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FILED
Superior Court of California
County of Los Angeles
10/21/2025
David W. Slayton, Executive Officer / Clerk of Court
By: S. Soto Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF LOS ANGELES

DANA BECERRA and SABRINA NORSWORTHY, individuals, on behalf of themselves and all others similarly situated,

Plaintiff,

vs.

HUNGRY MARKETPLACE, INC., a Delaware corporation; and DOES 1 through 100, inclusive,

Defendants.

Case No. 22STCV37436

SECOND AMENDED CLASS ACTION COMPLAINT FOR:

(1) FAILURE TO REIMBURSE EXPENSES [LAB. CODE, § 2802];

(2) FAILURE TO PROVIDE ACCURATE WAGE STATEMENTS [LAB. CODE, § 226];

(3) FAILURE TO PAY OVERTIME [LAB. CODE, § 510];

(4) FAILURE TO PAY MINIMUM WAGES FOR ALL HOURS WORKED [LAB. CODE § 1194, 1194.2];

(5) FAILURE TO PROVIDE MEAL PERIODS [LAB. CODE, § 226.7];

(6) FAILURE TO PROVIDE REST BREAKS [LAB. CODE, § 226.7];

(7) UNFAIR BUSINESS PRACTICES [BUS. & PROF. CODE, § 17200 ET SEQ.].

(8) WILLFUL FAILURE TO PAY WAGES DUE UPON TERMINATION [LAB. CODE §§ 201-203];

REPRESENTATIVE ACTION FOR:

(9) CIVIL PENALTIES UNDER LABOR CODE'S PRIVATE ATTORNEY GENERAL ACT ("PAGA")

DEMAND FOR JURY TRIAL

DANA BECERRA and SABRINA NORSWORTHY ("Plaintiffs"), on behalf of themselves and all others similarly situated, bring this action against Defendant HUNGRY MARKETPLACE, INC., a Delaware stock corporation ("Hungry" or "Defendant"), and DOES 1 through 100, inclusive, and allege on information and belief as follows:

INTRODUCTION

1. Defendant Hungry is a catering and last-mile food delivery service provider. Hungry's customer base is largely comprised of businesses and events, which contract with Hungry for food production and delivery services that include business and event catering, "pop-up" restaurants, virtual chef experiences, and home meal delivery. To carry out the catering and food delivery service obligations it owes to its customers, Hungry obtains the services of "Captains" (and/or workers with other job titled) like Plaintiffs and the putative Class Members who service Hungry customers. Under the management and control of Hungry, these Captains pick up and deliver food to Hungry customers on behalf of Hungry.

2. Captains are a core component of Hungry's catering and food delivery company. They are also heavily controlled by Hungry in carrying out their work. Yet, Hungry claims they are not employees and instead "independent contractors."

3. By refusing to recognize its Captains as employees, Defendant cheats these individuals out of protections provided by California labor laws such as minimum wages, overtime pay, and reimbursement of business expenses. Hungry's misclassification of Captains also robs the State of important employee tax revenue and gives Hungry an undue advantage over law-abiding competitors who bear the necessary expenses associated with employing similar workers.

4. This Class Action seeks recovery on behalf of Plaintiff and other similarly situated Captains in California for violations of California's Labor Code and the applicable Industrial Welfare Commission Wage Orders ("Wage Orders") along with violations of California's Unfair Competition Law predicated upon violations of California's Labor Code and applicable Wage Orders.

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JURISDICTION & VENUE

5. This Court has subject matter jurisdiction to hear this case because the damages and penalties sought herein resulting from Defendant's conduct exceeds the jurisdictional minimum of this Superior Court.

6. Venue is proper pursuant to Code of Civil Procedure, sections 395 and 395.5, among other sections. Defendant employs workers, including Plaintiff in this County. Furthermore, the obligation to comply with the Labor Code for the group of workers relevant to this case and the resulting liability for misclassifying and denying Labor Code/Wage Order benefits to those workers arose in this County, among others.

PARTIES

7. Ms. Becerra is and at all relevant times was a resident of Los Angeles, California. She currently works as a Captain for Defendant and is classified as an independent contractor.

8. Ms. Norsworthy is and at all relevant times was a resident of Oakland , California. She formerly worked as a Captain for Defendant and was classified as an independent contractor.

9. Hungry Marketplace, Inc. is a Delaware stock corporation with a principal business address at 4420 N. Fairfax Dr. #102, Arlington, VA 22203.

10. Plaintiff does not know the true names and/or capacities, whether individual, partners, or corporate, of Defendants sued herein as DOES 1 through 100, inclusive, and for that reason sues said Defendants under fictitious names. Plaintiff will seek leave to amend this Complaint when the true names and capacities of these Defendants have been ascertained. Plaintiff is informed and believes and thereon alleges that these Defendants are responsible in whole or in part for Plaintiff's alleged damages.

11. At all times mentioned, Defendants were the agents, alter egos, servants, joint venturers, joint employers, or employees for each other. Defendants acted with the consent of the other Co-Defendants and acted within the course, purpose, and scope of their agency, service, or employment. All conduct was ratified by Defendants, and each of them.

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GENERAL ALLEGATIONS

A. Hungry's Business Model

12. Hungry was founded in 2017 and operates a "low-cost, last-mile food delivery service." https://tryhungry.com/logistics. Hungry holds itself out to the public as "a national platform for top chef-made food production & delivery services that also includes business & event catering, contracted meal delivery services, chef-centric pop-ups, virtual chef experiences, and home meal delivery." https://tryhungry.com/mission/catering-company-washington-dc.

13. Hungry has a network of local chefs who cook in wholesale commercial kitchens. *See* https://tryhungry.com/manifesto. Hungry's clients, consisting largely of businesses and events, contract with Hungry for its food production and delivery services. Hungry's Captains, like Plaintiff and the Class Members, are responsible for picking-up food at the Hungry headquarters, delivering food to contracted meal recipients on behalf of Hungry, utilizing the provided mobile app, and abiding by the specified delivery protocols of and for Hungry's clients. Hungry describes its Captains as providing a "white glove delivery service." https://tryhungry.com/logistics.

14. Some Captains receive per-job or piece rate pay based on Hungry's per-drop model which includes a minimum number of boxes per route and a minimum pay per box.

15. Needing to satisfy its customers and provide the services they want, Hungry retains and exercises a great deal of control over its Captain workforce. For example, Hungry and its customers establish delivery dates and times that Captains must meet. When requested, Captains also must wear designated uniforms bearing Hungry or its customers' name and branding. Captains are tracked from pick-up to delivery, with their real-time locations provided to clients. Sharing location data is required. Further, Hungry performs real-time "audits" of its Captains by monitoring their deliveries and assessing their performance and compliance with Hungry's standards. Hungry then provides a daily detailed report to its clients on every delivery that Hungry also live-audited. Captains must make themselves available for delivery services at a minimum of one (1) day per month or risk losing their jobs.

B. Hungry Misclassified Captains

16. Integral to Defendant's catering and food delivery business, Defendant utilizes the

labor of Captains, like Plaintiff and the Class she seeks to represent, to carry out food delivery services for Hungry's third-party customers. Hungry labels Captains as "independent contractors." In short, these Captains perform a central part of Hungry's catering and food delivery business: the picking-up, carrying, and delivery of food for Hungry's customers. The work of Captains is necessary to Hungry's catering and food delivery business and is continuously performed for Hungry. Further, Hungry holds itself out as a food delivery service. Food delivery workers, like Captains, are an essential component of Hungry's business model.

17. Hungry strictly controls and regulates Captains. Captains must follow the terms of Hungry's onerous Consulting Agreement ("Agreement"), along with other written instructions from Hungry. Under these operating requirements and standards, Hungry exerts control and direction on Captains in connection with the performance of their food delivery services, both in contract and in fact. This control and direction include, but is not limited to, the following:

a. Hungry establishes delivery dates and times that Captains must strictly meet.

b. Hungry requires its Captains wear designated uniforms bearing Hungry or its customers' name and branding, when requested.

c. Hungry requires its Captains to report daily to on-site staff at its headquarters.

d. Hungry tracks its Captains from pick-up to delivery and shares Captain real-time locations with its clients.

e. Hungry requires Captains to share their location data at all times.

f. Hungry performs real-time "audits" of its Captains by monitoring their deliveries and assessing their performance and compliance with Hungry's standards. Hungry provides its clients a daily detailed report on every delivery that Hungry also live-audited.

g. Hungry requires Captains to make themselves available for delivery services at a minimum of one (1) day per month or risk losing their jobs.

h. Hungry requires its Captains to strictly adhere to all food safety best practices and procedures, including Hungry's internal policies and procedures.

i. Hungry requires its Captains to follow strict safety standards on and off the road.

j. Hungry requires its Captains to agree to an onerous covenant to not compete with Hungry during and after their employment with Hungry.

k. Hungry requires its Captains to complete a Motor Vehicle Report every six months or risk losing their jobs.

l. Hungry requires its Captains to hold client confidential information in strict confidence.

m. Hungry requires its Captains to obtain General Liability and Automobile Insurance coverage before providing delivery services.

n. Hungry requires its Captains to have their own, reliable vehicle and driver's license.

o. Hungry requires its Captains to have an iPhone or Android smartphone.

p. Hungry requires its Captains to assign Hungry all right, title, and interest to any intellectual property created by a Captain relating to the services they provide for Hungry.

18. Hungry has the right to terminate the Agreement with its Captains for any reason, or no reason, immediately upon written notice. Hungry may also terminate the Agreement before its expiration immediately if a Captain materially breaches the Agreement.

19. Hungry prohibits its Captains from subcontracting or delegating their responsibilities, duties, and obligations (or any portion thereof) as set forth in the Agreement to any party without Hungry's prior written consent in each instance.

C. Hungry's Failure to Reimburse

20. By policy and practice, Hungry does not reimburse Captains for necessary business expenses. These expenses include automobile-related expenses such as fuel, permits, insurance, maintenance, and repairs. Further, Hungry does not reimburse Captains for cell phone and related data expenses despite requiring them to use a cell phone in the course of completing their work.

D. Hungry's Failure to Comply with Other California Wage and Hour Laws

21. As explained further below, as a result of its unlawful misclassification, Hungry fails to provide Captains overtime pay, fails to pay at least the minimum wage for all hours worked, fails to make meal and rest breaks available to Captains, fails to pay Captains separately for rest periods, even if taken, fails to pay Captains wages due upon termination, and fails to provide Captains compliant wage statements in violation of California law.

CLASS ALLEGATIONS

22. Pursuant to Code of Civil Procedure, section 382. Plaintiffs bring this lawsuit as a class action on behalf of themselves and all other similarly situated members of the Class, defined below. This action satisfies the ascertainability, numerosity, commonality, typicality, adequacy, predominance, and superiority requirements of class actions.

23. **Class Period.** The Class Period shall be defined as November 9, 2021 through the present.

24. Plaintiffs seek to represent the following Class of persons:

a. All of Defendant's delivery driver contractors or delivery drivers classified by Defendant as independent contractors that worked with Defendant in California at any time during the Class Period (the "Class" or "Class Members").

b. This Class does not include Defendant, its officers, and/or its directors; the Judge to whom this case is assigned; or the Judge's immediate family or staff.

25. Plaintiffs reserve the right to amend the above Class and to add additional classes and subclasses as appropriate based on investigation, discovery, and the specific theories of liability, among other reasons.

26. **Numerosity.** The potential members of the Class as defined are so numerous that joinder of all the members is impracticable. While the precise number of the members of the Class has not been determined, Plaintiffs are informed and believes that there are hundreds to thousands of individuals meeting the Class definition. Defendant has access to data sufficient to identify the

members of the Class since they all perform work via the same mobile application and cannot outsource the work without Hungry's permission.

27. **Adequacy of Representation.** The named Plaintiffs are fully prepared to take all necessary steps to fairly and adequately represent the interests of the Class defined above. Plaintiffs' attorneys are ready, willing, and able to fully and adequately represent the Class and Plaintiff. Plaintiffs' attorneys are highly experienced in employment Class action litigation. Plaintiffs intend to prosecute this action vigorously.

28. **Common Questions of Law and Fact.** There are predominant common questions and answers of law and fact and a community of interest amongst Plaintiffs and the claims of the Class as follows:

a. Class:

i. Whether Defendant misclassified Class members as "independent contractors" instead of employees (e.g., whether Hungry can meet its burden to meet each Prong of California's ABC test and/or its *Borello* test for employment status);

ii. Whether Defendant failed to reimburse Class members for reasonable business expenses;

iii. Whether Defendant properly provided meal and rest breaks to Class members;

iv. Whether Defendant compensated Class members separately for rest breaks;

v. Whether Defendant failed to properly pay Class members overtime;

vi. Whether Defendant failed to pay at lease the minimum wage for all hours worked;

vii. Whether Defendant engaged in an unlawful, unfair, and/or fraudulent business practice or act in violation of Business and Professions Code, section 17200 *et seq.* as it relates to Captains; and

viii. Whether Defendant failed to timely pay final wages to Class members.

29. **Typicality.** Plaintiffs' claims are typical of the claims of all members of the Class because Defendant applied and continues to apply its illegal classification and pay practices to all Captains.

30. **Superiority of a Class Action.** A Class action is superior to other available means for the fair and efficient adjudication of this controversy. Individual joinder of all members of the Class is not practicable, and questions of law and fact common to the Class predominate over questions affecting only individual Class Members. Each Class Member has been damaged and is entitled to recovery due to Defendant's conduct described in this Complaint. A Class action will allow those similarly situated to litigate their claims in the most efficient and economical manner for the parties and the judiciary. Plaintiffs are unaware of any difficulties likely to be encountered in this action that would preclude its maintenance as a Class action.

CAUSES OF ACTION

FIRST CAUSE OF ACTION
Failure to Reimburse Expenses—
Lab. Code, § 2802 and applicable IWC Wage Orders

31. Plaintiffs incorporate by reference every allegation contained above.

32. Plaintiffs bring this cause of action as a Class action on behalf of herself and the Class.

33. Captains necessarily incur many types of expenses that Defendant does not reimburse. These expenses include automobile-related expenses such as fuel, permits, insurance, maintenance, and repairs. Further, Defendant does not reimburse Drivers for cell phone and related data expenses despite requiring them to use a cell phone in the course of completing their work.

34. As alleged above, Plaintiffs and the Class incurred business expenses while performing necessary work for Defendant. They were never reimbursed because they were uniformly misclassified as independent contractors.

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35. The California Labor Code, section 2802, and applicable California Wage Orders require that employers reimburse employees for business expenses reasonably incurred. Defendant failed to do so.

36. Plaintiffs and the Class have been damaged by Defendant's failures in this respect in an amount to be proven at trial.

37. Plaintiffs and the Class are entitled to recover their damages, penalties, interest, costs, and attorneys' fees based on Defendant's violations.

SECOND CAUSE OF ACTION
Failure to Provide Accurate Wage Statements—
Lab. Code, § 226 and applicable Wage Orders

38. Plaintiffs incorporate each and every allegation contained above.

39. Plaintiffs bring this cause of action as a Class action on behalf of herself and the Class.

40. The purpose of Labor Code section 226 is to ensure that employees can determine whether they are being paid their wages in accordance with California law. Under Section 226(h), "[a]n employee may also bring an action for injunctive relief to ensure compliance with this section and is entitled to an award of costs and reasonable attorney's fees."

41. Defendant violated the above statute by, among other things, failing to provide accurate gross and net wages earned and hours worked on a paystub to Captains.

42. Defendant's violations of section 226 and applicable Wage Orders are ongoing and will continue until and unless this Court enters an injunction barring such violations. Therefore, Plaintiffs seek damages and injunctive relief pursuant to Labor Code, section 226, subsections (e) and (g), along with penalties for past violations, including attorneys' fees and costs incurred.

THIRD CAUSE OF ACTION
Failure to Provide Overtime—
Lab. Code, § 510 and applicable Wage Orders

43. Plaintiffs incorporate by reference every allegation contained above.

44. Plaintiffs bring this cause of action as a Class action on behalf of herself and the Class.

45. Labor Code, section 510, and applicable Wage Orders require overtime pay of at

least 1.5 times an employee's regular rate of pay for all hours worked over 8 in a day or 40 in a week.

46. Captains, including Plaintiffs, work well over 8 hours per day and well over 40 hours per week in line with Defendant's expectations and standards as necessary to complete the work assigned to them. Despite this, they receive no overtime pay in violation of California law.

47. Defendant is liable to Plaintiffs and the Class for unpaid overtime, interest, reasonable attorneys' fees and costs, and any related statutory penalties.

FOURTH CAUSE OF ACTION
Failure to Pay Minimum Wage for All Hours Worked
Lab. Code §§ 1194, 1194.2 and applicable Wage Orders

48. Plaintiffs incorporate by reference every allegation contained above.

49. Plaintiffs bring this cause of action as a Class action on behalf of themselves and the Class.

50. Under Labor Code 1182.12 and 1197, as well as the applicable Wage Orders, employers must pay their employees an hourly rate equal to at least the state minimum wage for all hours worked. If an employer fails to pay at least the minimum wage for all hours worked, an employee may bring a private civil action to recover the unpaid minimum wages, as well as for liquidated damages under Labor Code section 1194.2, and for interest, attorneys' fees, and costs pursuant to Labor Code section 1194.

51. Defendant misclassified Plaintiffs and other Class members and as a result, failed to pay them for all hours worked, including but not limited to by failing to pay for rest periods separately for those Class members who were paid at daily or piece rates.

52. As a proximate result of Defendant's unlawful conduct, Plaintiffs and the Class sustained damages and are entitled to recover unpaid wages, liquidated damages, interest, applicable penalties, attorneys' fees, and costs.

FIFTH CAUSE OF ACTION
Failure to Provide Meal Periods—
Lab. Code § 226.7 and applicable Wage Orders

53. Plaintiffs incorporate by reference every allegation contained above.

54. Plaintiffs bring this cause of action as a Class action on behalf of themselves and the Class.

55. Under Labor Code, sections 226.7 and 512, as well as applicable IWC Wage Orders, employers must provide a 30-minute uninterrupted, off-duty meal period for each work shift of more than 5 hours. Depending on hours worked, a second meal period may be owed as well. Where an adequate meal period is not provided, employees are entitled to one hour's compensation at their regular rate of pay.

56. Defendant has no meal or rest policies and they do not record when breaks start or stop. Nor does Defendant provide for uninterrupted meal periods for Captains or make any effort to relieve them of all duties.

57. Defendant does not pay premium wages in lieu of these breaks as required by law. And Captains have not otherwise waived their entitlement to meal breaks.

58. As a proximate result of Defendant's unlawful conduct, Plaintiffs and the Class sustained damages and are entitled to recover unpaid wages, liquidated damages, interest, applicable penalties, attorneys' fees, and costs.

SIXTH CAUSE OF ACTION
Failure to Provide Rest Breaks—
Lab. Code, § 226.7 and applicable Wage Orders

59. Plaintiffs incorporate by reference every allegation contained above.

60. Plaintiffs bring this cause of action as a Class action on behalf of herself and the Class.

61. Pursuant to Labor Code, section 226.7 and 226.2, as well as applicable IWC Wage Orders, employers must provide a 10-minute uninterrupted, off-duty rest break for each work shift of 3.5 hours or more. During these periods, an employer must relieve the employee of all duties and relinquish all control over how an employee spends their time. Such rest breaks are to be paid. Where a rest break is not provided, employees are entitled to one hour's compensation at their regular rate of pay.

62. Defendant failed to provide for rest breaks or pay Captains for rest breaks if taken. Defendant also failed to pay compensation in lieu of these paid breaks.

63. As a proximate result of Defendant's unlawful conduct, Plaintiffs and the Class sustained damages and are entitled to recover unpaid wages, liquidated damages, interest, applicable penalties, attorneys' fees, and costs.

SEVENTH CAUSE OF ACTION
Unfair Business Practices—
Bus. & Prof. Code, § 17200 et seq.

64. Plaintiffs incorporate by reference every allegation contained above.

65. Defendant knowingly and willfully engaged in the unlawful practices described above, which include but are not limited to:

a. Intentionally misclassifying Class members as "independent contractors;"

b. Imposing unreimbursed business expenses on Class members in violation of Labor Code, sections 2802;

c. Failing to pay overtime to Class members;

d. Failing to pay Class members at least the minimum wage for each hour worked;

e. Failing to provide adequate meal and rest breaks to Class members;

f. Failing to provide accurate pay statements to Class members in violation of Labor Code, section 226; and.

g. Failing to timely pay final wages to Class members, in violation of Labor Code sections 201-202.

66. Defendant intended to, and did, profit from these illegal acts.

67. As a direct and proximate result of the above, Plaintiffs and the Class Members have lost money or property, thereby entitling these individuals to restitution.

68. Pursuant to the Business and Professions Code, Plaintiffs and the Class Members are entitled to restitution of money or property acquired by Defendant by means of such unlawful business practices, in amounts not yet known, but to be ascertained at trial.

69. Pursuant to the Business and Professions Code, the Class and the public are also entitled to injunctive relief against Hungry's ongoing continuation of such unlawful business practices, including public injunctive relief. Plaintiffs seek such public injunctive relief here

prohibiting Defendant from continuing its illegal practice of misclassifying Captains, including Plaintiffs, and denying them of important wage laws.

70. If Defendant is not enjoined from engaging in the unlawful business practices described above, Plaintiffs, Class Members, and the public will be irreparably injured. The exact extent, nature, and amount of such injury is difficult to ascertain now.

71. The Class, including Plaintiffs, have no plain, speedy, and adequate remedy at law.

72. Defendant will continue to engage in the unlawful business practices described above in violation of the Business and Professions Code, in derogation of the rights of Plaintiffs, the Class, and of the public, if not enjoined by this Court.

73. The success of Plaintiffs in this action will result in the enforcement of important rights affecting the public interest by conferring a significant benefit upon the public.

74. Private enforcement of these rights is necessary as no public agency has pursued enforcement. There is a financial burden incurred in pursuing this action, and it would be against the interests of justice to require the payment of attorneys' fees from any recovery in this action. Plaintiffs are therefore entitled to an award of attorneys' fees and costs of suit under the "common fund," "substantial benefit," and other important doctrines.

SEVENTH CAUSE OF ACTION
Willful Failure to Pay Wages Due upon Termination
Violation of Labor Code sections 201-203

75. Plaintiffs incorporate by reference every allegation contained above.

76. Plaintiffs bring this claim on behalf of themselves and the Class.

77. Labor Code sections 201 to 203 require timely payment of wages due upon termination.

78. Defendants fail to timely pay all wages due upon termination as a result of their above mentioned failures to properly pay Plaintiffs and the Class. Defendants' misclassification and resulting failure to pay are unreasonable and willful within the meaning of section 203.

79. Plaintiffs seek penalties for failure to pay wages, attorney's fees, and costs.

EIGHTH CAUSE OF ACTION

Violation of PAGA; Enforcement of PAGA—
Labor Code § 2698, et seq.

80. Plaintiffs incorporate by reference every allegation contained above.

81. PAGA permits aggrieved employees, like Plaintiffs, to recover civil penalties for violations of numerous Labor Code sections. See Labor Code § 2699.5. Plaintiffs seek to recover representative PAGA penalties stemming from Defendant's Labor Code violations occurring to others (i.e. non-individual PAGA penalties) as enumerated above and below occurring during the relevant PAGA period (one year prior to her PAGA letter to the LWDA plus any applicable tolling). By misclassifying Captains (or similarly titled individuals) as independent contractors over this period, Defendant willfully misclassified them and failed to comply with various Labor Code provisions.

82. Defendant's conduct, as alleged above, violates numerous sections of the California Labor Code, including, but not limited to, the following:

a. Labor Code sections 201, 202, 203, 204, 210, 216, 221, 225.5, and 256 for failure to timely pay Plaintiffs and other aggrieved employees all earned wages;

b. Labor Code sections 223, 1194, 1194.2, 1197, 1197.1, and 1199 for failure to pay Plaintiffs and other aggrieved employees all mandatory minimum wages;

c. Labor Code sections 510, 558, and 1198, for failure to compensate Plaintiffs and other aggrieved employees with all required overtime pay;

d. Labor Code sections 226 and 226.3, for failure to provide accurate wage statements to Plaintiffs and other aggrieved employees;

e. Labor Code sections 226.2, 226.7, 512, 558, and 558.1 for failure to provide meal periods and rest periods to Plaintiffs and other aggrieved employees;

f. Labor Code section 226.8, for willful misclassification of Plaintiffs and other aggrieved employees;

g. Labor code section 245-248.5, for failure to adequately pay sick days to Plaintiffs and other aggrieved employees;

h. Labor Code section 432.5, for requiring Plaintiff and other aggrieved employees to agree to terms in writing known to be prohibited by law, including the agreement between Plaintiffs and other aggrieved employees and Defendant that allows failure to reimburse Plaintiffs and other aggrieved employees for business expenses reasonably incurred;

i. Labor Code section 450, for requiring Plaintiffs and other aggrieved employees to pay expenses incurred on behalf of working for Defendant;

j. Labor Code sections 1174 and 1174.5 for failure to maintain accurate employment records related to Plaintiffs and other aggrieved employees' work;

k. Labor Code section 1194.5, for Defendant's violations as described herein;

l. Labor Code section 1198, for Defendant's employment of Plaintiffs and other aggrieved employees for longer than the maximum hours and violative of the standard conditions of labor fixed by the Industrial Welfare Commission; and

m. Labor Code section 2802, for failure to reimburse employees for business expenses reasonably incurred.

83. Plaintiffs have complied with all administrative requirements and pre-conditions contained with California Labor Code Section 2699.3. Plaintiff Becerra notified the California Labor Workforce Development Agency ("LWDA") on November 9, 2022 and waited the prescribed period. Plaintiff Norsworthy notified the LWDA on June 22, 2023 and waited the prescribed period. Plaintiffs have not received any response from the LWDA.

84. Pursuant to PAGA and California Labor Code sections 2699, 2699.3, and 2699.5, Plaintiffs are entitled to and hereby seeks civil penalties against Senpex, in addition to reasonable attorney fees and costs, on behalf of herself and all others similarly-aggrieved current and former employees for violations of the Labor Code sections referred to in this First Amended Complaint.

PRAYER FOR RELIEF

Plaintiffs pray for judgment against Defendant, as follows:

1. For an order certifying the Class as described herein, appointing Plaintiff as Class representative, and her counsel as Class counsel;
2. For compensatory damages according to proof;
3. For enhanced damages, liquidated damages, and penalties as permitted under prevailing law;
4. For pre-judgment and post-judgment interest where allowable;
5. For costs of suit;
6. For injunctive relief, including public injunctive relief, as described herein;
7. For restitution as described herein;
8. For punitive damages, where appropriate;
9. For reasonable attorneys' fees and costs, including, but not limited to fees and costs under Labor Code section 218.5; and
10. For such other and further relief as this Court may deem just and proper.

DEMAND FOR JURY TRIAL

Plaintiffs demand a trial by jury on all issues so triable.

Respectfully submitted:

Dated: October 21, 2025

NICHOLAS & TOMASEVIC, LLP

By: ______________________________

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