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SUPERIOR COURT

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**SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
**FOR THE COUNTY OF SAN JOAQUIN**

RUBEN ARMENTA, on behalf of himself and  
all others similarly situated,

Plaintiff,

vs.

NATIONAL EXPRESS TRANSIT  
CORPORATION, a corporation; and DOES 1  
through 100, Inclusive,

Defendants.

Case No. STK-CV-UOE-2023-0005774

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

- (1) **FAILURE TO REIMBURSE  
BUSINESS EXPENSES (LABOR  
CODE §§ 2802, 2804);**
- (2) **MEAL PERIOD VIOLATIONS  
(LABOR CODE §§ 226.7, 512, 1198);**
- (3) **REST PERIOD VIOLATIONS  
(LABOR CODE §§ 226.7, 516, 1198)**
- (4) **WAGE STATEMENT VIOLATIONS  
(LABOR CODE § 226, *et seq.*);**
- (5) **WAITING TIME PENALTIES  
(LABOR CODE §§ 201-203);**
- (6) **UNFAIR COMPETITION (BUS. &  
PROF. CODE § 17200, *et seq.*).**
- (7) **CIVIL PENALTIES UNDER THE  
PRIVATE ATTORNEYS GENERAL  
ACT (LABOR CODE § 2698, *et seq.*)**

**DEMAND FOR JURY TRIAL  
UNLIMITED CIVIL CASE**

FILED BY FAX

1 Plaintiff Ruben Armenta (“Plaintiff”), on behalf of himself and all others similarly  
2 situated, hereby brings this First Amended Class and Representative Action Complaint against  
3 National Express Transit Corporation, a corporation; and Does 1 through 100, inclusive  
4 (collectively, “Defendants”), and on information and belief alleges as follows:

5 **JURISDICTION**

6 1. Plaintiff, on behalf of himself and all others similarly situated, bring this class  
7 action for recovery of unpaid wages and penalties under Business & Professions Code section  
8 17200, *et. seq.*; Labor Code sections 201-204, 226, 226.7, 512, 516, 558, 1198, 2802, 2804, 2698  
9 *et seq.*; and Industrial Welfare Commission Wage Order No. 9 (“Wage Order 9”), in addition to  
10 seeking declaratory relief and restitution. This class action is brought pursuant to Code of Civil  
11 Procedure section 382. This Court has jurisdiction over Defendants’ violations of the Labor Code  
12 because the amount in controversy exceeds this Court’s jurisdictional minimum.

13 **VENUE**

14 2. Venue is proper in this judicial district pursuant to Code of Civil Procedure §§  
15 395(a) and 395.5, as at least some of the acts and omissions complained of herein occurred in San  
16 Joaquin County. Defendants own, maintain offices, transact business, have an agent or agents  
17 within San Joaquin County, and/or otherwise are found within San Joaquin County, and  
18 Defendants are within the jurisdiction of this Court for purposes of service of process.

19 **PARTIES**

20 3. Plaintiff is an individual over the age of eighteen (18). At all relevant times herein,  
21 Plaintiff was, and currently is, a California resident. During the four years immediately preceding  
22 the filing of this action and within the statute of limitations periods applicable to each cause of  
23 action pled herein, Plaintiff was employed by Defendants as a non-exempt employee. Plaintiff  
24 was, and is, a victim of Defendants’ policies and/or practices complained of herein, lost money  
25 and/or property, and has been deprived of the rights guaranteed by California Labor Code §§ 201-  
26 204, 226, 226.7, 512, 516, 558, 1198, 2802, 2804, 2698 *et seq.*; California Business & Professions  
27 Code § 17200, *et seq.* (Unfair Competition), and Wage Order 9, which sets employment standards  
28 for the transportation industry.

1           4.       Plaintiff is informed and believes, and based thereon alleges, that during the four  
2 years preceding the filing of this lawsuit and continuing to the present, Defendants did (and do)  
3 business as company offering shuttle and bus transportation services, and that they employed  
4 Plaintiff and other similarly situated non-exempt employees within San Joaquin County and the  
5 state of California.

6           5.       Plaintiff does not know the true names or capacities, whether individual, partner,  
7 or corporate, of the defendants sued herein as DOES 1 through 100, and for that reason, said  
8 defendants are sued under such fictitious names, and Plaintiff will seek leave from this Court to  
9 amend this Complaint when such true names and capacities are discovered. Plaintiff is informed  
10 and believes, and thereon alleges, that each of said fictitious defendants, whether individual,  
11 partners, or corporate, were responsible in some manner for the acts and omissions alleged herein,  
12 and proximately caused Plaintiff and the Classes (as defined in Paragraph 15) to be subject to the  
13 unlawful employment practices, wrongs, injuries, and damages complained of herein.

14           6.       Plaintiff is informed and believes, and based thereon alleges, that at all times  
15 mentioned herein, Defendants were and are the employers of Plaintiff and all Class members.

16           7.       At all times herein mentioned, each of said Defendants participated in the acts  
17 herein alleged to have been done by the named Defendants; and furthermore, the Defendants, and  
18 each of them, were the agents, servants, and employees of each of the other Defendants, as well  
19 as the agents of all Defendants, and at all times herein mentioned were acting within the course  
20 and scope of said agency and employment. Defendants, and each of them, approved of, condoned,  
21 and/or otherwise ratified each of the acts or omissions alleged herein.

22           8.       At all times mentioned herein, Defendants, and each of them, were members of  
23 and engaged in a joint venture, partnership, and common enterprise, and acting within the course  
24 and scope of and in pursuance of said joint venture, partnership, and common enterprise. Further,  
25 Plaintiff alleges that all Defendants were joint employers for all purposes of Plaintiff and all Class  
26 Members (as defined in Paragraph 15).

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10. During Plaintiff's employment with Defendants, Defendants failed to reimburse Plaintiff and other non-driver, non-exempt employees for expenses they incurred in the course of their employment. Specifically, Defendants required Plaintiff and other non-driver, non-exempt employees to use their personal cell phones to download the Teams app to communicate with dispatch and other employees, and to otherwise communicate with dispatch, management, and other employees using their personal cell phones, regarding issues such as updates and arrival times of buses and shuttles that needed mechanical work performed on them. Despite requiring Plaintiff and other non-driver, non-exempt employees to use their personal cellular phones for work-related purposes, Defendants have failed to reimburse Plaintiff and other non-driver, non-exempt employees for any portion of their personal cell phone bills. As a result of the foregoing, Plaintiff and other non-driver, non-exempt employees are entitled to reimbursement pursuant to Labor Code § 2802 and *Cochran v. Schwan's Home Service, Inc.*, 228 Cal.App.4th 1137 (2014).

12. Defendants have also failed to authorize and permit rest periods to Plaintiff and other non-driver, non-exempt employees. Specifically, Defendants have failed to authorize and

1 permit a 10-minute net rest period for every 4 hours worked or major fraction thereof, as Plaintiff  
2 and other non-driver, non-exempt employees were frequently unable to take the rest periods to  
3 which they were entitled as a result of the workload imposed by Defendants, including but not  
4 limited to the deadlines and need to complete tasks within tight timeframes mentioned above. In  
5 those instances that Defendants failed to authorize and permit Plaintiff and other non-driver, non-  
6 exempt employees to take a legally compliant rest period, Defendants failed to pay the rest period  
7 premiums required by Labor Code § 226.7. Upon information and belief, during at least a portion  
8 of the putative class period, Defendants maintained no payroll code or other mechanism for  
9 paying rest period premiums when Defendants failed to authorize and permit a legally compliant  
10 rest period.

11 13. As a result of Defendants' failure to pay meal and rest period premium wages,  
12 Defendants failed to pay all wages to Plaintiff and other formerly employed non-driver, non-  
13 exempt employees at the separation of their employment.

14 14. As a further result of Defendants' failure to pay meal and rest period premium  
15 wages, Defendants maintained inaccurate payroll records, and issued inaccurate wage statements  
16 to Plaintiff and other non-driver, non-exempt employees.

### 17 **CLASS ACTION ALLEGATIONS**

18 15. Class Definitions<sup>1</sup>: Plaintiff bring this action on behalf of himself and the  
19 following Classes pursuant to Section 382 of the Code of Civil Procedure:

20 a. The Expense Reimbursement Class consists of all of Defendants' non-driver, non-  
21 exempt employees who were required to use their personal cellular phones for work-related  
22 purposes, at any time from four years prior to the filing of this action through the present.

23 b. The Meal Period Class consists of all of the Defendants' current and former non-  
24 driver, non-exempt employees in California who worked at least one shift in excess of 5.0  
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26 <sup>1</sup> A prior class action settlement in *Chauenga Hakeem v. National Express Transit, Inc., et al*,  
27 San Bernardino County Superior Court Case No. CIVDS2008459 ("*Hakeem*"), resolved claims  
28 for violations of various Labor Code sections, through August 3, 2021. Thus, for those class  
members who were Participating Class Members in *Hakeem*, the putative class period begins on  
August 4, 2021 for those claims resolved in *Hakeem*.

hours, and/or worked a shift of over 10.0 hours, during the four years immediately preceding the filing of this action through the present.

c. The Rest Period Class consists of all of the Defendants' current and former non-driver, non-exempt employees in California who worked at least one shift of 3.5 hours or more, at any time from four years immediately preceding the filing of this action through the present.

d. The Wage Statement Class consists of all members of the Meal Period Class and/or Rest Period Class who received a wage statement during the one year immediately preceding the filing of this action through the present.

e. The Waiting Time Class consists of all members of the Meal Period Class and/or Rest Period Class who are no longer employed by Defendants and whose employment with Defendants ended at any time from three years immediately preceding the filing of this action through the present.

16. **Numerosity/Ascertainability:** The members of the Classes are so numerous that joinder of all members would be unfeasible and impracticable. The membership of the Classes is unknown to Plaintiff at this time; however, it is estimated that the Classes number greater than fifty (50) individuals in each Class. The identity of such membership is readily ascertainable via Defendants' employment records.

17. **Common Questions of Law and Fact Predominate/Well Defined Community of Interest:** There are common questions of law and fact as to Plaintiff and all other similarly situated employees, which predominate over questions affecting only individual members including, without limitation to:

- i. Whether Defendants provided legally compliant meal periods to members of the Meal Period Class;
- ii. Whether Defendants authorized and permitted legally compliant rest periods to members of the Rest Period Class;
- iii. Whether Defendants furnished legally compliant wage statements to members of the Wage Statement Class pursuant to Labor Code § 226;

iv. Whether Defendants paid all wages due to members of the Waiting Time Class at the time of separation of employment; and

v. Whether Defendants properly reimbursed expenses incurred by members of the Expense Reimbursement Class.

18. **Predominance of Common Questions:** Common questions of law and fact predominate over questions that affect only individual members of the Classes. The common questions of law set forth above are numerous and substantial and stem from Defendants' policies and/or practices applicable to each individual class member, such as Defendants' meal period, rest period, expense reimbursement, wage statement, and final wage policies/practices. As such, the common questions predominate over individual questions concerning each individual class member's showing as to his or her eligibility for recovery or as to the amount of his or her damages.

19. **Typicality:** Plaintiff's claims are typical of the claims of the Classes because Plaintiff was employed by Defendants as a non-exempt employee in California during the statute(s) of limitation applicable to each cause of action pled in the Complaint in this action. As alleged herein, Plaintiff, like the members of the Classes, was subject to Defendants' meal and rest period policies/practices, was furnished with inaccurate wage statements, was deprived of all final wages upon his separation of employment from Defendants, and was not reimbursed for all expenses he incurred in carrying out his job duties for Defendants.

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

21. **Superiority:** The California Labor Code is broadly remedial in nature and serves an important public interest in establishing minimum working conditions and standards in California. These laws and labor standards protect the average working employee from

1 exploitation by employers who have the responsibility to follow the laws and who may seek to  
2 take advantage of superior economic and bargaining power in setting onerous terms and  
3 conditions of employment. The nature of this action and the format of laws available to Plaintiff  
4 and members of the Classes make the class action format a particularly efficient and appropriate  
5 procedure to redress the violations alleged herein. If each employee were required to file an  
6 individual lawsuit, Defendants would necessarily gain an unfair advantage, as they would be able  
7 to exploit and overwhelm the limited resources of each individual plaintiff with their vastly  
8 superior financial and legal resources. Moreover, requiring each member of the Classes to pursue  
9 an individual remedy would discourage the assertion of lawful claims by employees who would  
10 be disinclined to file an action against their former and/or current employer for real and justifiable  
11 fear of retaliation and permanent damages to their careers at subsequent employment. Further, the  
12 prosecution of separate actions by individual class members would create a substantial risk of  
13 inconsistent or varying verdicts or adjudications with respect to the individual class members  
14 against Defendants herein; and which would establish potentially incompatible standards of  
15 conduct for Defendants. Further, the claims of the individual members of the Classes are not  
16 sufficiently large to warrant vigorous individual prosecution considering all of the concomitant  
17 costs and expenses attending thereto. As such, the Classes identified in Paragraph 15 are  
18 maintainable under Code Civ. Proc. § 382 of the Code of Civil Procedure.

19 **FIRST CAUSE OF ACTION**

20 **FAILURE REIMBURSE BUSINESS EXPENSES**

21 **(AGAINST ALL DEFENDANTS)**

22 22. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

23 23. At all relevant times, Defendants were subject to Labor Code § 2802, which states  
24 that “an employer shall indemnify his or her employees for all necessary expenditures or losses  
25 incurred by the employee in direct consequence of the discharge of his or her duties, or of his or  
26 her obedience to the directions of the employer.”

27 24. At all relevant times, Defendants were subject to Labor Code § 2804, which states,  
28 “any contract or agreement, express or implied, made by any employee to waive the benefits of

1 this article or any part thereof, is null and void, and this article shall not deprive any employee or  
2 his personal representative of any right or remedy to which he is entitled under the laws of this  
3 State.”

4 25. Due to Defendants’ unlawful policy and practice of requiring employees to use  
5 their personal cellular phones for work purposes, and their failure to reimburse Plaintiff and  
6 members of the Expense Reimbursement Class, Defendants have violated Labor Code § 2802.

7 26. As a proximate result of Defendants’ policies and/or practices in violation of Labor  
8 Code §§ 2802 and 2804, Plaintiff and members of the Expense Reimbursement Class suffered  
9 damages in sums, which will be shown according to proof.

10 27. Plaintiff and members of the Expense Reimbursement Class are entitled to  
11 attorneys’ fees and costs of suit pursuant to Labor Code § 2802(c) for bringing this action.

12 28. Pursuant to Labor Code § 2802(b), any action brought for the reimbursement of  
13 necessary expenditures carries interest at the same rate as judgments in civil actions. Thus,  
14 Plaintiff and members of the Expense Reimbursement Class are entitled to interest, which shall  
15 accrue from the date on which they incurred the initial necessary expenditure.

16 **SECOND CAUSE OF ACTION**

17 **MEAL PERIOD VIOLATIONS**

18 **(AGAINST ALL DEFENDANTS)**

19 29. Plaintiff re-alleges and incorporate by reference all previous paragraphs.

20 30. Plaintiff is informed and believes, and based thereon alleges, that Defendants  
21 failed in their affirmative obligation to provide all their hourly non-exempt employees, including  
22 Plaintiff and members of the Meal Period Class, with all required meal periods in accordance with  
23 the mandates of the California Labor Code and Wage Order 9, for the reasons set forth in this  
24 Complaint.

25 31. As a result, Defendants owe premium compensation for meal period violations,  
26 including interest thereon, statutory penalties, and costs of suit, pursuant to Wage Order 9, Labor  
27 Code §§ 226.7 and 512, Civil Code § 3287, and Art. XV, § 1 of the California Constitution.

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1 **THIRD CAUSE OF ACTION**

2 **REST PERIOD VIOLATIONS**

3 **(AGAINST ALL DEFENDANTS)**

4 32. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

5 33. Labor Code §§ 226.7 and 516, and Wage Order 9, § 11 establish the right of  
6 employees to be authorized and permitted a rest period of at least ten (10) minutes for each four  
7 (4) hour period worked, or major fraction thereof.

8 34. As alleged herein, Defendants failed to authorize and permit Plaintiff and Rest  
9 Period Class members to take their legally entitled rest periods. Defendants also failed to  
10 compensate Plaintiff and Rest Period Class members with a rest period premium for each rest  
11 period to which they were entitled while working.

12 35. The foregoing violations create an entitlement to recovery by Plaintiff and Rest  
13 Period Class members in a civil action for the unpaid amount of rest period premiums owing,  
14 including interest thereon, statutory penalties, civil penalties, and costs of suit according to Labor  
15 Code §§ 226.7, 516, 558; Code of Civil Procedure § 1021.5; Civil Code § 3287; and Art. XV, §  
16 1 of the California Constitution.

17 **FOURTH CAUSE OF ACTION**

18 **WAGE STATEMENT VIOLATIONS**

19 **(AGAINST ALL DEFENDANTS)**

20 36. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

21 37. Plaintiff is informed and believes, and based thereon alleges, that Defendants  
22 knowingly and intentionally, as a matter of uniform policy and practice, failed to furnish Plaintiff  
23 and the Wage Statement Class with accurate and complete itemized wage statements that  
24 included, among other requirements, all meal and rest period premium wages earned.

25 38. Defendants' failure to furnish Plaintiff and members of the Wage Statement Class  
26 with complete and accurate itemized wage statements resulted in injury, as said failures led to,  
27 among other things, the non-payment of all their meal and rest period premium wages owed, and  
28 deprived them of information necessary to identify the discrepancies in Defendants' reported data.

39. Defendants' failures create an entitlement to recovery by Plaintiff and members of the Wage Statement Class in a civil action for all damages and/or penalties pursuant to Labor Code § 226, including statutory penalties, civil penalties, and reasonable attorneys' fees and costs of suit, pursuant to Labor Code §§ 226 and 226.3.

**FIFTH CAUSE OF ACTION**

**WAITING TIME PENALTIES**

**(AGAINST ALL DEFENDANTS)**

40. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

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

42. Plaintiff is informed and believes, and based thereon alleges, that Defendants failed to timely pay Plaintiff and members of the Waiting Time Class all final wages due to them at their separation from employment, including (but not limited to) unpaid meal and rest period premium wages.

43. Further, Plaintiff is informed and believes, and based thereon alleges, that as a matter of uniform policy and practice, Defendants continue to fail to pay Plaintiff and members of the Waiting Time Class all earned wages at the end of employment in a timely manner pursuant to the requirements of Labor Code §§ 201-203.

44. Defendants' failure to pay all final wages was willful within the meaning of Labor Code § 203. Defendants' willful failure to timely pay Plaintiff and the members of the Waiting Time Class their earned wages upon separation from employment results in a continued payment of daily wages up to thirty days from the time the wages were due. Plaintiff and members of the Waiting Time Class are entitled to compensation pursuant to Labor Code § 203, plus reasonable attorneys' fees and costs of suit.

1 **SIXTH CAUSE OF ACTION**

2 **UNFAIR COMPETITION**

3 **(AGAINST ALL DEFENDANTS)**

4 45. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

5 46. Defendants have engaged, and continue to engage, in unfair and/or unlawful  
6 business practices in violation of Business & Professions Code § 17200, *et seq.*, by failing to  
7 provide meal periods or pay meal period premium wages, failure to authorize and permit rest  
8 periods or pay rest period premium wages, failing to furnish accurate and complete itemized wage  
9 statements, failing to reimburse business expenses, and failing to pay all earned wages at  
10 separation of employment.

11 47. Defendants' utilization of these unfair and/or unlawful business practices has  
12 deprived Plaintiff and members of the Classes of compensation to which they are legally entitled,  
13 constitutes unfair and/or unlawful competition, and provides an unfair advantage over  
14 Defendants' competitors who have been and/or are currently employing workers and attempting  
15 to do so in honest compliance with applicable wage and hour laws.

16 48. Because Plaintiff is a victim of Defendants' unfair and/or unlawful conduct alleged  
17 herein, Plaintiff for himself, and on behalf of the members of the Classes, seeks full restitution of  
18 monies as necessary and according to proof, to restore all monies withheld, acquired, and/or  
19 converted by Defendants pursuant to Business & Professions Code §§ 17203 and 17208.

20 49. The acts complained of herein occurred within the four years immediately  
21 preceding the filing of this action.

22 50. Plaintiff was compelled to retain the services of counsel to file this court action to  
23 protect his interests and those of the Classes, to obtain restitution and injunctive relief on behalf  
24 of Defendants' current employees, and to enforce important rights affecting the public interest.  
25 Plaintiff has thereby incurred the financial burden of attorneys' fees and costs, which he is entitled  
26 to recover under Code of Civil Procedure § 1021.5.

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1 **SEVENTH CAUSE OF ACTION**

2 **PRIVATE ATTORNEYS GENERAL ACT**

3 **(AGAINST ALL DEFENDANTS)**

4 51. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

5 52. Defendants have committed several Labor Code violations against Plaintiff and  
6 other aggrieved employees. Plaintiff is an “aggrieved employee” within the meaning of Labor  
7 Code § 2698 et seq. Plaintiff, acting on behalf of himself and other aggrieved employees, brings  
8 this representative action against Defendants to recover the civil penalties due to Plaintiff, other  
9 aggrieved employees, and the State of California according to proof pursuant to Labor Code §§  
10 558 and 2699 (a) and (f) including, but not limited to: (1) \$100.00 for each initial violation for  
11 each failure to pay each employee and \$200.00 for each subsequent violation or willful or  
12 intentional violation pursuant to Labor Code § 210 for each failure to pay each employee, plus  
13 25% of the amount unlawfully withheld; (2) \$50.00 for each initial violation and \$100.00 for each  
14 subsequent violation pursuant to Labor Code § 558 per employee per pay period; (3) \$100.00 for  
15 each initial violation and \$250.00 for each subsequent violation pursuant to Labor Code § 1197.1  
16 per employee per pay period; (4) \$250.00 for each initial violation of Labor Code § 226 and  
17 \$1,000.00 for each subsequent violation, pursuant to Labor Code § 226.3, per employee per pay  
18 period; and/or (5) \$100.00 for each initial violation and \$200.00 for each subsequent violation per  
19 employee per pay period for those violations of the Labor Code for which no civil penalty is  
20 specifically provided, based on the following Labor Code violations:

- 21 a. Failing to reimburse Plaintiff and other aggrieved employees for all work-  
22 related expenses, in violation of Labor Code §§ 2802, 2804, and 1198;
- 23 b. Failing to provide all legally required meal periods and by failing to pay meal  
24 period premiums to Plaintiff and other aggrieved employees at the employees’  
25 respective regular rates of compensation for meal period violations, in  
26 violation of Labor Code §§ 226.7, 512, 516, 558, and 1198;
- 27 c. Failing to authorize and permit all legally required rest periods and failing to  
28 pay rest period premiums to Plaintiff and other aggrieved employees at the

employees' respective regular rates of compensation, in violation of Labor Code §§ 226.7, 516, 558, and 1198;

d. Failing to pay all wages owed to Plaintiff and other aggrieved former employees at their separation of employment, in violation of Labor Code §§ 201-203; and

e. Failing to furnish Plaintiff and other aggrieved employees with accurate and complete itemized wage statements, in violation Labor Code §§ 226 and 1198.

53. On or about June 6, 2023, Plaintiff notified Defendant National Express Transit Corporation, via certified mail, and the Labor and Workforce Development Agency ("LWDA") via its website, of Defendants' violations of the Labor Code and Plaintiff's intent to bring a claim for civil penalties under Labor Code § 2698 et seq. ("PAGA") with respect to the Labor Code violations identified in paragraph 52 (a)-(e) above. Now that 65 days have passed since Plaintiff notified Defendants and the LWDA of these violations, Plaintiff has exhausted his administrative requirements for bringing a claim under the PAGA with respect to these violations.

54. Based on the foregoing, Plaintiff seeks to represent himself, the State of California, and all aggrieved employees as defined by Labor Code § 2699(c), which includes all current and former non-driver, non-exempt employees who worked for Defendants in California at any time from one year prior to the submission of Plaintiff's PAGA notice to the present.

55. Plaintiff was compelled to retain the services of counsel to file this court action to protect his interests and the interests of other aggrieved employees, and to assess and collect the civil penalties owed by Defendants. Plaintiff has thereby incurred attorneys' fees and costs, which he is entitled to recover under Labor Code § 2699(g).

### **PRAYER**

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

1. For an order certifying the proposed Classes;
2. For an order appointing Plaintiff as representative of the Classes;
3. For an order appointing counsel for Plaintiff as counsel for the Classes;

1           4.    Upon the First Cause of Action, for compensatory, consequential, general, and  
2 special damages according to proof pursuant to Labor Code §§ 2802 and 2804;

3           5.    Upon the Second Cause of Action, for compensatory, consequential, general, and  
4 special damages according to proof pursuant to Labor Code §§ 226.7, 512, and 1198;

5           6.    Upon the Third Cause of Action, for compensatory, consequential, general, and  
6 special damages according to proof pursuant to Labor Code §§ 226.7, 516, and 1198;

7           7.    Upon the Fourth Cause of Action, for statutory penalties pursuant to Labor Code §  
8 226, *et seq.*;

9           8.    Upon the Fifth Cause of Action, for statutory waiting time penalties pursuant to  
10 Labor Code §§ 201-203;

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

15          10.   Upon the Seventh Cause of Action, for civil penalties due to Plaintiff, other  
16 aggrieved employees, and the State of California according to proof pursuant to Labor Code §  
17 2699, including, but not limited to: (1) \$100.00 for each initial violation for each failure to pay  
18 each employee and \$200.00 for each subsequent violation or willful or intentional violation  
19 pursuant to Labor Code § 210 for each failure to pay each employee, plus 25% of the amount  
20 unlawfully withheld; (2) \$50.00 for each initial violation and \$100 for each subsequent violation  
21 pursuant to Labor Code § 558 per employee per pay period; (3) \$100.00 for each initial violation  
22 and \$250.00 for each subsequent violation pursuant to Labor Code § 1197.1 per employee per  
23 pay period; (4) \$250.00 for each initial violation of Labor Code § 226 and \$1,000.00 for each  
24 subsequent violation, pursuant to Labor Code § 226.3 per employee per pay period; and/or (5)  
25 \$100.00 for each initial violation and \$200.00 for each subsequent violation per employee per pay  
26 period for those violations of the Labor Code for which no civil penalty is specifically provided,  
27 pursuant to Labor Code § 2699(f);

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1           11. Prejudgment interest on all due and unpaid wages and other damages pursuant to  
2 California Labor Code § 2802(b); Civil Code § 3287; and Art. XV, § 1 of the California  
3 Constitution;

4           12. On all causes of action, for attorneys' fees and costs as provided by Labor Code §§  
5 226(e), 2802(c), and 2699(g), and Code of Civil Procedure § 1021.5; and

6           13. For such other and further relief the Court may deem just and proper.

7  
8 Date: August 11, 2023

Respectfully submitted,  
ABRAMSON LABOR GROUP

9  
10 By: \_\_\_\_\_

Tuvia Korobkin  
Attorney for Plaintiff

11  
12 **DEMAND FOR JURY TRIAL**

13 Plaintiff hereby demands a jury trial with respect to all issues triable by jury.  
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15  
16 Dated: August 11, 2023

Respectfully submitted,  
ABRAMSON LABOR GROUP

17  
18 By: \_\_\_\_\_

Tuvia Korobkin  
Attorney for Plaintiff