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ELECTRONICALLY FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO
SAN BERNARDINO DISTRICT
11/17/2025 7:19 PM
By: Andrea Enriquez, DEPUTY

5 Attorneys for Plaintiff JERMAINE BROWN

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8 SUPERIOR COURT OF THE STATE OF CALIFORNIA
9 FOR THE COUNTY OF SAN BERNARDINO
10 UNLIMITED JURISDICTION

11 JERMAINE BROWN, on behalf of himself
and all other current and former non-exempt
12 employees, and the general public,

13 *Plaintiff,*

14 v.

15 WESTERN EXPRESS, INC., a California
Stock Corporation; WESTERN EXPRESS
16 TRANSPORT OF CALIFORNIA, INC., a
Tennessee Stock Corporation and DOES 1
17 through 50, inclusive,

18 *Defendants.*

Case No. CIVSB2535959

CLASS AND REPRESENTATIVE ACTION

COMPLAINT

1. Failure to Provide Meal Periods (Lab. Code §§ 204, 223, 226.7, 512 and 1198);
2. Failure to Provide Rest Periods (Lab. Code §§ 204, 223, 226.7 and 1198);
3. Failure to Pay Hourly Wages (Lab. Code §§ 223, 510, 1194, 1194.2, 1197, 1997.1 and 1198);
4. Failure to Pay Sick Time (Lab. Code §§ 246 et seq.)
5. Failure to Indemnify (Lab. Code § 2802);
6. Failure to Provide Accurate Written Wage Statements (Lab. Code §§ 226(a));
7. Failure to Timely Pay All Final Wages (Lab. Code §§ 201, 202 and 203);
8. Unfair Competition (Bus. & Prof. Code §§ 17200 et seq.);
9. Civil Penalties (Lab. Code § 2698, et seq.)

JURY TRIAL DEMANDED

1 Plaintiff JERMAINE BROWN ("Plaintiff"), on behalf of himself and all other current and
2 former non-exempt employees, and the general public, complains and alleges as follows:

3 **INTRODUCTION**

4 1. Plaintiff brings this representative and class action against defendants WESTERN
5 EXPRESS, INC., a California Stock Corporation; WESTERN EXPRESS TRANSPORT OF
6 CALIFORNIA, INC., a Tennessee Stock Corporation; and DOES 1 through 50, inclusive,
7 (collectively referred to as "Defendants") for alleged violations of the Labor Code. As set forth
8 below, Plaintiff alleges that Defendants have

- 9 (1) failed to provide Plaintiff and all other similarly situated individuals with meal
10 periods;
11 (2) failed to provide them with rest periods;
12 (3) failed to pay them premium wages for missed meal and/or rest periods;
13 (4) failed to pay them premium wages for missed meal and/or rest periods at the regular
14 rate of pay;
15 (5) failed to pay them at least minimum wage for all hours worked;
16 (6) failed to pay them overtime wages at the correct rate;
17 (7) failed to reimburse them for all necessary business expenses;
18 (8) failed to provide them with accurate written wage statements; and
19 (9) failed to pay them all of their final wages following separation of employment.

20 Based on these alleged violations, Plaintiff now brings this representative and class action to
21 recover unpaid wages, restitution, civil and statutory penalties, and related relief on behalf of
22 himself and all other current and non-exempt employees, all other aggrieved employees, and the
23 State of California.

24 **JURISDICTION AND VENUE**

25 2. This Court has subject matter jurisdiction to hear this case because the unpaid wages,
26 actual damages, liquidated damages, restitution, and penalties sought by Plaintiff from Defendants
27 exceeds the minimal jurisdictional limits of the Superior Court of the State of California.

28 3. Venue is proper in SAN BERNARDINO COUNTY pursuant to Code of Civil

1 Procedure §§ 395(a) and 395.5 in that liability arose there, because at least some of the transactions
2 that are the subject matter of this Complaint occurred therein and/or each defendant is found,
3 maintains offices, transacts business, and/or has an agent therein.

4 PARTIES

5 4. Plaintiff is and was, and at all relevant times mentioned herein, an individual
6 residing in the State of California.

7 5. Plaintiff is informed and believes, and thereupon alleges, that Defendant
8 WESTERN EXPRESS, INC. is, and at all relevant times mentioned herein, a California Stock
9 Corporation doing business in the State of California.

10 6. Plaintiff is informed and believes, and thereupon alleges, that Defendant
11 WESTERN EXPRESS TRANSPORT OF CALIFORNIA, INC. is, and at all relevant times
12 mentioned herein, a Tennessee Stock Corporation doing business in the State of California.

13 7. Plaintiff is ignorant of the true names and capacities of the defendants sued herein as
14 DOES 1 through 50, inclusive, and therefore sues these defendants by such fictitious names.
15 Plaintiff will amend this Complaint to allege the true names and capacities of the DOE defendants
16 when ascertained. Plaintiff is informed and believes, and thereupon alleges, that each of the
17 fictitiously named defendants are responsible in some manner for the occurrences, acts and
18 omissions alleged herein and that Plaintiff's alleged damages were proximately caused by these
19 defendants, and each of them. Plaintiff will amend this complaint to allege both the true names and
20 capacities of the DOE defendants when ascertained.

21 8. Plaintiff is informed and believes, and thereupon alleges that, at all relevant times
22 mentioned herein, some or all of the defendants were the representatives, agents, employees,
23 partners, directors, associates, joint venturers, joint employers, principals, or co-participants of some
24 or all of the other defendants, and, in doing the things alleged herein, were acting within the course
25 and scope of such relationship and with the full knowledge, consent, and ratification by such other
26 defendants.

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CLASS ALLEGATIONS

9. This action has been brought and may be maintained as a class action pursuant to Code of Civil Procedure § 382, because there is a well-defined community of interest among the persons who comprise the readily ascertainable classes defined below and because Plaintiff is unaware of any difficulties likely to be encountered in managing this case as a class action.

10. **Relevant Time Period:** The relevant time period is defined as the time period beginning four years prior to the filing of this action until judgment is entered.

Hourly Employee Class: All persons employed by Defendants whether directly or indirectly through any staffing agencies and/or any other third parties in hourly or non-exempt positions in California during the **Relevant Time Period**.

Meal Period Sub-Class: All **Hourly Employee Class** members who worked in a shift in excess of five hours during the **Relevant Time Period**.

Rest Period Sub-Class: All **Hourly Employee Class** members who worked a shift of at least three and one-half (3.5) hours during the **Relevant Time Period**.

Wage Statement Penalties Sub-Class: All **Hourly Employee Class** members employed by Defendants in California during the period beginning one year before the filing of this action and ending when final judgment is entered.

UCL Class: All **Hourly Employee Class** members employed by Defendants in California during the **Relevant Time Period**.

Expense Reimbursement Class: All persons employed by Defendants in California who incurred business expenses during the **Relevant Time Period**.

11. **Reservation of Rights:** Pursuant to Rule of Court 3.765(b), Plaintiff reserves the right to amend or modify the class definitions with greater specificity by further division into sub-classes and/or by limitation to particular issues.

12. **Numerosity:** The class members are so numerous that the individual joinder of each individual class member is impractical. While Plaintiff does not currently know the exact number of class members, Plaintiff is informed and believes, and thereupon alleges, that the actual number exceeds the minimum required for numerosity under California law.

13. **Commonality and Predominance:** Common questions of law and fact exist as to all class members and predominate over any questions that affect only individual class members. These common questions include, but are not limited to:

- i. Whether Defendants maintained a policy or practice of failing to provide employees with their meal periods;
- ii. Whether Defendants maintained a policy or practice of failing to provide employees with their rest periods;
- iii. Whether Defendants failed to pay premium wages to class members when they have not been provided with required meal and/or rest periods;
- iv. Whether Defendants failed to pay minimum and/or overtime wages to class members as a result of policies that fail to provide meal periods in accordance with California law;
- v. Whether Defendants failed to pay minimum and/or overtime wages to class members for all time worked;
- vi. Whether Defendants failed to reimburse class members for all necessary business expenses incurred during the discharge of their duties;
- vii. Whether Defendants failed to provide class members with accurate written wage statements as a result of providing them with written wage statements with inaccurate entries for, among other things, amounts of gross and net wages, and total hours worked;
- viii. Whether Defendants applied policies or practices that result in late and/or incomplete final wage payments;
- ix. Whether class members are entitled to restitution of money or property that Defendants may have acquired from them through unfair competition;

14. **Typicality:** Plaintiff's claims are typical of the other class members' claims. Plaintiff is informed and believes, and thereupon alleges, that Defendants have a policy or practice of failing to comply with the Labor Code and Business and Professions Code as alleged in this Complaint.

15. **Adequacy of Class Representative:** Plaintiff is an adequate class representative in that he has no interests that are adverse to or otherwise conflict with the interests of absent class members and is dedicated to vigorously prosecuting this action on their behalf. Plaintiff will fairly and adequately represent and protect the interests of the other class members.

1 16. **Adequacy of Class Counsel:** Plaintiff's counsel are adequate class counsel in that
2 they have no known conflicts of interest with Plaintiff or absent class members, are experienced in
3 wage and hour class action litigation, and are dedicated to vigorously prosecuting this action on
4 behalf of Plaintiff and absent class members.

5 17. **Superiority:** A class action is vastly superior to other available means for fair and
6 efficient adjudication of the class members' claims and would be beneficial to the parties and the
7 Court. Class action treatment will allow a number of similarly situated persons to prosecute their
8 common claims simultaneously and efficiently in a single forum without the unnecessary
9 duplication of effort and expense that numerous individual actions would entail. In addition, the
10 monetary amounts due to many individual class members are likely to be relatively small and would
11 thus make it difficult, if not impossible, for individual class members to both seek and obtain relief.
12 Moreover, a class action will serve an important public interest by permitting class members to
13 effectively pursue the recovery of monies owed to them. Further, a class action will prevent the
14 potential for inconsistent or contradictory judgments inherent in individual litigation.

15 **GENERAL ALLEGATIONS COMMON TO ALL CAUSES OF ACTION**

16 18. Plaintiff worked for Defendants as an hourly, non-exempt employee from
17 approximately August 1, 2024, through November 18, 2024.

18 **Off-the-Clock Work**

19 19. Plaintiff and the putative class were not paid all wages earned as Defendants
20 directed, permitted, or otherwise encouraged Plaintiff and the putative class to perform off-the-
21 clock work.

22 20. Plaintiff and the putative class regularly performed work after their scheduled work
23 hours and were not paid for this time. Plaintiff and the putative class would perform maintenance on
24 their trucks and conduct pre-trip inspections before they clocked in or after they had already clocked
25 out and were not paid for the time spent performing these additional duties. These duties involved
26 cleaning the truck, moving the truck to different locations, trip-planning, and lightweight
27 preventative maintenance that Plaintiff and the putative class did not have time to complete during
28 their scheduled shifts.

21. Plaintiff and the putative class would perform these preparative duties for approximately two (2) hours between every shift.

22. As a result of performing off-the-clock work that was directed, permitted, or otherwise encouraged by Defendants, Plaintiff and the putative class should have been paid for this time. Instead, Defendants only paid Plaintiff and the putative class based on the time they were clocked in for their shifts and did not pay Plaintiff and the putative class for any of the time spent working off-the-clock.

23. Defendants knew or should have known that Plaintiff and the putative class were performing work before and after their scheduled work shifts and failed to pay Plaintiff and the putative class for these hours.

24. Defendants were aware of this practice and directed, permitted, or otherwise encouraged Plaintiff and the putative class to perform off-the-clock work.

25. As a result of Defendants' policies and practices, Plaintiff and the putative class were not paid for all hours worked.

Donning and Doffing/Off-the-clock Work

26. Plaintiff and the putative class members were not paid all wages earned as Defendants directed, permitted, or otherwise encouraged Plaintiff and the putative class members to perform off-the-clock work.

27. Plaintiff and the putative class members were directed to put on personal protective equipment (“PPE”), including a safety vest and gloves, before clocking in and after clocking out.

28. Defendants knew or should have known that Plaintiff and the putative class members were performing work before and after their scheduled work shifts and failed to pay Plaintiff and the putative class members for these hours.

29. Defendants were aware of this practice and directed, permitted, or otherwise encouraged Plaintiff and the putative class members to perform off-the-clock work.

30. As a result of Defendants' policies and practices, Plaintiff and the putative class members were not paid for all hours worked.

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1 **Missed Meal Periods**

2 31. Plaintiff and the putative class were not provided with meal periods of at least thirty
3 (30) minutes for each five (5) hour work period due to (1) Defendants' policy of not scheduling
4 each meal period as part of each work shift; (2) chronically understaffing each work shift with not
5 enough workers; (3) imposing so much work on each employee such that it made it unlikely that an
6 employee would be able to take their breaks if they wanted to finish their work on time; and (4) no
7 formal written meal and rest period policy that encouraged employees to take their meal and rest
8 periods.

9 32. As a result of Defendants' policy, Plaintiff and the putative class were regularly not
10 provided with uninterrupted meal periods of at least thirty (30) minutes for each five (5) hours
11 worked due to complying with Defendants' productivity requirements that required Plaintiff and
12 the putative class to work through their meal periods in order to complete their assignments on
13 time.

14 **Missed Rest Periods**

15 33. Plaintiff and the putative class were not provided with rest periods of at least ten
16 (10) minutes for each four (4) hour work period, or major fraction thereof, due to (1) Defendants'
17 policy of not scheduling each rest period as part of each work shift; (2) chronically understaffing
18 each work shift with not enough workers; (3) imposing so much work on each employee such that
19 it made it unlikely that an employee would be able to take their breaks if they wanted to finish their
20 work on time; and (4) no formal written meal and rest period policy that encouraged employees to
21 take their meal and rest periods.

22 34. As a result of Defendants' policy, Plaintiff and the putative class were regularly not
23 provided with uninterrupted rest periods of at least ten (10) minutes for each four (4) hours worked
24 due to complying with Defendants' productivity requirements that required Plaintiff and the
25 putative class to work through their rest periods in order to complete their assignments on time.

26 **Expense Reimbursement**

27 35. Plaintiff and the putative class members were required to utilize their own personal
28 cell phones to perform their job duties.

36. Plaintiff and the putative class members were not reimbursed for business expenses incurred in using their personal cell phones for GPS navigation and communication with dispatchers, shippers, receivers, and warehouse personnel.

37. Plaintiff and the putative class members were not reimbursed for business expenses incurred in purchasing load locks for the trucks and face masks.

38. In addition, Plaintiff and the putative class members were not paid at least two times the minimum wage for all hours worked.

39. Defendants failed to reimburse Plaintiff and the putative class for such necessary business expenses incurred by them.

Wage Statements

40. Plaintiff and the putative class were not provided with accurate wage statements as mandated by law pursuant to Labor Code § 226.

41. Defendants failed to comply with Labor Code 0167 226(a)(1) as “gross wages earned” were not accurately reflected in that all hours worked, including overtime and “off-the-clock” work were not included.

42. Defendants failed to comply with Labor Code section 226(a)(2) as “total hours worked by the employee” were not accurately reflected in that all hours worked, including overtime and “off-the-clock” work were not included.

43. Defendants failed to comply with Labor Code section 226(a)(5) as “net wages earned” were not accurately reflected in that all hours worked, including overtime and “off-the-clock” work were not included.

44. Defendants failed to comply with Labor Code section 226(a)(9) as “all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee” were not accurately reflected in that all hours worked, including overtime and “off-the-clock” work were not included.

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1 52. At all relevant times, Plaintiff was not subject to a valid on-duty meal period
2 agreement. Plaintiff is informed and believes that, at all relevant times, **Meal Period Sub-Class**
3 members were not subject to valid on-duty meal period agreements with Defendants.

4 53. Plaintiff alleges that, at all relevant times during the applicable limitations period,
5 Defendants maintained a policy or practice of not providing Plaintiff and members of the **Meal**
6 **Period Sub-Class** with uninterrupted, duty-free meal periods for at least thirty (30) minutes for
7 each five (5) hour work period, as required by Labor Code § 512 and the applicable Wage Order.

8 54. Plaintiff alleges that, at all relevant times during the applicable limitations period,
9 Defendants maintained a policy or practice of failing to pay premium wages to **Meal Period Sub-**
10 **Class** members when they worked five (5) hours without clocking out for any meal period.

11 55. Plaintiff alleges that, at all relevant times during the applicable limitations period,
12 Defendants maintained a policy or practice of not providing Plaintiff and members of the **Meal**
13 **Period Sub-Class** with a second meal period when they worked shifts of ten or more hours and
14 failed to pay them premium wages as required by Labor Code § 512 and the applicable Wage
15 Order.

16 56. Moreover, Defendants' written policies do not provide that employees must take
17 their first meal period before the end of the fifth hour of work, that employees are entitled to a
18 second meal period if they work a shift of over ten hours, or that the second meal period must
19 commence before the end of the tenth hour of work, unless waived.

20 57. At all relevant times, Defendants failed to pay Plaintiff and the **Meal Period Sub-**
21 **Class** members additional premium wages, and/or were not paid premium wages at the employees'
22 regular rates of pay when required meal periods were not provided.

23 58. Pursuant to Labor Code §§ 204, 218.6 and 226.7, Plaintiff, on behalf of himself and
24 the **Meal Period Sub-Class** members, seek to recover unpaid premium wages, interest thereon, and
25 costs of suit.

26 59. Pursuant to Labor Code § 1194, Code of Civil Procedure § 1021.5, the substantial
27 benefit doctrine, and/or the common fund doctrine, Plaintiff, on behalf of himself and the **Meal**
28

1 **Period Sub-Class** members, seeks to recover reasonable attorneys' fees.

2 **SECOND CAUSE OF ACTION**

3 **FAILURE TO PROVIDE REST PERIODS**

4 **(Lab. Code §§ 204, 223, 226.7 and 1198)**

5 **(Plaintiff and Rest Period Sub-Class)**

6 60. Plaintiff incorporates the preceding paragraphs as if fully alleged herein.

7 61. At all relevant times, Plaintiff and the **Rest Period Sub-Class** members have been
8 non-exempt employees of Defendants entitled to the full rest period protections of both the Labor
9 Code and the applicable Wage Order.

10 62. Section 12 of the applicable Wage Order imposes an affirmative obligation on
11 employers to permit and authorize employees to take required rest periods at a rate of no less than
12 ten minutes of net rest time for each four-hour work period, or major fraction thereof, that must be
13 in the middle of each work period insofar as practicable.

14 63. Labor Code § 226.7 and § 12 of the applicable Wage Order both prohibit employers
15 from requiring employees to work during required rest periods and require employers to pay non-
16 exempt employees an hour of premium wages at the employees' regular rates of pay, on each
17 workday that the employee is not provided with the required rest period(s).

18 64. Compensation for missed rest periods constitutes wages within the meaning of Labor
19 Code § 200.

20 65. Labor Code § 1198 makes it unlawful to employ a person under conditions that
21 violate the Wage Order.

22 66. Plaintiff alleges that, at all relevant times during the applicable limitations period,
23 Defendants maintained a policy or practice of not providing members of the **Rest Period Sub-Class**
24 with rest periods of at least ten minutes for each four-hour work period, or major fraction thereof, as
25 required by the applicable Wage Order.

26 67. At all relevant times, Defendants failed to pay Plaintiff and the **Rest Period Sub-**
27 **Class** members additional premium wages when required rest periods were not provided.

28 68. Specifically, Defendants written policies do not provide that employees may take a

1 rest period for each four hours worked, or major fraction thereof, nor that rest periods should be
2 taken in the middle of each work period insofar as practicable.

3 69. Pursuant to Labor Code §§ 204, 218.6 and 226.7, Plaintiff, on behalf of himself and
4 **Rest Period Sub-Class** members, seeks to recover unpaid premium wages, interest thereon, and
5 costs of suit.

6 70. Pursuant to Labor Code § 1194, Code of Civil Procedure § 1021.5, the substantial
7 benefit doctrine, and/or the common fund doctrine, Plaintiff, on behalf of himself and **Rest Period**
8 **Sub-Class** members, seeks to recover reasonable attorneys' fees.

9 **THIRD CAUSE OF ACTION**

10 **FAILURE TO PAY HOURLY AND OVERTIME WAGES**

11 **(Lab. Code §§ 223, 510, 1194, 1197 and 1198)**

12 **(Plaintiff and Hourly Employee Class)**

13 71. Plaintiff incorporates the preceding paragraphs as if fully alleged herein.

14 72. At all relevant times, Plaintiff and **Hourly Employee Class** members are or have
15 been non-exempt employees of Defendants entitled to the full protections of the Labor Code and the
16 applicable Wage Order.

17 73. Section 2 of the applicable Wage Order defines "hours worked" as "the time during
18 which an employee is subject to the control of the employer, and includes all the time the employee
19 is suffered or permitted to work, whether or not required to do so."

20 74. Section 4 of the applicable Wage Order requires an employer to pay non-exempt
21 employees at least the minimum wage set forth therein for all hours worked, which consists of all
22 hours that an employer has actual or constructive knowledge that employees are working.

23 75. Labor Code § 1194 invalidates any agreement between an employer and an
24 employee to work for less than the minimum or overtime wage required under the applicable Wage
25 Order.

26 76. Labor Code § 1194.2 entitles non-exempt employees to recover liquidated damages
27 in amounts equal to the amounts of unpaid minimum wages and interest thereon in addition to the
28 underlying unpaid minimum wages and interest thereon.

1 77. Labor Code § 1197 makes it unlawful for an employer to pay an employee less than
2 the minimum wage required under the applicable Wage Order for all hours worked during a payroll
3 period.

4 78. Labor Code § 1197.1 provides that it is unlawful for any employer or any other
5 person acting either individually or as an officer, agent, or employee of another person to pay an
6 employee, or cause an employee to be paid, less than the applicable minimum wage.

7 79. Labor Code § 1198 makes it unlawful for employers to employ employees under
8 conditions that violate the applicable Wage Order.

9 80. Labor Code § 204 requires employers to pay non-exempt employees their earned
10 wages for the normal work period at least twice during each calendar month on days the employer
11 designates in advance and to pay non-exempt employees their earned wages for labor performed in
12 excess of the normal work period by no later than the next regular payday.

13 81. Labor Code § 223 makes it unlawful for employers to pay their employees lower
14 wages than required by contract or statute while purporting to pay them legal wages.

15 82. Labor Code § 510 and § 3 of the applicable Wage Order require employers to pay
16 non-exempt employees overtime wages of no less than one and one-half times the employees'
17 respective regular rates of pay for all hours worked in excess of eight hours in one workday, all
18 hours worked in excess of forty hours in one workweek, and for the first eight hours worked on the
19 seventh consecutive day of one workweek.

20 83. Labor Code § 510 and § 3 of the applicable Wage Order also require employers to
21 pay non-exempt employees overtime wages of no less than two times the employees' respective
22 regular rates of pay for all hours worked in excess of twelve hours in one workday and for all hours
23 worked in excess of eight hours on a seventh consecutive workday during the workweek.

24 84. Plaintiff is informed and believes that, at all relevant times, Defendants have applied
25 centrally devised policies and practices to him and **Hourly Employee Class** members with respect
26 to working conditions and compensation arrangements.

27 85. At all relevant times, Defendants failed to pay hourly wages to Plaintiff and **Hourly**
28 **Employee Class** members for all time worked, including but not limited to, overtime hours at

1 statutory and/or agreed rates.

2 86. At all relevant times, Defendants failed to pay hourly wages to Plaintiff for all time
3 worked, including but not limited to, overtime wages at statutory and/or agreed rates by suffering or
4 permitting him to work off-the-clock while putting on and taking off protective and/or sanitary gear
5 over his clothing.

6 87. Plaintiff is informed and believes that, at all relevant times during the applicable
7 limitations period, Defendants maintained a policy or practice of not paying hourly wages to
8 **Hourly Employee Class** members for all time worked, including but not limited to overtime wages,
9 at statutory and/or agreed rates by suffering or permitting them to work off-the-clock while putting
10 on and taking off protective and/or sanitary gear over their clothing.

11 88. During the relevant time period, Defendants failed to pay Plaintiff and **Hourly**
12 **Employee Class** members all earned wages every pay period at the correct rates, including
13 overtime rates, because Defendants directed, permitted, or otherwise encouraged Plaintiff and
14 **Hourly Employee Class** members to perform off-the-clock work.

15 89. As a result of Defendants' unlawful conduct, Plaintiff and **Hourly Employee Class**
16 members have suffered damages in an amount subject to proof, to the extent they were not paid the
17 full amount of wages earned during each pay period during the applicable limitations period,
18 including overtime wages.

19 90. Pursuant to Labor Code §§ 204, 218.6, 223, 510, 1194 and 1194.2, Plaintiff, on
20 behalf of himself and **Hourly Employee Class** members, seeks to recover unpaid straight time and
21 overtime wages, interest thereon, and costs of suit.

22 91. Pursuant to Labor Code § 1194, Code of Civil Procedure § 1021.5, the substantial
23 benefit doctrine, and/or the common fund doctrine, Plaintiff, on behalf of himself and **Hourly**
24 **Employee Class** members, seeks to recover reasonable attorneys' fees.

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1 **FOURTH CAUSE OF ACTION**

2 **FAILURE TO PROVIDE SICK PAY**

3 **(Lab. Code §§ 245, et seq.)**

4 **(Plaintiff and Sick Pay Sub-Class)**

5 92. Plaintiff incorporates the preceding paragraphs as if fully alleged herein.

6 93. Labor Code section 246(a)(1) states in pertinent part:

7 An employee who, on or after July 1, 2015, works in California for the same employer
8 for 30 or more days within a year from the commencement of employment is entitled
9 to paid sick days as specified in this section.

9 94. Labor Code section 246(b)(1) states in pertinent part:

10 An employee shall accrue paid sick days at the rate of not less than one hour per every
11 30 hours worked, beginning at the commencement of employment or the operate date
12 of this article, whichever is later, subject to the use and accrual limitations set forth in
13 this section.

12 95. Plaintiff is informed and believes and thereon alleges that, at all relevant
13 times, Defendants have maintained a policy and practice of not paying **Sick Pay Sub-Class**
14 members paid sick days as required by Labor Code § 245, *et sequitur* during their employment
15 when **Sick Pay Sub-Class** members were out due to covered reasons.

16 96. By reason of the above, Plaintiff and the members of the **Sick Pay Sub-Class** are
17 entitled to restitution for all unpaid amounts due and owing to within four years (4) of the date of
18 the filing of the Complaint until the date of entry of judgment.

19 97. Pursuant to Labor Code § 1194, Code of Civil Procedure § 1021.5, the
20 substantial benefit doctrine, and/or the common fund doctrine, Plaintiff, on behalf of himself and
21 **Sick Pay Sub-Class** members, seeks to recover reasonable attorneys' fees.

22 **FIFTH CAUSE OF ACTION**

23 **FAILURE TO INDEMNIFY**

24 **(Lab. Code § 2802)**

25 **(Plaintiff and Expense Reimbursement Class)**

26 98. Plaintiff incorporates the preceding paragraphs as if fully alleged herein.

27 99. Labor Code section 2802(a) states:

28 An employer shall indemnify his or her employee for all necessary expenditures or
losses incurred by the employee in direct consequence of the discharge of his or her

1 duties, or of his or her obedience to the directions of the employer, even though
2 unlawful, unless the employee, at the time of obeying the directions, believed them to
be unlawful.

3 100. At all relevant times during the applicable limitations period, Plaintiff and the
4 **Expense Reimbursement Class** members incurred necessary business-related expenses and costs,
5 including but not limited to, in using their personal cell phones and purchasing required load locks
6 and face masks.

7 101. Plaintiff is informed and believes and thereupon alleges that the reimbursement paid
8 by Defendants was insufficient to indemnify Plaintiff for all necessary expenses incurred in the
9 discharge of their duties.

10 102. Plaintiff is informed and believes and thereupon alleges that the reimbursement paid
11 by Defendants was insufficient to indemnify **Expense Reimbursement Class** members for all
12 necessary business expenses incurred in the discharge of their duties.

13 103. At all relevant times during the applicable limitations period, Defendants required
14 Plaintiff and the **Expense Reimbursement Class** members to pay for expenses and/or losses caused
15 by Defendants' want of ordinary care. Defendants failed to indemnify Plaintiff and **Expense**
16 **Reimbursement Class** members for all such expenditures.

17 104. At all relevant times during the applicable limitations period, Defendants required
18 Plaintiff and **Expense Reimbursement Class** members to purchase and maintain uniforms and
19 apparel unique to Defendants at Plaintiff's and **Expense Reimbursement Class** members' expense.
20 Defendants failed to indemnify Plaintiff and **Expense Reimbursement Class** members for all such
21 expenditures.

22 105. Plaintiff is informed and believes that, during the applicable limitations period,
23 Defendants maintained a policy or practice of not reimbursing Plaintiff and **Expense**
24 **Reimbursement Class** members for all necessary business expenses.

25 106. Accordingly, Plaintiff and **Expense Reimbursement Class** members are entitled to
26 restitution for all unpaid amounts due and owing within four years of the date of the filing of the
27 original Complaint and until the date of entry of judgment.

28 107. Plaintiff, on behalf of himself, and **Expense Reimbursement Class** members, seeks

1 interest thereon and costs pursuant to Labor Code § 218.6 and reasonable attorneys' fees pursuant to
2 Code of Civil Procedure § 1021.5.

3 **SIXTH CAUSE OF ACTION**

4 **FAILURE TO PROVIDE ACCURATE WRITTEN WAGE STATEMENTS**

5 **(Lab. Code § 226)**

6 **(Plaintiff and Wage Statement Penalties Sub-Class)**

7 108. Plaintiff incorporates the preceding paragraphs as if fully alleged herein.

8 109. Labor Code § 226(a) states:

9 An employer, semimonthly or at the time of each payment of wages, shall furnish to
10 his or her employee, either as a detachable part of the check, draft, or voucher paying
11 the employee's wages, or separately if wages are paid by personal check or cash, an
12 accurate itemized statement in writing showing (1) gross wages earned, (2) total hours
13 worked by the employee, except as provided in subdivision (j), (3) the number of
14 piece-rate units earned and any applicable piece rate if the employee is paid on a piece-
15 rate basis, (4) all deductions, provided that all deductions made on written orders of
16 the employee may be aggregated and shown as one item, (5) net wages earned, (6) the
17 inclusive dates of the period for which the employee is paid, (7) the name of the
18 employee and only the last four digits of his or her social security number or an
19 employee identification number other than a social security number, (8) the name and
20 address of the legal entity that is the employer and, if the employer is a farm labor
21 contractor, as defined in subdivision (b) of Section 1682, the name and address of the
22 legal entity that secured the services of the employer, and (9) all applicable hourly
23 rates in effect during the pay period and the corresponding number of hours worked
24 at each hourly rate by the employee and, beginning July 1, 2013, if the employer is a
25 temporary services employer as defined in Section 201.3, the rate of pay and the total
26 hours worked for each temporary services assignment. The deductions made from
27 payment of wages shall be recorded in ink or other indelible form, properly dated,
28 showing the month, day, and year, and a copy of the statement and the record of the
deductions shall be kept on file by the employer for at least three years at the place of
employment or at a central location within the State of California. For purposes of
this subdivision, 'copy' includes a duplicate of the itemized statement provided to an
employee or a computer-generated record that accurately shows all of the information
required by this subdivision.

110. The Division of Labor Standards Enforcement ("DLSE") has sought to harmonize
the "detachable part of the check" provision and the "accurate itemized statement in writing"
provision of Labor Code section 226(a) by allowing for electronic wage statements so long as each
employee retains the right to elect to receive a written paper stub or record and that those who are
provided with electronic wage statements retain the ability to easily access the information and
convert the electronic statements into hard copies at no expense to the employee. (DLSE Opinion
Letter July 6, 2006.)

1 111. Plaintiff is informed and believes that, at all relevant times during the applicable
2 limitations period, Defendants have failed to provide **Wage Statement Penalties Sub-Class**
3 members with written wage statements as described above.

4 112. Plaintiff is informed and believes that Defendants' failure to provide him and **Wage**
5 **Statement Penalties Sub-Class** members with accurate written wage statements were intentional in
6 that Defendants had the ability to provide them with accurate wage statements but had intentionally
7 provided them with written wage statements that Defendants knew do not comply with Labor Code
8 § 226(a).

9 113. Plaintiff and **Wage Statement Penalties Sub-Class** members have suffered injuries,
10 in that Defendants have violated Plaintiff's and **Wage Statement Penalties Sub-Class** members'
11 legal rights to receive accurate wage statements and have misled them about their actual rates of pay
12 and wages earned. In addition, inaccurate information on their wage statements have prevented
13 immediate challenges to Defendants' unlawful pay practices, has required discovery and
14 mathematical computations to determine the amount of wages owed, has caused difficulty and
15 expense in attempting to reconstruct time and pay records, and/or has led to the submission of
16 inaccurate information about wages and deductions to federal and state government agencies.

17 114. Pursuant to Labor Code § 226(e), Plaintiff, on behalf of himself and **Wage**
18 **Statement Penalties Sub-Class** members, seeks the greater of actual damages or fifty dollars
19 (\$50.00) for the initial pay period in which a violation of Labor Code section 226(a) occurred and
20 one hundred dollars (\$100.00) for each subsequent pay period in which a violation of Labor Code §
21 226(a) occurred, not to exceed an aggregate penalty of four thousand dollars (\$4,000.00) per class
22 member.

23 115. Pursuant to Code of Civil Procedure § 1021.5, the substantial benefit doctrine and/or
24 the common fund doctrine, Plaintiff, on behalf of himself and **Wage Statement Penalties Sub-**
25 **Class** members, seek awards of reasonable attorneys' fees and costs.

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1 **SEVENTH CAUSE OF ACTION**

2 **UNFAIR COMPETITION**

3 **(Bus. & Prof. Code §§ 17200 *et seq.*)**

4 **(Plaintiff and UCL Class)**

5 116. Plaintiff incorporates the preceding paragraphs as if fully alleged herein.

6 117. Business and Professions Code § 17200 defines “unfair competition” to include any
7 unlawful business practice.

8 118. Business and Professions Code §§ 17203–17204 allow a person who has lost money
9 or property as a result of unfair competition to bring a class action in accordance with Code of Civil
10 Procedure § 382 to recover money or property that may have been acquired from similarly situated
11 persons by means of unfair competition.

12 119. California law requires employers to pay hourly, non-exempt employees for all hours
13 they are permitted or suffered to work, including hours that the employer knows or reasonably
14 should know that employees have worked.

15 120. Plaintiff, on behalf of himself and the **UCL Class** members, re-alleges and
16 incorporates the FIRST, SECOND, THIRD, FOURTH, FIFTH, and SIXTH causes of action herein.

17 121. Plaintiff lost money and/or property as a result of the aforementioned unfair
18 competition.

19 122. Defendants have or may have acquired money by means of unfair competition.

20 123. Plaintiff is informed and believes and thereupon alleges that, by committing the
21 Labor Code violations described in this Complaint, Defendants violated Labor Code §§ 215, 216,
22 225, 226.6, 354, 408, 553, 1175, 1199 and 2802. Defendants thus committed misdemeanors by
23 violating the Labor Code as alleged herein.

24 124. Defendants have committed criminal conduct through their policies and practices of,
25 *inter alia*, failing to comport with their affirmative obligations as an employer to: provide non-
26 exempt employees with uninterrupted, duty-free meal periods of at least thirty minutes for each
27 work period of five or more hours, provide non-exempt employees with rest periods of at least ten
28 minutes for each four-hour work period, provide sick pay, pay non-exempt employees for all hours

1 worked, reimburse them for all necessary business-related expenses, and provide accurate written
2 wage statements.

3 125. At all relevant times, Plaintiff and **UCL Class** members have been non-exempt
4 employees and entitled to the full protections of both the Labor Code and the applicable Wage
5 Order.

6 126. Defendants' unlawful conduct as alleged in this Complaint amounts to and
7 constitutes unfair competition within the meaning of Business and Professions Code section 17200
8 *et sequitur*. Business and Professions Code §§ 17200 *et sequitur* protect against unfair competition
9 and allow a person who has suffered an injury-in-fact and has lost money or property as a result of
10 an unfair, unlawful, or fraudulent business practice to seek restitution on behalf of himself and on
11 behalf of similarly situated persons in a class-action proceeding.

12 127. As a result of Defendants' violations of the Labor Code during the applicable
13 limitations period, Plaintiff has suffered an injury-in-fact and has lost money or property in the form
14 of earned wages. Specifically, Plaintiff has lost money or property as a result of Defendants'
15 conduct.

16 128. Plaintiff is informed and believes that other similarly situated persons have been
17 subject to the same unlawful policies or practices of Defendants.

18 129. Due to the unfair and unlawful business practices in violation of the Labor Code,
19 Defendants have gained a competitive advantage over other comparable companies doing business
20 in the State of California that comply with their legal obligations.

21 130. California's Unfair Competition Law ("UCL") permits civil recovery and injunctive
22 relief for "any unlawful, unfair or fraudulent business act or practice," including a practice or act
23 that violates, or is considered unlawful under, any other state or federal law.

24 131. Accordingly, pursuant to Business & Professions Code §§ 17200 and 17203,
25 Plaintiff requests the issuance of temporary, preliminary, and permanent injunctive relief enjoining
26 Defendants, and each of them, and their agents and employees, from further violations of the Labor
27 Code and applicable Industrial Welfare Commission Wage Orders, and upon a final hearing, an
28 order permanently enjoining Defendants, and each of them, and their respective agents and

1 employees, from further violations of the Labor Code and applicable Industrial Welfare
2 Commission Wage Orders.

3 132. Pursuant to Business and Professions Code § 17203, Plaintiff, on behalf of himself
4 and **UCL Class** members, seeks declaratory relief and restitution of all monies rightfully belonging
5 to them that Defendants did not pay them or otherwise retained by means of its unlawful and unfair
6 business practices.

7 133. Pursuant to Code of Civil Procedure § 1021.5, the substantial benefit doctrine and/or
8 the common fund doctrine, Plaintiff and **UCL Class** members are entitled to recover reasonable
9 attorneys' fees in connection with their unfair competition claims.

10 **EIGHTH CAUSE OF ACTION**

11 **CIVIL PENALTIES**

12 **(Lab. Code §§ 2698 *et seq.*)**

13 134. Plaintiff incorporates the preceding paragraphs as if fully alleged herein.

14 135. During the applicable limitations period, Defendants have violated Labor Code §§
15 204, 223, 226(a), 226.7, 510, 512, 1194, 1197, 1198, and 2802.

16 136. Labor Code §§ 2699(a) and (g) authorize an aggrieved employee, on behalf of
17 himself and other current and former employees, to bring a representative civil action to recover
18 civil penalties pursuant to the procedures set forth in Labor Code § 2699.3 that may, but need not,
19 be brought or maintained as a class action pursuant to Code of Civil Procedure section 382.

20 137. Plaintiff, a former employee against whom Defendants committed one or more of the
21 alleged Labor Code violations during the applicable limitations period, is an aggrieved employee
22 within the meaning of Labor Code § 2699(c).

23 138. Plaintiff has complied with the procedures for bringing suit specified in Labor Code
24 § 2699.3. Notice was provided to the California Labor & Workforce Development Agency
25 ("LWDA") and 65 days have elapsed without the LWDA providing Plaintiff with any notice of an
26 intent to investigate.

27 139. Pursuant to Labor Code sections 2699(a) and (f), Plaintiff seeks the following civil
28 penalties for Defendants' violations of Labor Code §§ 204, 223, 226(a), 226.7, 510, 512, 1194,

1 1197, 1198 and 2802:

- 2 i. For violations of Labor Code §§ 212, 226.7, 1194, 1198 and 2802, one
3 hundred dollars (\$100) for each employee per pay period for each initial
4 violation and two hundred dollars (\$200) for each employee per pay period
5 for each subsequent violation (penalties set by Labor Code § 2699(f)(2));
- 6 ii. For violations of Labor Code § 204, one hundred dollars (\$100) for each
7 employee for each initial violation that was neither willful nor intentional,
8 two hundred dollars (\$200) for each employee, plus 25% of the amount
9 unlawfully withheld from each employee, for each initial violation that was
10 either willful or intentional, and two hundred dollars (\$200) for each
11 employee, plus twenty-five percent (25%) of the amount unlawfully withheld
12 from each employee, for each subsequent violation, regardless of whether the
13 subsequent violation was either willful or intentional (penalties set by Labor
14 Code § 210);
- 15 iii. For violations of Labor Code § 223, one hundred dollars (\$100) for each
16 employee for each initial violation that was neither willful nor intentional,
17 two hundred dollars (\$200) for each employee, plus twenty-five percent
18 (25%) of the amount unlawfully withheld from each employee, for each
19 initial violation that was either willful or intentional, and two hundred dollars
20 (\$200) for each employee, plus twenty-five percent (25%) of the amount
21 unlawfully withheld from each employee, for each subsequent violation,
22 regardless of whether the subsequent violation was either willful or
23 intentional (penalties set by Labor Code § 225.5);
- 24 iv. For violations of Labor Code § 226(a), if this action is deemed to be an initial
25 citation, two hundred and fifty dollars (\$250) for each employee for each
26 violation. Alternatively, if an initial citation or its equivalent occurred before
27 the filing of this action, one thousand dollars (\$1,000) for each employee for
28 each violation (penalties set by Labor Code § 226.3);

- 1 v. For violation of Labor Code §§ 510 and 512, fifty dollars (\$50) for each
2 employee for each initial pay period for which the employee was underpaid,
3 and one hundred dollars (\$100) for each employee for each subsequent pay
4 period for which the employee was underpaid (penalties set by Labor Code §
5 558);
- 6 vi. For violations of Labor Code § 1197, one hundred dollars (\$100) for each
7 aggrieved employee for each initial violation of Labor Code § 1197 that was
8 intentional and two hundred and fifty dollars (\$250) for each aggrieved
9 employee per pay period for each subsequent violation of Labor Code §
10 1197, regardless of whether the initial violation was intentional (penalties set
11 by Labor Code § 1197.1);
- 12 vii. Pursuant to Labor Code § 2699(g), Plaintiff seeks an award of reasonable
13 attorneys' fees and costs in connection with Plaintiff's claims for civil
14 penalties.

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1 **PRAYER FOR RELIEF**

2 WHEREFORE, Plaintiff, on behalf of himself, all other current and former non-exempt
3 employees, and the general public, prays for relief and judgment against Defendants as follows:

- 4 (1) An order that the action be certified as a class action;
5 (2) An order that Plaintiff be appointed class representative;
6 (3) An order that counsel for Plaintiff be appointed class counsel;
7 (4) Unpaid wages;
8 (5) Actual damages;
9 (6) Liquidated damages;
10 (7) Restitution;
11 (8) Declaratory relief;
12 (9) Pre-judgment interest;
13 (10) Statutory penalties;
14 (11) Civil penalties;
15 (12) Costs of suit;
16 (13) Reasonable attorneys' fees; and
17 (14) Such other relief as the Court deems just and proper.

18 **DEMAND FOR JURY TRIAL**

19 Plaintiff, on behalf of himself, all other current and former non-exempt employees, and the
20 general public, hereby demands a jury trial on all issues so triable.

21
22 Dated: November 12, 2025

SETAREH LAW GROUP

23
24
25 
26 SHAUN SETAREH
Attorney for Plaintiff
JERMAINE BROWN