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Superior Court of California,
County of San Francisco
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**SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN FRANCISCO**

JASON GOLDSTONE, on behalf of himself
and the Class members,

Plaintiff,

vs.

PROFESSIONAL AUTOMOTIVE
RELOCATION SERVICES, INC. dba
PARS; and DOES 1 to 10,

Defendant.

Case No. CGC-22-603167

**FIRST AMENDED CLASS ACTION
COMPLAINT;**

LAW ENFORCEMENT ACTION

- (1) CALIFORNIA LABOR CODE;
(2) CALIFORNIA INDUSTRIAL WELFARE
COMMISSION WAGE ORDERS); and
(3) CALIFORNIA BUSINESS AND
PROFESSIONS CODE §§17200, et seq.**

DEMAND FOR JURY TRIAL

1 Plaintiff Jason Goldstone (“Plaintiff”) brings this action on behalf of himself and other
2 similarly situated individuals against Professional Automotive Relocation Services, Inc. (hereinafter
3 collectively referred to as “Defendant” or “PARS”) and alleges as follows:

4 **NATURE OF CASE**

5 1. This is a putative class action and civil law enforcement action arising out of
6 Defendant’s misclassification of their transportation delivery drivers (“Drivers”) as “independent
7 contractors” instead of “employees.” Defendant is in the business of fleet vehicle relocation,
8 transport, and logistics. Throughout the proposed class period, Defendant has employed hundreds
9 of Drivers in California. Under Supreme Court authority, Defendant is the legal employer of the
10 Drivers they hire to transport and relocate vehicles. Yet, by misclassifying the Drivers as
11 independent contractors, rather than as employees, Defendant continues to evade its obligation to
12 pay these Drivers the full wages and employment benefits they are due under applicable law.

13 2. In 2018, our Supreme Court adopted the “ABC” test for determining whether workers
14 like Mr. Goldstone and the other Drivers in this case are employees or independent contractors as
15 a matter of law. *Dynamex Operations W. v. Superior Court* (2018) 4 Cal. 5th 903, 964. That case
16 addressed a similar misclassification issue as in this action.

17 3. *Dynamex* held that “unless the hiring entity establishes (A) that the worker is free
18 from the control and direction of the hiring entity in connection with the performance of the work,
19 both under contract for the performance of the work and in fact, (B) that the worker performs work
20 that is outside the usual course of the hiring entity’s business, and (C) that the worker is customarily
21 engaged in an independently established trade, occupation, or business, the worker should be
22 considered an employee and the hiring business an employer... The hiring entity’s failure to prove
23 any one of these three prerequisites will be sufficient in itself to establish that the worker is an
24 included employee, rather than an excluded independent contractor...” As explained herein,
25 Defendant cannot establish even one of these three elements, much less all three:

26 4. Factor A: The Drivers are Not Free from Defendant’s Control and Direction:
27
28

1 Defendant retains the right to exercise extensive control over the way Drivers perform their vehicle
2 deliveries and job orders. To begin with, Defendant retains the right to terminate the Drivers with
3 or without cause, just like an at-will employee.

4 5. Defendant also retains the right to control Drivers' schedules by imposing a set
5 window for vehicle pickup and delivery.

6 6. Defendant reserves the right to control the nature of the work performed by Drivers
7 and to impose requirements of the particular customer. Defendant controls access to jobs through a
8 proprietary mobile application that transmits specific directives regarding delivery times, the
9 sequence of stops, and customer obligations, among other customer specifications, based on
10 contracts negotiated between Defendant and their customers. The Drivers do not negotiate directly
11 with Defendant's customers, participate in negotiations between Defendant and its customers, and
12 are not a party to the contracts between Defendant and its customers.

13 7. Defendant provides Drivers with a uniform "Independent Contractor Reference
14 Guide," which promulgates rules, procedures, and customer requirements Drivers must follow
15 regarding communications with dispatch, communications with third parties, reporting, vehicle
16 safety, and professionalism, among other rules. The reference guide contains language that shows
17 extensive control over the Drivers' work. For instance, the reference guide states: "PARS'
18 customers have certain expectations and requirements pertaining to how their vehicles are handled
19 – it is critically important that these expectations are met and requirements fulfilled on each and
20 every order."

21 8. Furthermore, Defendant oversees the entire delivery process by requiring Drivers to
22 submit a pick-up report through Defendant's mobile app and to call the PARS field office
23 throughout the course of their deliveries to provide status updates regarding vehicle pick up,
24 delivery of the vehicle, and at any other services or stops required in between. Each job order
25 includes a projected mileage that Drivers are instructed to avoid exceeding, limiting their freedom
26 to choose the optimal route between pick-up and delivery.

27 9. Defendant also maintains additional rules governing the details of the Drivers' work,
28 including prohibiting any driving after sun-down, prohibiting Drivers from accepting rides from

1 customers, requiring calls to customers 24 hours in advance to pick-up, restricting driving speed
2 (regardless of the posted speed limit), and prohibiting Drivers with overnight deliveries from
3 lodging anywhere outside the path to delivery, among others. The vehicles transported by the
4 Drivers are owned by PARS customers and are assigned to the Drivers by PARS. Drivers are not
5 allowed to smoke, eat, or drink in the vehicles, and are restricted from making any personal stops
6 or using the vehicle for any personal reasons. Defendant threatens Drivers with termination if they
7 do not comply with the above-mentioned rules and procedures.

8 10. Plaintiff, Jason Goldstone, experiences Defendant's exploitative practices firsthand.
9 Once beginning a job through Defendant's mobile application, Defendant expects Mr. Goldstone
10 to follow the instructions and customer expectations provided with the orders. At pickup, Mr.
11 Goldstone has to meet with an identified customer pickup party according to a time set up between
12 the customer and the dispatching PARS Field Office. He is required to contact the pickup party 30-
13 60 minutes prior to his arrival and is limited to a specific time window for pickups. Mr. Goldstone
14 then must execute a pickup report on Defendant's mobile application and upload the report to the
15 PARS server, pursuant to specific instructions from Defendant. Mr. Goldstone must also perform a
16 "first service" within twenty miles of the pickup location, which entails taking the customer vehicle
17 to the nearest gas station for a fueling and vital fluid check. If Drivers do not comply with the 20-
18 mile requirement, they are penalized financially. Additionally, Mr. Goldstone is required to alert
19 the dispatching PARS Field Office by phone of any significant vehicle issues noted at pickup. The
20 dispatching PARS Field Office then directs Mr. Goldstone on how to address any issues noted.
21 Drivers, including Mr. Goldstone, are reprimanded for any excessive mileage and are required to
22 lodge along the pathway to delivery if completing a long-distance, overnight job. They are not
23 allowed to lodge at home if it is not along the assigned route.

24 11. Furthermore, Drivers are expected to deliver vehicles with at least ¼ tank of fuel and
25 must fuel accordingly prior to delivery. Vehicles cannot be delivered in a dirty state and the Driver
26 is expected to make sure the vehicle is cleaned or detailed to the specifications of the PARS
27 customer.

1 12. Factor B: The Drivers' Delivery Work in Within the Usual Course of Defendant's
2 Delivery Business: The Drivers deliver vehicles to the locations of Defendant's customers, which
3 is an integral part of Defendant's vehicle relocation and transportation business. Indeed,
4 Defendant's company name, "Professional Automotive Relocation Services" alone demonstrates
5 that the Drivers' work duties are within the usual course of Defendant's business. Likewise,
6 Defendant's website describes the company as a "leader in full-service vehicle relocation, transport,
7 and logistics." <https://www.parsinc.com/Info/About>. This is precisely the work performed by
8 Plaintiff and the putative class.

9 13. Factor C: The Drivers are Not Customarily Engaged in an Independently Established
10 Business: Defendant has a uniform practice of requiring Drivers to sign standardized contracts
11 labeling them as so-called "independent contractors" in order to work for Defendant. The Drivers
12 in the Class here are predominantly individual laborers who do not have truly independent
13 businesses. Drivers work directly for Defendant and remain dependent on Defendant as a matter of
14 economic reality. The Drivers generally do not market their services, but rather rely on Defendant
15 for all the customers and vehicle deliveries. Plaintiff does not own any independent business, has
16 not formed a business entity, and does not market any services. Rather, he is a worker employed by
17 Defendant. The vehicles are owned by Defendant's customers and Defendant deals directly with
18 their customers to negotiate and organize the job order details regarding transport of the vehicles.
19 The Drivers have no role in these negotiations.

20 14. Defendant does not allow Drivers to hire other persons to help with vehicle deliveries,
21 work under them, or work in their place to complete orders or run their routes. Additional
22 passengers were not allowed in the vehicles being transported.

23 15. For these reasons, Defendant's "independent contractor" designation is merely a label
24 designed to evade the obligations of an employer, not a reflection that the Drivers are customarily
25 engaged in an independently established trade. *Dynamex Operations W. v. Superior Court* (2018)
26 4 Cal. 5th 903, 962 ("A company that labels as independent contractors a class of workers who are
27 not engaged in an independently established business in order to enable the company to obtain
28 economic advantages that flow from avoiding the financial obligations that a wage order imposes

1 on employers unquestionably violates the fundamental purposes of the wage order. The fact that a
2 company has not prohibited or prevented a worker from engaging in such a business is not sufficient
3 to establish that the worker has independently made the decision to go into business for himself or
4 herself.").

5 16. Defendant's misclassification has resulted in substandard, exploitative working
6 conditions. Defendant relies solely on the "independent contractor" label to avoid paying for all
7 hours worked, minimum wage and overtime, avoid reimbursing work-related expenses incurred by
8 its workers, and not provide an opportunity for Drivers to take time during their long workdays to
9 take off duty meal and rest periods. Defendant also uses the independent contractor designation to
10 unlawfully and unfairly off-load their own business costs and risks onto the workers. The workers,
11 in turn, often do not have the resources to absorb these kinds of costs and risks without incurring
12 significant debt.

13 17. Defendant's work demands require Drivers such as Plaintiff to incur substantial out-
14 of-pocket expenses to discharge their job duties. Defendant requires its Drivers, including Plaintiff,
15 to pay out of their own pockets for the company's own business costs, including but not limited to
16 the cost of fuel necessary to transport vehicles to their customers, the costs of using a mobile phone
17 to communicate with Defendants' managers in the course of providing services, the costs of lodging
18 during lengthy relocation trips, and the cost of transportation to get to the locations where vehicles
19 are picked up for transport. These are Defendant's ordinary business costs that must be reimbursed
20 under applicable law when incurred out-of-pocket by its employees to discharge their job duties.

21 18. Mr. Goldstone's experience exemplifies the unfairness and exploitation of
22 Defendant's misclassification scheme when it comes to out-of-pocket costs. He must pay out of his
23 own pocket for fuel and lodging expenses during vehicle transport trips that are in direct
24 consequence of discharging his job duties for Defendant. Defendant only reimburses Mr. Goldstone
25 for the initial fuel fill up, and Mr. Goldstone is responsible for the second and all subsequent fuel
26 required to complete a delivery, which could require two to three additional fuel refills before
27 reaching the delivery destination. For instance, Defendant's customers expect vehicles to be
28 delivered with a minimum of ¼ tank of fuel, placing the responsibility of the Driver to fuel

1 accordingly prior to delivery. Additionally, Mr. Goldstone must pay out of his own pocket for
2 overnight lodging, which is required by PARS. Mr. Goldstone also must use his personal cell phone
3 while corresponding with PARS managers about delivery statuses, to fill out reports and upload
4 pictures through Defendant's mobile app, and to speak with PARS customers who may call with
5 questions regarding the service. Defendant does not reimburse Mr. Goldstone for any cell phone
6 usage. Mr. Goldstone must also pay for transportation services to and from the delivery pick up
7 and drop off sites. These services vary from public transportation, ride share services such as Uber
8 and Lyft, or flights for longer distances.

9 19. Defendant also has required the Drivers, including Plaintiff, to work well in excess
10 of 8 hours per day to meet vehicle delivery assignments that leave little, if any, time for off-duty
11 rest. For example, the majority of the jobs completed by Plaintiff, Jason Goldstone, are long-
12 distance transports that take well over 8 hours to complete. There also are instances where
13 Defendant's employees must work for more than 40 hours in a given week to complete multiple
14 long-distance transports.

15 20. Yet, Defendant does not make overtime premium payments for these hours spent
16 working in excess of eight hours per day and/or forty hours per week. Rather, Defendant pays Mr.
17 Goldstone and the other putative class members a "per-job" rate that does not include any overtime
18 premium.

19 21. In addition to the failure to pay for hours in excess of 8 per day and 40 per week at an
20 overtime premium rate, Defendant also fails to pay Plaintiff and the other Drivers at all for time spent
21 subject to the Defendant's control. For example, Defendant fails to pay Plaintiff and the other drivers
22 for time spent working through meal periods while on-call, time spent during rest periods, and for
23 nonproductive time spent under Defendant's control, such as time spent waiting at the point of pick-
24 up for a vehicle as a result of delays outside the Drivers' control. This policy of not paying even
25 minimum wage separately from the piece rate for time spent in rest and recovery periods and
26 nonproductive time under Defendant's control violates Labor Code § 226.2.
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28

22. With respect to time spent engaged to be waiting at the point of pickup or elsewhere, Defendant has a policy of paying Drivers \$10 per hour for delay time that exceeds one hour, but this falls below California's minimum wage of \$15 per hour.

23. Furthermore, under the schedules set by Defendant, Mr. Goldstone often lacks sufficient time to take off-duty breaks before the end of the fifth hour of work, and instead must rush to use the bathroom and eat quickly so he can return to his route and complete delivery by the scheduled delivery time.

24. For all the reasons discussed herein, Defendant's unlawful misclassification scheme results in systematic violations of California's wage and hour laws, including:

- a. Failure to pay overtime: Defendant routinely requires and/or suffer and permit Drivers to work well in excess of 8 hours per day and 40 hours per week, without paying them for such hours at the statutorily mandated overtime premium rate of time-and-a half.
- b. Failure to pay straight time for all hours worked and failure to pay minimum wage: Defendant's policy and practice of requiring Plaintiff to remain on call during his off-duty meal periods result in additional unpaid straight time, minimum wage and overtime. This time spent working through meal periods goes unrecorded and uncompensated, even though it should be compensated at minimum wage and/or overtime rates under California law, giving rise to further minimum wage and overtime violations. Further, as piece rate workers, Drivers are entitled to compensation for rest and recovery periods and other non-productive time separate and apart from the piece rate. As a result, Drivers are denied proper compensation for rest and recovery periods and other nonproductive time in violation of Labor Code § 226.2.
- c. Failing to reimburse the Drivers for Defendant's own business expenses that they require Drivers to pay for out of their own pockets: Defendant requires

1 Drivers to pay out of pocket for various items that are essential to Defendant's
2 business, without reimbursing the Drivers for these costs.

3 d. Failing to authorize, permit, and/or make available meal and rest periods to
4 Plaintiff and the Class as required by California law: To be compliant, meal and
5 rest periods cannot be subject to interruption and must be completely duty-free.
6 Furthermore, meal periods must be provided within the first five hours of work,
7 and again before the end of the tenth hour of work; and rest periods must be
8 authorized and permitted by the end of every fourth hour of work or major
9 fraction thereof. Defendant does not provide meal periods or authorize and
10 permit rest periods that are truly duty-free, not subject to interruption, and/or
11 timely. Indeed, Defendant simply has no policy of providing meal periods or
12 authorizing and permitting rest periods. Moreover, Defendant has required
13 Drivers to perform deliveries according to time windows and other restrictions
14 that routinely preclude Drivers from taking timely, off-duty, uninterrupted meal
15 and rest periods. Even when the Drivers are able to steal away some kind of
16 "break," they are still on call while vehicles are in their possession and any break
17 is subject to interruption from Defendant or Defendant's fleet customers. For
18 example, when Mr. Goldstone completed long-distance jobs in excess of 8
19 hours, non-work time was limited to brief stops to eat quickly or use the
20 bathroom before getting back out on the road as soon as possible to ensure he
21 met the delivery windows set by Defendant. Additionally, any "breaks" were
22 subject to interruption by work-related calls from Defendant's managers and
23 customers.

24 25. Defendant has relied entirely on the "independent contractor" label to deny Plaintiff
25 and the Class these basic protections guaranteed by the California Labor Code and the applicable
26 Wage Order.

27 26. Plaintiff brings this class action on behalf of himself and other similarly situated
28 individuals who personally transported vehicles for Defendant in California, while being classified

1 as an independent contractor. Plaintiff seeks to represent other former and current Drivers of
2 Defendant. Plaintiff seeks injunctive and declaratory relief, restitution and compensation for all
3 uncompensated work and unpaid wages (including unpaid premium wages), reimbursement for all
4 expenses incurred as required by employment, liquidated and/or other damages as permitted by
5 applicable law, penalties, interest, attorneys' fees, and costs.

6 27. Plaintiff, on his own behalf and on behalf of all Class Members, brings this action
7 pursuant to Labor Code §§ 201-203, 221, 223, 226.3, 226.7, 226.8 400-410, 432.5, 510, 512, 1182,
8 1174, 1194, 1197.1, and 2802; and California Code of Regulations, Title 8 §11090 §§ 7 & 11-12
9 (Wage Order No. 9). Plaintiff challenges Defendant's policies of: (1) misclassifying Drivers as
10 independent contractors instead of employees; (2) failing to pay Plaintiff and the Class overtime
11 and double time; (3) denying Plaintiff and the Class full compensation for all hours worked; (4)
12 failing to reimburse Plaintiff and the Class for necessary and reasonable business expenses; (5)
13 failing to provide, authorize, permit and/or make available off-duty meal and rest periods to Plaintiff
14 and the Class as required by California law; (6) failing to provide Plaintiff and the Class with
15 accurate, itemized wage statements; and (7) failing to timely pay Plaintiff and the Class full wages
16 upon termination or resignation. Plaintiff seeks compensation, damages, penalties, and interest to
17 the full extent permitted by the California Labor Code and the applicable IWC Wage Orders.

18 28. Plaintiff, on behalf of himself and all others similarly situated, also brings this action
19 pursuant to Business & Professions Code §§ 16600 et seq, and 17200-17208, for unfair competition
20 due to Defendant's unlawful violations of the Labor Code and IWC Wage Orders, and for
21 maintaining unlawful non-compete clauses. Plaintiff, on behalf of himself and all others similarly
22 situated, seeks declaratory and injunctive relief, including restitution under § 17203.

23 29. Plaintiff, on behalf of himself and all other aggrieved employees, also seeks penalties
24 under the Labor Code Private Attorneys General Act of 2004 (PAGA). PAGA provides that any
25 civil penalty assessed and collected by the Labor and Workforce Development Agency (LWDA)
26 for violations of applicable provisions of the California Labor Code may, as an alternative, be
27 recovered through a civil action brought by an aggrieved employee on behalf of himself and other
28 current or former employees pursuant to procedures outlined in California Labor Code § 2699.3.

1 PAGA also provides that an aggrieved employee can bring a civil action on behalf of other
2 aggrieved employees for violation of any other Labor Code provision that does not itself contain a
3 civil penalty, in which case the civil penalties are assessed at \$100 for each aggrieved employee per
4 pay period for the initial violation and \$200 for each aggrieved employee per pay period for each
5 subsequent violation. On November 10, 2022, Plaintiff Goldstone provided written notice to the
6 LWDA of the specific provisions of the California Labor Code alleged to have been violated,
7 including the facts and theories to support the alleged violations. On November 15, 2022, Plaintiff
8 provided the same notice by certified mail to Defendants. Pursuant to Labor Code § 2699.3(C),
9 Plaintiff may bring an action for civil penalties if more than sixty-five (65) calendar days pass after
10 the postmark date of the notice given, and Plaintiff does not receive notification from the LWDA
11 that it intends to investigate. It has been more than sixty-five (65) calendar days since Plaintiff's
12 notice, and he has not received notice from the LWDA that it intends to investigate. Accordingly,
13 Plaintiff has satisfied the administrative prerequisites under California Labor Code Section
14 2699.3(a) to recover civil penalties against Defendants for violations of California Labor Code
15 identified in this Complaint.

16 30. Plaintiff, on behalf of himself and all others similarly situated, also requests
17 reasonable attorneys' fees and costs pursuant to, inter alia, Labor Code §§ 225.5, 226, 226.7, 558,
18 1194, 1197, 2802, and 2699(g); and Code of Civil Procedure § 1021.5.

19 **JURISDICTION AND VENUE**

20 31. The Court has jurisdiction over this class action pursuant to Article 6, § 10 of the
21 California Constitution and California Code of Civil Procedure § 410.10.

22 32. Additionally, this Court has jurisdiction over Plaintiff's and the Class's claims for
23 injunctive relief, including restitution of earned wages, arising from Defendant's unfair competition
24 under Business & Professions Code §§ 17203 and 17204. The Court also has jurisdiction over
25 Plaintiff's and the Class's claims for penalties in violation of the Labor Code pursuant to Business
26 and Professions Code § 17202, as well as pursuant to the applicable Labor Code provisions.

27 33. The Court has jurisdiction over Defendant because it is a corporation authorized to
28 do business in the State of California and is registered with the California Secretary of State.

1 Defendant does sufficient business with sufficient minimum contacts in California, and/or
2 otherwise intentionally avail itself of the California market through the advertising, marketing and
3 sale of goods and services, to render the exercise of jurisdiction over Defendant by the California
4 court consistent with traditional notions of fair play and substantial justice.

5 34. Venue is proper in this judicial district pursuant to Code of Civil Procedure §
6 395.5. Defendant employed Plaintiff and the other Drivers in this County, transacts business in this
7 County, and events complained of in this Complaint occurred in this County. Further, Plaintiff
8 resides in this County.

9 **PARTIES**

10 35. Plaintiff and all of the proposed Class members as set forth below are current or
11 former Drivers who personally made one or more deliveries for Defendant in California, while
12 being classified as independent contractors any time beginning four years before the filing of this
13 complaint.

14 36. Plaintiff, Jason Goldstone, is a resident of Pleasant Hill, California. Plaintiff has
15 worked as a Driver for Defendant, transacting business on behalf of Defendant throughout the state
16 of California, between approximately October 2019 to the present.

17 37. Professional Automotive Relocation Services, Inc. (“PARS”) is registered to do
18 business in California, does business in California and contracts with Drivers, including Plaintiff
19 and the putative Class members for its business in California. PARS may be served with process
20 by serving its registered agent, CSC-Lawyers Incorporating Service, 2710 Gateway Oaks Dr. Ste
21 150N, Sacramento, CA 95833.

22 38. Plaintiff is informed, believes, and thereon alleges that the acts and omissions alleged
23 herein were performed by, and/or attributable to, Defendant, each acting as agents and/or
24 employees, and/or under the direction and control of each of the other, and that said acts and failures
25 to act were within the course and scope of said agency, employment and/or direction and control.

26 39. At all material times, Defendant has done business under the laws of California, have
27 had places of business in California, including in this judicial district, and have employed putative
28 Class members in this District and elsewhere throughout California. Defendant is “persons” as

1 defined in Cal. Lab. Code § 18 and “employers” as that term is used in the Cal. Lab. Code, the IWC
2 Wage Orders regulating wages, hours, and working conditions, and the Cal. Bus. & Prof. Code §
3 17201.

4 **FACTUAL ALLEGATIONS**

5 40. Plaintiffs incorporate herein by reference the allegations set forth above.

6 41. PARS is an authorized transportation motor vehicle carrier that transports cars,
7 trucks, and equipment to fleet companies in the State of California and throughout the United States.
8 To do this, PARS contracts with Plaintiff and other putative class members as Drivers to provide
9 these vehicle relocation services. The Drivers sign up for jobs with PARS directly to provide these
10 services and report to PARS management. Their job duties include picking up and delivering
11 vehicles to PARS’ fleet customers, maintenance, repairs, DMV services, vehicle inspections, and/or
12 vehicle cleaning and detailing.

13 **Defendant’s Misclassification of Drivers as Independent Contractors**

14 42. Defendant requires Drivers to sign standardized contracts labeling them as so-called
15 “independent contractors” to work for Defendant. Yet, the Drivers are predominantly individual
16 laborers who have no independent “company” or “business”.

17 43. The Drivers generally do not market their services, but rather rely on Defendant for
18 all the customers and vehicle deliveries. Plaintiff does not own any independent business or market
19 services.

20 44. Defendant does not allow Drivers to hire other persons to help with vehicle deliveries,
21 work under them, or work in their place to complete orders or run their routes. As mentioned above,
22 additional passengers were not even allowed in the vehicles being transported.

23 45. Defendant’s “independent contractor” designation is merely a label designed to evade
24 the obligations of an employer, not a reflection that the Drivers are customarily engaged in an
25 independently established trade. *Dynamex Operations W. v. Superior Court* (2018) 4 Cal. 5th 903,
26 962 (“A company that labels as independent contractors a class of workers who are not engaged in
27 an independently established business in order to enable the company to obtain economic
28 advantages that flow from avoiding the financial obligations that a wage order imposes on

1 employers unquestionably violates the fundamental purposes of the wage order. The fact that a
2 company has not prohibited or prevented a worker from engaging in such a business is not sufficient
3 to establish that the worker has independently made the decision to go into business for himself or
4 herself.”).

5 46. Despite labeling the Drivers as “independent contractors”, Defendant retains the right
6 to exercise extensive control over the way Drivers perform their job.

7 47. Defendant retains the right to terminate the Drivers with or without cause, just like
8 an at-will employee.

9 48. Defendant also retains the right to control the Drivers’ delivery deadlines, what
10 customers they serve, how they communicate with dispatch, and how they communicate with third
11 parties.

12 49. Defendant also provides Drivers with a uniform “Independent Contractor Reference
13 Guide,” which promulgates rules, procedures, and customer requirements Drivers must follow
14 regarding communications with dispatch, communications with third parties, reporting, vehicle
15 safety, and professionalism, among other rules. For example, Defendant’s reference guide contains
16 controlling language for how the delivery is to be performed such as: “At pickup, “independent
17 contractor” should introduce himself/herself to the pickup party and outline the process for
18 completing the mobile app pickup report and overall pickup process. The “independent contractor”
19 will execute the pickup report on the mobile app before reviewing with the pickup party, ensuring
20 pickup email address is provided, and requesting signature... At time of pickup the “independent
21 contractor” should alert the dispatching PARS Field Office by phone of any significant vehicle
22 issues noted at pickup. The dispatching PARS Field Office will direct “independent contractor” on
23 how to address any issues noted.” This language clearly shows extensive control and direction over
24 the performance of the Drivers’ work.

25 50. Defendant maintains rules governing the details of the Drivers’ work, such as vehicle
26 safety rules and professionalism standards. Other rules include prohibiting any driving after sun-
27 down, prohibiting Drivers from accepting rides from customers, requiring calls to customers 24
28 hours in advance of pick-up, imposing speed limits regardless of posted limits, and prohibiting

1 Drivers with overnight deliveries from lodging anywhere outside the path to delivery, among other
2 restrictive rules.

3 51. Defendant controls Drivers' schedules by imposing strict time windows for vehicle
4 pickup and delivery.

5 52. Defendant controls the Drivers' access to the jobs using a proprietary mobile
6 application. Once a Driver begins a job, Defendant provides specific instructions and customer
7 requirements to the Driver regarding how the delivery is to be performed and completed. For
8 example, Defendant oversees the delivery process by requiring Drivers to submit a pick-up report
9 through Defendant's mobile app and to call the PARS field office throughout the course of their
10 deliveries to provide status updates regarding vehicle pick up, delivery of the vehicle, and at any
11 other services or stops required in between. Each job order includes a projected mileage that PARS
12 instructs Drivers not to exceed, limiting their freedom to choose the optimal route between pick-up
13 and delivery.

14 53. Defendant reprimands the Drivers for excessive mileage and limits them to mileage
15 reflecting the distance for assigned vehicle delivery. For instance, on overnight jobs, Drivers cannot
16 spend the night in their homes if it required additional mileage outside the job assignment's path of
17 delivery. Defendant expects Drivers to find on-path lodging for which they are not reimbursed.

18 54. Defendant threatens Drivers with termination if they did not comply with the above-
19 mentioned rules and procedures.

20 55. Defendant sets a flat per-job rate for each job order, plus a \$10 hourly rate for delay
21 time that exceeds one hour. The rate set is determined by negotiations between Defendant and their
22 customers and is based on factors outside the Driver's control.

23 56. The Drivers are no different than at-will employees because Defendant has the right
24 to terminate them without cause and has threatened to do so if the Drivers fail to comply with
25 Defendant's rules. Defendant uses the threat of termination to ensure that the Drivers fall in line
26 with Defendant's requirements.

27 57. The Drivers deliver vehicles to the locations of Defendant's customers, an integral
28 part of Defendant's vehicle relocation and transportation business, as indicated in Defendant's

1 company name, Professional Automotive Relocation Services. Defendant's website describes the
2 company as a "leader in full-service vehicle relocation, transport, and logistics."
3 <https://www.parsinc.com/Info/About>. This is precisely the work performed by Plaintiff and the
4 putative class.

5 58. Defendant facilitates the deliveries performed by the Drivers for their customers.
6 Defendant obtains the customers for the vehicle transports, sets the rate that the customers will be
7 charged, and tells Drivers where to pick up and deliver the vehicles.

8 59. In the course of vehicle transport, Defendant requires Drivers to provide status
9 updates to Defendant at pick-up, any maintenance or cleaning required in between, and once
10 delivery is made. The Drivers use Defendant's own tracking and recordkeeping system.

11 60. Defendant's vehicle relocation business could not function without its labor force of
12 Drivers. The Drivers' work of making vehicle deliveries is firmly within the usual course of
13 Defendant's vehicle relocation business.

14 **Defendant's Failure to Pay Overtime Compensation**

15 61. Drivers routinely work long days well in excess of 8 hours just to finish their day's
16 assigned deliveries. They also work more than 40 hours per week when handling multiple vehicle
17 transports in a given week. Yet, Defendant's standardized compensation scheme pays only on a
18 piece rate basis (as discussed above) and do not include any premiums for overtime or double
19 time. Mr. Goldstone regularly completed long-distance jobs well in excess of 8 hours per day
20 earning daily overtime without any premium pay.

21 **Defendant's Failure to Pay all Straight Time and Minimum Wages:**

22 62. Defendant's policy and practice of requiring Drivers to remain on call during their
23 off-duty meal periods result in additional unpaid straight time, minimum wage and overtime. This
24 time spent working through meal periods goes unrecorded and uncompensated, even though it
25 should be compensated at minimum wage and/or overtime rates under California law.

26 63. Further, as piece rate workers, Drivers are entitled to compensation for rest and
27 recovery periods and other non-productive time separate and apart from the piece rate. Defendant
28 does not pay Drivers for time spent on call and/or working through meal periods, or for time spent

1 during rest periods. Nor does Defendant pay its Drivers for delay time outside of their control
2 unless it exceeds one hour. Even then, Defendant only pays Drivers \$10 an hour for nonproductive
3 delay time, which falls below minimum wage. As a result, the Drivers are denied compensation for
4 rest and recovery periods and other nonproductive time, in violation of applicable law.

5 **Defendant's Failure to Reimburse Drivers for its own Business Costs**

6 64. As a result of misclassifying Drivers as independent contractors, Defendant passed
7 on many costs of running their business to Drivers, who must cover Defendant's own business costs
8 out of their own pockets. These costs include, but are not necessarily limited to: (1) fuel in
9 connection with their operation of the vehicles used to perform the deliveries; (2) expenditures in
10 connection with lodging or overnight stay accommodations required by Defendant for the Class
11 members to perform long-distance or overnight delivery services; (3) public transportation, flights,
12 and rideshare services to and from pick-up and delivery sites; and (4) use of a cell phone to access
13 Defendant's proprietary mobile application required for delivery assignments, and to allow
14 Defendant and its customers to communicate with the Drivers and track their progress, among other
15 costs.

16 **Defendant's Failure to Provide Off-Duty Meal Periods**

17 65. Defendant fails to provide the Drivers an opportunity to take off-duty meal periods
18 of at least 30 minutes by each 5-hour segment of work. The delivery schedules Defendant assigns
19 to its Drivers routinely do not permit an opportunity to take these off-duty meal periods, because
20 they require Drivers to meet time windows that do not build in sufficient time for off-duty meal
21 periods by the end of the fifth hour of work and again by the end of the tenth hour of work. Nor do
22 Defendant's delivery assignments provide designated windows of time in which Drivers may take
23 meal breaks.

24 66. In addition, Defendant simply has no policy in place to provide Drivers with off-duty
25 meal periods.

26 67. Defendant also requires Drivers to remain on call when in possession of one of
27 Defendant's vehicles. If Drivers stop to take some kind of break, they remain on call when in
28 possession of a vehicle and are subject to being called by Defendant or Defendant's customers at

1 any time prior to completion of the vehicle delivery. Thus, any time that Drivers may steal away is
2 “on duty” and not a compliant meal period.

3 68. As a result of these policies, the Drivers rarely have 30 minutes completely relieved
4 of duty, much less an opportunity to take truly off-duty meal periods of at least 30 minutes by the
5 fifth and tenth hours of work. Instead, they typically eat quickly and continue working or forgo a
6 full 30-minute break altogether in order to ensure their vehicle is delivered within the time allotted.

7 **Defendant’s Failure to Authorize and Permit or Pay for Rest Periods**

8 69. Defendant also fails to authorize or permit off duty, paid rest periods of at least 10
9 minutes of rest time for every 4 hours of work or major fraction thereof. As with the failure to
10 provide meal periods, Defendant’s strict time windows and work expectations, as well as the need
11 to remain on-call and vigilant routinely do not permit the Drivers an opportunity to stop and rest,
12 while off-duty, for 10 minutes during each 4-hour work period or major fraction thereof.

13 70. Moreover, Defendant has no policy of authorizing or permit rest periods of any kind,
14 much less off-duty rest periods for every 4-hour work period or major fraction thereof, or paid rest
15 periods, as the law requires.

16 71. Drivers also remain on call during these periods, so any moment of rest or downtime
17 is subject to interruption. There are not off-duty breaks.

18 72. Additionally, Defendant’s piece rate compensation system does not include any
19 separate compensation for rest periods, even assuming they were authorized and permitted.

20 **Defendant’s Failure to Maintain Adequate Employment Records**

21 73. Defendant also fails to maintain documentation of the actual hours worked each day
22 by Drivers, all wages and piece rate units earned and meal periods received.

23 **Defendant’s Failure to Provide Accurate Itemized Wage Statements**

24 74. Defendant failed to provide wage statements accurately showing, among other items,
25 gross wages, total hours worked, number of piece-rate units earned, all applicable piece and/or
26 hourly rates, and net wages earned. Defendant’s failure to provide this information has been
27 knowing and intentional, and has injured the Class Members because they must bring this action to
28 obtain correct wage information and the correct designation of who is responsible as an employer

1 for their working conditions and pay.

2 **Defendant's Failure to Pay All Wages Due Upon Termination of Employment**

3 75. Defendant fails, upon termination of employment, to pay Drivers all accrued
4 compensation including, among others, repayment of all unlawful deductions from wages;
5 reimbursement of expenses; payment of overtime compensation; wages owed to Drivers for
6 performing various unpaid common tasks; and premium wages for missed and noncompliant meal
7 and rest periods.

8 **Defendant's Willful Violations of the California Labor Code**

9 76. Defendant knew or should have known that Drivers were Defendant's employees
10 under California law; were entitled to be paid minimum wage, straight time and overtime; to be
11 provided with off-duty meal periods and authorized and permitted off-duty rest periods; and to be
12 reimbursed for all work-related expenditures or losses incurred by Drivers in direct consequence of
13 their work for Defendant, among the other benefits and privileges to which employees are entitled
14 under the California Labor Code and Wage Order No. 9. Nonetheless, Defendant continues to
15 maintain a business model premised on an unlawful independent contractor designation that results
16 in the denial of these important protections.

17 77. Defendant's unlawful conduct has been widespread, repeated, and consistent
18 throughout California.

19 78. Defendant knows or should know that its policies and practices are unlawful and
20 unfair.

21 79. Defendant's conduct is willful, carried out in bad faith, and has caused significant
22 damages to employees misclassified as independent contractors, in an amount to be determined at
23 trial.

24 **CLASS ACTION ALLEGATIONS**

25 80. Plaintiff brings this case as a class action on behalf of himself and all others similarly
26 situated pursuant to Cal. Code Civ. Proc. § 382. The putative Class that Plaintiff seeks to represent
27 is defined as follows:

28 **All Drivers who have performed at least one vehicle relocation for Defendant in**

1 **California, while being classified by Defendant as an independent contractor, at**
2 **any time from four years prior to the filing of this Complaint until the resolution**
3 **of this action (the “Class”).**

4 81. This action has been brought and may properly be maintained as a class action
5 because there is a well-defined community of interest in the litigation and the putative Class is
6 easily ascertainable.

7 a. **Numerosity:** The potential Members of the class are so numerous that joinder of all
8 the Members of the Class is impracticable. Plaintiff estimates that the number of
9 California Class Members exceeds 600. This volume makes bringing the claims of
10 each individual member of the Class before this Court impracticable. Likewise,
11 joining each individual member of the California Class as a plaintiff in this action is
12 impracticable. Furthermore, the identities of the California Class can be determined
13 from Defendant’s records, as will the compensation paid to each of them. As such, a
14 class action is a reasonable and practical means of resolving these claims. To require
15 individual actions would prejudice the California Class and Defendant.

16 b. **Commonality:** There are questions of law and fact common to Plaintiff and the
17 putative Class that predominate over any questions affecting only individual
18 members of the putative Class. These common questions of law and fact include, but
19 are not limited to:

- 20 i. Whether the Drivers are independent contractors or employees under
21 applicable law;
- 22 ii. Whether the Drivers are free from Defendant’s control and direction in
23 the performance of their job;
- 24 iii. Whether the Drivers’ delivery work is within the usual course of
25 Defendant’s business;
- 26 iv. Whether the Drivers are customarily engaged in independently
27 established businesses;
- 28 v. Whether the Drivers are entitled to be reimbursed for out-of-pocket
expenses incurred in direct consequence of discharging their job duties

- 1 for Defendant;
- 2 vi. Whether the Defendant pays the Drivers overtime or double time wages
- 3 for performing work over (8) hours per day, over twelve (12) hours per
- 4 day, and/or over forty (40) hours per week;
- 5 vii. Whether Defendant fails to provide the Drivers an opportunity to take
- 6 timely, off-duty meal periods that are not subject to interruption;
- 7 viii. Whether Defendant fails to authorize and permit timely, off-duty rest
- 8 periods that are not subject to interruption;
- 9 ix. Whether Defendant has failed to pay meal and rest premiums when meal
- 10 and rest periods were not provided;
- 11 x. Whether the pay statements provided to the Drivers in connection with
- 12 their compensation contain all elements mandated for accurate itemized
- 13 wage statements under Cal. Labor Code § 226(a);
- 14 xi. Whether Defendant's policies and practices have resulted in violation of
- 15 one or more of the Labor Code Provisions cited herein;
- 16 xii. Whether Defendant's policies and practices are unlawful, unfair and/or
- 17 fraudulent business practices in violation of California Business &
- 18 Professions Code §§17200, *et seq.*;
- 19 xiii. The injunctive and/or monetary relief to which Plaintiff and the Class may
- 20 be entitled as a result of the violations alleged herein.

21 c. **Typicality:** Plaintiff's claims are typical of the claims of the Class. Defendant's

22 common course of conduct in violation of law as alleged herein has caused Plaintiff

23 and putative Class members to sustain the same or similar injuries and damages.

24 Plaintiff's claims are thereby representative of and co-extensive with the claims of

25 the Class.

26 d. **Adequacy of Representation:** Plaintiff is a member of the Class, does not have any

27 conflicts of interest with other putative Class members, and will prosecute the case

28 vigorously on behalf of the Class. Counsel representing Plaintiff is competent and

1 experienced in litigating large employment class actions, including wage and hour
2 cases. Plaintiff will fairly and adequately represent and protect the interests of the
3 Class members.

- 4 e. **Superiority of Class Action:** A class action is superior to other available means for
5 the fair and efficient adjudication of this controversy. Individual joinder of all
6 putative Class members is not practicable, and questions of law and fact common to
7 the Class predominate over any questions affecting only individual members of the
8 Class. Each putative Class member has been damaged and is entitled to recovery by
9 reason of Defendant's illegal policies and/or practices. Class action treatment will
10 allow those similarly situated persons to litigate their claims in the manner that is
11 most efficient and economical for the parties and the judicial system.

12 82. The Class may also be certified because the prosecution of separate actions by the
13 individual members of the Class would create a risk of inconsistent or varying adjudication with
14 respect to individual members of the Class, and, in turn, would establish incompatible standards of
15 conduct for Defendant.

16 83. If each individual Class member were required to file an individual lawsuit, Defendant
17 would necessarily gain an unconscionable advantage because Defendant would be able to exploit
18 and overwhelm the limited resources of each member of the Class with Defendant's vastly superior
19 financial legal resources.

20 84. Requiring each individual Class member to pursue an individual remedy would also
21 discourage the assertion of lawful claims by the Class members who would be disinclined to pursue
22 these claims against Defendant because of an appreciable and justifiable fear of retaliation and
23 permanent damage to their lives, careers and well-being.

FIRST CAUSE OF ACTION
Failure to Pay for All Hours Worked
Labor Code §§ 201, 202, 204, 221-223, and 226.2

85. Plaintiff realleges and incorporates by reference the above paragraphs as though fully set forth below.

86. California Labor Code §200 defines wages as “all amounts for labor performed by employees of every description, whether the amount is fixed or ascertained by the standard of time, task, piece, commission basis or other method of calculation.”

87. California Labor Code §§ 201 and 202 require an employer to pay all wages earned but unpaid immediately upon the involuntary discharge of an employee or within seventy-two (72) hours of an employee’s voluntary termination of employment.

88. California Labor Code §204 provides that employers must compensate employees for all hours worked “twice during each calendar month, on days designated in advance by the employer as the regular paydays.”

89. California Labor Code §§221-223 prohibit employers from withholding and deducting wages, or otherwise artificially lowering the wage scale of an employee.

90. Defendant employs Plaintiff and the Class.

91. In violation of Labor Code §226.2, Defendant has failed to fully compensate Plaintiff and the Class members for time spent working or on call during meal periods, time spent during rest and recovery periods, and time spent during other nonproductive time, separate from any piece rate compensation. For example, Defendant fails to compensate for time spent during delays at the pick-up point under 1 hour that are outside the Drivers’ control. Even when such delays exceed 1 hour, Defendant pays Plaintiff and the Class members a separate hourly rate of only \$10 per hour for nonproductive time, which falls below California’s minimum wage of \$15 per hour.

92. Defendants’ unlawful compensation scheme has denied Plaintiff and the Class the straight time wages to which they are entitled under the law. As explained above, Plaintiff and members of the Class frequently have worked time for which they are not compensated at their regular rates of pay, as determined by the Industrial Welfare Commission.

93. Accordingly, Defendants have artificially reduced Plaintiff’s and its other Drivers’ pay

1 rates by denying them compensation for time worked.

2 94. As a proximate result of these violations, Defendants have damaged Plaintiffs and the
3 Class in amounts to be determined according to proof at trial.

4 95. Pursuant to Labor Code §218.6 and/or Civil Code §3287(a), Plaintiff and other
5 members of the Class are entitled to recover pre-judgment interest on wages earned, but not paid
6 every pay period.

7 96. Plaintiff, on behalf of himself and all others similarly situated, seeks all unpaid
8 compensation, damages, penalties, interest and attorneys' fees and costs, recoverable under
9 applicable law set forth below.

10 **SECOND CAUSE OF ACTION**
Failure to Pay Overtime Compensation

11 **California Labor Code §§ 510, 515.5, 1194, and 1198 *et seq.*, and IWC Wage Order No. 9.**

12 97. Plaintiff realleges and incorporates the foregoing paragraphs as though fully set forth
13 herein.

14 98. California Labor Code §§ 510 and 1198, and IWC Wage Order No. 9, § 3, provides
15 that employees in California shall not be employed more than eight (8) hours in any workday or
16 forty (40) hours in any workweek unless they receive additional compensation beyond their regular
17 wages in amounts specified by law.

18 99. Defendant has failed to pay Plaintiff, and other members of the Class, overtime
19 compensation for the hours they worked in excess of the maximum hours permissible by law under
20 California Labor Code §§ 510 and 1198, and IWC Wage Order No. 9, § 3. Defendant requires
21 and/or suffers and permits Plaintiff and other members of the Class to work overtime hours.

22 100. Defendant's failure to pay additional, premium rate compensation to Plaintiff and
23 members of the Class for their overtime hours worked has caused Plaintiff and Class members, and
24 continues to cause many Class Members, to suffer damages in amounts which are presently
25 unknown to them, but which exceed the jurisdictional threshold of this Court and which will be
26 ascertained according to proof at trial.

27 101. Pursuant to Labor Code §218.6 or Civil Code §3287(a), Plaintiff and other members
28 of the Class are entitled to recover pre-judgment interest on wages earned, but not paid every pay

1 period.

2 102. As a direct and proximate result of the unlawful acts and/or omissions of
3 Defendant, Plaintiff and Class members have been deprived of overtime and double time
4 compensation in an amount to be determined at trial. Plaintiffs and other members of the Class
5 request recovery of overtime and double time compensation according to proof, interest, attorney's
6 fees and costs of suit pursuant to California Labor Code §§1194(a), 554, 1194.3 and 1197.1, as well
7 as the assessment of any statutory penalties against Defendant, in a sum as provided by the
8 California Labor Code and/or other statutes.

9 **THIRD CAUSE OF ACTION**
10 **Failure to Pay Minimum Wages**
11 **California Labor Code §§ 1182.11, 1182.12, 1194, 1197, and 1197.1**

12 103. Plaintiff hereby realleges and incorporates by reference the allegations set forth above
13 as if fully set forth herein.

14 104. During the applicable statutory period, California Labor Code §§1182.11, 1182.12
15 and 1197, and the Minimum Wage Order were in full force and effect and required that the Class
16 members receive the minimum wage for all hours worked at a rate not less than eleven dollars
17 (\$11.00) per hour.

18 105. Defendant employs Plaintiff and the Class.

19 106. The Drivers are not paid at all—much less at the statutory minimum wage—for many
20 hours work. For example, Drivers are on-duty during any meal, rest, and recovery periods but this
21 time is not included in Defendant's piece rate.

22 107. Further, pursuant to Labor Code §226.2, employees shall be compensated for rest and
23 recovery periods and other nonproductive time separate from any piece rate compensation.
24 However, Defendant fails to compensate for time spent during delays at the pick-up point under 1
25 hour that are outside the Drivers' control. Even when such delays exceed 1 hour, Defendant pays
26 Plaintiff and the Class members a separate hourly rate of only \$10 per hour for nonproductive time,
27 which falls below California's minimum wage of \$15 per hour.

28 108. Defendant's unlawful compensation scheme has denied Plaintiff and the Class the

1 minimum wages to which they are entitled under the law. As explained above, Plaintiff and
2 members of the Class frequently have worked time for which they are not compensated even at the
3 statutory minimum wage, as determined by the Industrial Welfare Commission.

4 109. Labor Code §1194.2 provides that, in any action under §1194 to recover wages
5 because of the payment of a wage less than minimum wage fixed by an order of the commission,
6 an employee shall be entitled to recover liquidated damages in an amount equal to the wages
7 unlawfully unpaid and interest thereon.

8 110. Defendant's unlawful practice of failing to reimburse for considerably high expenses
9 that are essential to Defendant's business effectively deprives Plaintiff and the Class members of
10 minimum wages.

11 111. Pursuant to Labor Code §218.6 or Civil Code §3287(a), Plaintiffs and other members
12 of the Class are entitled to recover pre-judgment interest on wages earned, but not paid every pay
13 period.

14 112. As a direct and proximate result of the unlawful acts and/or omissions of Defendants,
15 Plaintiff and members of the Class have been deprived of minimum wages in an amount to be
16 determined at trial, and are entitled to a recovery of such amount, plus liquidated damages, plus
17 interest thereon, attorneys' fees, and costs of suit pursuant to Labor Code §§ 1194, 1194.2 and
18 1197.1.

19 **FOURTH CAUSE OF ACTION**
20 **Reimbursement of Business Expenses**
21 **California Labor Code §§ 2800, 2801, 2804**
(On Behalf of the Class)

22 113. Plaintiff realleges and incorporates the foregoing paragraphs as though fully set forth
23 herein.

24 114. At all relevant times, Plaintiff, and members of the Class, were employees covered
25 by Labor Code §§ 2800, 2802, and 2804.

26 115. California Labor Code § 2800 provides: "An employer shall in all cases indemnify
27 his employee for losses caused by the employer's want of ordinary care."

28 116. California Labor Code § 2802 provides "An employer shall indemnify his or her

1 employee for all necessary expenditures or losses incurred by the employee in direct consequence
2 of the discharge of his or her duties, or of his or her obedience to the directions of the employer,
3 even though unlawful, unless the employee, at the time of obeying the directions, believed them to
4 be unlawful.”

5 117. During the applicable statutory period, Plaintiff and the Class members incurred
6 necessary expenditures and losses in direct consequence of the discharge of their employment duties
7 and in obedience to the directions of Defendant, for which Defendant did not reimburse Plaintiff
8 and Class members, including but not limited to: (1) fuel in connection with their operation of the
9 vehicles used to perform the deliveries; (2) expenditures in connection with lodging or overnight
10 stay accommodations required by Defendant for the Class members to perform long-distance or
11 overnight delivery services; (3) public transportation, flights, and rideshare services to and from
12 pick-up and delivery sites; and (4) Use of a cell phone to access Defendant’s proprietary mobile
13 application required for delivery assignments, and to allow Defendant and its customers to
14 communicate with the Drivers for work purposes.

15 118. Labor Code §2804 provides: “Any contract or agreement, express or implied, made
16 by any employee to waive the benefits of this article or any part thereof, is null and void, and this
17 article shall not deprive any employee or his personal representative of any right or remedy to which
18 he is entitled under the laws of this State.”

19 119. Thus, regardless of any contract signed by Class members, Defendant has engaged
20 in illegal expense-shifting practices by failing to fully reimburse Plaintiff and the members of the
21 Class for necessary business-related expenses and costs.

22 120. Under California Labor Code §§ 2800, 2802, and 2804, Plaintiff and Class Members
23 are entitled to recover their unreimbursed expenditures and losses, interest thereon, attorney’s fees,
24 and costs of suit, in an amount to be proven at trial.

25 **FIFTH CAUSE OF ACTION**

26 **Failure to Provide Off Duty and Compliant Meal Periods, or Compensation in Lieu**
27 **California Labor Code §§ 226.7 and 512; and Title 8 C.C.R. §11090 ¶¶ 7 & 11**
28 **(On Behalf of the Class)**

121. Plaintiff realleges and incorporates the foregoing paragraphs as though fully set forth

1 herein.

2 122. California Labor Code §§ 226.7 and 512, and Title 8 of the California Code of
3 Regulations § 11090, ¶ 11 require Defendant to provide meal periods to Plaintiffs and members of
4 the proposed Class. California Labor Code §§ 226.7 and 512, and Title 8 of the California Code of
5 Regulations § 11090, § 11 prohibit employers from employing an employee for more than five
6 hours without a meal period no less than 30 minutes and for more than 10 hours without a second
7 meal period. Unless the employee is relieved of all duty during the 30-minute meal period, the
8 employee is considered “on-duty” and the meal or rest period is counted as time worked.

9 123. Defendant does not provide the Class members with meal periods during which they
10 are completely relieved of duty for at least 30 minutes by the fifth hour of work and again by the
11 tenth hour of work. To the contrary, Defendants require Drivers to adhere to strict schedules and
12 work obligations that do not build in sufficient time for Drivers to be relieved of duty for 30-minute
13 meal periods at regular intervals throughout the workday.

14 124. Defendant also does not maintain any meal period policy, much less a policy of
15 providing off-duty meal periods by the end of the fifth hour of work and again by the end of the
16 tenth hour of work.

17 125. As an additional basis for Defendant’s violation of the meal period requirements,
18 Drivers must remain on duty and on call throughout their workdays. Thus, any time in between
19 performing productive work tasks is on-duty and therefore does not comply with the Wage Order’s
20 requirement that meal periods be off-duty.

21 126. Because the Class members must adhere to Defendant’s delivery schedules and are
22 to remain on call, they routinely do not have an opportunity to take off duty meal periods during
23 their shifts.

24 127. Title 8 of the California Code of Regulations §11090, ¶ 7 requires Defendant to keep
25 time records of meal periods in order to satisfy the requirements of California’s meal period laws
26 and regulations. Defendant’s records or lack thereof demonstrate that they have not provided off-
27 duty meal periods as required by applicable law.

28 128. Defendant has failed to perform their obligations to provide Plaintiff and Class

1 members' off-duty meal periods. Defendant also has failed to pay Plaintiff and Class members one
2 hour of pay for each day that one or more off-duty meal periods were not provided. Defendant's
3 conduct described herein violates California Labor Code §§226.7 and 512 and Title 8 of the
4 California Code of Regulations §11090. Therefore, Plaintiff and members of the putative Class are
5 entitled to compensation for Defendant's failure to provide meal periods, plus interest, expenses,
6 and costs of suit pursuant to California Labor Code §§226.7(b) and Title 8 of the California Code
7 of Regulations §11090.

8 **SIXTH CAUSE OF ACTION**

9 **Failure to Provide Paid, Off Duty or Compliant Rest Periods,**
10 **and/or Compensation in Lieu Thereof**
11 **California Labor Code §§ 226.7 and Title 8 C.C.R. § 11090 ¶ 12**
12 **(On Behalf of the Class)**

13 129. Plaintiff realleges and incorporates the foregoing paragraphs as though fully set forth
14 herein.

15 130. California Labor Code §226.7 and Title 8 of the California Code of Regulations §
16 11090, ¶ 12 require Defendant to authorize and permit rest periods to Plaintiff and members of the
17 proposed Class at the rate of ten minutes net rest time per four hours or major fraction thereof.

18 131. Defendant simply does nothing to authorize and permit the Class members rest
19 periods during which they are completely relieved of duty for at least 10 minutes during each 4-
20 hour work period or major fraction thereof. To the contrary, even if Drivers are able to steal away
21 some kind of "rest" time, they are still on duty and on call throughout their workday, subject to
22 being called upon for delivery updates or questions from Defendant and Defendant's customers.

23 132. Defendant's policy is for the Class members to make deliveries according to a strict
24 schedule, avoiding any excessive mileage, and in conformity with delivery assignments mandating
25 windows of time in which each delivery must be made. The arrangement of the delivery windows,
26 the distances in between deliveries, and the need to remain vigilant for customers routinely do not
27 permit the Class members an opportunity to stop and be completely removed from duty to rest for
28 at least 10 minutes during each 4-hour work period or major fraction thereof.

133. Defendant also fails to budget time into the routes for rest periods or to maintain a

1 policy of authorizing and permitting rest periods.

2 134. As still another separate and independent basis for the denial of rest periods,
3 Defendant's piece rate pay system includes no separate pay for rest periods in violation of California
4 law, assuming rest periods were permitted, authorized and taken.

5 135. Under both California Labor Code § 226.7 and Title 8 of the California Code of
6 Regulations §1190, ¶ 12, an employer must pay an employee who was denied a required rest period
7 1 hour of pay at the employee's regular rate of compensation for each workday that the rest period
8 was not provided.

9 136. At all relevant times herein, Defendant has failed to perform their obligations to
10 authorize and permit Plaintiff and Class Members to take rest periods as set forth above. Defendant
11 also failed to pay wages for rest periods separately from the piece rate. Defendant also has not paid
12 Plaintiff and Class members one (1) hour of pay for each day that they were not authorized or
13 permitted to take all the paid, off duty rest period to which they were entitled. Defendant's conduct
14 described herein violates California Labor Code §§ 226.7 and Title 8 of the California Code of
15 Regulations §11090. Therefore, Plaintiff and members of the putative Class are entitled to
16 compensation for Defendant's failure to authorize, permit and pay for rest periods, plus interest,
17 and costs of suit pursuant to California Labor Code §§ 226.7(b), and Title 8 of the California Code
18 of Regulations § 11090.

19 **SEVENTH CAUSE OF ACTION**
20 **Failure to Keep Accurate Payroll Records**
21 **California Labor Code §§ 1174 & 1174.5**
22 **(On Behalf of the Class)**

23 137. Plaintiff realleges and incorporates the foregoing paragraphs as though fully set forth
24 herein.

25 138. California Labor Code §1174 requires Defendant to maintain payroll records
26 showing the actual hours worked daily by Plaintiffs and the Class members.

27 139. Defendant knowingly, intentionally, and willfully has failed to maintain payroll
28 records showing the actual hours worked by Plaintiff and the Class members as required by
California Labor Code §1174 and in violation of §1174.5. As a direct result of Defendant's failure

1 to maintain payroll records, Plaintiff and the Class members have suffered actual economic harm
2 as they have been precluded from accurately monitoring the number of hours they have worked and
3 thus seeking all accrued minimum wages, agreed upon wages, and overtime pay. As a direct and
4 proximate result of the unlawful acts and/or omissions of Defendant, Plaintiff and the Class
5 members are entitled to recover damages and civil penalties in an amount to be determined at trial,
6 plus interest, attorneys' fees, and costs of suit.

7
8 **EIGHTH CAUSE OF ACTION**
9 **Failure to Provide Accurate, Itemized Wage Statements**
10 **California Labor Code § 226(a)**
11 **(On Behalf of the Class)**

12 140. Plaintiff realleges and incorporates the foregoing paragraphs as though fully set forth
13 herein.

14 141. California Labor Code §226(a) provides that every employer must furnish each
15 employee with an accurate itemized wage statement, in writing, showing nine pieces of information,
16 including: 1) gross wages earned; 2) total hours worked by the employee; 3) the number of piece-
17 rate units earned and any applicable piece rate if the employee is paid on a piece rate basis; 4) all
18 deductions, provided that all deductions made on written orders of the employee may be aggregated
19 and shown as one item; 5) net wages earned; 6) the inclusive dates of the period for which the
20 employee is paid; 7) the name of the employee and the last four digits of his or her social security
21 number or an employee identification number other than a social security number; 8) the name and
22 address of the legal entity that is the employer; and 9) all applicable hourly rates in effect during
the pay period and the corresponding number of hours worked at each hourly rate by the
employee.

23 142. California Labor Code §226(e)(1) provides that an employee suffering an injury as a
24 result of a knowing and intentional failure to provide a statement accurately itemizing the
25 information set forth in Labor Code §226(a), then the employee is entitled to recover the greater of
26 all actual damages or fifty-dollars (\$50.00) for the initial violation and one-hundred dollars
27 (\$100.00) for each subsequent violation, up to a maximum of four-thousand dollars (\$4,000.00).

28 143. California Labor Code §226(e)(2) provides that an employee is deemed to suffer

1 injury if the employer fails to provide wages statements that show, among other items, the total
2 hours worked by the employee, the number of piece-rate units earned and any applicable piece rate,
3 all deductions, inclusive dates of the period for the which the employee is paid, and all applicable
4 hourly rates in effect during the pay period.

5 144. Plaintiff's and the Class members' wage statements do not comply with these
6 requirements. Defendant knowingly, intentionally, and willfully failed to furnish Plaintiff and
7 Class members with timely, accurate, itemized statements showing, among other required items,
8 total hours worked and the actual rates of pay.

9 145. Plaintiff and the Class Members have been injured by Defendant's violation of
10 California Labor Code §226(a) because they have been denied their legal right to receive and their
11 protected interest in receiving, accurate, itemized wage statements. They could not promptly and
12 easily ascertain from the wage statement alone the total number of hours worked, and the actual
13 pay rates in effect during each pay period. These omissions and inaccuracies are deemed to cause
14 injury under Labor Code § 226(e)(2). Moreover, the wage statement misleads them as to their
15 employment status and the name of their legal employer.

16 146. Plaintiff and Class Members have also been injured as a result of having to bring this
17 action to obtain correct wage information following Defendant's refusal to comply with the
18 requirements of the California Labor Code. As a result, Defendant is liable to Plaintiff and Class
19 Members, for the amounts, penalties, attorneys' fees, and costs of suit provided by California Labor
20 Code §226(e).

21 147. Plaintiff, on behalf of himself and the proposed Class, requests an assessment of
22 penalties as stated herein and other relief as described below.

23 **NINTH CAUSE OF ACTION**
24 **Waiting Time Penalties**
25 **California Labor Code §§ 201-203**

26 148. Plaintiff hereby realleges and incorporates by reference the allegations set forth above
27 as if fully set forth herein.

28 149. California Labor Code §201 requires an employer who discharges an employee to

1 pay all compensation due and owing to said employee immediately upon discharge. California
2 Labor Code §202 requires an employer to promptly pay compensation due and owing to said
3 employee within 72 hours of that employee's termination of employment by resignation. California
4 Labor Code §203 provides that if an employer willfully fails to pay compensation promptly upon
5 discharge or resignation, as required under California Labor Code §§201-202, then the employer is
6 liable for waiting time penalties in the form of continued compensation for up to 30 work days.

7 150. Members of the Class have been terminated and/or left their employment with
8 Defendant during the statutory period. Defendant willfully failed and refused, and continue to
9 willfully fail and refuse, to timely pay minimum wages, overtime compensation and sums
10 wrongfully deducted from compensation to proposed Class Members whose employment with
11 Defendant has ended or been terminated at any point during the statutory period. As a result,
12 Defendant is liable to formerly employed members of the proposed Class for waiting time penalties,
13 together with interest thereon, attorneys' fees, and costs of suit, under California Labor Code §203.

14 151. Plaintiff, on behalf of the proposed Class, requests waiting time penalties pursuant to
15 California Labor Code §203 and as described below.

16 **TENTH CAUSE OF ACTION**

17 **Unfair Competition and Unlawful Business Practices**
18 **California Business and Professions Code §§ 17200, et seq.**

19 152. Plaintiff hereby realleges and incorporates by reference the allegations set forth above
20 as if fully set forth herein.

21 153. California Business and Professions Code §17200 defines unfair competition to
22 include, "unlawful, unfair or fraudulent business practices."

23 154. Plaintiff and all proposed Class members are "persons" within the meaning of
24 Business and Professions Code §17204, who have suffered injury in fact and have lost money or
25 property as a result of Defendant's unfair competition.

26 155. Defendant has been committing, and continue to commit, acts of unfair competition
27 by engaging in the unlawful, unfair and fraudulent business practices and acts described in this
28 Complaint, including, but not limited to:

- i. misclassifying Plaintiff and the Class members as independent contractors when they are employees;
- ii. violations of California Labor Code § 510;
- iii. violations of California Labor Code §§ 226.7 and 512;
- iv. violations of California Code Regulations, Title 8 § 11090 ¶¶ 7, 11, and 12;
- v. violations of California Labor Code §§ 204, 221-223 and 400-410;
- vi. violation of California Labor Code § 2802;
- vii. violations of California Labor Code §§ 1174 and 1174.5;
- viii. violations of California Labor Code § 432.5;
- ix. violations of California Labor Code §226; and
- x. violations of California Labor Code §§ 201-202.

156. Plaintiff reserves the right to identify additional unfair and unlawful practices by Defendant as further investigation and discovery warrants.

157. As a result of its unlawful and/or unfair acts, Defendant has reaped and continues to reap unfair benefits and illegal profits at the expense of Plaintiff and proposed Class members. Defendant's unlawful and/or unfair conduct has also enabled Defendant to gain an unfair competitive advantage over law-abiding employers and competitors. Defendant must be enjoined from this activity and made to restore to Plaintiff and proposed Class members their wrongfully withheld wages, interest thereon, and related statutory penalties, pursuant to Business and Professions Code §§ 17202 and 17203.

158. Business and Professions Code §17203 provides that the Court may restore to an aggrieved party any money or property acquired by means of unlawful and unfair business practices.

159. Plaintiff seeks a court order requiring an audit and accounting of the payroll records to determine the amount of restitution of all unpaid wages owed to himself and members of the proposed Class, according to proof, as well as a determination of the amount of funds to be paid to current and former employees that can be identified and located pursuant to a court order and supervision.

1 160. Plaintiff, on behalf of himself and the proposed Class, requests restitution of unpaid
2 wages, wage premiums, injunctive relief and other relief as described below.

3 **ELEVENTH CAUSE OF ACTION**
4 **Statutory Penalties Pursuant to PAGA (Labor Code §§2698, et seq.)**
5 **(On behalf of All Aggrieved Employees)**

6 161. Plaintiff hereby realleges and incorporates by reference the allegations set forth above
7 as if fully set forth herein.

8 162. At all times herein set forth, the Private Attorneys General Act of 2004 (PAGA)
9 applied to Defendant's employment of Plaintiff and the proposed Class members.

10 163. At all times herein set forth, the PAGA provided that any provision of law under the
11 California Labor Code that provides for a civil penalty to be assessed and collected by the Labor
12 and Workforce Development Agency (LWDA) for violations of the California Labor Code may, as
13 an alternative, be recovered through a civil action brought by an aggrieved employee on behalf of
14 himself and other current or former employees pursuant to procedures outlined in California Labor
15 Code § 2699.3.

16 164. A civil action under PAGA may be brought by an "aggrieved employee," any person
17 that was employed by the alleged violator and against whom one or more of the alleged violations
18 was committed.

19 165. Plaintiff has been employed by Defendants and the alleged violations were
20 committed against him during his time of employment and he is, therefore, an aggrieved employee.
21 Plaintiffs and other employees are "aggrieved employees" as defined by California Labor Code
22 §2699(c) in that they are all current or former employees of Defendants, and one or more of the
23 alleged violations were committed against them.

24 166. At all times herein set forth, the PAGA provided that for the violation of any Labor
25 Code provision that does not itself contain a civil penalty, there are established civil penalties of
26 \$100 for each aggrieved employee per pay period for the initial violation and \$200 for each
27 aggrieved employee per pay period for each subsequent violation. Cal. Lab. C. § 2699(f).

28 167. Pursuant to California Labor Code section 2699.3, an aggrieved employee, such as

1 Plaintiff, may pursue a civil action arising under PAGA after the following requirements have been
2 met:

- 3 i. The aggrieved employee must file written notice online with the LWDA and by
4 certified mail to the employer of the specific provisions of the California Labor Code
5 alleged to have been violated, including the facts and theories to support the alleged
6 violations;
- 7 ii. The notice filed with the LWDA must be accompanied by a filing fee of seventy-five
8 dollars (\$75);
- 9 iii. The LWDA shall notify the employer and the aggrieved employee or representative
10 by certified mail that it does not intend to investigate the alleged violations within
11 sixty (60) calendar days of the postmark date of the notice received pursuant to
12 paragraph (1). Upon receipt of that notice or if no notice is provided within sixty-five
13 (65) calendar days of the postmark date of the notice given, the aggrieved employee
14 may commence a civil action pursuant to Section 2699.

15 168. On November 10, 2022, Plaintiff provided written notice online to the LWDA of the
16 specific provisions of the California Labor Code alleged to have been violated, including the facts
17 and theories to support the alleged violations. On November 15, 2022, Plaintiff provided the same
18 notice by certified mail to Defendant.

19 169. Pursuant to Labor Code § 2699.3(C), Plaintiff may bring an action for civil penalties
20 if more than sixty-five (65) calendar days pass after the postmark date of the notice given, and
21 Plaintiff does not receive notification from the LWDA that it intends to investigate. It has been
22 more than sixty-five (65) calendar days since Plaintiff's notice, and he has not received notice from
23 the LWDA that it intends to investigate. Accordingly, Plaintiff has satisfied the administrative
24 prerequisites under California Labor Code Section 2699.3(a) to recover civil penalties against
25 Defendants for violations of California Labor Code identified in this Complaint.

26 170. Plaintiff and the other aggrieved employees seek to recover civil penalties for
27 Defendants' violations of the Labor Code during the applicable limitations period in the following
28 amounts:

- iv. For violations of California Labor Code Section 226.8(a), Fifteen Thousand Dollars (\$15,000.00) for each of Defendants' violations in addition to any other penalties or fines permitted by law (penalty amounts established by California Labor Code § 226.8(b)) or for pattern and practice violations of California Labor Code Section 226.8(a), Twenty-Five Thousand Dollars (\$25,000.00) for each of Defendants' violations in addition to any other penalties or fines permitted by law (penalty amounts established by California Labor Code § 226.8(c));
- v. For violations of California Labor Code Sections 200, 201, 202, 226.7, and 1198, one hundred dollars (\$100.00) for each aggrieved employee per pay period for each initial violation and two hundred dollars (\$200.00) for each aggrieved employee per pay period for each subsequent violation (penalty amounts established by California Labor Code § 2699(f)(2));
- vi. For violations of California Labor Code Section 2802, one hundred dollars (\$100.00) for each aggrieved employee per pay period for each initial violation and two hundred dollars (\$200.00) for each aggrieved employee per pay period for each subsequent violation (penalty amounts established by California Labor Code § 2699(f)(2));
- vii. For violations of California Labor Code Section 1197, one hundred dollars (\$100.00) for each aggrieved employee per pay period for each initial violation and two hundred dollars and fifty (\$250.00) for each aggrieved employee per pay period for each subsequent violation regardless of whether the initial violation is intentionally committed (penalty amounts established by California Labor Code § 1197.1);
- viii. For violations of California Labor Code Sections 221 and 223 one hundred dollars (\$100.00) for each aggrieved employee for each initial violation and two hundred dollars (\$200.00) for each aggrieved employee for each subsequent or willful violation, plus 25 percent of the amount unlawfully withheld. (penalty amounts established by California Labor Code §225.5);
- ix. For violations of California Labor Code Section 510 and 512 and Wage Order No. 9 Sections 3, 9, 11, and 12, fifty dollars (\$50.00) for each aggrieved employee for each

1 initial violation for pay period for which the employee was underpaid and one
2 hundred dollars (\$100.00) for each underpaid employee for each pay period for which
3 the employee was underpaid (penalty amounts established by California Labor Code
4 § 558);

5 x. For violations of California Labor Code Section 1174, five hundred dollars (\$500.00)
6 for each of Defendants' violations in addition to any other penalties or fines permitted
7 by law (penalty amounts established by California Labor Code § 1174.5);

8 xi. For violations of California Labor Code Section 226, two hundred fifty dollars
9 (\$250.00) per employee for initial violation and one thousand dollars (\$1,000.00) per
10 employee for each subsequent violation (penalty amounts established by California
11 Labor Code § 226.3); and

12 xii. For violations of California Labor Code Section 558, fifty dollars (\$50.00) for initial
13 violation, fifty dollars (\$50.00) for each underpaid employee for each pay period for
14 which the employee was underpaid in addition to an amount sufficient to recover
15 unpaid wages; for each subsequent violation, one hundred dollars (\$100.00) for each
16 underpaid employee for each pay period for which the employee was underpaid in
17 addition to an amount sufficient to recover underpaid wages.

18 171. Pursuant to California Labor Code Section 2699(g), Plaintiffs, on behalf of
19 themselves and the other aggrieved employees, are entitled to an award of reasonable attorneys'
20 fees and costs.

21 **PRAYER FOR RELIEF**

22 **WHEREFORE**, Plaintiff prays for relief as follows:

- 23 a. That the Court determine that this action may be maintained as a class action under
24 Code of Civil Procedure § 382;
25 b. For an order appointing Plaintiff as representative of the Class
26 c. For an order appointing Plaintiff's attorneys as Class Counsel;

- 1 d. That the Court find that Defendant has been in violation of applicable provisions of the
2 California Labor Code §§510, 1194, and IWC Wage Order No. 9 by failing to pay
3 overtime wages to Plaintiff and members of the Class;
- 4 e. That the Court find that Defendant has been in violation of applicable provisions of the
5 California Labor Code and IWC Wage Order No. 9 by failing to pay each member of
6 the proposed Class for all hours worked;
- 7 f. That the Court find that Defendant has been in violation of applicable provisions of the
8 California Labor Code and IWC Wage Order No. 9 by failing to pay each member of
9 the proposed Class minimum wage;
- 10 f. That the Court find that Defendant has been in violation of California Labor Code §
11 2802 by failing to reimburse the Plaintiff and the Class reasonable business expenses
12 and losses;
- 13 g. That the Court find that Defendant has been in violation of California Labor Code
14 §§226.7 and 512 by failing to provide Plaintiff and members of the Class with meal
15 periods and therefore owe compensation under California Labor Code §226.7(b) with
16 respect to violations of California Code of Regulations, Title 8 §11090, ¶¶ 7 and 11;
- 17 h. That the Court find that Defendant has been in violation of California Labor Code
18 §§226.7 by failing to authorize and permit rest periods for Plaintiff and members of the
19 Class, and therefore owe compensation under California Labor Code §226.7(b) with
20 respect to violations of California Code of Regulations, Title 8 §11090, ¶ 12;
- 21 i. That the Court find that Defendant has violated the recordkeeping provisions of
22 California Labor Code §§ 1174 and 1174.5 as to Plaintiff and the Class;
- 23 j. That the Court find that Defendant has been in violation of California Labor Code §
24 226 by failing to timely furnish Plaintiff and members of the Class with itemized
25 statements accurately showing the total hours worked and wages earned by each of
26 them during each pay period;
- 27 k. That the Court find that Defendant has been in violation of California Labor Code
28 §§201 and 202 and therefore owe waiting time penalties under California Labor Code

§203 for willful failure to pay all compensation owed at the time of termination of employment to employees who have separated their employment with Defendant;

- l. That the Court find that Defendant has committed unfair and unlawful business practices, in violation of California Business and Professions Code §17200, *et seq.*, by their violations of the Labor Code and Wage Orders as described above;
- m. That the Court order an accounting of the payroll records and/or delivery logs to determine what restitution is owed and to whom, pursuant to California Business and Professions Code §17203;
- n. That the Court award to Plaintiff and the proposed Class members compensation and restitution for all wages owed, including wages at the designated rate, and overtime, for all wage deductions, for the value of all meal and rest periods that were not provided or authorized by Defendant, and for all reasonable and necessary business expenses incurred by Drivers.
- o. That the Court award to Plaintiff and the proposed Class members statutory and/or civil penalties as provided herein, including but not limited to Labor Code §§ 203, 210, 226, and California Business and Professions Code § 17202;
- p. That Plaintiff and the Class be awarded reasonable attorneys' fees and costs pursuant to Labor Code §§ 203, 225.5, 226, 1194, 1197, 2699(g)(1), and 2804, Code of Civil Procedure § 1021.5, and/or other applicable law;
- q. Any and all other applicable statutory penalties, as provided by law; and
- r. For such other and further relief as this Court deems just and proper.

Dated: January 24, 2023

Respectfully Submitted,



Nathan Piller

SCHNEIDER WALLACE

COTTRELL KONECKY LLP

Attorneys for Plaintiff and the Putative Class

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DEMAND FOR JURY TRIAL

Plaintiff hereby demands a jury trial on all claims and issues for which Plaintiff is entitled to a jury.

Dated: January 24, 2023

Respectfully Submitted,



Nathan Piller
**SCHNEIDER WALLACE
COTTRELL KONECKY LLP**

Attorneys for Plaintiff and the Putative Class