

CASE ATTACHMENT COVER PAGE	(ENDORSED) ELECTRONICALLY FILED BY SUPERIOR COURT OF CALIFORNIA, COUNTY OF San Bernardino on Mar 15, 2023 <i>CLERK OF THE SUPERIOR COURT</i> <i>Deputy Clerk: Yvonne Taylor</i>
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ATTACHMENT NAME: Answer: First Amended Complaint	
CASE NAME: Michael Thomas vs. Platinum Express, Inc.	CASE NUMBER: CIVSB2225075
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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN BERNARDINO

MICHAEL THOMAS, individually, on a
representative basis, and on behalf of all
others similarly situated;

Plaintiff,

vs.

PLATINUM EXPRESS, INC., a California
Corporation; and DOES 1 through 20,
inclusive;

Defendants.

Case No.: CIVSB2225075
*[Assigned to Hon. Judge David Cohn, Dept
S26, for all purposes]*

FIRST AMENDED COMPLAINT

CLASS ACTION CLAIMS

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

PAGA CLAIMS

- (7) Failure to Pay Minimum Wages;
- (8) Failure to Pay for Rest and Recovery
Periods Under Labor Code § 226.2;
- (9) Failure to Reimburse Business
Expenses;
- (10) Failure to Timely Pay Wages Each
Period;
- (11) Failure to Timely Pay Final Wages; and
- (12) Failure to Provide Accurate Itemized
Wage Statements

Complaint filed: 11/04/2022

1 Plaintiff Michael Thomas (“Plaintiff”) on behalf of himself, on a representative basis, and
2 on behalf of others similarly situated, complains and alleges as follows.

3 **I. INTRODUCTION AND GENERAL ALLEGATIONS**

4 1. Plaintiff brings this action against his former employers Defendant Platinum
5 Express, Inc., and DOES 1 through 20, inclusive, (collectively, the “Defendants”) on behalf of
6 himself and all other current and former California resident truck drivers who were employed by
7 Defendants and who drove in California within the last four years (the “Represented
8 Employees”).

9 2. Plaintiff alleges that he and the Represented Employees were subjected to
10 violations of the California Labor Code stemming from Defendants’ failure to pay all wages
11 owed, including minimum and regular wages, failure to pay for rest and recovery periods and
12 other nonproductive time under Labor Code § 226.2, failure to reimburse business expenses,
13 failure to timely pay wages, and failure to provide accurate itemized wage statements, among
14 other claims.

15 3. Plaintiff was employed by Defendants from September 2021 through October
16 2022 as a truck driver.

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

20 5. At all relevant times, Plaintiff and the Represented Employees were not provided
21 proper minimum and regular wages owed due to Defendants’ policy which only provided piece-
22 rate compensation (*i.e.*, for each mile driven). Under this pay plan, Plaintiff and the Represented
23 Employees did not receive separate hourly compensation at no less than the minimum wage for
24 unpaid, on-duty, time including tasks, such as but not limited to, pre-trip and post-trip
25 inspections, detention time, completing paperwork, refueling or repair, and downtime between
26 runs. Also, the piece-rate compensation paid to Plaintiff and the Represented Employees often
27 resulted in a payment of wages at less than the required California minimum wages for all hours
28 worked.

1 6. Furthermore, Plaintiff and the Represented Employees were not provided proper
2 minimum and regular wages due to Defendants' failure to accurately record and compensate for
3 all hours worked. For example, Plaintiff and the Represented Employees were often required to
4 clock out for meal periods and/or rest breaks yet were under Defendants' control and required to
5 perform duties for Defendants while off the clock. As a result of this policy and practice,
6 Plaintiff and the Represented Employees were required to perform off-the-clock work that
7 Defendants either knew or should have known they were performing.

8 7. Additionally, Plaintiff and the Represented Employees are/were employees of
9 Defendants who were paid on a piece-rate basis. However, Defendants did not comply with the
10 requirements of Labor Code § 226.2 when it failed to provide separate payments to its piece-rate
11 employees for rest and recovery periods and other nonproductive time.

12 8. Furthermore, at all relevant times, Plaintiff and the Represented Employees were
13 denied paid rest breaks by virtue of Defendants' policy that only paid its truck drivers for miles
14 driven or a flat rate for each trip completed. As Plaintiff and the Represented Employees could
15 not accrue miles during a rest break, Plaintiff and the Represented Employees were illegally
16 denied paid rest breaks.

17 9. Also, Defendants required Plaintiff and the Represented Employees to incur
18 substantial business-related expenses and costs without reimbursement. For example,
19 Defendants required Plaintiff and the Represented Employees to use personal cell phones to
20 carry out their duties for Defendants without reimbursement.

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

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

1 12. Plaintiff alleges that Defendants’ violations of the wage and hour components of
2 the Labor Code and IWC Wage Orders enabled it to decrease expenses and to increase its level
3 of productivity and profits, thereby allowing Defendants to gain an unfair advantage over its
4 competitors.

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

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

19 15. Pursuant to Labor Code § 2699.3(a), on November 3, 2022, Plaintiff gave written
20 notice by online filing to the Labor and Workforce Development Agency (“LWDA”) and by
21 certified mail to Defendants of the specific provisions of the Labor Code alleged to have been
22 violated, including the facts and theories to support the alleged violations. The waiting period
23 imposed by Labor Code § 2699.3(a)(2)(A) has elapsed. In accordance with Labor Code §
24 2699(g)(1), Plaintiff reserves the right to amend this complaint or bring a separate complaint
25 within 60 days of: 1) receipt of notice from the LWDA that it does not intend to investigate the
26 alleged violation, or 2) if no notice is provided by the LWDA. Pursuant to Labor Code §
27 2699.3(a)(2)(C), “[n]otwithstanding any other provision of law, a plaintiff may as a matter of
28 right amend an existing complaint to add a cause of action arising under this part at any time

1 within 60 days of the time periods specified in this part.”

2 **II. JURISDICTION**

3 16. This Court has jurisdiction over the claims for relief of Plaintiff and the
4 Represented Employees pursuant to the Labor Code and the IWC Wage Orders.

5 **III. VENUE**

6 17. Venue as to each Defendant is proper in this Court pursuant to Code of Civil
7 Procedure § 395(a). Defendants transact business in San Bernardino County and the unlawful
8 acts alleged herein have a direct effect on Plaintiff and the Represented Employees in San
9 Bernardino County. Furthermore, Defendants employed or employ Plaintiff and Represented
10 Employees in San Bernardino County.

11 **IV. PARTIES**

12 **Plaintiff**

13 18. Plaintiff and Class Representative Michael Thomas was employed by Defendants
14 beginning in 2021 and performed work for Defendants in San Bernardino County.

15 **Defendants**

16 19. Plaintiff is informed and believes and thereon alleges that Defendant Platinum
17 Express, Inc., is a California corporation authorized to and doing business in San Bernardino
18 County, California, and is and/or was the legal employer of Plaintiff and the Represented
19 Employees during the applicable statutory periods.

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

27 21. Plaintiff is informed and believes and thereon alleges that he worked under the
28 joint direction and control of Defendants and that Defendants, and each of them, acted in all

1 respects pertinent to this action as the agent of the other Defendants, carried out a joint scheme,
2 business plan or policy in all respect pertinent hereto, and the acts of each Defendant are legally
3 attributable to the other Defendants. On information and belief, a unity of interest and ownership
4 between each Defendant exists such that all Defendants acted as a single employer of Plaintiff
5 and other similarly situated employees.

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

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

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

1 **V. CLASS ACTION ALLEGATIONS**

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

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

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

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

11 **California Class**

12 All current and former California resident truck drivers
13 who were employed by Defendants and drove in California
14 at any time during the Relevant Time Period.

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

17 30. Plaintiff, as Class Representative, is a member of the class that he seeks to
18 represent.

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

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

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

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

7 ii. Whether Defendants violated California Labor Code and IWC Wage
8 Order by paying the Represented Employees on a piece-rate basis yet not providing separate
9 hourly compensation for rest periods and other nonproductive time;

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

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

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

19 vi. Whether Defendants violated California Business & Professions Code §§
20 17200 *et seq.* due to the: failure to pay all wages owed, failure to reimburse business expenses,
21 and failure to timely pay final wages; and

22 vii. Whether Plaintiff and Represented Employees are entitled to equitable
23 relief pursuant to California Business & Professions Code §§ 17200 *et seq.*

24 34. **Typicality:** Plaintiff's claims, as the Class Representative, are typical of the
25 claims of The Class. Plaintiff, like other members of The Class, was subjected to Defendants'
26 ongoing Labor Code and Wage Order violations including pertaining to the failure to pay all
27 wages owed, failure to reimburse business expenses, failure to timely pay final wages, and
28 failure to provide accurate itemized wage statements.

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

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

14 **FIRST CAUSE OF ACTION**

15 **FAILURE TO PAY MINIMUM WAGES**

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

17 37. Plaintiff incorporates the preceding paragraphs of the First Amended Complaint
18 as if fully alleged herein.

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

22 39. Plaintiff and the Represented Employees were not provided proper minimum and
23 regular wages owed due to Defendants' policy which only provided piece-rate or flat-rate
24 compensation (*i.e.*, for each mile driven or a flat rate for each trip completed). Under this pay
25 plan, Plaintiff and the Represented Employees did not receive separate hourly compensation at
26 no less than the minimum wage for unpaid, on-duty time tasks, such as but not limited to, pre-
27 trip and post-trip inspections, detention time, completing paperwork, refueling or repair, and
28 downtime between runs.

1 40. Also, Defendants' piece-rate pay plan often resulted in a payment of wages to
2 Plaintiff and the Represented Employees at less than the required California minimum wages for
3 all hours worked. Due to traffic and other conditions, Defendants' per-mile pay often illegally
4 resulted in a rate of pay under the applicable minimum wage.

5 41. Plaintiff and the Represented Employees were also not provided proper minimum
6 and regular wages due to Defendants' failure to accurately record and compensate for all hours
7 worked. For example, Plaintiff and the Represented Employees were often required to clock out
8 for meal periods and/or rest breaks, yet were under Defendants' control and required to perform
9 duties for Defendants while off the clock. As a result of this policy and practice, Plaintiff and the
10 Represented Employees were required to perform off-the-clock work that Defendants either
11 knew or should have known they were performing.

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

15 43. Furthermore, Plaintiff and the Represented Employees were denied paid rest
16 breaks by virtue of Defendants' policy that only paid the Represented Employees on a piece-rate
17 basis without separation compensation for rest breaks. As Plaintiff and the Represented
18 Employees could not generate piece-rate compensation during a rest break (i.e., miles driven),
19 Plaintiff and the Represented Employees were illegally denied paid rest breaks. Thus,
20 Defendants violated California Labor Code laws, *inter alia*, Labor Code §§ 200, 221, 222, 223,
21 1197, IWC Wage Order 9, § 4, and Cal. Code Regs., tit. 8, section 11090, subs. 1 and 4(B).

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

25 45. Defendants' conduct was willful, as Defendants knew that Plaintiff and the
26 Represented Employees were entitled to be paid wages throughout the statutory period for each
27 hour worked, including proper minimum wages, yet Defendants chose not to pay them in
28 accordance thereto.

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

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

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

10 49. Plaintiff, on behalf of himself and the Represented Employees, seeks recovery of
11 all unpaid minimum wages, liquidated damages, penalties, interest, attorneys' fees and costs of
12 suit, pursuant to Labor Code §§ 1194 and 1194.2, against Defendants in an amount to be proven
13 at trial.

14 **SECOND CAUSE OF ACTION**

15 **FAILURE TO PAY FOR REST AND RECOVERY PERIODS AND OTHER**
16 **NONPRODUCTIVE TIME**

17 (Labor Code § 226.2)

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

20 51. Plaintiff and the Represented Employees are and/or were employees of
21 Defendants who were paid on a piece-rate basis.

22 52. Labor Code § 226.2 requires employers that pay their employees on a piece-rate
23 basis to provide separate payment for rest and recovery periods at a regular hourly rate that is no
24 less than the higher of the applicable minimum wage or "an average hourly rate determined by
25 dividing the total compensation for the workweek, exclusive of compensation for rest and
26 recovery periods and any premium compensation for overtime, by the total hours worked during
27 the workweek, exclusive of rest and recovery periods." Labor Code § 226.2(a)(3)(A).

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1 53. Furthermore, Labor Code § 226.2 requires employers that pay their employees on
2 a piece-rate basis to provide separate payment for nonproductive time at an hourly rate that is no
3 less than the applicable minimum wage. Labor Code § 226.2(a)(4).

4 54. At all relevant times herein, Defendants failed to compensate the Represented
5 Employees, including Plaintiff, for all rest and recovery periods and all other nonproductive time
6 separate from any piece-rate compensation at the rate required by Labor Code § 226.2.
7 Therefore, Defendants violates Labor Code § 226.2 every pay period with respect to Plaintiff and
8 each and every one of the Represented Employees.

9 55. As a result of Defendant's violation of Labor Code § 226.2, Plaintiff and the
10 Represented Employees seek to recover, in a civil action, the unpaid balance of the full amount
11 of unpaid payments for rest and recovery periods and other nonproductive time, including
12 interest thereon, reasonable attorneys' fees, and costs of suit.

13 **THIRD CAUSE OF ACTION**

14 **FAILURE TO REIMBURSE BUSINESS EXPENSES**

15 (Labor Code § 2802)

16 56. Plaintiff incorporates the preceding paragraphs of the First Amended Complaint
17 as if fully alleged herein.

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

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

23 59. At all relevant times herein mentioned, as a condition of employment, Defendants
24 required Plaintiff and the Represented Employees to incur substantial business-related expenses
25 and costs without reimbursement. For example, Defendants required Plaintiff and the
26 Represented Employees to use personal cell phones to carry out their duties for Defendants
27 without reimbursement.

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

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

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

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

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

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1 **FOURTH CAUSE OF ACTION**

2 **FAILURE TO TIMELY PAY FINAL WAGES**

3 (Labor Code §§ 201 – 203)

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

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

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

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

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

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

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

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

1 **FIFTH CAUSE OF ACTION**

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

3 (Labor Code § 226)

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

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

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

15 76. Defendants violates Labor Code § 226(a) every pay period with respect to
16 Plaintiff and the Represented Employees because the wage statements that Defendants issued to
17 Plaintiff and the Represented Employees failed to accurately state gross wages earned, total
18 hours worked, all deductions, net wages earned, the name and address of the legal entity that is
19 the employer, and all applicable hourly rates in effect during the pay period and the
20 corresponding number of hours at each hourly rate by the employee.

21 77. Furthermore, Labor Code § 226.2(a) states "[f]or employees compensated on a
22 piece-rate basis during a pay period, the following shall apply for that pay period: [...] (2) the
23 itemized statement required by subdivision (a) of Section 226 shall, in addition to the other items
24 specified in that subdivision, separately state the following, to which the provisions of Section
25 226 shall also be applicable: (A) the total hours of compensable rest and recovery periods, the
26 rate of compensation, and the gross wages paid for those periods during the pay period [and] (B)
27 [...] the total hours of other nonproductive time, [...] the rate of compensation, and the gross
28 wages paid for that time during the pay period."

1 78. At all relevant times, Defendants failed to provide a wage statement to Plaintiff
2 and the Represented Employees that complied with the requirements of Labor Code §
3 226.2(a)(2) because the wage statements did not include any information regarding compensable
4 rest and recovery periods, nonproductive time, or the rates of pay and compensation for the
5 same. As such, Defendants violate Labor Code § 226 and § 226.2 every pay period with respect
6 to Plaintiff and the Represented Employees.

7 79. Defendants' failure to provide the required writing deprived Plaintiff and the
8 Represented Employees of the ability to know, understand, and question the calculation and rate
9 of pay and hours used to calculate the wages paid by Defendants. Therefore, Plaintiff and the
10 Represented Employees had no way to dispute the resulting miscalculation of wages, all of
11 which resulted in an unjustified economic enrichment to said Defendants. As a direct result,
12 Plaintiff and the Represented Employees have suffered and continue to suffer, substantial losses
13 related to the use and enjoyment of such wages, lost interest on such wages and expenses and
14 attorney's fees in seeking to compel Defendants to fully perform its obligation under state law,
15 all to their respective damages in amounts according to proof at trial.

16 80. As a result of Defendants' knowing and intentional failure to comply with Labor
17 Code § 226(a), Plaintiff and the Represented Employees have suffered an injury in that each was
18 prevented from knowing, understanding and disputing the wage payments paid to them.
19 Furthermore, Plaintiff and the Represented Employees have each suffered an injury in that the
20 failure to show all wages earned on the itemized wage statements resulted in Plaintiff and the
21 Represented Employees being denied all necessary deductions, payments, and withholdings
22 owed by the employer, including, but not limited to, the failure to make all necessary
23 contributions for unemployment benefits, social security benefits, proper payment of taxes and
24 withholdings, and other mandated state and federal benefits.

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

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

7 **SIXTH CAUSE OF ACTION**

8 **UNFAIR AND UNLAWFUL COMPETITION**

9 (Business and Professions Code § 17200 *et seq.*)

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

12 84. California Business & Professions Code § 17200, *et seq.*, prohibits acts of unfair
13 competition, which includes any "unlawful, unfair or fraudulent business act or practice." The
14 Represented Employees, including Plaintiff, have suffered and continue to suffer injuries in fact,
15 due to the unfair and unlawful business practices of Defendants as alleged herein.

16 85. Defendants, and each of them, are "persons" as defined under Business &
17 Professions Code § 17021.

18 86. As alleged herein, Defendants engaged in conduct that violated California's wage
19 and hour laws, including failure to pay minimum and regular wages, failure to reimburse
20 business expenses, and failure to timely pay final wages, all in order to decrease their costs and
21 increase their profits.

22 87. At all times relevant herein, Defendants did not pay Plaintiff and the Represented
23 Employees wages and monies and other financial obligations to which they were entitled.

24 88. As a result of Defendants' failure to comply with the Labor Code and IWC
25 Orders, Represented Employees, including Plaintiff, suffered a loss of wages and monies, all in
26 an amount to be shown according to proof at trial. Defendants' ongoing violations of the
27 foregoing statutes and laws constitute a violation of Bus. & Prof. Code § 17200, *et seq.*

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1 89. Defendants' violations of the California Labor Code and IWC Wage Orders and
2 its scheme to lower its payroll costs as alleged herein, constitute unlawful and unfair business
3 practices because it was done in a systematic manner over a period of time to the detriment of the
4 Plaintiff and all others similarly-situated.

5 90. Defendants' conduct, as alleged herein, has been, and continues to be, unfair,
6 unlawful, and harmful to Plaintiff, other Represented Employees, and to the general public.
7 Plaintiff seek to enforce important rights affecting the public interest within the meaning of Code
8 of Civil Procedure § 1021.5.

9 91. A violation of California Business & Professions Code § 17200, et seq. may be
10 predicated on the violation of any state or federal law. All of the acts described herein as
11 violations of, among other things, the California Labor Code and IWC Wage Orders, are
12 unlawful and in violation of public policy, and in addition are immoral, unethical, oppressive,
13 fraudulent and unscrupulous, and thereby constitute unfair, unlawful and/or fraudulent business
14 practices in violation of California Business and Professions Code §§ 17200, et seq.

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

22 93. Plaintiff, individually, and on behalf of the Represented Employees, is entitled to,
23 and does, seek such relief as may be necessary to disgorge the profits which Defendants have
24 acquired, or of which Plaintiff and Represented Employees have been deprived, by means of the
25 above-described unfair, unlawful and/or fraudulent business practices. Plaintiff and the
26 Represented Employees are not obligated to establish individual knowledge of the unfair
27 practices of Defendants in order to recover restitution.

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1 94. Plaintiff, individually, and on behalf of the Represented Employees, is further
2 entitled to and do seek a declaration that the above described business practices are unfair,
3 unlawful and/or fraudulent, and injunctive relief restraining Defendants, and each of them, from
4 engaging in any of the above-described unfair, unlawful and/or fraudulent business practices in
5 the future.

6 95. Pursuant to Business & Professions Code §§ 17200, et seq., Plaintiff and
7 Represented Employees are entitled to restitution of the wages withheld and retained by
8 Defendants during a period that commences four years prior to the filing of this complaint; a
9 permanent injunction requiring Defendants to pay all outstanding wages due to Plaintiff and
10 Represented Employees; an award of attorneys' fees pursuant to California Code of Civil
11 Procedure § 1021.5 and other applicable laws; and an award of costs.

12 **VI. LABOR CODE PRIVATE ATTORNEYS GENERAL ACT CAUSES OF ACTION**
13 **(Cal. Lab. Code §§ 2698 – 2699.5)**

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

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

25 98. Pursuant to Labor Code § 2699.3(a), on November 3, 2022, Plaintiff gave written
26 notice by online filing to the Labor and Workforce Development Agency (“LWDA”) and by
27 certified mail to Defendants of the specific provisions of the Labor Code alleged to have been
28 violated, including the facts and theories to support the alleged violations. More than sixty-five

(65) days have elapsed since the date Plaintiff provided the written notice of the claims alleged herein without the LWDA assuming jurisdiction over the claims alleged. Accordingly, Plaintiff has fully satisfied the administrative prerequisites to suit under the PAGA.

SEVENTH CAUSE OF ACTION

PAGA ASSESSMENT FOR FAILURE TO PAY MINIMUM WAGES

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

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

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

101. Plaintiff and the Aggrieved Employees were not provided proper minimum and regular wages owed due to Defendants' policy which only provided piece-rate or flat-rate compensation (*i.e.*, for each mile driven or a flat rate for each trip completed). Under this pay plan, Plaintiff and the Aggrieved Employees did not receive separate hourly compensation at no less than the minimum wage for unpaid, on-duty time tasks, such as but not limited to, pre-trip and post-trip inspections, detention time, completing paperwork, refueling or repair, and downtime between runs.

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

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

104. Furthermore, Plaintiff and the Aggrieved Employees were denied paid rest breaks by virtue of Defendants' policy that only paid the Aggrieved Employees on a piece-rate basis without separation compensation for rest breaks. As Plaintiff and the Aggrieved Employees

1 could not generate piece-rate compensation during a rest break (i.e., miles driven or trip
2 completed), Plaintiff and the Aggrieved Employees were illegally denied paid rest breaks. Thus,
3 Defendants violated California Labor Code laws, inter alia, Labor Code §§ 200, 221, 222, 223,
4 1197, IWC Wage Order 9, § 4, and Cal. Code Regs., tit. 8, section 11090, subds. 1 and 4(B).

5 105. Plaintiff is informed and believes and thereon alleges that Defendants
6 intentionally, willfully, and improperly failed to pay wages to Plaintiff and the Aggrieved
7 Employees for each hour worked in violation of Labor Code §§ 221-223, 1194 and 1197.

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

11 **EIGHTH CAUSE OF ACTION**

12 **PAGA ASSESSMENT FOR FAILURE TO PAY FOR REST AND RECOVERY**

13 **PERIODS AND OTHER NONPRODUCTIVE TIME**

14 (Labor Code § 226.2)

15 107. Plaintiff incorporates the preceding paragraphs of the First Amended Complaint as
16 if fully alleged herein.

17 108. Plaintiff and the Aggrieved Employees are and/or were employees of Defendants
18 who were paid on a piece-rate basis.

19 109. Labor Code § 226.2 requires employers that pay their employees on a piece-rate
20 basis to provide separate payment for rest and recovery periods at a regular hourly rate that is no
21 less than the higher of the applicable minimum wage or "an average hourly rate determined by
22 dividing the total compensation for the workweek, exclusive of compensation for rest and
23 recovery periods and any premium compensation for overtime, by the total hours worked during
24 the workweek, exclusive of rest and recovery periods." Labor Code § 226.2(a)(3)(A).

25 110. Furthermore, Labor Code § 226.2 requires employers that pay their employees on
26 a piece-rate basis to provide separate payment for nonproductive time at an hourly rate that is no
27 less than the applicable minimum wage. Labor Code § 226.2(a)(4).

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1 111. At all relevant times herein, Defendants failed to compensate the Aggrieved
2 Employees, including Plaintiff, for all rest and recovery periods and all other nonproductive time
3 separate from any piece-rate compensation at the rate required by Labor Code § 226.2.
4 Therefore, Defendants violates Labor Code § 226.2 every pay period with respect to Plaintiff and
5 each and every one of the Aggrieved Employees.

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

9 **NINTH CAUSE OF ACTION**

10 **PAGA ASSESSMENT FOR FAILURE TO REIMBURSE BUSINESS EXPENSES**

11 (Labor Code § 2802)

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

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

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

20 116. At all relevant times herein mentioned, as a condition of employment, Defendants
21 required Plaintiff and the Aggrieved Employees to incur substantial business-related expenses
22 and costs without reimbursement. For example, Defendants required Plaintiff and the
23 Represented Employees to use personal cell phones to carry out their duties for Defendants
24 without reimbursement.

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

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

4 **TENTH CAUSE OF ACTION**

5 **PAGA ASSESSMENT FOR FAILURE TO TIMELY PAY WAGES EACH PERIOD**

6 (Labor Code § 204)

7 119. Plaintiff incorporates the preceding paragraphs of the First Amended Complaint as
8 if fully alleged herein.

9 120. Plaintiff and the Aggrieved Employees are and/or were "non-exempt" employees
10 of Defendants who did not receive proper protections and benefits of the laws regarding the
11 timing of payment of wages each period.

12 121. Labor Code § 204(a) states that all wages earned by a person are due and payable
13 twice during each calendar month, and further states that wages earned during the first through
14 fifteenth days of the month must be paid no later than the twenty-sixth day of the month, and that
15 wages earned between the sixteenth and last day of the month must be paid by the tenth day of
16 the following month.

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

20 123. At all relevant times herein, Defendants did not provide Plaintiff and the
21 Aggrieved Employees with all wages due and owing each period within the time required by
22 Labor Code § 204.

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

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1 **ELEVENTH CAUSE OF ACTION**

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

3 (Labor Code §§ 201 – 203)

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

6 126. Plaintiff and the Aggrieved Employees are and/or were “non-exempt” employees
7 of Defendants who did not receive proper protections and benefits of the laws governing the
8 timing and payment of final wages.

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

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

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

17 130. At all relevant times here, Defendants did not provide Plaintiff and the Aggrieved
18 Employees with all wages due and owing upon separation of employment, including, but not
19 limited to, minimum, regular, and overtime wages, within the time specified by Labor Code §§
20 201 – 203.

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

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

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1 **TWELFTH CAUSE OF ACTION**

2 **PAGA ASSESSMENT FOR**

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

4 (Labor Code § 226)

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

7 134. Plaintiff and the Aggrieved Employees are and/or were employees of Defendants
8 who did not receive proper protections and benefits of the laws governing the provision of
9 accurate itemized wage statements.

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

16 136. Defendants violates Labor Code § 226(a) every pay period with respect to Plaintiff
17 and the Aggrieved Employees because the wage statements that Defendants issued to Plaintiff
18 and the Aggrieved Employees failed to accurately state gross wages earned, total hours worked,
19 all deductions, net wages earned, the name and address of the legal entity that is the employer,
20 and all applicable hourly rates in effect during the pay period and the corresponding number of
21 hours at each hourly rate by the employee.

22 137. Furthermore, Labor Code § 226.2(a) states "[f]or employees compensated on a
23 piece-rate basis during a pay period, the following shall apply for that pay period: [...] (2) the
24 itemized statement required by subdivision (a) of Section 226 shall, in addition to the other items
25 specified in that subdivision, separately state the following, to which the provisions of Section
26 226 shall also be applicable: (A) the total hours of compensable rest and recovery periods, the
27 rate of compensation, and the gross wages paid for those periods during the pay period [and] (B)
28 [...] the total hours of other nonproductive time, [...] the rate of compensation, and the gross

1 wages paid for that time during the pay period.”

2 138. At all relevant times, Defendants failed to provide a wage statement to Plaintiff
3 and the Aggrieved Employees that complied with the requirements of Labor Code § 226.2(a)(2)
4 because the wage statements did not include any information regarding compensable rest and
5 recovery periods, nonproductive time, or the rates of pay and compensation for the same. As
6 such, Defendants violate Labor Code § 226 and § 226.2 every pay period with respect to Plaintiff
7 and the Aggrieved Employees.

8 139. Therefore, Defendants violate Labor Code § 226(a) every pay period with respect
9 to Plaintiff and the Aggrieved Employees because Defendants failed to provide complete and
10 accurate wage statements to Plaintiff and the Aggrieved Employees that complied with the
11 requirements of Labor Code § 226(a). See *Lopez v. Friant & Associates, LLC* (2017) 15
12 Cal.App.5th 773, 788 (“a plaintiff seeking civil penalties under PAGA for a violation of section
13 226(a) does not have to satisfy the “injury” and “knowing and intentional” requirements of
14 section 226(e)(1)”).

15 140. As a result of the Defendants’ violations of Labor Code §226(a)(9), Plaintiff seeks
16 the assessment of all applicable and available PAGA remedies pursuant to Labor Code §§ 226.3
17 and 2699, and seeks to recover all attorneys’ fees, costs, and/or any other damages permitted
18 under PAGA.

19 **VII. PRAYER FOR RELIEF**

20 WHEREFORE, Plaintiff, on behalf of himself, on a representative basis, and all others
21 similarly situated, prays for judgment and relief against Defendants, jointly and severally, as
22 follows:

- 23 1. As to the Seventh through Twelfth Causes of Action, the assessment of all
24 applicable and available remedies under the PAGA;
- 25 2. For reasonable attorneys’ fees and costs as permitted under the PAGA;
- 26 3. That the First through Sixth Causes of Action be certified as a class action;
- 27 4. That Plaintiff be appointed as Class Representative;
- 28 5. That counsel for Plaintiff be appointed Class Counsel;

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

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

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

8 9. For a declaratory judgment that Defendants have violated Labor Code §§ 200,
9 201, 202, 203, 204, 208, 210, 218.6, 221, 226, 226.2, 226.3, 226.7, 256, 512, 558, 1194, and
10 2802, among other sections inadvertently omitted;

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

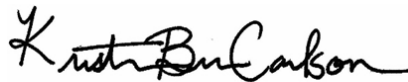
14 11. For pre- and post-judgment interest; and

15 12. For such other relief as the Court deems just and proper.
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17 Dated: March 15, 2023

LAUBY, MANKIN & LAUBY LLP

18
19 BY:



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