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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF RIVERSIDE

TIANA WILLIAMSON, individually, on a
representative basis, and on behalf of all
others similarly situated;

Plaintiff,

vs.

KAL FREIGHT, INC., a Texas Corporation;
SPG TRANSPORTATION INC., a California
Corporation; PRO TEC INC., a California
Corporation; and DOES 1 through 20,
inclusive;

Defendants.

Case No.: CVRI2204960
*[Assigned to Hon. Judge Harold Hopp, Dept.
10, for all purposes]*

FIRST AMENDED COMPLAINT

CLASS ACTION CLAIMS

- (1) Failure to Pay Minimum Wages;
- (2) Failure to Pay for Nonproductive Time Under Labor Code § 226.2;
- (3) Failure to Reimburse Bus. Expenses;
- (4) Failure to Timely Pay Final Wages;
- (5) Failure to Provide Accurate Itemized Wage Statements;
- (6) Unfair and Unlawful Competition;

PAGA CLAIMS

- (7) Willful Misclassification;
- (8) Failure to Pay Minimum Wages;
- (9) Failure to Pay for Nonproductive Time Under Labor Code § 226.2;
- (10) Failure to Reimburse Bus. Expenses;
- (11) Failure to Timely Pay Wages (§ 204);
- (12) Failure to Timely Pay Final Wages; and
- (13) Failure to Provide Accurate Itemized Wage Statements.

1 Plaintiff Tiana Williamson (“Plaintiff”) on behalf of herself, on a representative basis,
2 and on behalf of others similarly situated, complains and alleges as follows.

3 **I. INTRODUCTION AND GENERAL ALLEGATIONS**

4 1. Plaintiff brings this action against her former employers KAL Freight, Inc., SPG
5 Transportation Inc., Pro Tec Inc., and DOES 1 through 20, inclusive, (collectively, the
6 “Defendants”) on behalf of herself and all other similarly situated current and former California
7 resident truck drivers who performed services for Defendants in the State of California and who
8 were classified by Defendants as independent contractors within the last four years (the
9 “Represented Employees”).

10 2. Plaintiff alleges that she and the Represented Employees were subjected to
11 violations of the California Labor Code stemming from Defendants’ willful misclassification,
12 failure to pay wages for all hours worked, failure to pay for nonproductive time under Labor
13 Code § 226.2, failure to reimburse business expenses, failure to timely pay final wages, and
14 failure to provide accurate itemized wage statements, among other claims.

15 3. Plaintiff was employed by Defendants during 2022 as a truck driver.

16 4. Plaintiff alleges on information and belief that the Represented Employees were
17 subjected to the same policies, working conditions, and corresponding wage and hour violations
18 to which Plaintiff was subjected during her employment.

19 5. At all relevant times, Plaintiff and the Represented Employees performed various
20 duties for Defendants as employee truck drivers. However, Defendants have maintained policies
21 and practices based on or including the willful misclassification of Plaintiff and the Represented
22 Employees as independent contractors despite that, under applicable standards of law, Plaintiff
23 and all Represented Employees are, or were during their employment with Defendants,
24 employees, and not independent contractors.

25 6. Defendants engaged in a practice of willfully misclassifying Plaintiff and the
26 Represented Employees as independent contractors despite that Plaintiff and the Represented
27 Employees are/were employees of Defendants because they (A) are/were subject to the control
28 and direction of Defendants in connection with the performance of their work, both under

1 contract and in fact, (B) performed work that was the core business of Defendants (e.g., cargo
2 transportation services), and therefore the Represented Employees' tasks were not outside the
3 usual course of the Company's business, and (C) were not customarily engaged in an
4 independently established trade, occupation, or business of the same nature as the work
5 performed by Defendants.

6 7. Also, Plaintiff and the Represented Employees were subject to the direction and
7 control of Defendants in regard to work assignments, scheduling requirements, and days of work.
8 Furthermore, Defendants directly and indirectly exercised control over the wages, hours, and
9 working conditions of Plaintiff and the Represented Employees. At all relevant times, the daily
10 schedule for Plaintiff and the Represented Employees was controlled solely by Defendants, and
11 Defendants told them the exact time and location for all daily pickups and deliveries.
12 Furthermore, through the performance of their job duties, Plaintiff and the Represented
13 Employees performed an integral and entirely essential aspect of Defendants' business. In fact,
14 Plaintiff and the Represented Employees were tasked to perform the one and only service that
15 Defendants provided: cargo transportation. In this role, Plaintiff and the Represented Employees
16 drove trucks owned by Defendants that were plastered with Defendants' logo(s) and information
17 and operated under Defendants' Department of Transportation authority. Additionally, the
18 customers are and/or were Defendants' customers, not those of Plaintiff or the Represented
19 Employees. Plaintiff and the Represented Employees were also prohibited from performing
20 similar services for other companies and, thus, were not engaged in an independently established
21 trade, occupation or business of the same nature as the work performed by Defendants. And,
22 perhaps most importantly, Defendants retained the right to terminate Plaintiff and the
23 Represented Employees' working relationship without cause and at its discretion.

24 8. Despite the facts discussed herein, Defendants misclassified Plaintiff and the
25 Represented Employees as independent contractors rather than as employees, leading to
26 violations of the California Labor Code and IWC Wage Orders discussed below.

27 9. Plaintiff and the Represented Employees were not provided proper minimum and
28 regular wages due to Defendants' failure to accurately record and compensate for all hours

1 worked. For example, Plaintiff and the Represented Employees were often required to clock out
2 for meal periods and/or breaks yet were under Defendants' control and required to perform
3 duties for Defendants while off the clock. As a result of this policy and practice, Plaintiff and the
4 Represented Employees were required to perform off-the-clock work that Defendants either
5 knew or should have known they were performing.

6 10. Additionally, Defendants failed to pay all required minimum and regular wages to
7 the Represented Employees due to a policy which only provided compensation for each mile
8 driver (piece-rate per-mile pay). Under this pay plan, the Represented Employees did not receive
9 separate hourly compensation at no less than the minimum wage for unpaid, on-duty, time
10 including tasks such as pre-trip and post-trip inspections, detention time, loading and unloading
11 time, completing paperwork, refueling or repair, and downtime between runs. Also, the piece-
12 rate compensation paid to the Represented Employees often resulted in a payment of wages at
13 less than the required California minimum wages for all hours worked.

14 11. Additionally, Plaintiff and the Represented Employees are/were employees of
15 Defendants who were paid on a piece-rate basis. However, Defendants did not comply with the
16 requirements of Labor Code § 226.2 when it failed to provide separate payments to its piece-rate
17 employees for "nonproductive" time.

18 12. Also, Defendants required Plaintiff and the Represented Employees to incur
19 substantial business-related expenses and costs without reimbursement. For example,
20 Defendants required Plaintiff and the Represented Employees to use personal cell phones to
21 carry out their duties for Defendants without reimbursement. And Defendants also required
22 Plaintiff and the Represented Employees to pay for "driver insurance" without reimbursement.

23 13. Plaintiff also alleges that she and the Represented Employees were not paid all
24 wages due and owing upon separation of employment within the time required by Labor Code §§
25 201 – 203. Plaintiff further alleges that Defendants engaged in the practice of failing to pay all
26 wages due and owing to Plaintiff and the Represented Employees at the time their employment
27 ended with Defendants, including, but not limited to minimum and regular wages, among others.

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1 14. Plaintiff further alleges that Defendants failed to provide accurate itemized wage
2 statements that fully complied with the requirements of Labor Code § 226(a).

3 15. Plaintiff alleges that Defendants' violations of the wage and hour components of
4 the Labor Code and IWC Wage Orders enabled them to decrease expenses and increase profits
5 and productivity, thereby allowing Defendants to gain an unfair advantage over its competitors.

6 16. At all material times, Defendants and DOES 1 through 10 were and/or are
7 Represented Employees' employers or persons acting on behalf of Represented Employees'
8 employer, within the meaning of California Labor Code § 558, who violated or caused to be
9 violated, a section of Part 2, Chapter 1 of the California Labor Code or any provision regulating
10 hours and days of work in any Order of the Industrial Welfare Commission and, as such, are
11 subject to penalties for each underpaid employee as set forth in Labor Code § 558 and under
12 California law.

13 17. Plaintiff brings this lawsuit seeking declaratory, injunctive, equitable, and
14 monetary relief against Defendants and each of them, on behalf of herself and the Represented
15 Employees to recover, among other things, unpaid wages and benefits, interest, attorneys' fees,
16 penalties, costs and expenses pursuant to California Labor Code §§ 200, 201, 202, 203, 218.6,
17 221, 223, 226, 226.2, 226.3, 226.8, 558, 1194, 1194.2, and 2802, among possibly other sections
18 inadvertently omitted. Plaintiff also reserves the right to name additional representatives
19 throughout the State of California.

20 **II. JURISDICTION**

21 18. This Court has jurisdiction over the claims for relief of Plaintiff and the
22 Represented Employees pursuant to the Labor Code and the IWC Wage Orders.

23 **III. VENUE**

24 19. Venue as to each Defendant is proper in this Court pursuant to Code of Civil
25 Procedure § 395(a). Defendants transact business in Riverside County and the unlawful acts
26 alleged herein have a direct effect on Plaintiff and the Represented Employees in Riverside
27 County. Furthermore, Defendants employed or employ Plaintiff and Represented Employees in
28 Riverside County.

1 **IV. PARTIES**

2 **Plaintiff**

3 20. Plaintiff and Class Representative Tiana Williamson was employed by
4 Defendants in 2022 and performed work for Defendants in Riverside County.

5 **Defendants**

6 21. Plaintiff is informed and believes and thereon alleges that Defendant KAL
7 Freight, Inc.: (1) is a Texas corporation authorized to and doing business in Riverside County,
8 California, (2) has its “nerve center” in California, and (3) is and/or was the legal employer of
9 Plaintiff and the Represented Employees during the applicable statutory periods.

10 22. Plaintiff is informed and believes and thereon alleges that Defendant SPG
11 Transportation Inc.: (1) is a California corporation authorized to and doing business in Riverside
12 County, California, and (2) is and/or was the legal employer of Plaintiff and the Represented
13 Employees during the applicable statutory periods.

14 23. Plaintiff is informed and believes and thereon alleges that Defendant Pro Tec Inc.:
15 (1) is a California corporation authorized to and doing business in Riverside County, California,
16 and (2) is and/or was the legal employer of Plaintiff and the Represented Employees during the
17 applicable statutory periods.

18 24. Plaintiff is ignorant of the true names, capacities, relationships, and extent of
19 participation in the conduct herein alleged, of Defendants sued herein as DOES 1 through 20,
20 inclusive, but on information and belief alleges that those Defendants are legally responsible for
21 the payment of penalties and damages to Plaintiff and all Represented Employees by virtue of
22 Defendants’ unlawful actions and practices and therefore sue these Defendants by such fictitious
23 names. Plaintiff will amend this complaint to allege the true names and capacities of the DOE
24 Defendants when ascertained.

25 25. Plaintiff is informed and believes and thereon alleges that she worked under the
26 joint direction and control of Defendants and that Defendants, and each of them, acted in all
27 respects pertinent to this action as the agent of the other Defendants, carried out a joint scheme,
28 business plan or policy in all respect pertinent hereto, and the acts of each Defendant are legally

1 attributable to the other Defendants. On information and belief, a unity of interest and ownership
2 between each Defendant exists such that all Defendants acted as a single employer of Plaintiff
3 and other similarly situated employees.

4 26. Plaintiff is informed and believes and thereon alleges that, in conducting
5 themselves in the manner described herein, Defendants, and each of them, were acting in active
6 concert with one another such that the acts of each were and are fully attributable to the others in
7 all material respects. Plaintiff is further informed and believes that at all relevant times
8 Defendants and each of them are now, and at all material times herein mentioned were, the
9 agents, servants, employees, partners, affiliates, and/or representatives of each of their remaining
10 co-Defendants, and were, at all times herein mentioned, acting within the course, scope, and
11 purpose of such relationship(s) and with the knowledge, consent and/or ratification of each of
12 their remaining co-Defendants.

13 27. Furthermore, Plaintiff is informed and believes and thereon alleges that
14 Defendants, and each of them, are an integrated enterprise and should be treated as a single
15 employer because these entities share an interrelation of operations, with common human
16 resources and personnel policies and shared common offices and facilities. Additionally,
17 Defendants also have a shared website, common management, a centralized control of labor
18 operations, and common ownership or financial control.

19 28. Plaintiff is further informed and believes that at all relevant times, Defendants
20 have been inadequately capitalized to conduct business, have failed to follow appropriate
21 corporate formalities, and have simply been a shell and instrumentality through which
22 Defendants DOES 11 through 20, inclusive, have conducted their personal affairs. Accordingly,
23 the corporate veil should be pierced and any liability attached to Defendants should be imposed
24 jointly and severally against Defendants DOES 11 through 20. Adherence to the fiction of the
25 separate existence of these corporate entities would permit abuse of the corporate privilege,
26 thereby sanctioning fraud and promoting injustice.

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1 **V. CLASS ACTION ALLEGATIONS**

2 29. Plaintiff incorporates the preceding paragraphs of the First Amended Complaint
3 as if fully alleged herein.

4 30. Plaintiff brings this action on behalf of herself and all others similarly situated as
5 a class action, pursuant to Code of Civil Procedure § 382.

6 31. The relevant time period for this class action is defined as the time period
7 beginning four years prior to the filing of this action until class certification (the “Relevant Time
8 Period”).

9 32. The Class, also referred to as the “Represented Employees,” that Plaintiff seeks to
10 represent is defined as follows:

11 **California Class**

12 All current and former California resident truck drivers who
13 performed services for Defendants in the State of California
14 and who were classified by Defendants as independent
15 contractors at any time during the Relevant Time Period.

16 33. Plaintiff reserves the right to amend or modify the class description with greater
17 specificity or further division into subclasses or limitation to particular issues as appropriate.

18 34. Plaintiff, as Class Representative, is a member of the class that she seeks to
19 represent.

20 35. This action has been brought and may properly be maintained as a class action
21 under Code of Civil Procedure § 382 because there is a well-defined community of interest in the
22 litigation and the proposed class is easily ascertainable from Defendants’ personnel and payroll
23 records.

24 36. **Numerosity:** The potential members of the Class as defined are so numerous that
25 a joinder of all Represented Employees is impracticable. Although the exact number is currently
26 unknown to Plaintiff, this information is easily ascertainable from Defendants’ payroll and
27 personnel records.

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1 37. **Commonality:** There are questions of law and fact common to the class which
2 predominate over any questions affecting only individual members of the class, including
3 without limitation:

4 i. Whether Defendants misclassified the Represented Employees as
5 independent contractors;

6 ii. Whether Defendants violated the California Labor Code and IWC Wage
7 Order by failing to pay proper minimum and regular wages to Plaintiff and the Represented
8 Employees for all hours worked;

9 iii. Whether Defendants violated California Labor Code and IWC Wage
10 Order by paying the Represented Employees on a piece-rate basis yet not providing separate
11 hourly compensation for “nonproductive” time;

12 iv. Whether Defendants violated the California Labor Code and applicable
13 IWC Wage Order by failing to reimburse Plaintiff and the Represented Employees for business
14 expenses incurred while discharging their duties or in obedience to the directions of their
15 employer;

16 v. Whether Defendants violated the California Labor Code by failing to
17 timely pay all wages due upon separation of employment between Defendants and Plaintiff and
18 Represented Employees, whether such separation was voluntary or involuntary;

19 vi. Whether Defendants violated the California Labor Code by failing to
20 provide Plaintiff and Represented Employees with complete, accurate, itemized wage statements;

21 vii. Whether Defendants violated California Business & Professions Code §§
22 17200 *et seq.* due to the: failure to pay all wages owed, failure to reimburse business expenses,
23 and failure to timely pay final wages; and

24 viii. Whether Plaintiff and Represented Employees are entitled to equitable
25 relief pursuant to California Business & Professions Code §§ 17200 *et seq.*

26 38. **Typicality:** Plaintiff’s claims, as the Class Representative, are typical of the
27 claims of The Class. Plaintiff, like other members of The Class, was subjected to Defendants’
28 ongoing Labor Code and Wage Order violations including pertaining to the failure to pay all

1 wages owed, failure to reimburse business expenses, failure to timely pay final wages, and
2 failure to provide accurate itemized wage statements.

3 39. **Adequacy of Representation.** Plaintiff, as the Class Representative, will fairly
4 and adequately represent and protect the interests of the Class. Plaintiff's interests are not in
5 conflict with those of the Class. Class Representative's counsel are competent and experienced in
6 litigating large employment class actions and other complex litigation matters, including cases
7 like this case.

8 40. **Superiority of Class Action.** Class certification is appropriate because a class
9 action is superior to other available means for the fair and efficient adjudication of this
10 controversy. Individual joinder of all Represented Employees is not practicable, and questions of
11 law and fact common to the Class predominate over any questions affecting only individual
12 members of the Class. Each Represented Employee has been damaged and is entitled to
13 recovery by reason of Defendants' illegal policies and practices set forth above. Class action
14 treatment will allow those similarly situated persons to litigate their claims in the manner that is
15 most efficient and economical for the parties and the judicial system.

16 **FIRST CAUSE OF ACTION**

17 **FAILURE TO PAY MINIMUM WAGES**

18 (Labor Code §§ 200, 1194, 1194.2, 1197; IWC Wage Order § 4)

19 41. Plaintiff incorporates the preceding paragraphs of the First Amended Complaint
20 as if fully alleged herein.

21 42. Plaintiff and the Represented Employees were not exempt from the requirement
22 to be paid at least the applicable California minimum wage throughout the statutory period for
23 each hour worked.

24 43. Plaintiff and the Represented Employees were not provided proper minimum and
25 regular wages due to Defendants' failure to accurately record and compensate for all hours
26 worked. For example, Plaintiff and the Represented Employees were often required to clock out
27 for meal periods and/or rest breaks yet were under Defendants' control and required to perform
28 duties for Defendants while off the clock. As a result of these policies and practices, Plaintiff and

1 the Represented Employees were required to perform off-the-clock work that Defendants either
2 knew or should have known they were performing.

3 44. Plaintiff and the Represented Employees were not provided proper minimum and
4 regular wages owed due to Defendants' policy which only provided compensation for each mile
5 driver (piece-rate per-mile pay). Under this pay plan, the Represented Employees did not receive
6 separate hourly compensation at no less than the minimum wage for unpaid, on-duty, time
7 including tasks such as pre-trip and post-trip inspections, detention time, loading and unloading
8 time, completing paperwork, refueling or repair, and downtime between runs.

9 45. Also, Defendants' piece-rate pay plan often resulted in a payment of wages to the
10 Represented Employees at less than the required California minimum wages for all hours
11 worked. Due to traffic and other conditions, Defendants' per-mile pay often illegally resulted in
12 a rate of pay under the applicable minimum wage.

13 46. Consequently, Defendants violated California Labor Code laws and minimum
14 wage laws, *inter alia*, Labor Code §§ 200, 221, 222, 223, 1197, IWC Wage Order 9, § 4, and
15 Cal. Code Regs., tit. 8, section 11090, subds. 1 and 4(B).

16 47. Plaintiff is informed and believes and thereon alleges that Defendants
17 intentionally, willfully, and improperly failed to pay wages to Plaintiff and the Represented
18 Employees for each hour worked in violation of Labor Code §§ 221-223, 1194 and 1197.

19 48. Defendants' conduct was willful, as Defendants knew that Plaintiff and the
20 Represented Employees were entitled to be paid wages throughout the statutory period for each
21 hour worked, including proper minimum wages, yet Defendants chose not to pay them in
22 accordance thereto.

23 49. At all material times, Defendants DOES 1 through 20 were and/or are Plaintiff's
24 and the Represented Employees' employers or persons acting on behalf of Plaintiff and the
25 Represented Employees' employer, within the meaning of California Labor Code § 558, who
26 violated or caused to be violated Labor Code § 204 and a provision or provisions of Part 2,
27 Chapter 1 of the California Labor Code regulating hours and days of work respectively.

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1 50. During employment of Plaintiff and the Represented Employees, Defendants
2 failed to pay them all wages to which they were entitled, thereby receiving an economic benefit.

3 51. As a result of the Defendants' wrongful conduct, Plaintiff and the Represented
4 Employees have been damaged in amounts to be proven at trial.

5 52. Plaintiff, on behalf of herself and the Represented Employees, seeks recovery of
6 all unpaid minimum wages, liquidated damages, penalties, interest, attorneys' fees and costs,
7 pursuant to Labor Code §§ 1194 and 1194.2, against Defendants in an amount to be proven at
8 trial.

9 **SECOND CAUSE OF ACTION**

10 **FAILURE TO PAY FOR NONPRODUCTIVE TIME**

11 (Labor Code § 226.2)

12 53. Plaintiff incorporates the preceding paragraphs of the First Amended Complaint
13 as if fully alleged herein.

14 54. Plaintiff and the Represented Employees are and/or were employees of
15 Defendants who were paid on a piece-rate basis.

16 55. Labor Code § 226.2 requires employers that pay their employees on a piece-rate
17 basis to provide separate payment for nonproductive time at an hourly rate that is no less than the
18 applicable minimum wage. Labor Code § 226.2(a)(4).

19 56. At all relevant times herein, Defendants failed to compensate the Represented
20 Employees, including Plaintiff, for all nonproductive time separate from any piece-rate
21 compensation at the rate required by Labor Code § 226.2. Therefore, Defendants violates Labor
22 Code § 226.2 every pay period with respect to Plaintiff and each and every one of the
23 Represented Employees.

24 57. As a result of Defendants' violations of Labor Code § 226.2, Plaintiff and the
25 Represented Employees seek to recover, in a civil action, the unpaid balance of the full amount
26 of unpaid payments for nonproductive time, including interest thereon, reasonable attorneys'
27 fees, and costs of suit.

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FAILURE TO REIMBURSE BUSINESS EXPENSES

(Labor Code § 2802)

58. Plaintiff incorporates the preceding paragraphs of the First Amended Complaint as if fully alleged herein.

59. Plaintiff and the Represented Employees are and/or were employees of Defendants who did not receive proper protections and benefits of the laws governing reimbursement of business expenses.

60. Labor Code § 2802(a) requires that the employer indemnify its employees for expenses incurred while discharging their duties or in obedience to directions of their employer.

61. At all relevant times herein mentioned, as a condition of employment, Defendants required Plaintiff and the Represented Employees to incur substantial business-related expenses and costs without reimbursement. For example, Defendants required Plaintiff and the Represented Employees to use personal cell phones to carry out their duties for Defendants without reimbursement. And Defendants also required Plaintiff and the Represented Employees to pay for “driver insurance” without reimbursement.

62. At all relevant times herein, Defendants violated Labor Code § 2802(a) when they failed to reimburse Plaintiff and the Represented Employees for expenses incurred as a direct consequence of Plaintiff's employment with Defendants and/or under the direction of Defendants.

63. At all relevant times herein, Defendants failed to reimburse the Represented Employees, including Plaintiff, for expenses incurred while discharging duties to Defendants, thereby receiving an economic benefit.

64. As a direct result of Defendants' violation of Labor Code § 2802 and IWC Wage Order § 9(B), Plaintiff and the Represented Employees have suffered, and continue to suffer, substantial losses related to such incurred expenses, expenses, and attorney's fees in seeking to compel Defendants to fully perform their obligations under the law, all in an amount to be proved at time of trial.

65. Labor Code § 2802(b) states that “[a]ll awards made by a Court for reimbursement of necessary expenditures” shall carry interest, at the same rate as judgments in civil actions, and said interest will accrue from the date on which the employee incurred the necessary expenditure or loss including, but not limited to, reasonable costs and attorney’s fees incurred by the employee enforcing the rights granted pursuant to Labor Code § 2802. The exact amount of the necessary expenditures or losses is in an amount to be proven at time of trial.

66. Furthermore, Labor Code § 2802(c) states that “[f]or the purposes of this section, the term 'necessary expenditures or losses' shall include all reasonable costs, including, but not limited to, attorney’s fees incurred by the employee in enforcing the rights granted by this section.” Therefore, Plaintiff and the Represented Employees seek to recover the unreimbursed expenses, interest on the unreimbursed expenses, and the costs and attorney’s fees necessarily incurred in pursuing same. The exact amount of reimbursements, interest, costs, and attorney’s fees will be in an amount to be proved at the time of trial.

FOURTH CAUSE OF ACTION

FAILURE TO TIMELY PAY FINAL WAGES

(Labor Code §§ 201 – 203)

67. Plaintiff incorporates the preceding paragraphs of the First Amended Complaint as if fully alleged herein.

68. Plaintiff and the Represented Employees are and/or were employees of Defendants who did not receive proper protections and benefits of the laws governing the timing and payment of wages.

69. Labor Code § 201 requires that the employer immediately pay any wages, without abatement or reduction, to any employee who is discharged.

70. Labor Code § 202 requires that the employer pay all wages earned and unpaid, without abatement or reduction, no later than 72 hours of receiving an employee's notice of intent to quit or immediately at the time of quitting if at least a 72-hour notice was provided.

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71. Labor Code §§ 201-203 cause the unpaid wages of the employee to continue as a penalty from the due date thereof at the same rate until paid or until an action therefore is commenced, but the wages shall not continue for more than thirty (30) days.

72. At all relevant times, Defendants employed a policy and practice whereby Plaintiff and the Represented Employees were not paid all wages due and owing upon separation of employment within the time required by Labor Code §§ 201 and 202.

73. Also, at all relevant times, Defendants engaged in the practice of failing to pay all wages due and owing to Plaintiff and the Represented Employees upon separation of employment, including, but not limited to, minimum and regular wages.

74. Plaintiff alleges that, at all times material to this action, Defendants had a planned pattern and practice of failing to timely pay Plaintiff and the Represented Employees all wages due and owing upon separation of employment as required by Labor Code §§ 201 and 202. Consequently, pursuant to Labor Code § 203, Defendants owe Plaintiff and the Represented Employees the above-described waiting time penalty, all in an amount to be shown according to proof at trial and within the jurisdiction of this Court.

FIFTH CAUSE OF ACTION

FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS

(Labor Code § 226)

75. Plaintiff incorporates the preceding paragraphs of the First Amended Complaint as if fully alleged herein.

76. Plaintiff and the Represented Employees are and/or were employees of Defendants who did not receive proper protections and benefits of the laws governing the provision of accurate itemized wage statements.

77. Labor Code § 226(a) requires an employer to provide its employees with itemized wage statements accurately stating gross wages earned, all deductions, net wages earned, the inclusive dates of the pay period, the employee's name and the last four digits of his or her Social Security number (or employee identification number), the name and address of the legal entity that is the employer, and all applicable hourly rates in effect during the pay period and the

1 corresponding number of hours worked at each hourly rate by the employee.

2 78. Defendants violates Labor Code § 226(a) every pay period with respect to
3 Plaintiff and the Represented Employees because Defendants failed to provide any document
4 that could constitute a wage statement within the meaning of Labor Code § 226.

5 79. Furthermore, Defendants violate Labor Code § 226(a) every pay period with
6 respect to the Represented Employees due to violations including: failure to accurately state
7 gross wages earned, total hours worked, all deductions, net wages earned, the name and address
8 of the legal entity that is the employer, the inclusive dates of the pay period, and all applicable
9 hourly rates in effect during the pay period and the corresponding number of hours at each
10 hourly rate by the employee.

11 80. Furthermore, Labor Code § 226.2(a) states “[f]or employees compensated on a
12 piece-rate basis during a pay period, the following shall apply for that pay period: [...] (2) the
13 itemized statement required by subdivision (a) of Section 226 shall, in addition to the other items
14 specified in that subdivision, separately state the following, to which the provisions of Section
15 226 shall also be applicable: (A) the total hours of compensable rest and recovery periods, the
16 rate of compensation, and the gross wages paid for those periods during the pay period [and] (B)
17 [...] the total hours of other nonproductive time, [...] the rate of compensation, and the gross
18 wages paid for that time during the pay period.”

19 81. At all relevant times, Defendants failed to provide a wage statement to Plaintiff
20 and the Represented Employees that complied with the requirements of Labor Code §
21 226.2(a)(2) because the wage statements did not include any information regarding compensable
22 nonproductive time, or the rates of pay and compensation for the same. As such, Defendants
23 violate Labor Code § 226 and § 226.2 every pay period with respect to Plaintiff and the
24 Represented Employees.

25 82. Defendants’ failure to provide the required writing deprived Plaintiff and the
26 Represented Employees of the ability to know, understand, and question the calculation and rate
27 of pay and hours used to calculate the wages paid by Defendants. Therefore, Plaintiff and the
28 Represented Employees had no way to dispute the resulting miscalculation of wages, all of

1 which resulted in an unjustified economic enrichment to said Defendants. As a direct result,
2 Plaintiff and the Represented Employees have suffered and continue to suffer, substantial losses
3 related to the use and enjoyment of such wages, lost interest on such wages and expenses and
4 attorney's fees in seeking to compel Defendants to fully perform its obligation under state law,
5 all to their respective damages in amounts according to proof at trial.

6 83. As a result of Defendants' knowing and intentional failure to comply with Labor
7 Code § 226(a), Plaintiff and the Represented Employees have suffered an injury in that each was
8 prevented from knowing, understanding and disputing the wage payments paid to them.
9 Furthermore, Plaintiff and the Represented Employees have each suffered an injury in that the
10 failure to show all wages earned on the itemized wage statements resulted in Plaintiff and the
11 Represented Employees being denied all necessary deductions, payments, and withholdings
12 owed by the employer, including, but not limited to, the failure to make all necessary
13 contributions for unemployment benefits, social security benefits, proper payment of taxes and
14 withholdings, and other mandated state and federal benefits.

15 84. Plaintiff has also been injured as a result of having to bring this action to attempt
16 to obtain correct wage information following Defendants' refusal to comply with many of the
17 mandates of California's Labor Code and related laws and regulations.

18 85. Labor Code § 226(e) requires Defendants to pay the greater of all actual damages
19 or fifty dollars (\$50.00) per employee for the initial pay period in which a violation occurred, and
20 one hundred dollars (\$100.00) per employee for each violation in subsequent pay periods, plus
21 attorney's fees and costs, to Plaintiff and the Represented Employees who were injured by
22 Defendants' failure to comply with Labor Code § 226(a). The exact amount of the applicable
23 penalty is all in an amount to be shown according to proof at trial.

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1 94. Plaintiff seeks to enforce important rights affecting the public interest within the
2 meaning of Code of Civil Procedure § 1021.5.

3 95. A violation of California Business & Professions Code § 17200, et seq. may be
4 predicated on the violation of any state or federal law. All of the acts described herein as
5 violations of, among other things, the California Labor Code and IWC Wage Orders, are
6 unlawful and in violation of public policy, and in addition are immoral, unethical, oppressive,
7 fraudulent and unscrupulous, and thereby constitute unfair, unlawful and/or fraudulent business
8 practices in violation of California Business and Professions Code §§ 17200, et seq.

9 96. Plaintiff, individually, and on behalf of the Represented Employees, has no plain,
10 speedy, and/or adequate remedy at law to redress the injuries which they have suffered as a
11 consequence of Defendants' unfair, unlawful and/or fraudulent business practices. As a result of
12 the unfair, unlawful and/or fraudulent business practices described above, Plaintiff, individually,
13 and on behalf of the Represented Employees, has suffered and will continue to suffer irreparable
14 harm unless Defendants, and each of them, are restrained from continuing to engage in said
15 unfair, unlawful and/or fraudulent business practices.

16 97. Plaintiff, individually, and on behalf of the Represented Employees, is entitled to,
17 and does, seek such relief as may be necessary to disgorge the profits which Defendants have
18 acquired, or of which Plaintiff and Represented Employees have been deprived, by means of the
19 above-described unfair, unlawful and/or fraudulent business practices. Plaintiff and the
20 Represented Employees are not obligated to establish individual knowledge of the unfair
21 practices of Defendants in order to recover restitution.

22 98. Plaintiff, individually, and on behalf of the Represented Employees, is further
23 entitled to and do seek a declaration that the above-described business practices are unfair,
24 unlawful and/or fraudulent, and injunctive relief restraining Defendants, and each of them, from
25 engaging in any of the above-described unfair, unlawful and/or fraudulent business practices in
26 the future.

27 99. Pursuant to Business & Professions Code §§ 17200, et seq., Plaintiff and
28 Represented Employees are entitled to restitution of the wages withheld and retained by

Defendants during a period that commences four years prior to the filing of this complaint; a permanent injunction requiring Defendants to pay all outstanding wages due to Plaintiff and Represented Employees; an award of attorneys' fees pursuant to California Code of Civil Procedure § 1021.5 and other applicable laws; and an award of costs.

VI. PAGA CAUSES OF ACTION (Cal. Lab. Code §§ 2698 – 2699.5)

100. Plaintiff is an “aggrieved employee” under the PAGA as she was employed by Defendants during the applicable statutory period and suffered one or more of the Labor Code violations alleged herein. As such, Plaintiff may recover the remedies described herein in a civil action filed on behalf of herself and all other similarly situated current and former aggrieved employees in California against whom one or more of the alleged violations was committed (hereinafter the “Aggrieved Employees”).

101. Plaintiff seeks to recover all applicable and available PAGA remedies pursuant to Labor Code § 2699, as well as attorneys' fees, costs, and/or other damages as permitted by PAGA through a representative action pursuant to the PAGA and the California Supreme Court in *Arias v. Superior Court* (2009) 46 Cal. 4th 969. Therefore, Plaintiff is not required to, nor does she, seek class certification of the PAGA claims under Code of Civil Procedure § 382.

102. Pursuant to Labor Code § 2699.3(a), Plaintiff gave written notice by online filing to the Labor and Workforce Development Agency (“LWDA”) and by certified mail to Defendants of the specific provisions of the Labor Code alleged to have been violated, including the facts and theories to support the alleged violations. More than sixty-five (65) days have elapsed since the date Plaintiff provided the written notice of the claims alleged herein without the LWDA assuming jurisdiction over the claims alleged. Accordingly, Plaintiff has fully satisfied the administrative prerequisites to suit under the PAGA.

SEVENTH CAUSE OF ACTION

PAGA ASSESSMENT FOR WILLFUL MISCLASSIFICATION

(Labor Code § 226.8)

103. Plaintiff incorporates the preceding paragraphs of the First Amended Complaint as if fully alleged herein.

1 104. At all relevant times, Plaintiff and the Aggrieved Employees performed various
2 duties for Defendants as employee truck drivers. However, Defendants have maintained policies
3 and practices based on or including the willful misclassification of Plaintiff and the Aggrieved
4 Employees as independent contractors despite that, under applicable standards of law, Plaintiff
5 and all Aggrieved Employees are, or were during their employment with Defendants, employees,
6 and not independent contractors.

7 105. Defendants engaged in a practice of willfully misclassifying Plaintiff and the
8 Aggrieved Employees as independent contractors despite that Plaintiff and the Aggrieved
9 Employees are/were employees of Defendants because they (A) are/were subject to the control
10 and direction of Defendants in connection with the performance of their work, both under
11 contract and in fact, (B) performed work that was the core business of Defendants (e.g., cargo
12 transportation services), and therefore the Aggrieved Employees' tasks were not outside the
13 usual course of Defendants' business, and (C) were not customarily engaged in an independently
14 established trade, occupation, or business of the same nature as the work performed by
15 Defendants.

16 106. Also, Plaintiff and the Aggrieved Employees were subject to the direction and
17 control of Defendants in regard to work assignments, scheduling requirements, and days of work.
18 Furthermore, Defendants directly and indirectly exercised control over the wages, hours, and
19 working conditions of Plaintiff and the Aggrieved Employees. At all relevant times, the daily
20 schedule for Plaintiff and the Aggrieved Employees was controlled solely by Defendants, and
21 Defendants told them the exact time and location for all daily pickups and deliveries.
22 Furthermore, through the performance of their job duties, Plaintiff and the Aggrieved Employees
23 performed an integral and entirely essential aspect of Defendants' business. In fact, Plaintiff and
24 the Aggrieved Employees were tasked to perform the one and only service that Defendants
25 provided: cargo transportation. In this role, Plaintiff and the Aggrieved Employees drove trucks
26 owned by Defendants that were plastered with Defendants' logo(s) and information and operated
27 under Defendants' Department of Transportation authority. Additionally, the customers are
28 and/or were Defendants' customers, not those of Plaintiff or the Aggrieved Employees. Plaintiff

1 and the Aggrieved Employees were also prohibited from performing similar services for other
2 companies and, thus, were not engaged in an independently established trade, occupation or
3 business of the same nature as the work performed by Defendants. And, perhaps most
4 importantly, Defendants retained the right to terminate Plaintiff and the Aggrieved Employees'
5 working relationship without cause and at its discretion.

6 107. Despite the facts discussed herein, Defendants misclassified Plaintiff and the
7 Aggrieved Employees as independent contractors.

8 108. Labor Code § 226.8(a) states "It is unlawful for any person or employer to engage
9 in any of the following activities: (1) Willful misclassification of an individual as an independent
10 contractor."

11 109. Labor Code § 226.8(b) states that if "a person or employer has engaged in any of
12 the enumerated violations of subdivision (a), the person or employer shall be subject to a civil
13 penalty of not less than five thousand dollars (\$5,000) and not more than fifteen thousand dollars
14 (\$15,000) for each violation, in addition to any other penalties or fines permitted by law."

15 110. Labor Code § 226.8(c) further states that if "a person or employer has engaged in
16 any of the enumerated violations of subdivision (a) and the person or employer has engaged in or
17 is engaging in a pattern or practice of these violations, the person or employer shall be subject to
18 a civil penalty of not less than ten thousand dollars (\$10,000) and not more than twenty-five
19 thousand dollars (\$25,000) for each violation, in addition to any other penalties or fines
20 permitted by law.

21 111. At all relevant times herein, Defendants engaged in a pattern and practice of
22 willfully and knowingly misclassifying Plaintiff and the Aggrieved Employees as independent
23 contractors. Therefore, Plaintiff and the Aggrieved Employees are entitled to the stepped-up
24 penalties as set forth in Labor Code § 226.8(c).

25 112. As a result of the unlawful employment practices alleged herein, Plaintiff seeks
26 the assessment of all applicable and available PAGA remedies pursuant to Labor Code § 2699,
27 and seeks to recover all attorneys' fees, costs, and/or any other damages permitted under PAGA.

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1 **EIGHTH CAUSE OF ACTION**

2 **PAGA ASSESSMENT FOR FAILURE TO PAY MINIMUM WAGES**

3 (Labor Code §§ 200, 1194, 1194.2, 1197; IWC Wage Order § 4)

4 113. Plaintiff incorporates the preceding paragraphs of the First Amended Complaint
5 as if fully alleged herein.

6 114. Plaintiff and the Aggrieved Employees were not exempt from the requirement to
7 be paid at least the applicable California minimum wage throughout the statutory period for each
8 hour worked.

9 115. Plaintiff and the Aggrieved Employees were not provided proper minimum and
10 regular wages due to Defendants' failure to accurately record and compensate for all hours
11 worked. For example, Plaintiff and the Aggrieved Employees were often required to clock out
12 for meal periods and/or rest breaks yet were under Defendants' control and required to perform
13 duties for Defendants while off the clock. As a result of these policies and practices, Plaintiff and
14 the Aggrieved Employees were required to perform off-the-clock work that Defendants either
15 knew or should have known they were performing.

16 116. Plaintiff and the Aggrieved Employees were not provided proper minimum and
17 regular wages owed due to Defendants' policy which only provided compensation for each mile
18 driver (piece-rate per-mile pay). Under this pay plan, the Aggrieved Employees did not receive
19 separate hourly compensation at no less than the minimum wage for unpaid, on-duty, time
20 including tasks such as pre-trip and post-trip inspections, detention time, loading and unloading
21 time, completing paperwork, refueling or repair, and downtime between runs.

22 117. Also, Defendants' piece-rate pay plan often resulted in a payment of wages to the
23 Aggrieved Employees at less than the required California minimum wages for all hours worked.
24 Due to traffic and other conditions, Defendants' per-mile pay often illegally resulted in a rate of
25 pay under the applicable minimum wage.

26 118. Consequently, Defendants violated California Labor Code laws and minimum
27 wage laws, *inter alia*, Labor Code §§ 200, 221, 222, 223, 1197, IWC Wage Order 9, § 4, and
28 Cal. Code Regs., tit. 8, section 11090, subds. 1 and 4(B).

1 119. Plaintiff is informed and believes and thereon alleges that Defendants
2 intentionally, willfully, and improperly failed to pay wages to Plaintiff and the Represented
3 Employees for each hour worked in violation of Labor Code §§ 221-223, 1194 and 1197.

4 120. As a result of the unlawful employment practices alleged herein, Plaintiff seeks
5 the assessment of all applicable and available PAGA remedies pursuant to Labor Code § 2699,
6 and seeks to recover all attorneys' fees, costs, and/or any other damages permitted under PAGA.

7 **NINTH CAUSE OF ACTION**

8 **PAGA ASSESSMENT FOR FAILURE TO PAY FOR NONPRODUCTIVE TIME**

9 (Labor Code § 226.2)

10 121. Plaintiff incorporates the preceding paragraphs of the First Amended Complaint
11 as if fully alleged herein.

12 122. Plaintiff and the Aggrieved Employees are and/or were employees of Defendants
13 who were paid on a piece-rate basis.

14 123. Labor Code § 226.2 requires employers that pay their employees on a piece-rate
15 basis to provide separate payment for nonproductive time at an hourly rate that is no less than the
16 applicable minimum wage. Labor Code § 226.2(a)(4).

17 124. At all relevant times herein, Defendants failed to compensate the Aggrieved
18 Employees, including Plaintiff, for all nonproductive time separate from any piece-rate
19 compensation at the rate required by Labor Code § 226.2. Therefore, Defendants violates Labor
20 Code § 226.2 every pay period with respect to Plaintiff and each and every one of the Aggrieved
21 Employees.

22 125. As a result of the unlawful employment practices alleged herein, Plaintiff seeks
23 the assessment of all applicable and available PAGA remedies pursuant to Labor Code § 2699,
24 and seeks to recover all attorneys' fees, costs, and/or any other damages permitted under PAGA.

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126. Plaintiff incorporates the preceding paragraphs of the First Amended Complaint as if fully alleged herein.

127. Plaintiff and the Aggrieved Employees are and/or were employees of Defendants who did not receive proper protections and benefits of the laws governing reimbursement of business expenses.

129. At all relevant times herein mentioned, as a condition of employment, Defendants required Plaintiff and the Aggrieved Employees to incur substantial business-related expenses and costs without reimbursement. For example, Defendants required Plaintiff and the Aggrieved Employees to use personal cell phones to carry out their duties for Defendants without reimbursement. And Defendants also required Plaintiff and the Aggrieved Employees to pay for “driver insurance” without reimbursement.

130. At all relevant times herein, Defendants violated Labor Code § 2802(a) when they failed to reimburse Plaintiff and the Aggrieved Employees for expenses incurred as a direct consequence of Plaintiff's employment with Defendants and/or under the direction of Defendants.

131. As a result of the unlawful employment practices alleged herein, Plaintiff seeks the assessment of all applicable and available PAGA remedies pursuant to Labor Code § 2699, and seeks to recover all attorneys' fees, costs, and/or any other damages permitted under PAGA.

PAGA ASSESSMENT FOR FAILURE TO TIMELY PAY WAGES EACH PERIOD

132. Plaintiff incorporates the preceding paragraphs of the First Amended Complaint as if fully alleged herein.

1 133. Plaintiff and the Aggrieved Employees are and/or were employees of Defendants
2 who did not receive proper protections and benefits of the laws regarding the timing of payment
3 of wages each period.

4 134. Labor Code § 204(a) states that all wages earned by a person are due and payable
5 twice during each calendar month, and further states that wages earned during the first through
6 fifteenth days of the month must be paid no later than the twenty-sixth day of the month, and that
7 wages earned between the sixteenth and last day of the month must be paid by the tenth day of
8 the following month.

9 135. Furthermore, Labor Code § 204(d) states “[t]he requirements of this section shall
10 be deemed satisfied by the payment of wages for weekly, biweekly, or semimonthly payroll if
11 the wages are paid not more than seven calendar days following the close of the payroll period.”

12 136. At all relevant times herein, Defendants did not provide Plaintiff and the
13 Aggrieved Employees with all wages due and owing each period within the time required by
14 Labor Code § 204. Moreover, Defendants did not provide Plaintiff and the Aggrieved
15 Employees with all wages due and owing each pay period, including, but not limited to,
16 minimum wages and wages for unpaid nonproductive time within the time specified by Labor
17 Code § 204.

18 137. As a result of the unlawful employment practices alleged herein, Plaintiff seeks
19 the assessment of all applicable and available PAGA remedies pursuant to Labor Code § 2699,
20 and seeks to recover all attorneys’ fees, costs, and/or any other damages permitted under PAGA.

21 **TWELFTH CAUSE OF ACTION**

22 **PAGA ASSESSMENT FOR FAILURE TO TIMELY PAY FINAL WAGES**

23 (Labor Code §§ 201 – 203)

24 138. Plaintiff incorporates the preceding paragraphs of the First Amended Complaint
25 as if fully alleged herein.

26 139. Plaintiff and the Aggrieved Employees are and/or were employees of Defendants
27 who did not receive proper protections and benefits of the laws governing the timing and
28 payment of final wages.

1 140. Labor Code § 201 requires that the employer immediately pay any wages, without
2 abatement or reduction, to any employee who is discharged.

3 141. Labor Code § 202 requires that the employer pay all wages earned and unpaid,
4 without abatement or reduction, no later than 72 hours of receiving an employee's notice of
5 intent to quit or immediately at the time of quitting if at least a 72-hour notice was provided.

6 142. Labor Code §§ 201-203 cause the unpaid wages of the employee to continue as a
7 penalty from the due date thereof at the same rate until paid or until an action therefore is
8 commenced, but the wages shall not continue for more than thirty (30) days.

9 143. At all relevant times, Defendants employed a policy and practice whereby
10 Plaintiff and the Represented Employees were not paid all wages due and owing upon separation
11 of employment within the time required by Labor Code §§ 201 and 202.

12 144. Also, at all relevant times, Defendants engaged in the practice of failing to pay all
13 wages due and owing to Plaintiff and the Represented Employees upon separation of
14 employment, including, but not limited to, minimum and regular wages.

15 145. Plaintiff alleges that, at all times material to this action, Defendants had a planned
16 pattern and practice of failing to timely pay to Plaintiff and the Aggrieved Employees all wages
17 due and owing upon separation of employment as required by Labor Code §§ 201 and 202.

18 146. As a result of the unlawful employment practices alleged herein, Plaintiff seeks
19 the assessment of all applicable and available PAGA remedies pursuant to Labor Code § 2699,
20 and seeks to recover all attorneys' fees, costs, and/or any other damages permitted under PAGA.

21 **THIRTEENTH CAUSE OF ACTION**

22 **PAGA ASSESSMENT FOR**

23 **FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS**

24 (Labor Code § 226)

25 147. Plaintiff incorporates the preceding paragraphs of the First Amended Complaint
26 as if fully alleged herein.

27 148. Plaintiff and the Aggrieved Employees are and/or were employees of Defendants
28 who did not receive proper protections and benefits of the laws governing the provision of

1 accurate itemized wage statements.

2 149. Labor Code § 226(a) requires an employer to provide its employees with itemized
3 wage statements accurately stating gross wages earned, all deductions, net wages earned, the
4 inclusive dates of the pay period, the employee's name and the last four digits of his or her
5 Social Security number (or employee identification number), the name and address of the legal
6 entity that is the employer, and all applicable hourly rates in effect during the pay period and the
7 corresponding number of hours worked at each hourly rate by the employee.

8 150. Defendants violates Labor Code § 226(a) every pay period with respect to
9 Plaintiff and the Aggrieved Employees because Defendants failed to provide any document that
10 could constitute a wage statement within the meaning of Labor Code § 226.

11 151. Furthermore, Defendants violate Labor Code § 226(a) every pay period with
12 respect to the Aggrieved Employees due to violations including: failure to accurately state gross
13 wages earned, total hours worked, all deductions, net wages earned, the name and address of the
14 legal entity that is the employer, the inclusive dates of the pay period, and all applicable hourly
15 rates in effect during the pay period and the corresponding number of hours at each hourly rate
16 by the employee.

17 152. Furthermore, Labor Code § 226.2(a) states “[f]or employees compensated on a
18 piece-rate basis during a pay period, the following shall apply for that pay period: [...] (2) the
19 itemized statement required by subdivision (a) of Section 226 shall, in addition to the other items
20 specified in that subdivision, separately state the following, to which the provisions of Section
21 226 shall also be applicable: (A) the total hours of compensable rest and recovery periods, the
22 rate of compensation, and the gross wages paid for those periods during the pay period [and] (B)
23 [...] the total hours of other nonproductive time, [...] the rate of compensation, and the gross
24 wages paid for that time during the pay period.”

25 153. At all relevant times, Defendants failed to provide a wage statement to Plaintiff
26 and the Aggrieved Employees that complied with the requirements of Labor Code § 226.2(a)(2)
27 because the wage statements did not include any information regarding compensable
28 nonproductive time, or the rates of pay and compensation for the same. As such, Defendants

1 violate Labor Code § 226 and § 226.2 every pay period with respect to Plaintiff and the
2 Aggrieved Employees.

3 154. As a result of the unlawful employment practices alleged herein, Plaintiff seeks
4 the assessment of all applicable and available PAGA remedies pursuant to Labor Code § 2699,
5 and seeks to recover all attorneys' fees, costs, and/or any other damages permitted under PAGA.

6 **VII. PRAYER FOR RELIEF**

7 WHEREFORE, Plaintiff, on behalf of herself, on a representative basis, and all others
8 similarly situated, prays for judgment and relief against Defendants, jointly and severally, as
9 follows:

10 1. As to the Seventh through Thirteenth Causes of Action, the assessment of all
11 remedies and/or penalties available under PAGA;

12 2. For reasonable attorneys' fees and costs as permitted under PAGA;

13 3. That the First through Sixth Causes of Action be certified as a class action;

14 4. That Plaintiff be appointed as Class Representative;

15 5. That counsel for Plaintiff be appointed Class Counsel;

16 6. For all applicable statutory penalties recoverable under the First through Sixth
17 Causes of Action to the extent permitted by law, including those pursuant to Labor Code and
18 Orders of the Industrial Welfare Commission;

19 7. For reasonable attorneys' fees, costs of suit, and interest to the extent permitted by
20 law, including those pursuant to the Labor Code;

21 8. For injunctive relief and/or restitution as provided by the Labor Code and
22 Business and Professions Code § 17200, *et seq.*;

23 9. For a declaratory judgment that Defendants have violated Labor Code §§ 200,
24 201, 202, 203, 204, 208, 210, 218.6, 221, 226, 226.2, 226.3, 226.8, 256, 558, 1194, 1194.2, and
25 2802, among other sections inadvertently omitted;

26 10. For an award of damages in the amount of unpaid compensation including, but
27 not limited to, unpaid wages, benefits, and penalties according to proof, including interest
28 thereon;

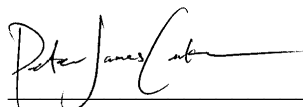
- 1 11. For pre- and post-judgment interest; and
2 12. For such other relief as the Court deems just and proper.

3 **DEMAND FOR JURY TRIAL**

4 WHEREFORE, Plaintiff, on behalf of herself and all others similarly situated, hereby
5 demand a jury trial as to the First through Sixth Causes of Action pled herein.

6
7 Dated: May 16, 2023

LAUBY, MANKIN & LAUBY LLP
THE NOURMAND LAW FIRM, APC

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9 BY: 
10 Peter J. Carlson, Esq.
11 Attorneys for Plaintiff
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PROOF OF SERVICE
(Pursuant to CCP §§ 1013(a)(1) and 2015.5)

STATE OF CALIFORNIA)
) ss.
COUNTY OF RIVERSIDE)

I am employed in the County of Riverside, State of California. I am over the age of 18 and not a party to the within action; my business address is 5198 Arlington Avenue, PMB 513, Riverside, CA 92504.

On May 23, 2023, I caused to be served the foregoing document(s) described as follows:

FIRST AMENDED COMPLAINT

I declare that I am "readily familiar" with the firm's practice of collection and processing correspondence for mailing. It is deposited with the U.S. postal service on that same day in the ordinary course of business. I am aware that on motion of party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.

☐ **By Mail** I deposited such envelope in the mail at Riverside, California. The envelope was mailed with postage thereon fully prepaid.

☐ **By Facsimile** I sent this document via fax to all parties as listed on attached service list, on

☐ **By Overnight Service** I deposited such envelope in a facility regularly maintained by the United Parcel Service for receipt of items for overnight delivery, with overnight delivery expenses prepaid, addressed to the person to be served.

☒ **By Email or Electronic Transmission:** Pursuant to CCP § 1010.6 or an agreement of the parties to accept service by email or electronic transmission, I caused the document(s) to be sent from email address tracie@lmlfirm.com to the persons at the electronic notification address listed in the service list. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was not successful.

☐ **By Certified Mail-Return Receipt Requested** I caused such envelope with postage fully prepaid thereon, to be placed in the United States mail at Riverside, California

☐ **By Personal Service** I caused said document(s) to be personally served by hand on the parties listed on the attached service list.

☒ **State** I declare under penalty of perjury under the laws of the State of California that the above is true and correct. Executed on May 23, 2023, Riverside, California.

☐ **Federal** I declare that I am employed in the office of a member of the bar of this court at whose direction the service was made.


Tracie Chiarito, Declarant

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