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Attorneys for Plaintiff, LUIS ROBERT OLMOS,
on behalf of himself and all others similarly situated
and aggrieved

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

LUIS ROBERT OLMOS, an individual, and
on behalf of all others similarly situated and
aggrieved,

Plaintiff,

v.

DEPENDABLE HIGHWAY EXPRESS,
INC., a California corporation; and DOES 1
through 100, inclusive,

Defendants.

CASE NO.: 23STCV23677

[Assigned for all purposes to the Hon. David
S. Cunningham, III in Dept. 11]

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

1. FAILURE TO PAY OVERTIME WAGES;
2. FAILURE TO PAY MINIMUM WAGES;
3. FAILURE TO PROVIDE MEAL PERIODS;
4. FAILURE TO PROVIDE REST PERIODS;
5. WAITING TIME PENALTIES;
6. WAGE STATEMENT VIOLATIONS;
7. FAILURE TO TIMELY PAY WAGES;
8. FAILURE TO INDEMNIFY;
9. VIOLATION OF LABOR CODE § 227.3;
10. UNFAIR COMPETITION.
11. CIVIL PENALTIES UNDER THE PRIVATE ATTORNEYS' GENERAL ACT OF 2004 FOR VIOLATIONS OF LABOR CODE SECTIONS 210, 226.3, 558, 1174.5, 1197.1 AND 2699, *et seq.*

DEMAND FOR JURY TRIAL

[Amount in Controversy Exceeds \$25,000.00]

FILED
Superior Court of California
County of Los Angeles
07/09/2025

David W. Stryker, Executive Officer/Clerk of Court
By: R. Lozano Deputy

1 Plaintiff LUIS ROBERT OLMOS (“Plaintiff”), on behalf of Plaintiff, all others similarly
2 situated, and as an aggrieved employee, and on behalf of all other aggrieved employees under the
3 Private Attorneys’ General Act of 2004, alleges as follows:

4 **GENERAL ALLEGATIONS**

5 **INTRODUCTION**

6 1. This is a Class Action, pursuant to Code of Civil Procedure section 382, against
7 DEPENDABLE HIGHWAY EXPRESS, INC., and any of its respective subsidiaries or affiliated
8 companies within the State of California (“DEPENDABLE” and collectively with DOES 1 through
9 100, as further defined below, “Defendants”), on behalf of Plaintiff and all other current and former
10 non-exempt California employees employed by or formerly employed by Defendants (“Class
11 Members”).

12 2. This is also a representative action, pursuant to the Labor Code Private Attorneys
13 General Act of 2004, codified at Labor Code section 2698, *et seq.* (“PAGA”), against Defendants,
14 as a proxy of the Labor and Workforce Development Agency of the State of California (“LWDA”),
15 on behalf of Plaintiff and all other current and former non-exempt employees of Defendants working
16 within the Civil Penalty Period, as further defined herein, and, as it pertains to the alleged claims
17 for failure to comply with Labor Code section 2810.5, Labor Code section 203, Labor Code section
18 226, Labor Code section 227.3, Labor Code section 245, *et seq.*, Labor Code section 2802, restraints
19 on competition, whistleblowing and freedom of speech on behalf of all employees of Defendants
20 working within the Civil Penalty Period (collectively, “Aggrieved Employees”).

21 **PARTIES**

22 **A. Plaintiff**

23 3. Plaintiff LUIS ROBERT OLMOS is a resident of the State of California. At all
24 relevant times herein, Plaintiff is informed and believes, and based thereon alleges, that Defendants
25 employed Plaintiff as a non-exempt employee, with duties that included, but were not limited to,
26 driving a forklift, loading and unloading pallets, and organizing warehouse merchandise. Plaintiff
27 is informed and believes, and based thereon alleges, that Plaintiff worked for Defendants from
28 approximately April 15, 2019, through the present.

1 **B. Defendants**

2 4. Plaintiff is informed and believes and based thereon alleges that defendant
3 DEPENDABLE is, and at all times relevant hereto was, a corporation organized and existing under
4 and by virtue of the laws of the State of California and doing business in the County of Los Angeles,
5 State of California.

6 5. The true names and capacities, whether individual, corporate, associate, or otherwise,
7 of defendants sued herein as DOES 1 through 100, inclusive, are currently unknown to Plaintiff,
8 who therefore sues defendants by such fictitious names under Code of Civil Procedure section 474.
9 Plaintiff is informed and believes and based thereon alleges that each of the defendants designated
10 herein as DOE is legally responsible in some manner for the unlawful acts referred to herein.
11 Plaintiff will seek leave of court to amend this Complaint to reflect the true names and capacities of
12 the defendants designated hereinafter as DOES when such identities become known. Plaintiff is
13 informed and believes, and based thereon alleges, that each defendant acted in all respects pertinent
14 to this action, as the agent of the other defendant(s), carried out a joint scheme, business plan or
15 policy in all respects pertinent hereto, and the acts of each defendant are legally attributable to the
16 other defendants. Whenever, heretofore or hereinafter, reference is made to “Defendants,” it shall
17 include DEPENDABLE, and any of their parent, subsidiary, or affiliated companies within the State
18 of California, and DOES 1 through 100 identified herein.

19 **JOINT LIABILITY ALLEGATIONS**

20 6. Plaintiff is informed and believes and based thereon alleges that all the times
21 mentioned herein, each of the Defendants was the agent, principal, employee, employer,
22 representative, joint venture or co-conspirator of each of the other defendants, either actually or
23 ostensibly, and in doing the things alleged herein acted within the course and scope of such agency,
24 employment, joint venture, and conspiracy.

25 7. All of the acts and conduct described herein of each and every corporate defendant
26 was duly authorized, ordered, and directed by the respective and collective defendant corporate
27 employers, and the officers and management-level employees of said corporate employers. In
28 addition thereto, said corporate employers participated in the aforementioned acts and conduct of

1 their said employees, agents, and representatives, and each of them; and upon completion of the
2 aforesaid acts and conduct of said corporate employees, agents, and representatives, the defendant
3 corporation respectively and collectively ratified, accepted the benefits of, condoned, lauded,
4 acquiesced, authorized, and otherwise approved of each and all of the said acts and conduct of the
5 aforementioned corporate employees, agents and representatives.

6 8. Plaintiff is informed and believes, and based thereon allege, that there exists such a
7 unity of interest and ownership between Defendants, and each of them, that their individuality and
8 separateness have ceased to exist.

9 9. Plaintiff is informed and believes, and based thereon alleges that despite the
10 formation of the purported corporate existence of DEPENDABLE, and DOES 1 through 50,
11 inclusive (the “Alter Ego Defendants”), they, and each of them, are one and the same with DOES
12 51 through 100 (“Individual Defendants”), and each of them, due to, but not limited to, the following
13 reasons:

14 A. The Alter Ego Defendants are completely dominated and controlled by the Individual
15 Defendants who personally committed the wrongful and illegal acts and violated the
16 laws as set forth in this Complaint, and who has hidden and currently hide behind the
17 Alter Ego Defendants to perpetrate frauds, circumvent statutes, or accomplish some
18 other wrongful or inequitable purpose;

19 B. The Individual Defendants derive actual and significant monetary benefits by and
20 through the Alter Ego Defendants’ unlawful conduct, and by using the Alter Ego
21 Defendants as the funding source for the Individual Defendants’ own personal
22 expenditures;

23 C. Plaintiff is informed and believes and thereon alleges that the Individual Defendants
24 and the Alter Ego Defendants, while really one and the same, were segregated to
25 appear as though separate and distinct for purposes of perpetrating a fraud,
26 circumventing a statute, or accomplishing some other wrongful or inequitable
27 purpose;

28 D. Plaintiff is informed and believes and thereon alleges that the business affairs of the

1 Individual Defendants and the Alter Ego Defendants are, and at all relevant times
2 mentioned herein were, so mixed and intermingled that the same cannot reasonably
3 be segregated, and the same are inextricable confusion. The Alter Ego Defendants
4 are, and at all relevant times mentioned herein were, used by the Individual
5 Defendants as mere shells and conduits for the conduct of certain of their, and each
6 of their affairs. The Alter Ego Defendants are, and at all relevant times mentioned
7 herein were, the alter egos of the Individual Defendants;

8 E. The recognition of the separate existence of the Individual Defendants and the Alter
9 Ego Defendants would promote injustice insofar that it would permit defendants to
10 insulate themselves from liability to Plaintiff for violations of the Civil Code, Labor
11 Code, and other statutory violations. The corporate existence of these defendants
12 should thus be disregarded in equity and for the ends of justice because such
13 disregard is necessary to avoid fraud and injustice to Plaintiff herein;

14 F. Accordingly, the Alter Ego Defendants constitute the alter ego of the Individual
15 Defendants (and vice versa), and the fiction of their separate corporate existence
16 must be disregarded;

17 10. As a result of the aforementioned facts, Plaintiff is informed and believes, and based
18 thereon alleges that Defendants, and each of them, are joint employers.

19 **JURISDICTION**

20 11. Jurisdiction exists in the Superior Court of the State of California pursuant to Code
21 of Civil Procedure section 410.10.

22 12. Venue is proper in Los Angeles County, California pursuant to Code of Civil
23 Procedure sections 392, et seq. because, among other things, Los Angeles County is where the
24 causes of action complained of herein arose; the county in which the employment relationship
25 began; the county in which performance of the employment contract, or part of it, between Plaintiff
26 and Defendants was due to be performed; the county in which the employment contract, or part of
27 it, between Plaintiff and Defendants was actually performed; and the county in which Defendants,
28 or some of them, reside. Moreover, the unlawful acts alleged herein have a direct effect on Plaintiff

1 and Class Members in Los Angeles County, and because Defendants employ numerous Class
2 Members in Los Angeles County.

3 13. Plaintiff is an “aggrieved employee” under PAGA, as Plaintiff was employed by
4 Defendants during the applicable statutory period and suffered one or more of the Labor Code
5 violations set forth herein. Accordingly, Plaintiff seeks to recover civil penalties, as the term “civil
6 penalty” is defined under *ZB N.A. v. Superior Court* (2019) 8 Cal.5th 175, under the Labor Code
7 Private Attorneys General Act of 2004, codified at Labor Code section 2698, *et seq.* (“PAGA”) plus
8 reasonable attorneys’ fees and costs, for Plaintiff and all other aggrieved current and former
9 employees of Defendants during the Civil Penalty Period.

10 14. Specifically, Plaintiff seeks to recover PAGA civil penalties through a representative
11 action permitted by PAGA and the California Supreme Court in, among other authorities, *Arias v.*
12 *Superior Court* (2009) 46 Cal.4th 969. According to the same authorities, class certification of the
13 PAGA allegations described herein is not required.

14 15. During the period beginning one (1) year preceding the provision of notice to the
15 LWDA regarding the herein-described Labor Code violations (the “Civil Penalty Period”),
16 Defendants violated, inter alia, Labor Code sections 96, 98.6, 200, 201, 202, 203, 204, 210, 226,
17 226.3, 226.7, 227.3, 232, 232.5, 245, *et seq.*, 432, 510, 512, 558, 1102.5, 1174, 1174.5, 1194, 1197,
18 1197.1, 1197.5, 1198.5, 2699, 2802, and 2810.5, among others.

19 16. Labor Code section 2699, subdivisions (a) and (g), authorizes aggrieved employees
20 such as Plaintiff, on behalf of Plaintiff and all other aggrieved current and former employees within
21 the statutory period, to bring a civil action to recover civil penalties pursuant to the procedures
22 specified in Labor Code section 2699.3.

23 17. On or around September 29, 2023, Plaintiff provided written notice pursuant to Labor
24 Code section 2699.3 online and by certified mail, with return receipt requested, of Defendants’
25 violation of various, including the herein-described, provisions of the Labor Code, to the LWDA,
26 as well as by certified mail, with return receipt requested to Defendants, and each of them.

27 18. Pursuant to Labor Code section 2699.3, subdivision (a)(2)(A), the LWDA did not
28 provide notice of its intention to investigate Defendants’ alleged violations within sixty-five (65)

1 calendar days of the September 29, 2023 postmarked date of the herein-described notice sent by
2 Plaintiff to the LWDA and Defendants.

3 19. On or around September 29, 2023, Plaintiff filed a class action complaint alleging a
4 number of putative wage and hour claims including: failure to pay overtime and minimum wages;
5 failure to provide meal breaks, rest breaks, or compensation in lieu thereof; waiting time penalties;
6 wage statement violations; failure to timely pay wages; failure to indemnify; failure to pay interest
7 on deposits; violation of labor code section 227.3; and unfair competition (the “Class Action
8 Complaint”).

9 20. On or around December 7, 2023, Plaintiff filed a separate representative complaint in
10 Los Angeles County Superior Court, alleging a single cause of action for civil penalties pursuant to
11 PAGA for various alleged Labor Code violations specified in the PAGA Notice (the “PAGA
12 Complaint”).

13 21. The Parties have agreed to stipulate to Plaintiff’s filing a First Amended Complaint
14 alleging against Defendants the same causes of action identified above, plus a cause of action for
15 PAGA penalties. Hence, this First Amended Complaint, which will be the operative complaint in
16 the Action (the “Operative Complaint”).

17 **FACTUAL BACKGROUND**

18 22. For at least four (4) years prior to the filing of this action and continuing to the
19 present, Defendants have, at times, failed to pay overtime wages to Plaintiff and Class Members, or
20 some of them, in violation of California state wage and hour laws as a result of, without limitation,
21 Plaintiff and Class Members working over eight (8) hours per day, forty (40) hours per week, and
22 seven consecutive work days in a work week without being properly compensated for hours worked
23 in excess of (8) hours per day in a work day, forty (40) hours per week in a work week, and/or hours
24 worked on the seventh consecutive work day in a work week by, among other things, failing to
25 accurately track and/or pay for all minutes actually worked at the proper overtime rate of pay;
26 engaging, suffering, or permitting employees to work off the clock, including, without limitation,
27 by requiring Plaintiff and Class Members: to come early to work and leave late work without being
28 able to clock in for all that time, to suffer under Defendants’ control due to long lines for clocking

1 in, to complete pre-shift tasks before clocking in and post-shift tasks after clocking out, to clock out
2 for meal periods and continue working, to clock out for rest periods, to don and doff uniforms and/or
3 safety equipment off the clock, to attend company meetings off the clock, to make phone calls off
4 the clock, to drive off the clock, and/or go through security screenings and/or temperature checks
5 off the clock; failing to include all forms of remuneration, including non-discretionary bonuses,
6 incentive pay, meal allowances, mask allowances, gift cards and other forms of remuneration into
7 the regular rate of pay for the pay periods where overtime was worked and the additional
8 compensation was earned for the purpose of calculating the overtime rate of pay; detrimental
9 rounding of employee time entries, editing and/or manipulation of time entries, to the detriment of
10 Plaintiff and Class Members.

11 23. For at least four (4) years prior to the filing of this Action and continuing to the
12 present, Defendants have, at times, failed to pay minimum wages to Plaintiff and Class Members,
13 or some of them, in violation of California state wage and hour laws as a result of, among other
14 things, at times, failing to accurately track and/or pay for all hours actually worked at their regular
15 rate of pay that is above the minimum wage engaging, suffering, or permitting employees to work
16 off the clock, including, without limitation, by requiring Plaintiff and Class Members: to come early
17 to work and leave late work without being able to clock in for all that time, to suffer under
18 Defendants' control due to long lines for clocking in, to complete pre-shift tasks before clocking in
19 and post-shift tasks after clocking out, to clock out for meal periods and continue working, to clock
20 out for rest periods, to don and doff uniforms and/or safety equipment off the clock, to attend
21 company meetings off the clock, to make phone calls off the clock; to drive off the clock; detrimental
22 rounding of employee time entries; editing and/or manipulation of time entries to show less hours
23 than actually worked; failing to pay split shift premiums; and failing to pay reporting time pay, to
24 the detriment of Plaintiff and Class Members.

25 24. For at least four (4) years prior to the filing of this Action and continuing to the
26 present, Defendants have, at times, failed to provide Plaintiff and Class Members, or some of them,
27 full, timely thirty (30) minute uninterrupted meal periods for days on which they worked more than
28 five (5) hours in a work day and a second thirty (30) minute uninterrupted meal period for days on

1 which they worked in excess of ten (10) hours in a work day, and failing to provide compensation
2 for such unprovided meal periods as required by California wage and hour laws.

3 25. For at least four (4) years prior to the filing of this action and continuing to the
4 present, Defendants have, at times, failed to authorize and permit Plaintiff and Class Members, or
5 some of them, to take rest periods of at least ten (10) minutes per four (4) hours worked or major
6 fraction thereof and failed to provide compensation for such unprovided rest periods as required by
7 California wage and hour laws.

8 26. For at least three (3) years prior to the filing of this action and continuing to the
9 present, Defendants have, at times, failed to pay Plaintiff and Class Members, or some of them, the
10 full amount of their wages owed to them upon termination and/or resignation as required by Labor
11 Code sections 201 and 202, including for, without limitation, failing to pay overtime wages,
12 minimum wages and premium wages.

13 27. For at least one (1) year prior to the filing of this Action and continuing to the present,
14 Defendants have, at times, failed to furnish Plaintiff and Class Members, or some of them, with
15 itemized wage statements that accurately reflect gross wages earned; total hours worked; net wages
16 earned; all applicable hourly rates in effect during the pay period and the corresponding number of
17 hours worked at each hourly rate; and other such information as required by Labor Code section
18 226, subdivision (a). As a result thereof, Defendants have further failed to furnish employees with
19 an accurate calculation of gross and gross wages earned, as well as gross and net wages paid.

20 28. For at least one (1) year prior to the filing of this action and continuing to the present,
21 Defendants have, at times, failed to pay Plaintiff and Class Members, or some of them, the full
22 amount of their wages for labor performed in a timely fashion as required under Labor Code section
23 204.

24 29. For at least three (3) years prior to the filing of this action and continuing to the
25 present, Defendants have, at times, failed to indemnify Class Members, or some of them, for the
26 costs incurred in purchasing and/or providing unreturned deposits for mandatory work uniforms;
27 laundering mandatory work uniforms; and purchasing tools necessary to perform work duties.

28 30. For at least three (3) years prior to the filing of the action and continuing to the

1 present, Defendants have, at times, failed to return interest on deposits made by Plaintiff and Class
2 Members, or some of them, for uniforms.

3 31. For at least four (4) years prior to the filing of this action and continuing to the
4 present, Defendants have had a consistent policy of failing to provide Plaintiff and similarly situated
5 employees or former employees within the State of California with compensation at their final rate
6 of pay for unused vested paid vacation days pursuant to Labor Code section 227.3.

7 32. For at least four (4) years prior to the filing of this action and continuing to the
8 present, Defendants have had a consistent policy of failing to provide Plaintiff and similarly situated
9 employees or former employees within the State of California with the rights provided to them under
10 the Healthy Workplace Healthy Families Act of 2014, codified at Labor Code section 245, *et seq.*

11 33. At all relevant times mentioned herein, Defendants had and have a policy or practice
12 of failing to pay overtime wages to Plaintiff and other Aggrieved Employees in the State of
13 California in violation of California state wage and hour laws as a result of, without limitation,
14 Plaintiff and other Aggrieved Employees working over eight (8) hours per day, forty (40) hours per
15 week, and/or seven (7) straight workdays in a workweek without paying them proper overtime
16 wages, as a result of, without limitation, failing to accurately track and/or pay for all minutes actually
17 worked; engaging, suffering, or permitting employees to work off the clock, including, without
18 limitation, by requiring employees: to come early to work and leave late work without being able to
19 clock in for all that time, to suffer under Defendant's control due to long lines for clocking in, to
20 complete pre-shift tasks before clocking in and post-shift tasks after clocking out, to clock out for
21 meal periods and continue working, to clock out for rest periods, to don and doff uniforms and/or
22 safety equipment off the clock, to attend company meetings off the clock, to make phone calls or
23 drive off the clock, and/or go through security screenings and/or temperature checks off the clock;
24 failing to include all forms of remuneration, including non-discretionary bonuses, incentive pay,
25 meal allowances, mask allowances, gift cards and other forms of remuneration into the regular rate
26 of pay for the pay periods where overtime was worked and the additional compensation was earned
27 for the purpose of calculating the overtime rate of pay; detrimental rounding of employee time
28 entries, editing and/or manipulation of time entries to show less hours than actually worked, and for

1 paying straight pay instead of overtime pay to the detriment of Employee and other aggrieved
2 employees. At all relevant times mentioned herein, Defendants had and have a practice or policy of
3 failing to compensate Plaintiff and other Aggrieved Employees with minimum wages for all hours
4 worked or otherwise under Defendants' control as a result of, without limitation, failing to
5 accurately track and/or pay for all minutes actually worked; by requiring employees: to come early
6 to work and leave late work without being able to clock in for all that time, to suffer under
7 Defendant's control due to long lines for clocking in, to complete pre-shift tasks before clocking in
8 and post-shift tasks after clocking out, to clock out for meal periods and continue working, to clock
9 out for rest periods, to don and doff uniforms and/or safety equipment off the clock, to attend
10 company meetings off the clock, to make phone calls or drive off the clock; detrimental rounding
11 of employee time entries; editing and/or manipulation of time entries to show less hours than
12 actually worked; and failing to pay split shift premiums to the detriment of Plaintiff and other
13 Aggrieved Employees.

14 34. At all relevant times mentioned herein, Defendants had and have a policy or practice
15 of failing to provide Plaintiff and other Aggrieved Employees a thirty (30) minute uninterrupted,
16 timely, and complete meal period for days on which the employee worked in excess of five (5) and
17 ten (10) hours per day without being afforded uninterrupted, timely, and complete 30-minute meal
18 periods or compensation in lieu thereof including, without limitation, by interrupting meal periods;
19 not providing timely meal periods; failing to provide first and second meal periods; providing short
20 meal periods; requiring that employees carry cellular telephones or walkie-talkies during meal
21 periods; not permitting employees to leave the premises; otherwise requiring on-duty/on-call meal
22 periods; and auto-deducting meal periods that could not be auto-deducted by law or during which
23 employees worked as required by California wage and hour laws.

24 35. At all relevant times mentioned herein, Defendants had and have a policy or practice
25 of failing to provide Plaintiff and other Aggrieved Employees paid, uninterrupted, timely, and
26 complete rest periods of at least ten (10) minutes per four (4) hours worked or major fractions
27 thereof, or compensation in lieu thereof, including, without limitation, by failing to provide rest
28 periods all together; requiring that they be bundled together and/or with meal periods; interrupting

1 them; requiring that employees carry cellular telephones or walkie-talkies during rest periods not
2 providing them in a timely fashion; and not permitting employees to leave the premises; and
3 otherwise requiring on-duty/on-call rest periods. As such, Employee is informed and believes, and
4 based thereon alleges, that Employee and other aggrieved employees are entitled to relief under,
5 without limitation, Labor Code section 226.7. However, Employee is informed and believes that
6 those premium payments under Labor Code section 226.7 were not made, either, for these non-
7 compliant rest periods, either at all or at the proper regular rate of pay. Defendant would thus be
8 liable for civil penalties pursuant to Labor Code sections 558 and 2699 for both failing to authorize
9 the taking of compliant rest periods, as required by California wage and hour laws.

10 36. At all relevant times mentioned herein, Defendants had and have a policy or practice
11 of failing to comply with Labor Code section 226, subdivision (a) by intentionally failing to furnish
12 Plaintiff and other Aggrieved Employees with itemized wage statements that accurately reflect gross
13 wages earned; total hours worked by the employee; net wages earned; all deductions; all applicable
14 hourly rates in effect during the pay period and the corresponding number of hours worked at each
15 hourly rate by the employee; the legal name of the employer and/or the name and address of the
16 legal entity securing the employer's services if the employer is a farm labor contractor; and other
17 such information as required by Labor Code section 226, subdivision (a).

18 37. At all relevant times mentioned herein, Defendants had and have a policy or practice
19 of failing to comply with Labor Code section 226, subdivision (a) by intentionally failing to furnish
20 Plaintiff and other Aggrieved Employees with documents signed to obtain or hold employment
21 under Labor Code section 432, personnel records under Labor Code section 1198.5, and time records
22 under Labor Code section 1174, making it difficult for Plaintiff and other Aggrieved Employees to
23 calculate their unpaid wages and/or premium payments, to the detriment of Plaintiff and other
24 Aggrieved Employees.

25 38. At all relevant times mentioned herein, Defendants had and have a policy or practice
26 of failing to timely pay Plaintiff and other Aggrieved Employees, among other wages, all wages
27 owed as a result of Defendants' practice or policy of failing to pay, among other wages, overtime
28 wages, minimum wages, premium wages, paid time off and vacation time owed as required by Labor

1 Code sections 201, 202, and 203.

2 39. At all relevant times herein, Defendants had and have a policy or practice of failing
3 to pay Plaintiff and Aggrieved Employees their paid time off and vacation time owed upon
4 separation of employment as wages at their final rate of pay in violation of Labor Code section 227.3
5 and applicable Wage Orders.

6 40. At all relevant times mentioned herein, Defendants have had a policy or practice of
7 failing and refusing, and continue to fail and refuse, to reimburse employees, including, without
8 limitation, Employee and other aggrieved employees, with their costs incurred for driving personal
9 vehicles (i.e., mileage and gas), purchasing uniforms, providing uniform and other deposits,
10 separately laundering mandatory uniforms, for the purchase of tools and safety equipment, and for
11 the purchase and maintenance of cellular phones and cellular phone plans, in direct consequence of
12 the discharge of their duties, or of their obedience to the directions of Defendant, as required by
13 Labor Code section 2802.

14 41. At all relevant times mentioned herein, Defendants have had a policy or practice of
15 failing to comply with the notice requirements of Labor Code section 2810.5 (i.e., the Wage Theft
16 Protection Act of 2011) by, among other things, failing to provide Plaintiff and other Aggrieved
17 Employees with the rates of pay and overtime rates of pay applicable to their employment;
18 allowances claimed as part of the minimum wage; the regular payday designated by Defendants; the
19 name, address, and telephone number of the workers' compensation insurance carrier; information
20 regarding paid sick leave; and other pertinent information required to be disclosed by Defendants
21 under Labor Code section 2810.5.

22 42. At all relevant times mentioned herein, Defendants failed to provide Plaintiff and
23 other Aggrieved Employees with the amount of paid sick leave required to be provided pursuant to
24 California law (including, without limitation Labor Code section 245, *et seq.*), and also did not
25 permit its use upon request as contemplated under California laws, to the detriment of Plaintiff and
26 all other Aggrieved Employees.

27 43. At all relevant times mentioned herein, Defendants have had a policy or practice of
28 failing to pay Plaintiff and Aggrieved Employees their wages in accordance with Labor Code

1 Section 204, which requires that: “[l]abor performed between the 1st and 15th days, inclusive, of
2 any calendar month shall be paid for between the 16th and 26th day of the month during which the
3 labor was performed, and labor performed between the 16th and the last day, inclusive of any
4 calendar month, shall be paid for between the 1st and 10th day of the following month.”

5 44. At all relevant times mentioned herein, Defendants had and have a policy or practice
6 of preventing Plaintiff and/or Aggrieved Employees from using or disclosing the skills, knowledge
7 and experience they obtained at Defendants for purposes of competing with Defendants, including,
8 without limitation, preventing Employees from disclosing their wages in negotiating a new job with
9 a prospective employer, and from disclosing who else works at Defendants and under what
10 circumstances that they might be receptive to an offer from a rival employer. Plaintiff is informed
11 and believes that this policy and/or practice violates Business and Professions Code sections 17200,
12 16600 and 16700, and, by virtue thereof, various provisions of the Labor Code, including Labor
13 Code sections 232, 232.5, and 1197.5, subdivision (k).

14 45. Defendants had and have a policy or practice of preventing Plaintiff and/or other
15 Aggrieved Employees from disclosing violations of state and federal law, either within Defendants
16 to their managers or outside to private attorneys or government officials, among others, in violation
17 of Business and Professions Code section 17200, and, thus, in violation of Labor Code section
18 1102.5. In addition, Plaintiff is informed and believes that Defendants’ herein-described policies
19 and/or practices prevent Plaintiff and/or other Aggrieved Employees from disclosing information
20 about unsafe or discriminatory working conditions, or about wage and hour violations in violation
21 of Labor Code section 232 and 232.5.

22 46. Defendants had and have a policy or practice of preventing Plaintiff and/or other
23 Aggrieved Employees from engaging in lawful conduct during non-work hours, thus violating state
24 statutes entitling employees to disclose wages, working conditions, and illegal conduct, including,
25 without limitation, Labor Code sections 96, subdivision (k), 98.6, 232, 232.5, and 1197.5,
26 subdivision (k). Plaintiff is informed and believes that this lawful conduct includes the exercise of
27 Plaintiff’s and/or other Aggrieved Employee’s constitutional rights of freedom of speech and
28 economic liberty.

47. Plaintiff, on his own behalf and on behalf of Class Members, brings this action pursuant to, including but not limited to, Labor Code sections 200, 201, 202, 203, 226, 226.7, 245, *et seq.*, 510, 512, 1194, 1194.2, 1197, and California Code of Regulations, Title 8, section 11040, seeking overtime wages, minimum wages, payment of premium wages for missed meal and rest periods, failure to pay timely wages, waiting time penalties, wage statement penalties, other such provisions of California law, and reasonable attorneys' fees and costs.

48. Plaintiff, on Plaintiff's own behalf and on behalf of Class Members, pursuant to Business and Professions Code sections 17200 through 17208, also seeks (an) injunction(s) prohibiting Defendants from further violating the Labor Code and requiring the establishment of appropriate and effective means to prevent further violations, as well as all monies owed but withheld and retained by Defendants to which Plaintiff and Class Members are entitled, as well as restitution of amounts owed.

49. Plaintiff, in Plaintiff's representative capacity, seeks civil penalties under Labor Code sections 210, 226.3, 558, 1174.5, 1197.1, and 2699 for the herein-described acts, which violate the California Labor Code as described above, including on behalf of Plaintiff and other Aggrieved Employees pursuant to PAGA.

CLASS ACTION ALLEGATIONS

50. Plaintiff brings this action on behalf of Plaintiff and Class Members as a class action pursuant to Code of Civil Procedure section 382. Plaintiff seeks to represent a class of all current and former non-exempt employees of Defendants within the State of California at any time commencing four (4) years preceding the filing of Plaintiff's complaint up until the time that notice of the class action is provided to the class (collectively referred to as "Class Members").

51. Plaintiff reserves the right under California Rule of Court rule 3.765, subdivision (b) to amend or modify the class description with greater specificity, further divide the defined class into subclasses, and to further specify or limit the issues for which certification is sought.

52. This action has been brought and may properly be maintained as a class action under the provisions of Code of Civil Procedure section 382 because there is a well-defined community of interest in the litigation and the proposed Class is easily ascertainable.

1 **A. Numerosity**

2 53. The potential Class Members as defined are so numerous that joinder of all the
3 members of the Class is impracticable. While the precise number of Class Members has not been
4 determined yet, Plaintiff is informed and believes that there are over seventy-five (75) Class
5 Members employed by Defendants within the State of California.

6 54. Accounting for employee turnover during the relevant periods necessarily increases
7 this number. Plaintiff alleges Defendants' employment records would provide information as to the
8 number and location of all Class Members. Joinder of all members of the proposed Class is not
9 practicable.

10 **B. Commonality**

11 55. There are questions of law and fact common to Class Members. These common
12 questions include, but are not limited to:

- 13 A. Did Defendants violate Labor Code sections 510 and 1194 by failing to pay all hours
14 worked at a proper overtime rate of pay?
- 15 B. Did Defendants violate Labor Code sections 510, 1194 and 1197 by failing to pay
16 for all other time worked at the employee's regular rate of pay and a rate of pay that
17 is greater than the applicable minimum wage?
- 18 C. Did Defendants violate Labor Code section 512 by not authorizing or permitting
19 Class Members to take compliant meal periods?
- 20 D. Did Defendants violate Labor Code section 226.7 by not providing Class Members
21 with additional wages for missed or interrupted meal periods?
- 22 E. Did Defendants violate applicable Wage Orders by not authorizing or permitting
23 Class Members to take compliant rest periods?
- 24 F. Did Defendants violate Labor Code section 226.7 by not providing Class Members
25 with additional wages for missed rest periods?
- 26 G. Did Defendants violate Labor Code sections 201 and 202 by failing to pay Class
27 Members upon termination or resignation all wages earned?
- 28 H. Are Defendants liable to Class Members for waiting time penalties under Labor Code

1 section 203?

2 I. Did Defendants violate Labor Code section 226, subdivision (a) by not furnishing
3 Class Members with accurate wage statements?

4 J. Did Defendants fail to pay Class Members in a timely fashion as required under
5 Labor Code section 204?

6 K. Did Defendants fail to indemnify Class Members for all necessary expenditures or
7 losses incurred in direct consequence of the discharge of their duties or by obedience
8 to the directions of Defendants as required under Labor Code section 2802?

9 L. Did Defendants violate Labor Code section 227.3 by not providing Class Members
10 with compensation at their final rate of pay for vested paid vacation time?

11 M. Did Defendants violate the Unfair Competition Law, Business and Professions Code
12 section 17200, *et seq.*, by their unlawful practices as alleged herein?

13 N. Are Class Members entitled to restitution of wages under Business and Professions
14 Code section 17203?

15 O. Are Class Members entitled to costs and attorneys' fees?

16 P. Are Class Members entitled to interest?

17 **C. Typicality**

18 56. The claims of Plaintiff herein alleged are typical of those claims which could be
19 alleged by any Class Members, and the relief sought is typical of the relief which would be sought
20 by each Class Member in separate actions. Plaintiff and Class Members sustained injuries and
21 damages arising out of and caused by Defendants' common course of conduct in violation of laws
22 and regulations that have the force and effect of law and statutes as alleged herein.

23 **D. Adequacy of Representation**

24 57. Plaintiff will fairly and adequately represent and protect the interest of Class
25 Members. Counsel who represents Plaintiff is competent and experienced in litigating wage and
26 hour class actions.

27 **E. Superiority of Class Action**

28 58. A class action is superior to other available means for the fair and efficient

1 adjudication of this controversy. Individual joinder of all Class Members is not practicable, and
2 questions of law and fact common to Class Members predominate over any questions affecting only
3 individual Class Members. Class Members, as further described therein, have been damaged and
4 are entitled to recovery by reason of Defendants' policies and/or practices that have resulted in the
5 violation of the Labor Code at times, as set out herein.

6 59. Class action treatment will allow Class Members to litigate their claims in a manner
7 that is most efficient and economical for the parties and the judicial system. Plaintiff is unaware of
8 any difficulties that are likely to be encountered in the management of this action that would
9 preclude its maintenance as a class action.

10 **FIRST CAUSE OF ACTION**

11 **(Failure to Pay Overtime Wages – Against All Defendants)**

12 60. Plaintiff realleges and incorporates by reference all of the allegations contained in
13 the preceding paragraphs as though fully set forth hereat.

14 61. At all relevant times, Plaintiff and Class Members were employees or former
15 employees of Defendants covered by Labor Code sections 510, 1194 and 1199, as well as applicable
16 Wage Orders.

17 62. At all times relevant to this Complaint, Labor Code section 510 was in effect and
18 provided: "(a) Eight hours of labor constitutes a day's work. Any work in excess of eight hours in
19 one workday and any work in excess of forty hours in any one workweek . . . shall be compensated
20 at the rate of no less than one and one-half times the regular rate of pay for an employee."

21 63. At all times relevant to this Complaint, Labor Code section 510 further provided that
22 "[a]ny work in excess of 12 hours in one day shall be compensated at the rate of no less than twice
23 the regular rate of pay for an employee. In addition, any work in excess of eight hours on any
24 seventh day of a workweek shall be compensated at the rate of no less than twice the regular rate of
25 pay."

26 64. For at least four (4) years prior to the filing of the Complaint in this Action through
27 the present, Plaintiff and Class Members, at times, worked for Defendants during shifts that
28 consisted of more than eight (8) hours in a workday and/or more than forty hours in a workweek,

1 and/or seven (7) consecutive workdays in a workweek, without being paid overtime wages for all
2 hours worked as a result of, including but not limited to failing to accurately track and/or pay for all
3 minutes actually worked at the proper overtime rate of pay; engaging, suffering, or permitting
4 employees to work off the clock, including, without limitation, by requiring Plaintiff and Class
5 Members: to come early to work and leave late work without being able to clock in for all that time,
6 to suffer under Defendants' control due to long lines for clocking in, to complete pre-shift tasks
7 before clocking in and post-shift tasks after clocking out, to clock out for meal periods and continue
8 working, to clock out for rest periods, to don and doff uniforms and/or safety equipment off the
9 clock, to attend company meetings off the clock, to make phone calls off the clock, to drive off the
10 clock, and/or go through security screenings and/or temperature checks off the clock; failing to
11 include all forms of remuneration, including non-discretionary bonuses, incentive pay, meal
12 allowances, mask allowances, gift cards and other forms of remuneration into the regular rate of pay
13 for the pay periods where overtime was worked and the additional compensation was earned for the
14 purpose of calculating the overtime rate of pay; detrimental rounding of employee time entries,
15 editing and/or manipulation of time entries, to the detriment of Plaintiff and Class Members.

16 65. Accordingly, by requiring Plaintiff and Class Members to, at times, work greater
17 than eight (8) hours per workday, forty (40) hours per workweek, and/or seven (7) straight workdays
18 without properly compensating overtime wages at the proper overtime rate of pay, Defendants, on
19 occasion, willfully violated the provisions of the Labor Code, among others, sections 510, 1194, and
20 applicable IWC Wage Orders, and California law.

21 66. As a result of the unlawful acts of Defendants, Plaintiff and Class Members have
22 been deprived of overtime wages in amounts to be determined at trial, and are entitled to recovery,
23 plus interest and penalties thereon, attorneys' fees and costs, pursuant to Labor Code section 1194
24 and 1199, Code of Civil Procedure section 1021.5 and 1032, and Civil Code section 3287.

25 **SECOND CAUSE OF ACTION**

26 **(Failure to Pay Minimum Wages – Against All Defendants)**

27 67. Plaintiff realleges and incorporates by reference all of the allegations contained in
28 the preceding paragraphs as though fully set forth hereat.

68. At all relevant times, Plaintiff and Class Members were employees or former employees of Defendants covered by Labor Code sections 1197, 1199 and applicable Wage Orders.

69. Pursuant to Labor Code section 1197 and applicable Wage Orders, Plaintiff and Class Members were entitled to receive minimum wages for all hours worked or otherwise under Defendants' control.

70. For four (4) years prior to the filing of the Complaint in this Action through the present, Defendants failed, at times, to accurately track and/or pay for all hours actually worked at Plaintiff's and Class Members' regular rate of pay that is above the minimum wage engaging, suffering, or permitting employees to work off the clock, including, without limitation, by requiring Plaintiff and Class Members: to come early to work and leave late work without being able to clock in for all that time, to suffer under Defendants' control due to long lines for clocking in, to complete pre-shift tasks before clocking in and post-shift tasks after clocking out, to clock out for meal periods and continue working, to clock out for rest periods, to don and doff uniforms and/or safety equipment off the clock, to attend company meetings off the clock, to make phone calls off the clock; to drive off the clock; detrimental rounding of employee time entries; editing and/or manipulation of time entries to show less hours than actually worked; failing to pay split shift premiums; and failing to pay reporting time pay, to the detriment of Plaintiff and Class Members.

71. As a result of Defendants' unlawful conduct, Plaintiff and Class Members have suffered damages in an amount, subject to proof, to the extent they were not paid minimum wages for all hours worked or otherwise due.

72. Pursuant to Labor Code sections 218.6, 1194, 1194.2, Code of Civil Procedure sections 1021.5 and 1032, and Civil Code section 3287, Plaintiff and Class Members are entitled to recover the full amount of unpaid minimum wages, interest and penalties thereon, liquidated damages, reasonable attorneys' fees and costs of suit.

THIRD CAUSE OF ACTION

(Failure to Provide Meal Periods – Against All Defendants)

73. Plaintiff realleges and incorporates by reference all of the allegations contained in the preceding paragraphs as though fully set forth hereat.

1 74. At all relevant times, Plaintiff and Class Members were employees or former
2 employees of Defendants covered by Labor Code section 512 and applicable Wage Orders.

3 75. Pursuant to Labor Code section 512 and applicable Wage Orders, no employer shall
4 employ an employee for a work period of more than five (5) hours without a timely meal break of
5 not less than thirty (30) minutes in which the employee is relieved of all of his or her duties.
6 Furthermore, no employer shall employ an employee for a work period of more than ten (10) hours
7 per day without providing the employee with a second timely meal period of not less than thirty (30)
8 minutes in which the employee is relieved of all of his or her duties.

9 76. Pursuant to Labor Code section 226.7, if an employer fails to provide an employee
10 with a meal period as provided in the applicable Wage Order of the Industrial Welfare Commission,
11 the employer shall pay the employee one (1) additional hour of pay at the employee's regular rate
12 of compensation for each workday that the meal period is not provided.

13 77. For four (4) years prior to the filing of the Complaint in this Action through the
14 present, Plaintiff and Class Members were, at times, not provided complete, timely 30-minute, duty-
15 free uninterrupted meal periods every five hours of work without waiving the right to take them, as
16 permitted. Moreover, at times, Defendants failed to provide one (1) additional hour of pay at the
17 Class Member's regular rate of compensation on the occasions that Class Members were not
18 provided compliant meal periods.

19 78. By their failure to provide Plaintiff and Class Members compliant meal periods as
20 contemplated by Labor Code section 512, among other California authorities, and failing, at times,
21 to provide compensation for such unprovided meal periods, as alleged above, Defendants willfully
22 violated the provisions of Labor Code section 512 and applicable Wage Orders.

23 79. As a result of Defendants' unlawful conduct, Plaintiff and Class Members have
24 suffered damages in an amount, subject to proof, to the extent they were not paid additional pay
25 owed for missed, untimely, interrupted, incomplete and/or on-duty meal periods.

26 80. Plaintiff and Class Members are entitled to recover the full amount of their unpaid
27 additional pay for unprovided compliant meal periods, in amounts to be determined at trial, plus
28 interest and penalties thereon, attorneys' fees, and costs, under Labor Code sections 226 and 226.7,

1 Code of Civil Procedure sections 1021.5 and 1032, and Civil Code section 3287.

2 **FOURTH CAUSE OF ACTION**

3 **(Failure to Provide Rest Periods – Against All Defendants)**

4 81. Plaintiff realleges and incorporates by reference all of the allegations contained in
5 the preceding paragraphs as though fully set forth hereat.

6 82. At all relevant times, Plaintiff and Class Members were employees or former
7 employees of Defendants covered by applicable Wage Orders.

8 83. California law and applicable Wage Orders require that employers “authorize and
9 permit” employees to take ten (10) minute rest periods in about the middle of each four (4) hour
10 work period “or major fraction thereof.” Accordingly, employees who work shifts of three and-a-
11 half (3 ½) to six (6) hours must be provided ten (10) minutes of paid rest period, employees who
12 work shifts of more than six (6) and up to ten (10) hours must be provided with twenty (20) minutes
13 of paid rest period, and employees who work shifts of more than ten (10) hours must be provided
14 thirty (30) minutes of paid rest period.

15 84. Pursuant to Labor Code section 226.7, if an employer fails to provide an employee
16 with a meal period or rest period as provided in the applicable Wage Order of the Industrial Welfare
17 Commission, the employer shall pay the employee one (1) additional hour of pay at the employee’s
18 regular rate of compensation for each work day that the rest period is not provided.

19 85. For four (4) years prior to the filing of the Complaint in this Action through the
20 present, Plaintiff and Class Members were, at times, not authorized or permitted to take complete,
21 timely 10-minute, duty-free uninterrupted rest periods every four (4) hours of work or major fraction
22 thereof. Moreover, at times, Defendants failed to provide one (1) additional hour of pay at the Class
23 Member’s regular rate of compensation on the occasions that Class Members were not authorized
24 or permitted to take compliant rest periods.

25 86. By their failure, at times, to authorize and permit Plaintiff and Class Members to take
26 rest periods contemplated by California law, and one (1) additional hour of pay at the employee’s
27 regular rate of compensation for such unprovided rest periods, as alleged above, Defendants
28 willfully violated the provisions of Labor Code section 226.7 and applicable Wage Orders.

87. As a result of Defendants' unlawful conduct, Plaintiff and Class Members have suffered damages in an amount, subject to proof, to the extent they were not paid additional pay owed for rest periods that they were not authorized or permitted to take.

88. Plaintiff and Class Members are entitled to recover the full amount of their unpaid additional pay for unprovided compliant rest periods, in amounts to be determined at trial, plus interest and penalties thereon, attorneys' fees, and costs, under Labor Code sections 226 and 226.7, Code of Civil Procedure sections 1021.5 and 1032, and Civil Code section 3287.

FIFTH CAUSE OF ACTION

(Failure to Pay All Wages Due Upon Termination – Against All Defendants)

89. Plaintiff realleges and incorporates by reference all of the allegations contained in the preceding paragraphs as though fully set forth hereat.

90. At all relevant times, Plaintiff and Class Members were employees or former employees of Defendants covered by Labor Code sections 201, 202 and 203, as well as applicable Wage Orders.

91. Pursuant to Labor Code sections 201 and 202, Plaintiff and Class Members were entitled upon termination to timely payment of all wages earned and unpaid prior to termination. Discharged Class Members were entitled to payment of all wages earned and unpaid prior to discharge immediately upon termination. Class Members who resigned were entitled to payment of all wages earned and unpaid prior to resignation within 72 hours after giving notice of resignation or, if they gave 72 hours previous notice, they were entitled to payment of all wages earned and unpaid at the time of resignation.

92. Plaintiff is informed and believes, and based thereon alleges, that in the three (3) years before the filing of the Complaint in this Action through the present, Defendants, due to the failure, at times, to provide overtime wages mentioned above, failed to pay Plaintiff and Class Members all wages earned prior to resignation or termination in accordance with Labor Code sections 201 or 202.

93. Plaintiff is informed and believes Defendants' failure, at times, to pay Plaintiff and Class Members all wages earned prior to termination or resignation in accordance with Labor Code

1 sections 201 and 202 was willful. Defendants had the ability to pay all wages earned by Plaintiff
2 and Class Members at the time of termination in accordance with Labor Code sections 201 and 202,
3 but intentionally adopted policies or practices incompatible with the requirements of Labor Code
4 sections 201 and 202 resulting in the failure, at times, to pay all wages earned prior to termination
5 or resignation.

6 94. Pursuant to Labor Code section 203, Plaintiff and Class Members are entitled to
7 waiting time penalties from the date their earned and unpaid wages were due, upon termination or
8 resignation, until paid, up to a maximum of thirty (30) days.

9 95. As a result of Defendants' unlawful conduct, Plaintiff and Class Members have
10 suffered damages in an amount subject to proof, to the extent they were not paid for all wages earned
11 prior to termination or resignation.

12 96. Pursuant to Labor Code section 203 and 218.6, Code of Civil Procedure sections
13 1021.5 and 1032, and Civil Code section 3287, Plaintiff and Class Members are entitled to recover
14 waiting time penalties, interest, and their costs of suit, as well.

15 **SIXTH CAUSE OF ACTION**

16 **(Failure to Provide Accurate Wage Statements – Against All Defendants)**

17 97. Plaintiff realleges and incorporates by reference all of the allegations contained in
18 the preceding paragraphs as though fully set forth hereat.

19 98. At all relevant times, Plaintiff and Class Members were employees or former
20 employees of Defendants covered by Labor Code section 226, as well as applicable Wage Orders.

21 99. Pursuant to Labor Code section 226, subdivision (a), Plaintiff and Class Members
22 were entitled to receive, semi-monthly or at the time of each payment of wages, an accurate itemized
23 statement that accurately reflects, among other things, gross wages earned; total hours worked; net
24 wages earned; all applicable hourly rates in effect during the pay period and the corresponding
25 number of hours worked at each hourly rate, among other things.

26 100. Plaintiff is informed and believes, and based thereon alleges, that in the one (1) year
27 before the filing of the Complaint in this Action through the present, Defendants failed to comply
28 with Labor Code section 226, subdivision (a) by adopting policies and practices that resulted in their

1 failure, at times, to furnish Plaintiff and Class Members with accurate itemized statements that
2 accurately reflect, among other things, gross wages earned; total hours worked; net wages earned;
3 all applicable hourly rates in effect during the pay period and the corresponding number of hours
4 worked at each hourly rate, among other things.

5 101. Defendants' failure to, at times, provide Plaintiff and Class Members with accurate
6 wage statements was knowing, intentional, and willful. Defendants had the ability to provide
7 Plaintiff and the other Class Members with accurate wage statements, but, at times, willfully
8 provided wage statements that Defendants knew were not accurate.

9 102. As a result of Defendants' unlawful conduct, Plaintiff and Class Members have
10 suffered injury. The absence of accurate information on Class Members' wage statements at times
11 has delayed timely challenge to Defendants' unlawful pay practices; requires discovery and
12 mathematical computations to determine the amount of wages owed; causes difficulty and expense
13 in attempting to reconstruct time and pay records; and led to submission of inaccurate information
14 about wages and amounts deducted from wages to state and federal governmental agencies, among
15 other things.

16 103. Pursuant to Labor Code section 226, subdivision (e), Plaintiff and Class Members
17 are entitled to recover \$50 for the initial pay period during the period in which violation of Labor
18 Code section 226 occurred and \$100 for each violation of Labor Code section 226 in a subsequent
19 pay period, not to exceed an aggregate \$4,000.00 per employee.

20 104. Pursuant to Labor Code sections 226, subdivisions (e) and (g), Code of Civil
21 Procedure section 1032, Civil Code section 3287, Plaintiff and Class Members are entitled to
22 recover the full amount of penalties due under Labor Code section 226, subdivision (e), reasonable
23 attorneys' fees, and costs of suit.

24 **SEVENTH CAUSE OF ACTION**

25 **(Failure to Timely Pay Wages During Employment – Against All Defendants)**

26 105. Plaintiff realleges each and every allegation set forth in the preceding paragraphs and
27 incorporate each by reference as though fully set forth hereat.

28 106. At all relevant times, Plaintiff and Class Members were employees or former

1 employees of Defendants covered by Labor Code section 204 and applicable Wage Orders.

2 107. Labor Code section 204 provides that “[l]abor performed between the 1st and 15th
3 days, inclusive, of any calendar month shall be paid for between the 16th and 26th day of the month
4 during which the labor was performed, and labor performed between the 16th and the last day,
5 inclusive, of any calendar month, shall be paid for between the 1st and 10th day of the following
6 month.”

7 108. Labor Code section 210, subdivision (a) states that “[i]n addition to, and entirely
8 independent and apart from, any other penalty provided in this article, every person who fails to pay
9 the wages of each employee as provided in Sections 201.3, 204, 204b, 204.1, 204.2, 205, 205.5, and
10 1197.5, shall be subject to a civil penalty as follows: (1) For any initial violation, one hundred dollars
11 (\$100) for each failure to pay each employee” and “(2) For each subsequent violation, or any willful
12 or intentional violation, two hundred dollars (\$200) for each failure to pay each employee, plus 25
13 percent of the amount unlawfully withheld.”

14 109. Plaintiff is informed and believes, and based thereon alleges, that in the one (1) year
15 before the filing of the Complaint in this Action through the present, Defendants employed policies
16 and practices that resulted in, at times, not paying Plaintiff and Class Members in accordance with
17 Labor Code section 204.

18 110. Pursuant to Labor Code section 210, Plaintiff and Class Members are entitled to
19 recover penalties for Defendants’ violations of Labor Code section 204, in the amount of one
20 hundred dollars (\$100) for each initial violation per Class Member, and two hundred dollars (\$200)
21 for each subsequent violation in connection with each payment that was made in violation of Labor
22 Code section 204 per Class Member, plus 25 percent of the amount unlawfully withheld.

23 111. Pursuant to Labor Code section 218.6, Code of Civil Procedure sections 1021.5 and
24 1032, and Civil Code section 3287, Plaintiff and Class Members are entitled to recovery of penalties,
25 interest, and their costs of suit, as well.

26 **EIGHTH CAUSE OF ACTION**

27 **(Violation of Labor Code § 2802 – Against All Defendants)**

28 112. Plaintiff realleges and incorporates by reference all of the allegations contained in

1 the preceding paragraphs as though fully set forth hereat.

2 113. At all relevant times, Plaintiff and Class Members were employees or former
3 employees of Defendants covered by Labor Code section 2802 and applicable Wage Orders.

4 114. Labor Code section 2802, subdivision (a) provides that “an employer shall indemnify
5 his or her employee for all necessary expenditures or losses incurred by the employee in direct
6 consequence of the discharge of his or her duties . . .”

7 115. For three (3) years prior to the filing of the Complaint in this Action through the
8 present, Defendants required Plaintiff and Class Members, or some of them, to incur, at times,
9 necessary expenditures or losses in direct consequence of the discharge of their duties or at the
10 obedience to the directions of Defendants that included, without limitation: purchasing and/or
11 providing unreturned deposits for mandatory work uniforms; laundering mandatory work uniforms;
12 and purchasing tools necessary to perform work duties.

13 116. During that time period, Plaintiff is informed and believes, and based thereon alleges
14 that Defendants failed and refused, and still fail and refuse, at times, to reimburse Plaintiff sand
15 Class Members for those losses and/or expenditures.

16 117. As a result of Defendants’ unlawful conduct, Plaintiff and Class Members have
17 suffered damages in an amount subject to proof, to the extent they were not reimbursed for the
18 herein-described losses and/or expenditures.

19 118. Pursuant to Labor Code section 2802, Code of Civil Procedure sections 1021.5 and
20 1032, and Civil Code section 3287, Plaintiff and Class Members are entitled to recover
21 reimbursement for their herein-described losses and/or expenditures, reasonable attorneys’ fees and
22 costs of suit.

23 **NINTH CAUSE OF ACTION**

24 **(Violation of Labor Code § 227.3 – Against All Defendants)**

25 119. Plaintiff re-alleges and incorporates by reference all of the allegations contained in
26 the preceding paragraphs of this Complaint as though fully set forth hereon.

27 120. According to Labor Code section 227.3, whenever a contract of employment or
28 employer policy provides for paid vacations, and an employee is terminated without having taken

1 off his vested vacation time, all vested vacation shall be paid to him as wages at his final rate in
2 accordance with such contract of employment or employer policy respecting eligibility or time
3 served.

4 121. Plaintiff is informed and believes, and based thereon alleges that, at all times relevant
5 hereto, Defendants promulgated and maintained a uniform policy providing for paid vacations, and
6 that Plaintiff's employment contract with Defendants included paid vacations.

7 122. For at least four (4) years prior to the filing of this action and continuing to the
8 present, Defendants have had a consistent policy of failing to provide Plaintiff and similarly situated
9 employees or former employees within the State of California with compensation at their final rate
10 of pay for unused vested paid vacation days pursuant to Labor Code section 227.3.

11 123. As a proximate result of Defendants' failure to pay vested vacation at the final rate
12 of Plaintiff and Class Members upon their resignation or termination, Defendants violated Labor
13 Code section 227.3, entitling Plaintiff and Class Members to all vested and unused vacation pay at
14 their final rate of pay, as set out in Defendants' policy or the contract of employment between
15 Plaintiff and Class Members, on the one hand, and Defendants, on the other hand.

16 124. As a further proximate result of Defendants' above-described acts and/or omissions,
17 Plaintiff and Class Members are entitled to recover reasonable attorneys' fees, costs of suit and
18 prejudgment interest.

19 **TENTH CAUSE OF ACTION**

20 **(Unfair Competition – Against All Defendants)**

21 125. Plaintiff realleges and incorporates by reference all of the allegations contained in
22 the preceding paragraphs as though fully set forth hereat.

23 126. Plaintiff is informed and believes and based thereon alleges that the unlawful conduct
24 of Defendants alleged herein constitutes unfair competition within the meaning of Business and
25 Professions Code section 17200. Plaintiff is further informed and believes and based thereon alleges
26 that in addition to the unlawful conduct of Defendants alleged in the preceding paragraphs, for at
27 least four (4) years prior to the filing of this action and continuing to the present, Defendants have
28 had a consistent policy of failing to provide Plaintiff and similarly situated employees or former

1 employees within the State of California with the rights provided to them under the Healthy
2 Workplace Healthy Families Act of 2014, codified at Labor Code section 245, *et seq.* Due to their
3 unlawful business practices in violation of the Labor Code, Defendants have gained a competitive
4 advantage over other comparable companies doing business in the State of California that comply
5 with their obligations to compensate employees in accordance with the Labor Code.

6 127. As a result of Defendants' unfair competition as alleged herein, Plaintiff and Class
7 Members have suffered injury in fact and lost money or property.

8 128. Pursuant to Business and Professions Code section 17203, Plaintiff and Class
9 Members are entitled to (an) injunction(s) prohibiting Defendants from further violating the Labor
10 Code and requiring the establishment of appropriate and effective means to prevent further
11 violations, as well as restitution of all wages and other monies owed to them under the Labor Code,
12 including interest thereon, in which they had a property interest and which Defendants nevertheless
13 failed to pay them and instead withheld and retained for themselves. Restitution of the money owed
14 to Plaintiff and Class Members is necessary to prevent Defendants from becoming unjustly enriched
15 by their failure to comply with the Labor Code.

16 129. Plaintiff and Class Members are entitled to costs of suit under Code of Civil
17 Procedure section 1032 and interest under Civil Code section 3287.

18 **ELEVENTH CAUSE OF ACTION**

19 **(Civil Penalties Under the Private Attorneys' General Act of 2004– Against All Defendants)**

20 130. Plaintiff re-alleges and incorporates by reference all of the allegations set forth in the
21 preceding paragraphs as though fully set forth hereat.

22 Civil Penalties Under Labor Code § 210

23 131. At all relevant times herein, Labor Code section 204, requires and required that:
24 “[l]abor performed between the 1st and 15th days, inclusive, of any calendar month shall be paid
25 for between the 16th and 26th day of the month during which the labor was performed, and labor
26 performed between the 16th and the last day, inclusive, of any calendar month, shall be paid for
27 between the 1st and 10th day of the following month.”

28 132. At all relevant times herein, Labor Code section 210, subdivision (a) states and stated

1 that “[i]n addition to, and entirely independent and apart from, any other penalty provided in this
2 article, every person who fails to pay the wages of each employee as provided in Sections 201.3,
3 204, 204b, 204.1, 205, 205.5, and 1197.5, shall be subject to a civil penalty as follows: (1) For any
4 initial violation, one hundred dollars (\$100) for each failure to pay each employee” and “(2) For
5 each subsequent violation, or any willful or intentional violation, two hundred dollars (\$200) for
6 each failure to pay each employee, plus 25 percent of the amount unlawfully withheld.”

7 133. At all relevant times herein, Defendants have had a consistent policy or practice of
8 failing to pay Plaintiff and/or Aggrieved Employees during their employment on a timely basis as
9 per Labor Code section 204. Thus, pursuant to Labor Code section 210, Plaintiff and other
10 Aggrieved Employees are entitled to recover civil penalties for Defendants’ violations of Labor
11 Code section 204, in the amount of one hundred dollars (\$100) for each Aggrieved Employee for
12 each initial violation per employee, and two hundred dollars (\$200) for each Aggrieved Employee
13 for each subsequent violation in connection with each payment that was made in violation of Labor
14 Code section 204.

15 Civil Penalties Under Labor Code § 226.3

16 134. Defendants had and have a policy or practice of failing to comply with Labor Code
17 section 226, subdivision (a) by intentionally failing to furnish Plaintiff and Aggrieved Employees
18 with itemized wage statements that accurately reflect gross wages earned; total hours worked; net
19 wages earned; the name and address of each employer with whom they have been placed to work;
20 all applicable hourly rates in effect during the pay period and the corresponding number of hours
21 worked at each hourly rate; the legal name of the employer and/or the name and address of the legal
22 entity securing the employer’s services if the employer is a farm labor contractor; and other such
23 information as required by Labor Code section 226, subdivision (a).

24 135. Labor Code section 226.3 states that “[a]ny employer who violates subdivision (a)
25 of Section 226 shall be subject to a civil penalty in the amount of two hundred fifty dollars (\$250)
26 per employee per violation in an initial citation and one thousand dollars (\$1,000) per employee for
27 each violation in a subsequent citation, for which the employer fails to provide the employee a wage
28 deduction statement or fails to keep the records required in subdivision (a) of Section 226.”

1 136. Labor Code section 226.3 further provides that “[t]he civil penalties provided for in
2 this section are in addition to any other penalty provided by law.”

3 137. Plaintiff is informed and believes, and based thereon alleges, that Defendants had
4 and have a policy or practice of failing to furnish non-exempt employees, including, without
5 limitation, Plaintiff, with itemized wage statements that accurately reflect gross wages earned; total
6 hours worked; net wages earned; all deductions; all applicable hourly rates in effect and the
7 corresponding number of hours worked at each hourly rate in effect during the pay period; the legal
8 name of the employer and/or the name and address of the legal entity securing the employer’s
9 services if the employer is a farm labor contractor; and other such information as required by Labor
10 Code section 226, subdivision (a).

11 138. Pursuant to Labor Code section 226.3, Plaintiff and other Aggrieved Employees are
12 entitled to recover civil penalties for Defendants’ violation of Labor Code section 226, subdivision
13 (a) in the amount of two hundred fifty dollars (\$250) for each Aggrieved Employee per pay period
14 for the initial violation, and one thousand dollars (\$1,000) for each Aggrieved Employee per pay
15 period for each subsequent violation.

16 Violation of Labor Code § 558

17 139. Pursuant to Labor Code section 558, subdivision (a): “Any employer or other person
18 acting on behalf of an employer who violates, or causes to be violated . . . any provision regulating
19 hours and days of work in any of the Industrial Welfare Commission” shall be subject to a civil
20 penalty as follows:

21 (1) For any initial violation, fifty dollars (\$50) for each underpaid employee and for each
22 pay period for which the employee was underpaid in addition to an amount sufficient
23 to recover underpaid wages;

24 (2) For each subsequent violation, one hundred dollars (\$100) for each underpaid
25 employee for each pay period for which the employee was underpaid in addition to an
26 amount sufficient to recover underpaid wages;

27 (3) Wages recovered pursuant to this section shall be paid to the affected
28 employee.”

1 140. Plaintiff is informed and believes, and based thereon alleges, that Defendants, and
2 each of them, violated, or caused to be violated, the Labor Code sections described herein, including
3 causing Plaintiff and other Aggrieved Employees not to: be paid with the rates of pay and overtime
4 rates of pay applicable to their employment, allowances claimed as part of the minimum wage, the
5 regular payday designated by employer, the name of the employer, including any “doing business
6 as” names used, the name, address, and telephone number of the workers’ compensation insurance
7 carrier, information regarding paid sick leave, and other pertinent information.

8 141. As a direct and proximate result of the herein-described Labor Code violations,
9 pursuant to Labor Code section 558, Plaintiff and other Aggrieved Employees are entitled to recover
10 civil penalties for Defendants’ herein-described Labor Code violations in the amount fifty dollars
11 (\$50) for each Aggrieved Employee per pay period for the initial violation, and one hundred dollars
12 (\$100) for each Aggrieved Employee per pay period for each subsequent violation.

13 Violation of Labor Code § 1174.5

14 142. At all times mentioned herein, Labor Code section 1174, subdivision (b) has required
15 every person employing labor in California to “[a]llow any member of the commission or the
16 employees of the Division of Labor Standards Enforcement free access to the place of business or
17 employment of the person to secure any information or make any investigation that they are
18 authorized by this chapter to ascertain or make. The commission may inspect or make excerpts,
19 relating to the employment of employees, from the books, reports, contracts, payrolls, documents,
20 or papers of the person.”

21 143. At all times mentioned herein, Labor Code section 1174, subdivision (c) has required
22 every person employing labor in California to “[k]eep a record showing the names and addresses of
23 all employees employed and the ages of all minors.”

24 144. At all times mentioned herein, Labor Code section 1174, subdivision (d) has required
25 every person employing labor in California to “[k]eep, at a central location in the state or at the
26 plants or establishments at which employees are employed, payroll records showing the hours
27 worked daily by and the wages paid to, and the number of piece-rate units earned by and applicable
28 piece rate paid to, employees employed at the respective plants or establishments. These records

1 shall be kept in accordance with rules established for this purpose by the commission, but in any
2 case, shall be kept on file for not less than three years. An employer shall not prohibit an employee
3 from maintaining a personal record of hours worked, or, if paid on a piece-rate basis, piece-rate units
4 earned.”

5 145. Pursuant to Labor Code section 1174.5, “[a]ny person employing labor who willfully
6 fails to maintain the records required by subdivision (c) of [Labor Code] Section 1174 or accurate
7 and complete records required by subdivision (d) of [Labor Code] Section 1174, or to allow any
8 member of the commission or employees of the division to inspect records pursuant to subdivision
9 (b) of [Labor Code] Section 1174, shall be subject to a civil penalty of five hundred dollars (\$500).

10 146. Plaintiff is informed and believes, and based thereon alleges, that Defendants have
11 willfully failed to keep adequate or accurate time records including wage statements and similar
12 payroll documents under Labor Code section 226, documents signed to obtain or hold employment
13 under Labor Code section 432, personnel records under Labor Code section 1198.5, and time records
14 under Labor Code section 1174.

15 147. As a direct and proximate result of the herein-described Labor Code violations,
16 pursuant to Labor Code section 1174.5, Plaintiff and other Aggrieved Employees are entitled to
17 recover civil penalties for Defendants’ herein-described Labor Code violations in the amount of five
18 hundred dollars (\$500) per violation per Aggrieved Employee.

19 Violation of Labor Code § 1197.1

20 148. Pursuant to Labor Code section 1197.1, subdivision (a): “Any employer or other
21 person acting either individually or as an officer, agent, or employee of another person, who pays
22 or causes to be paid to any employee a wage less than the minimum fixed by an applicable state or
23 local law, or by an order of the commission shall be subject to a civil penalty, restitution of wages,
24 liquidated damages payable to the employee, and any applicable penalties imposed pursuant to
25 Section 203 as follows:

- 26 (1) For any initial violation that is intentionally committed, one hundred dollars (\$100) for
27 each underpaid employee for each pay period for which the employee is underpaid.

28 This amount shall be in addition to an amount sufficient to recover underpaid wages,

1 liquidated damages pursuant to Section 1194.2, and any applicable penalties imposed
2 pursuant to Section 203.

3 (2) For each subsequent violation for the same specific offense, two hundred fifty dollars
4 (\$250) for each underpaid employee for each pay period for which the employee is
5 underpaid regardless of whether the initial violation is intentionally committed. This
6 amount shall be in addition to an amount sufficient to recover underpaid wages,
7 liquidated damages pursuant to Section 1194.2, and any applicable penalties imposed
8 pursuant to Section 203.

9 (3) Wages, liquidated damages, and any applicable penalties imposed pursuant to Section
10 203, recovered pursuant to this section shall be paid to the affected employee.”

11 149. Plaintiff is informed and believes, and based thereon alleges, that Defendants caused
12 Plaintiff and Aggrieved Employees not to be paid minimum wages as a result of Defendants, without
13 limitation, routinely failing to pay Plaintiff or other Aggrieved Employees’ minimum wages for all
14 hours worked or otherwise under Defendants’ control due to, without limitation, routinely failing to
15 accurately track and/or pay for all hours actually worked; detrimental rounding or manipulation of
16 time entries; paying straight pay instead of overtime or otherwise failing to pay overtime hours at
17 the proper overtime rate of pay; engaging, suffering, or permitting employees to work off the clock,
18 entitling Plaintiff and other aggrieved Employees to actual and liquidated damages.

19 150. As a direct and proximate result of the herein-described Labor Code violations,
20 pursuant to Labor Code section 1197.1, Plaintiff and other Aggrieved Employees are entitled to
21 recover civil penalties for Defendants’ herein-described Labor Code violations in the amount one
22 hundred dollars (\$100) for each Aggrieved Employee per pay period for the initial violation, and
23 two hundred and fifty dollars (\$250) for each Aggrieved Employee per pay period for each
24 subsequent violation.

25 Civil Penalties Under Labor Code § 2699

26 151. Pursuant to Labor Code section 2699, subdivision (a), notwithstanding any other
27 provision of law, any provision of the Labor Code that provides for a civil penalty to be assessed
28 and collected by the LWDA or any of its departments, divisions, commissions, boards, agencies or

1 employees for a violation of the Labor Code may, as an alternative, be recovered through a civil
2 action brought by an aggrieved employee on behalf of himself or herself and other current or former
3 employees pursuant to the procedures specified in Labor Code section 2699.3.

4 152. Pursuant to Labor Code section 2699, subdivision (f), for all provisions of the Labor
5 Code except those for which a civil penalty is specifically provided, the established civil penalty for
6 a violation of those provisions is as follows: if, at the time of the alleged violation, the person
7 employs one or more employees, the civil penalty is one hundred dollars (\$100) for each aggrieved
8 employee per pay period for the initial violation and two hundred dollars (\$200) for each aggrieved
9 employee per pay period for each subsequent violation.

10 153. Plaintiff is informed and believes, and based thereon alleges that Defendants, and
11 each of them, violated the Labor Code sections described herein, including, without limitation, for
12 the failure to: pay the rates of pay and overtime rates of pay applicable to their employment,
13 allowances claimed as part of the minimum wage, the regular payday designated by Defendants, the
14 name of the employer, including "doing business as" names used, the name, address, and telephone
15 number of the workers' compensation insurance carrier, information regarding paid sick leave, and
16 other pertinent information required to be disclosed by Defendants under Labor Code section
17 2810.5, failing to provide Plaintiff and other Aggrieved Employees with the amount of paid sick
18 leave required to be provided pursuant to California and local laws.

19 154. Moreover, Plaintiff and other Aggrieved Employees within the State of California
20 whom he seeks to represent are entitled to an award of reasonable attorneys' fees and costs in
21 connection with their herein-described claims for civil penalties.

22 **DEMAND FOR JURY TRIAL**

23 155. Plaintiff demands a trial by jury on all causes of action contained herein.

24 **PRAYER**

25 WHEREFORE, on behalf of Plaintiff, Class Members and Aggrieved Employees, Plaintiff
26 prays for judgment against Defendants as follows:

27 A. An order certifying this case as a Class Action;

28 B. An Order appointing Plaintiff as Class representative and appointing Plaintiff's

- 1 counsel as class counsel;
- 2 C. Damages for all wages earned and owed, including minimum wages, under Labor
- 3 Code sections 510, 1194, 1197 and 1199;
- 4 D. Liquidated damages pursuant to Labor Code section 1194.2;
- 5 E. Damages for unpaid premium wages from missed meal and rest periods under,
- 6 among other Labor Code sections, 512 and 226.7;
- 7 F. Penalties for inaccurate wage statements under Labor Code section 226,
- 8 subdivision (e);
- 9 G. Waiting time penalties under Labor Code section 203;
- 10 H. Penalties to timely pay wages under Labor Code section 210;
- 11 I. Damages under Labor Code sections 2802 and 558.1
- 12 J. Preliminary and permanent injunctions prohibiting Defendants from further
- 13 violating the California Labor Code and requiring the establishment of appropriate
- 14 and effective means to prevent future violations;
- 15 K. Restitution of wages and benefits due which were acquired by means of any unfair
- 16 business practice, according to proof;
- 17 L. An award of civil penalties pursuant to Labor Code sections 210, 226.3, 558, 1174.5,
- 18 1197.1, and 2699;
- 19 M. Prejudgment and post-judgment interest at the maximum rate allowed by law;
- 20 N. For attorneys' fees in prosecuting this action;
- 21 O. For costs of suit incurred herein;
- 22 P. An award of reasonable attorneys' fees and costs pursuant to Labor Code sections
- 23 210, 226.3, 558, 1174.5, 1197.1, and 2699; and
- 24 Q. For such other and further relief as the Court deems just and proper.

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Dated: July 2, 2025,

BIBIYAN LAW GROUP, P.C.

BY: /s/ Megan Lazar
VEDANG J. PATEL
MEGAN LAZAR
Attorneys for Plaintiff LUIS ROBERT OLMOS, on
behalf of himself and all others similarly situated and
aggrieved

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PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of eighteen years and not a party to the within action; my mailing address is 1460 Westwood Boulevard, Los Angeles, California 90024.

On July 9, 2025, I caused a true and correct copy of the foregoing document(s) described as **FIRST AMENDED CLASS AND REPRESENTATIVE ACTION COMPLAINT** to be served by electronic transmission via Case Anywhere to the parties and/or counsel who are registered to use Case Anywhere and set forth in the below service list:

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Counsel for Defendant DEPENDABLE HIGHWAY EXPRESS, INC.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on July 9, 2025, at Los Angeles, California.

/s/ Araceli Marquez
Araceli Marquez