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ELECTRONICALLY FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO
SAN BERNARDINO DISTRICT
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By: Mariah Mora, DEPUTY

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9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
10 **FOR THE COUNTY OF SAN BERNARDINO**

11 TRAMELLE LAMONT DRINKARD, an
12 individual and on behalf of all others similarly
13 situated;

14 Plaintiff,

15 vs.

16 4 GEN LOGISTICS LLC, an Arizona limited
17 liability company; and DOES 1 through 50,

18 Defendants.
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Case No.: CIVSB2519818

**FIRST AMENDED CLASS AND
REPRESENTATIVE ACTION
COMPLAINT:**

- (1) **PIECE-RATE WAGE VIOLATIONS
(LABOR CODE § 226.2);**
- (2) **WAGE STATEMENT PENALTIES
(LABOR CODE § 226);**
- (3) **WAITING TIME PENALTIES
(LABOR CODE §§ 201-203);**
- (4) **FAILURE TO REIMBURSE
NECESSARY BUSINESS EXPENSES
(LABOR CODE § 2802);**
- (5) **UNFAIR COMPETITION (BUS &
PROF CODE §§ 17200, *et seq.*); and**
- (6) **CIVIL PENALTIES UNDER THE
CALIFORNIA PRIVATE
ATTORNEYS GENERAL ACT
(LABOR CODE §§ 2698, *et seq.*)**

DEMAND FOR JURY TRIAL

1 Plaintiff TRAMELLE LAMONT DRINKARD (“Plaintiff”), on behalf of himself and all
2 others similarly situated, hereby brings this First Amended Class and Representative Action
3 Complaint (“Complaint”) against Defendants 4 GEN LOGISTICS LLC, an Arizona limited liability
4 company, and DOES 1 to 50 (collectively “Defendants”), and on information and belief alleges as
5 follows:

6 **JURISDICTION AND VENUE**

7 1. Plaintiff, on behalf of himself and all others similarly situated, hereby brings this
8 Complaint for recovery of unpaid wages and penalties under California Business and Professions
9 Code § 17200, *et seq.*, Labor Code §§ 201, 202, 203, 204, 210, 226.2, 226, 246, 558, 558.1, 1174,
10 and 2802, 2698, *et seq.*, and Industrial Welfare Commission (“IWC”) Wage Order 9-2001 (“Wage
11 Order 9”), in addition to seeking injunctive relief, declaratory relief, and restitution. This Complaint
12 is brought pursuant to California Code of Civil Procedure § 382. This Court has jurisdiction over
13 Defendants’ violations of the Labor Code because the amount in controversy exceeds \$25,000.

14 2. Venue is proper in this judicial district because Defendants maintain offices, have
15 agents, and/or transact business in the State of California, including San Bernardino County, and
16 some of the acts and omissions complained of herein occurred in San Bernardino County.
17 Furthermore, Plaintiff was employed by Defendants within San Bernardino County.

18 **PARTIES**

19 3. Plaintiff is, and at all times relevant herein was, an individual over the age of
20 eighteen (18) and is a California resident. Within the statute of limitations periods applicable to
21 each cause of action pled herein, Plaintiff was employed by Defendants as a non-exempt employee.
22 Plaintiff was, and is, a victim of Defendants’ policies, practices, and/or customs complained of
23 herein and has been deprived of the rights guaranteed by Business and Professions Code § 17200, *et*
24 *seq.*, Labor Code §§ 201, 202, 203, 204, 210, 226.2, 226, 246, 558, 558.1, 1174, and 2802, 2698, *et*
25 *seq.*, and Wage Order 9.

26 4. Plaintiff is informed and believes, and based thereon alleges, that during the
27 applicable statute of limitations for each cause of action pled herein and continuing to the present,
28 Defendants engaged in, and continue to engage in, business, and employed Plaintiff and other,

1 similarly-situated non-exempt employees within San Bernardino County, and the State of California
2 and, therefore, were (and are) doing business in San Bernardino County and the State of California.

3 5. Plaintiff does not know the true names or capacities, whether individual, partner, or
4 corporate, of the defendants sued herein as DOES 1 to 50, inclusive, and for that reason, said
5 defendants are sued under such fictitious names, and Plaintiff will seek leave from this Court to
6 amend this Complaint when such true names and capacities are discovered. Plaintiff is informed and
7 believes, and based thereon alleges, that each of said fictitious defendants, whether individual,
8 partners, or corporate, was responsible in some manner for the acts and omissions alleged herein,
9 and proximately caused Plaintiff and the Classes (as defined below) to be subject to the unlawful
10 employment practices, wrongs, injuries, and damages complained of herein.

11 6. At all times herein mentioned, each of said Defendants participated in the doing of
12 the acts hereinafter alleged to have been done by the named Defendant; and furthermore,
13 Defendants, and each of them, were the agents, servants, and employees of each of the other
14 defendants, as well as the agents of all Defendants, and at all times herein mentioned, were acting
15 within the course and scope of said agency and employment.

16 7. Plaintiff is informed and believes, and based thereon alleges, that at all times
17 material hereto, each of the Defendants named herein was the agent, employee, alter ego and/or
18 joint venturer of, or working in concert with each of the other co-Defendants and was acting within
19 the course and scope of such agency, employment, joint venture, or concerted activity. To the extent
20 said acts, conduct, and omissions were perpetrated by certain Defendants, each of the remaining
21 Defendants confirmed and ratified said acts, conduct, and omissions of the acting Defendants.

22 8. At all times herein mentioned, Defendants, and each of them, were members of, and
23 engaged in, a joint venture, partnership, and common enterprise, and acting within the course and
24 scope of, and in pursuance of, said joint venture, partnership, and common enterprise.

25 9. At all times herein mentioned, the acts and omissions of various Defendants, and
26 each of them, concurred and contributed to the various acts and omissions of each and all of the
27 other Defendants in proximately causing the injuries and damages as herein alleged.

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1 **FACTUAL ALLEGATIONS**

2 10. Defendants own and operate a trucking company in Rialto, California. Defendants
3 employed Plaintiff as an hourly-paid, non-exempt employee from approximately June 2022 to
4 approximately August 2024 as a truck driver.

5 11. Labor Code § 226.2 applies to employees who are compensated on a piece-rate basis
6 for any work performed during a pay period and requires employers to establish compensation and
7 wage statement requirements for rest and recovery periods and “other nonproductive time” for
8 piece-rate employees. During the relevant time period, Defendants compensated Plaintiff and other
9 non-exempt employees based on a piece rate compensation. However, Defendants failed to comply
10 with the requirements of Labor Code section 226.2. The violations include, but are not limited to,
11 failing to separately compensate non-exempt employees for rest and recovery periods and other
12 nonproductive time.

13 12. Labor Code § 246 mandates employers to comply with various requirements with
14 respect to the provision of paid sick leave to employees. During the relevant time period,
15 Defendants improperly calculated the sick leave rate of pay owed to non-exempt employees by
16 failing to incorporate piece-rate compensation into the sick leave pay rate calculation.

17 13. Labor Code §§ 201 and 202 provide that if an employer discharges an employee, the
18 wages earned and unpaid at the time of discharge are due and payable immediately, and if an
19 employee quits his or her employment, his or her wages shall become due and payable not later than
20 seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours' notice of
21 his or her intention to quit, in which case the employee is entitled to his or her wages at the time of
22 quitting. During the relevant time period, Defendants failed to pay Plaintiff and other non-exempt
23 employees all wages due to them within any time period specified by Labor Code §§ 201 and 202,
24 including earned and unpaid wages as discussed above.

25 14. Labor Code § 226 requires employers to make, keep and provide complete and
26 accurate itemized wage statements to their employees. During the relevant time period, Defendants
27 did not provide Plaintiff and other non-exempt employees with complete and accurate itemized
28 wage statements. The wage statements they received from Defendants were in violation of Labor

Code § 226(a). The violations include, but are not limited to, failure to state the correct gross and net wages earned for all time worked, failure to state the correct name and address of the employer entity, the total hours of rest and recovery periods and corresponding rate of pay and gross pay, the total hours of nonproductive time and corresponding rate of pay and gross pay, and failure to state all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee.

15. Labor Code § 2802 requires an employer to reimburse its employee for all necessary expenditures incurred by the employee in direct consequence of the discharge of his or her job duties or in direct consequence of his or her obedience to the directions of the employer. During the relevant time period, Plaintiff and other non-exempt employees incurred necessary business-related expenses and costs that were not fully reimbursed by Defendants, including, but not limited to, use their personal cellphones to clock in and out.

CLASS ACTION ALLEGATIONS

16. **Class Definitions:** Plaintiff brings this action on behalf of himself and the following Classes pursuant to § 382 of the California Code of Civil Procedure:

- a. Piece-Rate Class: All current and former non-exempt employees of Defendants in the State of California who were compensated by Defendant on a piece-rate basis during the four years immediately preceding the filing of this action through the present.
- b. Wage Statement Class: All current and former non-exempt employees of Defendants in the State of California who received a wage statement, during the one year immediately preceding the filing of this action through the present.
- c. Waiting Time Penalty Class: All of Defendants' formerly employed members of the Piece-Rate Class during the three years immediately preceding the filing of this action through the present.
- d. Expense Reimbursement Class: All current and former non-exempt employees of Defendants in the State of California who were not reimbursed for all necessary business expenses, during the four years immediately preceding the filing of this

1 action through the present.

2 17. **Numerosity/Ascertainability:** The members of the Classes are so numerous that
3 joinder of all members would be impractical, if not impossible. The membership of the Classes is
4 unknown to Plaintiff at this time; however, it is estimated that the members of the Classes number
5 greater than 50 individuals. The identity of such membership is readily ascertainable via inspection
6 of Defendants' employment records, including payroll records.

7 18. **Common Questions of Law and Fact Predominate/Well-Defined Community of**
8 **Interest:** There are predominant common questions of law and fact as to Plaintiff and members of
9 the Classes, which predominate over questions affecting only individual members including,
10 without limitation to:

- 11 a. Whether Defendants complied with Labor Code § 226.2 with respect to the Piece-
12 Rate Class;
- 13 b. Whether Defendants reimbursed members of the Expense Reimbursement Class for
14 all necessary business expenses pursuant to Labor Code § 2802;
- 15 c. Whether Defendants furnished legally compliant wage statements to members of the
16 Wage Statement Class pursuant to Labor Code § 226; and
- 17 d. Whether Defendants timely paid all final wages to members of the Waiting Time
18 Class at the time of their separation of employment pursuant to Labor Code §§ 201
19 and 202.

20 These common questions of law and fact set forth above are numerous and substantial and
21 stem from Defendants' policies and/or practices applicable to each individual class member. As
22 such, the common questions predominate over individual questions concerning each individual
23 class member's showing as to their eligibility for recovery or as to the amount of their damages.

24 19. **Typicality:** The claims of Plaintiff are typical of the claims of the Classes because
25 Plaintiff was employed by Defendants as a non-exempt employee in California during the statute(s)
26 of limitations period applicable to each cause of action pled in the Complaint. As alleged herein,
27 Plaintiff, like the members of the Classes, was not paid separately for all nonproductive time and/or
28 rest and recovery periods, not reimbursed for all necessary business expenses, not paid all final

1 wages upon separation of employment, and not provided with accurate, compliant, itemized wage
2 statements.

3 20. **Adequacy of Representation:** Plaintiff is fully prepared to take all necessary steps
4 to represent fairly and adequately the interests of the members of the Classes. Moreover, Plaintiff's
5 attorneys are ready, willing and able to fully and adequately represent the members of the Classes
6 and Plaintiff. Plaintiff's attorneys have litigated numerous wage-and-hour class actions in state and
7 federal courts in the past and are committed to vigorously prosecuting this action on behalf of the
8 members of the Classes.

9 21. **Superiority:** The Labor Code is broadly remedial in nature and serves an important
10 public interest in establishing minimum working conditions and standards in California. These laws
11 and labor standards protect the average working employee from exploitation by employers who
12 have the responsibility to follow the laws and who may seek to take advantage of superior economic
13 and bargaining power in setting onerous terms and conditions of employment. The nature of this
14 action and the format of laws available to Plaintiff and members of the Classes make the class
15 action format a particularly efficient and appropriate procedure to redress the violations alleged
16 herein. If each employee were required to file an individual lawsuit, Defendants would necessarily
17 gain an unconscionable advantage since they would be able to exploit and overwhelm the limited
18 resources of each individual plaintiff with their vastly superior financial and legal resources.

19 22. Moreover, requiring each member of the Class(es) to pursue an individual remedy
20 would also discourage the assertion of lawful claims by employees who would be disinclined to file
21 an action against their former and/or current employer for real and justifiable fear of retaliation and
22 permanent damages to their careers at subsequent employment. The claims of the individual
23 members of the Class are not sufficiently large to warrant vigorous individual prosecution
24 considering all of the concomitant costs and expenses attending hereto.

25 23. Furthermore, the prosecution of separate actions by the individual class members,
26 even if possible, would create a substantial risk of inconsistent or varying verdicts or adjudications
27 with respect to the individual class members against Defendants herein; and which would establish
28 potentially incompatible standards of conduct for Defendants; and/or legal determinations with

1 respect to individual class members which would, as a practical matter, be dispositive of the interest
2 of the other class members not parties to adjudications or which would substantially impair or
3 impede the ability of the class members to protect their interests. As such, the Classes identified
4 hereinabove are maintainable as classes under § 382 of the Code of Civil Procedure.

5 **FIRST CAUSE OF ACTION**

6 **PIECE-RATE WAGE VIOLATIONS**

7 **(Against All Defendants)**

8 24. Plaintiff re-alleges and incorporates by reference all preceding paragraphs as though
9 fully set forth herein.

10 25. Labor Code § 226.2 applies to employees who are compensated on a piece-rate basis
11 for any work performed during a pay period and requires employers to establish compensation and
12 wage statement requirements for rest and recovery periods and “other nonproductive time” for
13 piece-rate employees.

14 26. During the relevant time period, Defendants compensated Plaintiff and other non-
15 exempt employees based on a piece rate compensation. However, Defendants failed to comply with
16 the requirements of Labor Code section 226.2. The violations include, but are not limited to, failing
17 to separately compensate non-exempt employees for rest and recovery periods and other
18 nonproductive time.

19 27. As a consequence of Defendants’ violation of Labor Code § 226.2, Plaintiff and
20 members of the Piece-Rate Class seek recovery of the balance of unpaid wages, including interest
21 thereon, statutory penalties, attorneys’ fees, and costs of suit according to Labor Code § 226.2,
22 Code of Civil Procedure § 1021.5; and Civil Code §§ 3287 and 3289.

23 **SECOND CAUSE OF ACTION**

24 **WAGE STATEMENT PENALTIES**

25 **(Against All Defendants)**

26 28. Plaintiff re-alleges and incorporates by reference all preceding paragraphs as though
27 fully set forth herein.

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1 29. Plaintiff is informed and believes, and based thereon alleges, that Defendants
2 knowingly and intentionally, as a matter of uniform policy and practice, failed to furnish Plaintiff
3 and members of the Wage Statement Class with accurate and complete, itemized wage statements
4 that included, among other requirements, all hours worked, total gross wages earned, all rates of pay
5 and corresponding number of hours worked, total net wages earned, the inclusive dates of the pay
6 period, and/or the correct name and address of the legal entity that is the employer in violation of
7 Labor Code § 226.

8 30. Defendants' failure to furnish Plaintiff and members of the Wage Statement Class
9 with accurate and complete, itemized wage statements resulted in actual injury, as said failures led
10 to, among other things, the non-payment of wages owed and deprived them of the information
11 necessary to identify the discrepancies in Defendants' reported payroll data.

12 31. As a consequence of Defendants' unlawful wage statement practices, Plaintiff and
13 members of the Wage Statement Class seek damages and/or statutory penalties, reasonable
14 attorneys' fees, and costs of suit according to California Labor Code § 226.

15 **THIRD CAUSE OF ACTION**

16 **WAITING TIME PENALTIES**

17 **(Against All Defendants)**

18 32. Plaintiff re-alleges and incorporates by reference all preceding paragraphs as though
19 fully set forth herein.

20 33. This cause of action is brought pursuant to Labor Code §§ 201-203, which require an
21 employer to pay all wages immediately at the time of separation of employment in the event the
22 employer discharges the employee or the employee provides at least 72 hours of notice of their
23 intent to quit. In the event the employee provides less than 72 hours of notice of their intent to quit,
24 said employee's wages become due and payable not later than 72 hours upon said employee's last
25 date of employment.

26 34. Plaintiff is informed and believes, and based thereon alleges, that Defendants failed
27 to timely pay Plaintiff and members of the Waiting Time Class all final wages due to them at their
28 separation from employment, including unpaid wages.

1 35. Furthermore, Plaintiff is informed and believes, and based thereon alleges, that as a
2 matter of uniform policy and practice, Defendants continue to fail to pay Plaintiff and members of
3 the Waiting Time Class all earned wages at the end of employment in a timely manner pursuant to
4 the requirements of Labor Code §§ 201-202.

5 36. Defendants' failure to pay all final wages was willful within the meaning of Labor
6 Code § 203. Defendants' willful failure to timely pay Plaintiff and the members of the Waiting
7 Time Class their earned wages upon separation from employment results in continued payment of
8 daily wages up to thirty days from the time the wages were due.

9 37. As a consequence of Defendants' unlawful practices, Plaintiff and members of the
10 Waiting Time Class seek statutory penalties, and costs of suit according to California Labor Code §
11 203.

12 **FOURTH CAUSE OF ACTION**

13 **FAILURE TO REIMBURSE NECESSARY BUSINESS EXPENSES**

14 **(Against All Defendants)**

15 38. Plaintiff re-alleges and incorporates by reference all preceding paragraphs as though
16 fully set forth herein.

17 39. At all relevant times herein, Defendants were subject to Labor Code § 2802, which
18 states that "an employer shall indemnify his or her employees for all necessary expenditures or
19 losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his
20 or obedience to the directions of the employer."

21 40. Defendants violated Labor Code § 2802 by failing to reimburse Plaintiff and
22 members of the Expense Reimbursement Class all necessary business expenses they incurred in the
23 performance of their job duties.

24 41. As a consequence of Defendants' unlawful practices, Plaintiff and members of the
25 class seek recovery of unreimbursed business expenses, including interest thereon, reasonable
26 attorneys' fees, and costs of suit pursuant to Labor Code § 2802.

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1 **FIFTH CAUSE OF ACTION**

2 **UNFAIR COMPETITION**

3 **(Against All Defendants)**

4 42. Plaintiff re-alleges and incorporates by reference all preceding paragraphs as though
5 fully set forth herein.

6 43. Defendants have engaged and continue to engage in unfair and/or unlawful business
7 practices in California in violation of Business and Professions Code § 17200, *et seq.*, by:

- 8 a. failing to pay Plaintiff and members of the Regular Rate Wage Class all wages due;
9 b. failing to reimburse all necessary business expenses to Plaintiff and members of the
10 Expense Reimbursement Class;
11 c. failing to issue accurate and itemized wage statements to Plaintiff and members of
12 the Wage Statement Class; and
13 d. failing to timely pay all final wages to Plaintiff and members of the Waiting Time
14 Penalty Class.

15 44. Defendants' utilization of these unfair and/or unlawful business practices deprived
16 Plaintiff and continues to deprive members of the Classes of compensation to which they are legally
17 entitled, constitutes unfair and/or unlawful competition, and provides an unfair advantage over
18 Defendants' competitors who have been and/or are currently employing workers and attempting to
19 do so in honest compliance with applicable wage and hour laws.

20 45. Because Plaintiff is a victim of Defendants' unfair and/or unlawful conduct alleged
21 herein, Plaintiff for himself and on behalf of the members of the Classes, seeks full restitution of
22 monies, as necessary and according to proof, to restore any and all monies withheld, acquired
23 and/or converted by Defendants pursuant to Business and Professions Code §§ 17203 and 17208.

24 46. The acts complained of herein occurred within the last four years immediately
25 preceding the filing of the Complaint in this action.

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1 **SIXTH CAUSE OF ACTION**

2 **PRIVATE ATTORNEYS GENERAL ACT**

3 **(Against All Defendants)**

4 47. Plaintiff re-alleges and incorporates by reference all preceding paragraphs as though
5 fully set forth herein.

6 48. Plaintiff, an “aggrieved employee” within the meaning of Labor Code §§ 2698, *et*
7 *seq.*, acting on behalf of himself and other aggrieved employees (collectively, “Aggrieved
8 Employees”), brings this representative action against Defendants to recover the civil penalties due
9 to Plaintiff and other Aggrieved Employees, and the State of California according to proof pursuant
10 to Labor Code §§ 558 and 2699(a) and (f) including, but not limited to: (1) \$100.00 for each initial
11 violation for each failure to pay each employee and \$200 for each subsequent violation or willful or
12 intentional violation pursuant to Labor Code §§ 210 and/or 225.5 for each failure to pay each
13 employee, plus 25% of the amount unlawfully withheld; (2) \$50.00 for each initial violation and
14 \$100 for each subsequent violation pursuant to Labor Code § 558 per employee per pay period; (3)
15 \$100 for each initial violation and \$250 for each subsequent violation pursuant to Labor Code §
16 1197.1 per employee per pay period; (4) \$250 for each initial violation and \$1,000 for each
17 subsequent violation pursuant to Labor Code § 226.3 per employee per pay period; (5) pursuant to
18 Labor Code § 256, a civil penalty in an amount not exceeding 30 days per former employee as
19 waiting time under the terms of Labor Code § 203; and/or (6) \$100 for each initial violation and
20 \$200 for each subsequent violation per employee per pay period for those violations of the Labor
21 Code for which no civil penalty is specifically provided, based on the following Labor Code
22 violations:

- 23 a. Failing to comply with piece-rate pay obligations in violation of Labor Code § 226.2;
24 b. Failing to furnish Aggrieved Employees with complete, accurate, itemized wage
25 statements in violation of Labor Code § 226;
26 c. Failing to timely pay all final wages and compensation earned by Aggrieved
27 Employees at the time of separation in violation of Labor Code §§ 201-202;

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- 1 d. Failure to reimburse Aggrieved Employees for all necessary business expenses in
2 violation of Labor Code § 2802;
- 3 e. Failing to pay Aggrieved Employees all paid sick leave wages in violation of Labor
4 Code § 246;
- 5 f. Failing to pay Aggrieved Employees all earned wages at least twice during each
6 calendar month in violation of Labor Code § 204; and
- 7 g. Failing to maintain accurate records on behalf of Aggrieved Employees in violation
8 of Labor Code §§ 1174 and 1198.
- 9 49. On or about July 9, 2025, Plaintiff notified Defendants via certified mail, and
10 notified the California Labor and Workforce Development Agency (“LWDA”) via its website, of
11 Defendants’ violations of the Labor Code and Plaintiff’s intent to bring a claim for civil penalties
12 under Labor Code §§ 2698, *et seq.* with respect to the violations of the Labor Code identified in the
13 preceding paragraph. Now that 33 days and 65 days have passed from Plaintiff notifying
14 Defendants and the LWDA of these violations, Defendants have not cured any curable violations,
15 and the LWDA has not provided notice that it intends to investigate the violations, Plaintiff has
16 exhausted administrative requirements for bringing a claim under the Private Attorneys General Act
17 with respect to these violations.
- 18 50. Plaintiff has incurred attorneys’ fees and costs, which Plaintiff is entitled to receive
19 under California Labor Code § 2699(g).

20 **PRAYER FOR RELIEF**

21 WHEREFORE, Plaintiff prays for judgment for himself and for all others on whose behalf
22 this suit is brought against Defendants, as follows:

- 23 1. For an order certifying the proposed Classes;
- 24 2. For an order appointing Plaintiff as representative of the Classes;
- 25 3. For an order appointing Counsel for Plaintiff as Counsel for the Classes;
- 26 4. Upon the First Cause of Action, for payment of wages, liquidated damages, and
27 penalties according to proof pursuant to Labor Code § 226.2;

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1 5. Upon the Second Cause of Action, for statutory penalties pursuant to Labor Code §
2 226;

3 6. Upon the Third Cause of Action, for statutory penalties pursuant to Labor Code §
4 203;

5 7. Upon the Fourth Cause of Action, for unreimbursed business expenses according to
6 proof pursuant to Labor Code § 2802;

7 8. Upon the Fifth Cause of Action, for restitution to Plaintiff and members of the
8 Classes of all money and/or property unlawfully acquired by Defendants by means of any acts or
9 practices declared by this Court to be in violation of Business and Professions Code §§ 17200, *et*
10 *seq.*;

11 9. Upon the Sixth Cause of Action, for civil penalties due to Plaintiff, other Aggrieved
12 Employees, and the State of California according to proof pursuant to Labor Code §§ 558 and
13 2699(a) and (f) including, but not limited to: (1) \$100.00 for each initial violation for each failure to
14 pay each employee and \$200 for each subsequent violation or willful or intentional violation
15 pursuant to Labor Code §§ 210 and/or 225.5 for each failure to pay each employee, plus 25% of the
16 amount unlawfully withheld; (2) \$50.00 for each initial violation and \$100 for each subsequent
17 violation pursuant to Labor Code § 558 per employee per pay period; (3) \$100.00 for each initial
18 violation and \$250.00 for each subsequent violation pursuant to Labor Code § 1197.1 per employee
19 per pay period; (4) \$250.00 for each initial violation and \$1,000.00 for each subsequent violation
20 pursuant to Labor Code § 226.3 per employee per pay period; (5) pursuant to Labor Code § 256, a
21 civil penalty in an amount not exceeding 30 days per former employee as waiting time under the
22 terms of Labor Code § 203; and/or (6) \$100.00 for each initial violation and \$200 for each
23 subsequent violation per employee per pay period for those violations of the Labor Code for which
24 no civil penalty is specifically provided;

25 10. Prejudgment interest on all due and unpaid wages pursuant to Labor Code § 218.6
26 and Civil Code §§ 3287 and 3289;

27 11. On all causes of action, for attorneys' fees and costs as provided by Labor Code §§
28 218.5, 226, 1194, 2699(g), and Code of Civil Procedure § 1021.5; and

12. For such other and further relief, the Court may deem just and proper.

DEMAND FOR JURY TRIAL

Plaintiff hereby demands a trial by jury on all claims.

DATED: September 24, 2025

JUSTICE FOR WORKERS, P.C.

By:

William J. ...

William C. Sung

Tiffany L. Luu

Joseph C. Ramli

Attorneys for Plaintiff

TRAMELLE LAMONT DRINKARD