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SUPERIOR COURT OF CALIFORNIA

COUNTY OF SACRAMENTO

KENNETH MALLOY, on behalf of himself
and others similarly situated,

Plaintiff,

v.

ALAN RITCHEY, INC., a Texas
Corporation; and DOES 1 Through 10,
inclusive,

Defendants.

Case No. 23CV011031

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

1. FAILURE TO PAY MINIMUM WAGES
2. FAILURE TO REIMBURSE NECESSARY
BUSINESS EXPENSES
3. FAILURE TO PROVIDE ACCURATE
ITEMIZED WAGE STATEMENTS
4. FAILURE TO TIMELY PAY WAGES DUE
DURING EMPLOYMENT
5. FAILURE TO TIMELY PAY WAGES DUE
UPON SEPARATION OF EMPLOYMENT
6. VIOLATION OF THE UNFAIR
COMPETITION LAW
7. PAGA CIVIL PENALTIES FOR FAILURE
TO PAY MINIMUM WAGES
8. PAGA CIVIL PENALTIES FOR FAILURE
TO REIMBURSE NECESSARY BUSINESS
EXPENSES
9. PAGA CIVIL PENALTIES FOR FAILURE
TO PROVIDE ACCURATE AND ITEMIZED

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WAGE STATEMENTS

10. PAGA CIVIL PENALTIES FOR
FAILURE TO TIMELY PAY WAGES DUE
DURING EMPLOYMENT

11. PAGA CIVIL PENALTIES FOR
FAILURE TO TIMELY PAY WAGES DUE
UPON SEPARATION OF EMPLOYMENT

12. PAGA CIVIL PENALTIES FOR
FAILURE TO MAINTAIN ACCURATE
RECORDS

DEMAND FOR JURY TRIAL

1 Plaintiff KENNETH MALLOY (“Plaintiff”), on behalf of himself and all others
2 similarly situated and aggrieved, complains and alleges as follows:

3 **I. INTRODUCTION**

4 1. Plaintiff brings this action as a Class Action pursuant to California Code of Civil
5 Procedure section 382 on behalf of himself and all other current and former non-exempt truck
6 drivers employed by Defendant ALAN RITCHEY, INC. and Does 1 through 10 (collectively,
7 “Defendants”) in the State of California (“Plaintiff Class Members”). Plaintiff brings this action
8 for: unpaid minimum wages; reimbursement of reasonably incurred business expenses;
9 payment of wages due during and upon termination of employment; failure to provide accurate
10 itemized wage statements; and statutory and civil penalties, interest and attorneys’ fees and
11 costs. In addition, Plaintiff brings this action for unfair competition under Business and
12 Professions Code sections 17200, *et seq.*

13 2. Plaintiff also brings this representative action under the Private Attorneys
14 General Act of 2004 (“PAGA”), Labor Code sections 2698, *et seq.*, on behalf of himself and all
15 other aggrieved employees against Defendants for Defendants’ failure to: pay all minimum
16 wages due; reimburse necessary business expenses; pay all wages due during and upon
17 termination of employment; provide accurate itemized wage statements; and maintain accurate
18 records.

19 3. Plaintiff gave written notice of these claims to the California Labor and
20 Workforce Development Agency (“LWDA”) on October 30, 2023 per Labor Code section
21 2699.3, and there has been no LWDA intervention within 65 days of this notice. Plaintiff seeks
22 civil penalties under the PAGA as a representative of the State of California and has standing as
23 an aggrieved employee. Plaintiff seeks to represent all Defendants’ non-exempt employees in
24 the State of California who suffered one or more of the violations alleged (“aggrieved
25 employees”) during the “PAGA Period” (from the date of the filing of this amended complaint
26 until the start of trial). Labor Code §§ 2698, *et seq.*, 2699.3(a)(2)(C).

27 4. Plaintiff, on behalf of himself and all Plaintiff Class Members, brings this class
28 action pursuant to Labor Code sections 201-203, 204, 218, 210, 1182.12, 1194, 1194.2, 1197,

1 1197.1, 1198, 2800, and 2802; and Industrial Welfare Commission (“IWC”) Wage Order 9-
2 2001 (Minimum Wages Section, Records Section, and Uniforms and Equipment Section); and
3 Business and Professions Code sections 17200, *et seq.*, seeking unpaid wages, liquidated
4 damages, equitable relief, prejudgment interest, reasonable attorneys’ fees and costs, and any
5 other relief this Court deems proper.

6 **II. PARTIES**

7 5. Plaintiff KENNETH MALLOY is a resident of Sacramento County, California.
8 Plaintiff worked in an hourly, non-exempt position as truck driver for Defendants from
9 approximately September 23, 2022 through approximately November 4, 2022, transporting
10 U.S. mail.

11 6. Defendant ALAN RITCHEY, INC. is a corporation registered in Texas and
12 doing business in California. Defendant operates as a logistics company providing professional
13 driving services to the government, industrial, agriculture, energy and transportation sectors,
14 including the United States Postal Service.

15 7. Does 1 through 10, inclusive, are persons or entities whose true names and
16 identities are now unknown to Plaintiff, and who are sued by such fictitious names. Plaintiff
17 will amend this complaint to allege their true names and capacities when known. Plaintiff is
18 informed and believes each Doe defendant is the agent, representative, or parent or subsidiary
19 corporation of ALAN RITCHEY, INC., is responsible in some manner for the occurrences and
20 injuries alleged, and that harm suffered by Plaintiff, the proposed Plaintiff Class, and other
21 aggrieved employees was proximately caused by them in addition to ALAN RITCHEY, INC.

22 8. Plaintiff is informed, believes, and alleges each Defendant, including each Doe
23 defendant, acted in concert with each and every other Defendant, intended to and did
24 participate in the practices alleged, and was a proximate cause of damage and injury to
25 Plaintiff.

26 9. At all relevant times each Defendant was the agent or employee of each of the
27 other Defendants and was acting within the course and scope of such agency or employment.

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III. JURISDICTION AND VENUE

10. Venue as to each Defendant is proper in this judicial district, pursuant to Code of Civil Procedure, section 395. Defendants conduct business in Sacramento County, California and each Defendant is within the jurisdiction of this Court for service of process purposes. The unlawful acts alleged have a direct effect on Plaintiff and those similarly situated and aggrieved within the State of California and Sacramento County. Defendants employ numerous Plaintiff, members of the Plaintiff Class, and all other aggrieved employees in Sacramento County. There is no federal question at issue, as the issues are based solely on California statutes and law, including the Labor Code, IWC Wage Order 9-2001, Code of Civil Procedure, Civil Code, and Business and Professions Code.

11. Business and Professions Code section 17203 provides that any person who engages in unfair competition may be enjoined in any court of competent jurisdiction. Business and Professions Code section 17204 provides that any person, acting on his own behalf, may bring an action in a court of competent jurisdiction.

12. No federal question is raised and the Class Action Fairness Act ("CAFA"), 28 U.S.C. section 1332(d), does not apply, or in the alternative, local case or controversy exceptions apply and prohibit removal of this action. Based on his rate of pay, Plaintiff's individual claims do not meet the amount in controversy to implicate traditional diversity jurisdiction.

13. Further, as a representative action under the PAGA, the matter is not subject to removal under 28 U.S.C. sections 1332(a)-(d) as PAGA civil penalty actions are not subject to federal jurisdiction.

IV. GENERAL ALLEGATIONS

14. At all relevant times, Plaintiff, the Plaintiff Class, and all other aggrieved employees were employed by Defendants in California, and Defendants conducted business in California.

15. California Labor Code section 1194 provides that notwithstanding any agreement to work for a lesser wage, and employee receiving less than the legal minimum

1 wage is entitled to recover in a civil action the full amount of the minimum wages, including
2 interest thereon, reasonable attorneys' fees, and costs of suit. Labor Code section 1194.2
3 provides for liquidated damages in an amount equal to the wages unlawfully unpaid and
4 interest thereon when an employer fails to pay the minimum wage fixed by an order of the
5 commission or statute.

6 16. Plaintiff and similarly-situated and all other aggrieved employees were non-
7 exempt employees covered under one or more Industrial Welfare Commission ("IWC") Wage
8 Orders, including IWC Wage Order 9-2001, and Labor Code sections 1194 and 1197, and each
9 Plaintiff Class Member and all other aggrieved employee was not subject to an exemption for
10 executive, administrative, professional employees, or any other exemption, which imposed an
11 obligation on the part of the Defendants to pay Plaintiff and similarly-situated and all other
12 aggrieved employees all lawful wages.

13 17. During all, or portions, of the Class and PAGA Periods, Defendants paid
14 Plaintiff and similarly-situated, and all other aggrieved employees based on scheduled shift
15 time and/or rounded hours as opposed to actual hours worked. Defendants failed to record the
16 hours worked by Plaintiff and similarly-situated and all other aggrieved employees and paid on
17 rounded time-entries as opposed to the actual hours worked.

18 18. Defendants had the ability to pay for the precise hours of work but opted instead
19 to utilize a rounding policy with no purpose other than to benefit Defendants and deprive
20 employees of payment for all hours worked.

21 19. The rounding policy was not neutral on its face, nor in application. Over a
22 period of time and in the aggregate, the rounding policy resulted in the failure to compensate
23 the employees for all time they have actually worked. Rather, Defendants' rounding policy
24 operated unilaterally to the benefit of Defendants and to detriment of Plaintiff and other
25 similarly-situated and all other aggrieved employees. Other similarly-situated and all other
26 aggrieved employees, over time, lost more hours worked than gained due to the unlawful
27 rounding policy.

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20. Upon information and belief, Plaintiff and other similarly-situated and all other aggrieved employees worked in non-exempt, hourly positions, and during the relevant time period, each was subject to the Defendants' compensation policy that resulted in underpayment of all minimum wages owed.

21. Accordingly, Plaintiff and other similarly-situated and all other aggrieved employees were not paid all minimum wages for all hours worked. As a result, Defendants have failed to pay all minimum wages for all hours worked.

22. During all, or portions, of the Class and PAGA Periods, Defendants had a consistent policy of failing to reimburse Plaintiff, Plaintiff Class Members, and all other aggrieved employees for all necessary and reasonable business expenses, including those incurred by the requirement to use personal cell phones for work-related purposes, in violation of California state wage and hour laws. Plaintiff, Plaintiff Class Members, and all other aggrieved employees were required by Defendants to use their personal cell phones regularly to communicate with coworkers and with management but were not reimbursed for these cell phone expenses. In addition, Plaintiff, Plaintiff Class Members, and all other aggrieved employees had to maintain their safety equipment and uniforms and were not reimbursed for expenses incurred in the maintenance of such work-related items.

23. During all, or portions, of the Class and PAGA Periods, Defendants knowingly and willfully failed to provide accurate itemized wage statements to Plaintiff, Plaintiff Class Members, and all other aggrieved employees, which did not include, among other things, the total number of hours worked and the number of hours worked at each corresponding rate of pay as well as the rates of pay for "layover," "orientation," and "flat driver pa." As a result, the wage statements that Defendants furnished to Plaintiff, Plaintiff Class Members, and all other aggrieved employees were incomplete and inaccurate and fail to comply with the requirements of Labor Code section 226(a).

24. During all, or portions, of the Class and PAGA Periods, Defendants had a consistent policy of failing to pay Plaintiff, Plaintiff Class Members, and all other aggrieved employees all wages due upon separation, in violation of California state wage and hour laws.

1 Because Defendants failed to pay all minimum wages owed during Plaintiff's, Plaintiff Class
2 Members' and other aggrieved employees' employment, final wages paid to Plaintiff, Plaintiff
3 Class Members, and all other aggrieved employees were underpaid, as they did not include
4 these amounts.

5 25. Defendants also did not pay a day's wages for every day final pay was not paid
6 through the date final wages were paid, as required by Labor Code section 203

7 26. Defendants' failure to: pay minimum wages for all time worked; reimburse
8 necessary business expenses incurred in the discharge of duties; provide accurate itemized
9 wage statements; and timely provide payment of wages to Plaintiff and Plaintiff Class
10 Members during and upon separation all stem from ALAN RITCHEY, INC.'s centrally devised
11 and uniformly implemented unlawful and unfair policies and practices.

12 27. Plaintiff, on behalf of himself and Plaintiff Class Members, seeks injunctive
13 relief, restitution, and disgorgement of all benefits obtained by Defendants as a result of
14 violations alleged. Business and Professions Code §§ 17200, *et seq.*

15 **V. CLASS ACTION ALLEGATIONS**

16 28. Plaintiff brings this action pursuant to California Code of Civil Procedure
17 section 382 on behalf of himself and Plaintiff Class Members defined below. The Plaintiff
18 Class is comprised of and defined as:

19 **Plaintiff Class**

20 All non-exempt truck drivers/transportation drivers employed by
21 Defendants in the State of California at any time from four years
22 preceding the filing of this Complaint through the date of trial ("Class
23 Period").

24 29. Plaintiff seeks to certify a subclass of employees defined as:

25 **Unpaid Wages Subclass**

26 All members of the Plaintiff Class who were subject to Defendants' policy
27 and practice of being paid on rounded time entries instead of actual hours
28 worked.

29 30. Plaintiff seeks to certify a subclass of employees defined as:

30 **Expense Reimbursement Subclass**

All members of the Plaintiff Class who were not reimbursed for incurred
business-related expenses incurred in the discharge of duties for

Defendants.

31. Plaintiff seeks to certify a subclass of employees defined as:

Wage Statement Subclass

All members of the Plaintiff Class who received one or more itemized wage statements during the one year preceding the filing of this Complaint through the date of trial.

32. Plaintiff seeks to certify a subclass of employees defined as:

Waiting Time Subclass

All members of the Plaintiff Class whose employment ended at any time during the three years preceding the filing of this Complaint through the date of trial.

33. Plaintiff seeks to certify a subclass of employees defined as:

UCL Subclass

All Plaintiff Class and Subclass Members who were subject to Defendants' unlawful or unfair business acts or practices.

34. Plaintiff reserves the right to amend or modify the Plaintiff Class description, including by division into subclasses or limitation to particular issues. California Rule of Court 3.765(b).

35. **Commonality**: This action has been brought and may be maintained as a class action pursuant to Code of Civil Procedure section 382 because there is a well-defined common interest of many persons and it is impractical to bring them all before the court.

36. **Ascertainable Class**: The proposed Plaintiff Class and Subclasses are ascertainable because they can be identified and located using Defendants' payroll and personnel records.

37. **Numerosity**: The potential members of the Plaintiff Class and Subclasses as defined are so numerous that joinder of all members would be unfeasible and impractical. The disposition of their claims through this class action will benefit the parties and this Court. The number of members of the Plaintiff Class and Subclasses is unknown to Plaintiff, but is estimated to be in excess of 100 individuals. The number and identity of Plaintiff Class Members can be readily ascertained using Defendants' records.

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1 38. **Typicality**: Plaintiff's claims are typical of Plaintiff Class Members' and
2 Subclass Members' claims because all members of the Plaintiff Class and Subclasses sustained
3 similar injuries and damages caused by Defendants' common course of conduct in violation of
4 law.

5 39. **Adequacy**: Plaintiff is an adequate representative of the Plaintiff Class and
6 Subclasses, will fairly protect the interests of the Plaintiff Class and Subclass Members and has
7 no interests antagonistic to them, and will vigorously pursue this suit. Plaintiff's attorneys are
8 competent, skilled, and experienced in litigating large employment law class actions.

9 40. **Superiority**: A class action is superior to other available means for the fair and
10 efficient adjudication of this controversy. Individual joinder of all Plaintiff Class Members is
11 not practicable, and questions of law and fact common to the Plaintiff Class predominate over
12 questions affecting only individual Plaintiff Class Members. A class action will allow those
13 similarly situated to litigate their claims in the most efficient and economical manner for the
14 parties and the judicial system. Plaintiff is unaware of any difficulties likely to be encountered
15 in the management of this action that precludes its maintenance as a class action.

16 41. The predominating common questions of law and fact include:

- 17 a. Whether Defendants have a practice of paying Plaintiff Class Member on
18 rounded time entries instead of actual hours worked resulting in systemic
19 underpayment of wages for all hours worked;
- 20 b. Whether Defendants have a policy or practice of failing to pay minimum
21 wages or other compensation for all hours worked;
- 22 c. Whether Defendants have a policy or practice of failing to reimburse for
23 necessary business-related expenses, including cell phone expenses and
24 expenses for maintenance of safety gear;
- 25 d. Whether Defendants have a policy or practice of failing to provide accurate
26 itemized wage statements;
- 27 e. Whether Defendants violated Labor Code sections 204 and 210 by failing to
28 pay wages for all hours worked;

- 1 f. Whether Plaintiff Class and Waiting Time Subclass Members are entitled to
2 waiting time penalties under Section 203;
3 g. Whether Defendants violated Sections 17200, *et seq.* of the Business and
4 Professions Code; and
5 j. Whether Plaintiff Class and Subclass Members are entitled to equitable
6 relief pursuant to Business and Professions Code, sections 17200, *et seq.*

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8 **VI. CAUSES OF ACTION**

9 **FIRST CAUSE OF ACTION**

10 **Failure to Pay Minimum Wages**

11 **Cal. Labor Code §§ 1194, 1194.2, 1197, 1197.1; Minimum Wages Section of IWC Wage
Order 9-2001**

12 **(Plaintiff and each Unpaid Wages Subclass Member against each Defendant)**

13 42. Plaintiff incorporates the preceding paragraphs of this Complaint.

14 43. Labor Code section 1194 states: “Notwithstanding any agreement to work for a
15 lesser wage, any employee receiving less than the legal minimum wage or the legal overtime
16 compensation applicable to the employee is entitled to recover in a civil action the unpaid
17 balance of the full amount of his minimum wage or overtime compensation, including interest
thereon, reasonable attorney’s fees and costs of suit.”

18 44. Labor Code section 1194.2 states: “In any action under Section 98, 1193.6,
19 1194, or 1197.1 to recover wages because of the payment of a wage less than the minimum
20 wage fixed by an order of the commission or by statute, an employee shall be entitled to
21 recover liquidated damages in an amount equal to the wages unlawfully unpaid and interest
22 thereon.”

23 45. Labor Code section 1197 states: “The minimum wage for employees fixed by
24 the commission is the minimum wage to be paid to employees, and the payment of a less wage
25 than minimum wage so fixed is unlawful.”

26 46. By failing to pay at least minimum wages for all hours worked, including due to
27 rounding and paying on rounded time entries as opposed to actual hours worked, Defendants
28 violated Labor Code section 1194 and IWC Wage Order 9-2001.

1 47. The Minimum Wages Section of IWC Wage Order 9-2001 provides that an
2 employer may not pay employees less than the applicable minimum wage for all hours worked.
3 Plaintiff and other similarly-situated employees are not exempt from the Minimum Wages
4 Section of the applicable IWC Wage Order, which requires employers to pay minimum wages
5 for all hours worked.

6 48. At all times relevant to this action, Defendants failed to pay Plaintiff and other
7 similarly-situated employees minimum wages for all hours worked, in violation of Labor Code
8 sections 1194 and 1197, and the Minimum Wages Section of the applicable IWC Wage Order.

9 49. Defendants' unlawful acts deprived Plaintiff and members of the Plaintiff Class
10 Plaintiff seeks to represent of minimum wages in amounts to be determined at trial, and they
11 are entitled to recover these amounts, along with liquidated damages for unpaid minimum
12 wages, interest, attorneys' fees, and costs.

13 50. Labor Code section 1194.2 provides for liquidated damages equal to unlawfully
14 unpaid minimum wages, with interest.

15 51. Defendants' unlawful acts deprived Plaintiff, the Plaintiff Class, and the
16 Minimum Wages Subclass of minimum wages in amounts to be determined at trial, and they
17 are entitled to recover these wages, and liquidated damages, interest, attorneys' fees, and costs.

18 52. Plaintiff seeks to recover in a civil action the unpaid balance of the full amount
19 of the unpaid wages resulting from Defendants' minimum wage violations including interest
20 thereon, reasonable attorney's fees and costs of suit, penalties, and liquidated damages to the
21 fullest extent permissible including those permitted pursuant to Labor Code sections 218.6,
22 1194, 1194.2, and 1197.1, and Code of Civil Procedure section 1021.5.

23 **SECOND CAUSE OF ACTION**

24 **Failure to Reimburse Business Expenses**

25 **Cal. Labor Code § 2802; Uniforms and Equipment Section of IWC Wage Order 9-2001**
26 **(Plaintiff and each Expense Reimbursement Subclass Member against each Defendant)**

27 53. Plaintiff incorporates the preceding paragraphs of this Complaint.

28 54. Labor Code section 2802(a) provides that "[a]n employer shall indemnify his or
her employee for all necessary expenditures or losses incurred by the employee in direct

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

4 55. Through Defendants’ conduct during the applicable statutory period including,
5 but not limited to, the conduct alleged herein, Defendants failed to reimburse Plaintiff and
6 members of the Expense Reimbursement Subclass as required by Labor Code section 2802.
7 Defendants required Plaintiff and members of the Expense Reimbursement Subclass to use
8 their personal cell phones for work-related purposes and to pay for the maintenance of safety
9 gear and uniforms without reimbursement for such reasonably incurred business expenses.

10 56. Labor Code section 2802(c) states that “[f]or purposes of [2802], the term
11 “necessary expenditures or losses” shall include all reasonable costs, including, but not limited
12 to attorney’s fees incurred by the employee enforcing the rights granted by [2802].”

13 57. The Uniforms and Equipment Section of IWC Wage Order 9-2001, states in
14 pertinent part: “When tools or equipment are required by the employer or are necessary to the
15 performance of a job, such tools and equipment shall be provided and maintained by the
16 employer.”

17 58. As a direct result of Defendants’ violations alleged herein, Plaintiff and
18 members of the Expense Reimbursement Subclass have suffered, and continue to suffer,
19 substantial losses related to failure to be indemnified for the expenses and losses, including the
20 use and enjoyment of such monies, lost interest on such monies and expenses and attorney’s
21 fees and costs in seeking to compel Defendants to fully perform their obligations under state
22 law, all to their respective damage in amounts according to proof at trial and within the
23 jurisdictional limitations of this Court.

24 59. Plaintiff seeks to recover in a civil action to the fullest extent permissible all
25 available remedies including but not limited to the unpaid balance of the indemnification from
26 Defendants’ violations, interest thereon permitted by Labor Code section 2802(b), reasonable
27 attorney’s fees and costs of suit, injunctive relief, declaratory relief, and any other permitted
28 remedies including those permitted pursuant to Labor Code section 2802 and Code of Civil

1 Procedure section 1021.5.

2 60. By failing to reimburse Plaintiff and Plaintiff Class Members for necessary
3 business-related expenses they incurred, including cell phone and safety gear and uniform
4 maintenance expenses, Defendants willfully violated the provisions of Labor Code section
5 2802.

6 61. Defendants' unlawful acts deprived Plaintiff, the Plaintiff Class, and the
7 Expense Reimbursement Subclass of expense reimbursements in amounts to be determined at
8 trial, and they are entitled to recover these amounts, with interest, attorneys' fees, and costs.

9 **THIRD CAUSE OF ACTION**

10 **Failure to Provide Accurate Wage Statements**

11 **Cal. Labor Code § 226; Records Section of IWC Wage Order 9-2001**

12 **(Plaintiff and each Wage Statement Subclass Member against each Defendant)**

13 62. Plaintiff incorporates the preceding paragraphs of this Complaint.

14 63. Labor Code section 226(a) states in pertinent part: "Every employer shall,
15 semimonthly or at the time of each payment of wages, furnish each of his or her employees,
16 either as a detachable part of the check, draft, or voucher paying the employee's wages, or
17 separately when wages are paid by personal check or cash, an accurate itemized statement in
18 writing showing": (1) gross wages earned; (2) total hours worked by the employee, except for
19 any employee whose compensation is solely based on a salary and who is exempt from
20 payment of overtime under subdivision (a) of Section 515 or any applicable order of the
21 Industrial Welfare Commission; (3) the number of piece-rate units earned and any applicable
22 piece rate if the employee is paid on a piece-rate basis; (4) All deductions, provided that all
23 deductions made on written orders of the employee may be aggregated and shown as one item;
24 (5) net wages earned; (6) the inclusive dates of the period for which the employee is paid; (7)
25 the name of the employee and only the last four digits of his or her social security number or an
26 employee identification number other than a social security number; (8) the name and address
27 of the legal entity that is the employer; and (9) all applicable hourly rates in effect during the
28 pay period and the corresponding number of hours worked at each hourly rate by the employee.
The deductions made from payment of wages shall be recorded in ink or other indelible form,

1 properly dated, showing the month, day, and year, and a copy of the statement and the record of
2 the deductions shall be kept on file by the employer for at least three years at the place of
3 employment or at a central location within the State of California.

4 64. The Records Section of IWC Wage Orders 9-2001, states in relevant part that
5 the employer shall keep accurate information regarding, "Total wages paid each payroll period,
6 including value of board, lodging, or other compensation actually furnished to the employee;
7 Total hours worked in the payroll period and applicable rates of pay."

8 65. All employers must provide employees accurate, itemized wage statements
9 showing, among other things, the total number of hours worked and the number of hours
10 worked at each corresponding rate of pay. Labor Code § 226.

11 66. Defendants knowingly failed to comply with Labor Code section 226 by, among
12 other things, failing to provide accurate itemized wage statements showing the total number of
13 hours worked and the number of hours worked at each corresponding rate of pay.

14 67. Labor Code section 226(e) states: "An employee suffering injury as a result of a
15 knowing and intentional failure by an employer to comply with subdivision (a) is entitled to
16 recover the greater of all actual damages or fifty dollars (\$50) for the initial pay period in which
17 a violation occurs and one hundred dollars (\$100) per employee for each violation in a
18 subsequent pay period, not exceeding an aggregate penalty of four thousand dollars (\$4,000),
19 and is entitled to an award of costs and reasonable attorneys' fees." Labor Code section
20 226(e)(2)(B) states: "An employee is deemed to suffer injury for purposes of this subdivision if
21 the employer fails to provide accurate and complete information as required by any one or
22 more of items (1) to (9), inclusive, of subdivision (a) and the employee cannot promptly and
23 easily determine from the wage statement alone one or more of the following: (i) The amount
24 of gross wages or net wages paid to the employee during the pay period or any other
25 information required to be provided on the itemized wage statement pursuant to items (2) to
26 (4), inclusive, (6) and (9) of subdivision (a)..." Because Plaintiff's wage statements did not
27 include, among other things, an accurate accounting of gross wages earned, or the accurate total
28 hours worked, he is deemed to have suffered injury.

69. Labor Code section 226.3 states, in part: “Any employer who violates subdivision (a) of section 226 shall be subject to a civil penalty in the amount of two hundred fifty dollars (\$250) per employee per violation in an internal citation and one thousand dollars (\$1,000) per employee for each violation in a subsequent citation, for which the employer fails to keep the records required in subdivision (a) of Section 226. The civil penalties provided for in this section are in addition to any other penalty provided by law.”

70. As a direct result of Defendants' violations alleged herein, Plaintiff and members of the Wage Statement Subclass have suffered, and continue to suffer, injury including substantial losses related to the use and enjoyment of such wages, lost interest on such monies and expenses and attorney's fees in seeking to compel Defendants to fully perform their obligations under state law, all to their respective damage in amounts according to proof at trial and within the jurisdictional limitations of this Court.

71. Plaintiff seeks to recover in a civil action all remedies including damages, unpaid wages, penalties, attorney's fees and costs, and injunctive relief to the fullest extent permissible including those permitted pursuant to Labor Code sections 226(e) and (h), 226.3, and Code of Civil Procedure section 1021.5.

FOURTH CAUSE OF ACTION

Failure to Timely Pay Wages Due During Employment
Cal. Labor Code §§ 204 and 210; Minimum Wages Section of IWC Wage Order 9-2001
(Plaintiff and each Plaintiff Class Member against each Defendant)

72. Plaintiff incorporates the preceding paragraphs of this Complaint.

73. Labor Code section 204(a) states in pertinent part: “All wages . . . earned by any person in any employment are due and payable twice during each calendar month, on days designated in advance by the employer as the regular paydays.”

74. Labor Code section 210 states in pertinent part: “(a) In addition to, and entirely independent and apart from, any other penalty provided in this article, every person who fails to

1 pay the wages of each employee as provided in Sections 201.3, 204, 204b, 204.1, 204.2, 205,
2 205.5, and 1197.5, shall be subject to a civil penalty as follows: (1) For any initial violation,
3 one hundred dollars (\$100) for each failure to pay each employee. (2) For each subsequent
4 violation, or any willful or intentional violation, two hundred dollars (\$200) for each failure to
5 pay each employee, plus 25 percent of the amount unlawfully withheld.”

6 75. The Minimum Wages Section of IWC Wage Order 9-2001, states: “Every
7 employer shall pay to each employee, on the established payday for the period involved, not
8 less than the applicable minimum wage for all hours worked in the payroll period, whether the
9 remuneration is measured by time, piece, commission or otherwise.”

10 76. Through Defendants’ conduct during the applicable statutory period including,
11 but not limited to, the conduct alleged herein, including that alleged on information and belief,
12 Defendants failed to pay Plaintiff and members of the Wage Statement Subclass (i) all wages
13 due and owing and (ii) all wages due and owing by the time set forth pursuant to Labor Code
14 section 204(a) and the Minimum Wages Section of IWC Wage Order 9-2001, including, but
15 not limited to, not paying all minimum wages.

16 77. As a direct result of Defendants’ violations alleged herein, Plaintiff and
17 members of the Plaintiff Class have suffered and continue to suffer substantial losses related to
18 the use and enjoyment of such wages, including lost interest on such monies and expenses and
19 attorney’s fees in seeking to compel Defendants to fully perform their obligations under state
20 law, all to their respective damage in amounts according to proof at trial and within the
21 jurisdictional limitations of this Court.

22 78. Plaintiff seeks to recover in a civil action all remedies including unpaid wages,
23 attorneys’ fees and costs, penalties and interest to the fullest extent permissible including those
24 permitted pursuant to Labor Code sections 210, 218.5, 218.6, 226.7, 1198, and Code of Civil
25 Procedure section 1021.5.

26 79. Plaintiff and Plaintiff Class Members have been deprived of their rightfully
27 earned wages as a direct and proximate result of Defendants’ failure to pay said compensation.
28 Plaintiff and Plaintiff Class Members are entitled to recover such amounts, plus interest

1 thereon, attorney's fees and costs.

2 80. In addition, Plaintiff and Plaintiff Class Members are entitled to penalties
3 pursuant to Labor Code section 210 as follows: (1) for Defendants' initial violation, \$100 for
4 each failure to pay each Plaintiff Class Member; and (2) for each of Defendants' subsequent
5 violations, or any willful or intentional violation, \$200 for each failure to pay each Plaintiff
6 Class Member, plus 25 percent of the amount unlawfully held.

7 **FIFTH CAUSE OF ACTION**

8 **Failure to Timely Pay Wages Due at Separation**
9 **Cal. Labor Code §§ 201-203; IWC Wage Order 9-2001**
10 **(By Plaintiff and each Waiting Time Subclass Member Against Each Defendant)**

11 81. Plaintiff incorporates the preceding paragraphs of this Complaint.

12 82. Labor Code section 201(a) states: "If an employer discharges an employee, the
13 wages earned and unpaid at the time of discharge are due and payable immediately."

14 83. Labor Code section 202(a) states: "If an employee not having a written contract
15 for a definite period quits his or her employment, his or her wages shall become due and
16 payable not later than 72 hours thereafter, unless the employee has given 72 hours previous
17 notice of his or her intention to quit, in which case the employee is entitled to his or her wages
18 at the time of quitting. Notwithstanding any other provision of law, an employee who quits
19 without providing a 72-hour notice shall be entitled to receive payment by mail if he or she so
20 requests and designates a mailing address. The date of the mailing shall constitute the date of
21 payment for purposes of the requirement to provide payment within 72 hours of the notice of
22 quitting."

23 84. Through Defendants' conduct during the applicable statutory period including,
24 but not limited to, the conduct alleged herein, including that alleged on information and belief,
25 Defendants willfully failed to provide Plaintiff and members of the Waiting Time Subclass
26 with all wages due and owing, including minimum wages, by the time specified by Labor Code
27 sections 201(a) and 202(a), as applicable.

28 85. Labor Code section 203(a) states, in relevant part: "If an employer willfully fails
to pay, without abatement or reduction, in accordance with sections 201, 201.3, 201.5, 202, and

205.5, any wages of an employee who is discharged or who quits, the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until an action therefore is commenced; but the wages shall not continue for more than 30 days.”

86. Defendants had a consistent and uniform policy of willfully failing to timely pay earned wages to former employees. If an employer willfully fails to timely pay such wages the employer must, as a penalty, continue to pay the subject employee’s wages until paid or until an action is commenced. Labor Code § 203. The penalty cannot exceed 30 days of wages.

87. Waiting Time Subclass Members are no longer employed by Defendants.

88. As a direct result of Defendants’ violations alleged herein, Plaintiff and members of the Waiting Time Subclass have suffered and continue to suffer substantial losses related to the use and enjoyment of such wages, including lost interest on such monies and expenses and attorneys’ fees in seeking to compel Defendants to fully perform their obligation under state law, all to their respective damage in amounts according to proof at trial and within the jurisdictional limitations of this Court.

89. Plaintiff seeks to recover in a civil action all remedies to the fullest extent permissible including those permitted pursuant to Labor Code section 203 and Code of Civil Procedure 1021.5.

SIXTH CAUSE OF ACTION

Violation of the Unfair Competition Law Bus. & Prof. Code §§ 17200, *et seq.*

(Plaintiff and each UCL Subclass Member against each Defendant)

90. Plaintiff incorporates the preceding paragraphs of this Complaint.

91. Business & Professions Code section 17200 states: “As used in this chapter, unfair competition shall mean and include any unlawful, unfair or fraudulent business act or practice and unfair, deceptive, untrue or misleading advertising and any act prohibited by Chapter 1 (commencing with section 17500) of Part 3 of Division 7 of the Business and Professions Code.”

92. Through Defendants’ conduct during the applicable statutory period including, but not limited to, the conduct alleged herein, including that alleged on information and belief,

1 Defendants have engaged in unlawful, unfair, or fraudulent business practices in California by
2 practicing, employing, and utilizing, the employment practices outlined in the preceding
3 paragraphs all in violation of California law and the Industrial Welfare Commission Wage
4 Orders. Defendants' use of such practices constitutes an unfair business practice, unfair
5 competition, and provides an unfair advantage over Defendants' competitors doing business in
6 the State of California that comply with their obligations to properly provide employment
7 conditions in compliance with the law and pay employees for all earned wages and
8 compensation as required by law.

9 93. Defendants' violations of the Labor Code and the Industrial Welfare
10 Commission Wage Orders, and their scheme to lower payroll costs as alleged herein, constitute
11 unlawful business practices because these actions were done in a systematic manner over a
12 period of time to the detriment of Plaintiff and the Plaintiff Class. The acts complained of
13 herein occurred within the last four (4) years preceding the filing of this complaint and include,
14 but are not limited to, failure to (i) pay minimum regular wages both during and after
15 separation of employment; (ii) maintain accurate records; (iii) provide and maintain accurate
16 itemized wage statements; (iv) pay timely wages during employment; (v) pay timely wages
17 upon separation of employment; and (vi) indemnify employees for their expenses and losses.

18 94. As a result of Defendants' unlawful and unfair conduct, Plaintiff and Plaintiff
19 Class Members suffered injury in fact.

20 95. Defendants' failure to pay Plaintiff and members of the Plaintiff Class and
21 Subclasses for all reporting time, as required by the applicable Wage Orders and the Labor
22 Code, as alleged, constitutes unlawful activity prohibited by Business and Professions Code
23 sections 17200, *et seq.*

24 96. The actions of Defendants in failing to pay Plaintiff and members of the Plaintiff
25 Class in a lawful manner constitute false, unfair, fraudulent, and deceptive business practices,
26 within the meaning of Business and Professions Code sections 17200, *et seq.*

27 97. Plaintiff and Plaintiff Class Members seek declaratory and injunctive relief,
28 restitution, and other appropriate equitable relief. Cal. Bus. & Prof. Code §§ 17203, 17204.

1 98. Pursuant to California Code of Civil Procedure section 1021.5, Plaintiff and
2 Plaintiff Class Members are entitled to recover reasonable attorneys' fees, costs, and expenses
3 incurred in bringing this action.

4 99. This cause of action is brought as a cumulative remedy and is intended as an
5 alternative remedy for restitution for Plaintiff, and each Subclass Member, for the four (4) year
6 period before the filing of this Complaint, and as the primary remedy during the fourth year
7 before the filing of this Complaint. Business and Professions Code § 17205.

8 100. As a result of Defendants' unlawful and unfair business practice of failing to pay
9 earned wages, each Plaintiff Class Member has suffered damages and is entitled to restitution
10 in an amount according to proof.

11 101. The illegal conduct alleged is continuing and there is no indication that
12 Defendants will discontinue such activity in the future. Plaintiff alleges that if Defendants are
13 not enjoined from the conduct set forth in this Complaint, they will continue to fail to pay all
14 wages as required by law.

15 102. As a direct and proximate result of Defendants' conduct, Defendants have
16 received and will continue to receive monies that rightfully belong to members of the general
17 public who have been adversely affected by Defendants' conduct, as well as to Plaintiff by
18 virtue of unpaid wages and other monies.

19 103. Plaintiff is entitled to and seek any and all available remedies including
20 restitution and recovery of reasonable attorneys' fees pursuant to California Code of Civil
21 Procedure section 1021.5, Business and Professions Code sections 17200, *et seq.*, the
22 substantial benefit doctrine, and/or the common fund doctrine.

23 **SEVENTH CAUSE OF ACTION**

24 **PAGA Civil Penalties for Failure to Pay Minimum Wages**
25 **(Plaintiff and Aggrieved Employees against Each Defendant)**

26 104. Plaintiff incorporates the preceding paragraphs of this Complaint.

27 105. "Notwithstanding any agreement to work for a lesser wage, any employee
28 receiving less than the legal minimum wage or the legal overtime compensation applicable to
the employee is entitled to recover in a civil action the unpaid balance of the full amount of this

1 minimum wage or overtime compensation, including interest thereon, reasonable attorney's
2 fees, and costs of suit." Labor Code § 1194(a).

3 106. The Minimum Wages Section of IWC Wage Order 9-2001 provides that an
4 employer may not pay employees less than the applicable minimum wage for all hours worked.
5 Plaintiff and other similarly-situated employees are not exempt from the Minimum Wages
6 Section of the applicable IWC Wage Order, which requires employers to pay minimum wages
7 for all hours worked.

8 107. By failing to pay at least minimum wages for all hours worked, including due to
9 rounding and paying on rounded time entries as opposed to actual hours worked, Defendants
10 violated Labor Code section 1194 and IWC Wage Order 9-2001.

11 108. Plaintiff will seek \$100 for the initial pay period an employee was underpaid,
12 and \$200 for each subsequent violation. Funds recovered will be distributed in accordance with
13 the PAGA, with 75% of the civil penalties provided to the LWDA on behalf of the State of
14 California. The amount of the applicable penalty will be proven at trial.

15 **EIGHTH CAUSE OF ACTION**

16 **PAGA Civil Penalties for Failure to Reimburse Necessary Business Expenses**
17 **(Plaintiff and Aggrieved Employees against Each Defendant)**

18 109. Plaintiff incorporates the preceding paragraphs of this Complaint.

19 110. By failing to reimburse Plaintiff and other aggrieved employees for their
20 business-related expenses, including personal cell phone expenses and expenses related to,
21 maintenance of safety gear and uniforms, Defendants willfully violation Labor Code section
22 2802.

23 111. Labor Code § 2699(a) provides: "[A]ny provision of this code that provides for
24 a civil penalty to be assessed and collected by the Labor and Workforce Development Agency
25 or any of its departments, divisions, commissions, boards, agencies, or employees, for a
26 violation of this code, may, as an alternative, be recovered through a civil action brought by an
27 aggrieved employee on behalf of himself or herself and other current or former employees
28 pursuant to the procedures specified in Section 2699.3."

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112. Labor Code § 2699(f)(2) provides: “For all provisions of this code except those for which a civil penalty is specifically provided, there is established a civil penalty for a violation of these provisions [] (2) If, at the time of the alleged violation, the person employs one or more employees, the civil penalty is one hundred dollars (\$100) for each aggrieved employee per pay period for the initial violation and two hundred dollars (\$200) for each aggrieved employee per pay period for each subsequent violation.”

113. During the applicable statutory period, Defendants failed to reimburse business-related expenses. Plaintiff will seek penalties of \$100 for the initial pay period an employee was underpaid, and \$200 for each subsequent violation. Labor Code § 2699(f)(2). Funds recovered will be distributed in accordance with the PAGA, with 75% of the civil penalties provided to the LWDA on behalf of the State of California. The amount of the applicable penalty will be proven at trial.

NINTH CAUSE OF ACTION

PAGA Civil Penalties for Failure to Provide Accurate Itemized Wage Statements (Plaintiff and Aggrieved Employees against Each Defendant)

114. Plaintiff incorporates the preceding paragraphs of this Complaint.

115. California employers are required to provide itemized wage statements showing, among other things, “gross wages earned,” “total hours worked by the employee,” “net wages earned,” and “all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee.” Labor Code §§ 226(a)(1), (2), (5), (9).

116. By failing to provide accurate itemized wage statements showing the total gross wages earned, net wages earned, total hours worked, and all applicable hourly rates and the total number of hours worked at each rate, Defendants intentionally and willfully violated Labor Code section 226.

117. Labor Code section 226.3 provides for civil penalties for violations of Section 226.

118. Plaintiff will seek civil penalties of \$250 for the initial violation and \$1,000 for each subsequent violation. Labor Code § 226.3. Funds recovered will be distributed in

1 accordance with the PAGA, with 75% of the civil penalties provided to the LWDA on behalf
2 of the State of California. The amount of the applicable penalty will be proven at trial.

3 **TENTH CAUSE OF ACTION**

4 **PAGA Civil Penalties for Failure to Timely Pay Wages During Employment**
5 **(Plaintiff and Aggrieved Employees against Each Defendant)**

6 119. Plaintiff incorporates the preceding paragraphs of this Complaint.

7 120. An employer must pay “[a]ll wages, other than those mentioned in Section 201,
8 201.3, 202, 204.1, or 204.2, earned by any person in any employment...twice during each
9 calendar month, on days designated in advance by the employer as the regular paydays.” Labor
10 Code § 204.

11 121. By failing to pay Plaintiff and other aggrieved employees all earned minimum
12 wages, Defendants failed to pay these employees all wages due during their employment, in
13 violation of Labor Code section 204.

14 122. Plaintiff will seek penalties of \$100 for the initial pay period an employee was
15 not reimbursed, and \$200 for each subsequent violation. Labor Code § 2699(f)(2). Funds
16 recovered will be distributed in accordance with the PAGA, with 75% of the civil penalties
17 provided to the LWDA on behalf of the State of California. The amount of the applicable
18 penalty will be proven at trial.

19 **ELEVENTH CAUSE OF ACTION**

20 **PAGA Civil Penalties for Failure to Timely Pay Wages Due Upon Separation of**
21 **Employment**
22 **(Plaintiff and Aggrieved Employees against Each Defendant)**

23 123. Plaintiff incorporates the preceding paragraphs of this Complaint.

24 124. An employer must pay all wages owed to terminated employees at the time of
25 termination, or within 72 hours to employees who quit. Labor Code §§ 201-202. If an
26 employer willfully fails to timely pay all wages to separated employees, the wages continue at
27 the same rate for up to 30 days, until paid. Cal. Labor Code § 203.

28 125. Because Defendants failed to all minimum wages earned, Defendants also failed
to timely pay all final wages owed to Plaintiff and other aggrieved employees in violation of
Labor Code sections 201 and 202. Defendants did not pay waiting time penalties to Plaintiff

1 and other aggrieved employees for each day any portion of their final wages went unpaid, in
2 violation of Labor Code section 203.

3 126. Plaintiff will seek penalties of \$100 for the initial pay period an employee was
4 not reimbursed, and \$200 for each subsequent violation. Labor Code § 2699(f)(2). Funds
5 recovered will be distributed in accordance with the PAGA, with 75% of the civil penalties
6 provided to the LWDA on behalf of the State of California. The amount of the applicable
7 penalty will be proven at trial.

8 **TWELFTH CAUSE OF ACTION**
9 **PAGA Civil Penalties for Failure to Maintain Accurate Records**
10 **(Plaintiff and Aggrieved Employees against Each Defendant)**

11 127. Plaintiff incorporates the preceding paragraphs of this Complaint.

12 128. An employer must maintain payroll records showing hours worked daily by,
13 and wages paid to, its employees, in accordance with rules established by the Industrial
14 Welfare Commission. Labor Code § 1174. An employer must also maintain time records
15 showing when each work period begins and ends. IWC Wage Order(s), § 7.

16 129. Labor Code section 1174.5 imposes a \$500 civil penalty for any failure to
17 maintain records required by Section 1174(d).

18 130. By failing to maintain accurate records of when the employees began and ended
19 each work period, Defendants violated Labor Code section 1174.

20 131. Plaintiff will seek penalties of \$100 for the initial pay period an employee was
21 underpaid, and \$200 for each subsequent violation under Labor Code § 2699(f)(2) and/or
22 penalties provided for in Labor Code § 1174.5. Funds recovered will be distributed in
23 accordance with the PAGA, with 75% of the civil penalties provided to the LWDA on behalf
24 of the State of California. The amount of the applicable penalty will be proven at trial.

25 **VII. PRAYER FOR RELIEF**

26 WHEREFORE, Plaintiff prays for the following relief on behalf of himself, the
27 Plaintiff Class, and other aggrieved employees against Defendants:

28 1. Certification of this action as a class action and appointment of Plaintiff and
Plaintiff's counsel to represent the Plaintiff Class;

2. Provision of Class notice to Plaintiff Class Members as defined above;
3. A declaratory judgment that Defendants knowingly and intentionally violated:
 - a. California Labor Code sections 1194, 1197, 1197.1 by failing to pay minimum wages;
 - b. California Labor Code section 2802 by failing to reimburse necessary business-related expenses;
 - c. California Labor Code section 226 by failing to provide accurate, itemized wage statements;
 - d. California Labor Code section 204 by failing to pay wages due during employment;
 - e. California Labor Code section 203 by failing to pay waiting time penalties; and
 - f. California Business and Professions Code sections 17200, *et seq.* by engaging in unlawful or unfair business practices.
4. That Defendants be permanently enjoined from engaging in the unlawful or unfair acts and practices alleged;
5. An order requiring Defendants to pay restitution of all amounts owed to Plaintiff and Plaintiff Class Members, in an amount according to proof, pursuant to California Business and Professions Code section 17203;
6. Compensatory damages according to proof;
7. Statutory damages as provided under the Labor Code;
8. Liquidated damages as provided under the Labor Code;
9. Pre-judgment interest on all sums collected;
10. That this action be maintained as a PAGA Representative Action, and Plaintiff and his counsel be provided with enforcement capability as if the action were brought by the DLSE;
11. For recovery of all civil penalties as permitted by Labor Code section 2699, for unpaid wages owed pursuant to Labor Code sections 204, 510, and 1194, according to proof;

12. For recovery of all civil penalties as permitted by Labor Code section 2699, for failing to reimburse all necessary business-related expenses incurred, pursuant to Labor Code section 2802, according to proof;

13. For recovery of civil penalties as permitted by Labor Code section 2699, for inaccurate itemized wage statements pursuant to Labor Code sections 226 and 226.3, according to proof;

14. For recovery of civil penalties as permitted by Labor Code section 210 for failing to timely pay wages due during employment; according to proof;

15. For recovery of civil penalties as permitted by Labor Code section 256 for failing to timely provide final wages to employees upon separation from employment, according to proof;

16. For recovery of civil penalties under Labor Code section 2699(f)(2) for failing to pay statutory waiting time penalties due pursuant to Labor Code section 203, according to proof;

17. For recovery of civil penalties as permitted by Labor Code section 2699 and/or 1174.5, for failing to maintain accurate records pursuant to Labor Code section 1174, according to proof;

18. For all civil penalties to be distributed 75% to the LWDA and 25% to the aggrieved employees, pursuant to Labor Code section 2699(i);

19. For the Plaintiff to be recognized as a Representative of the LWDA and an “aggrieved employee,” and that he be awarded enhanced compensation for bringing this action should she prevail and provide benefit to California or other “aggrieved employees”;

20. Reasonable attorneys’ fees and costs, pursuant to Labor Code sections 218.5, 226, 226(h), 1194, 1197, the PAGA, and Code of Civil Procedure section 1021.5 or other applicable law;

21. Costs of suit; and,

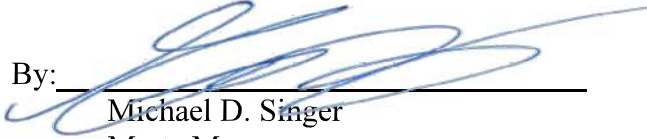
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22. Any other relief this Court deems proper.

COHELAN KHOURY & SINGER

Dated: January 4, 2024

By: 

Michael D. Singer

Marta Manus

Attorneys for Plaintiff Kenneth Malloy, on behalf of
himself and all others similarly situated and aggrieved

VIII. DEMAND FOR JURY TRIAL

Plaintiff demands a jury trial of all claims triable as of right by jury.

COHELAN KHOURY & SINGER

Dated: January 4, 2024

By: 

Michael D. Singer

Marta Manus

Attorneys for Plaintiff Kenneth Malloy, on behalf of
himself and all others similarly situated and aggrieved