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Attorneys for Plaintiff ALEJANDRO GONZALEZ GOMEZ,
on behalf of himself and others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF NAPA

ALEJANDRO GONZALEZ GOMEZ, on
behalf of himself and others similarly situated,

Plaintiff,

vs.

4KS INVESTMENTS LLC dba 4KS
DELIVERY, a Texas limited liability
company; and DOES 1 through 50, inclusive,

Defendants.

Case No. 23CV001342

CLASS ACTION

Assigned for All Purposes To:
Hon. Cynthia P. Smith
Dept.: A

**FIRST AMENDED CLASS ACTION
COMPLAINT FOR:**

1. Failure to Pay Minimum Wages;
2. Failure to Pay Wages and Overtime
Under Labor Code § 510;
3. Meal-Period Liability Under Labor Code §
226.7;
4. Rest-Break Liability Under Labor Code §
226.7;
5. Failure to Pay Vacation Wages;
6. Failure to Comply with Labor Code § 245 *et*
seq. and 246;
7. Reimbursement of Necessary Expenditures
Under Labor Code § 2802;
8. Violation of Labor Code § 226(a);
9. Failure to Keep Required Payroll
Records Under Labor Code §§ 1174 and
1174.5;
10. Penalties Pursuant to Labor Code § 203; and
11. Violation of Business & Professions Code §
17200 *et seq.*; and
12. Penalties Pursuant to Labor Code § 2699, *et*
seq.

DEMAND FOR JURY TRIAL

1 Plaintiff ALEJANDRO GONZALEZ GOMEZ, (hereinafter “Plaintiff”) on behalf of
2 himself and all others similarly situated (collectively, “Employees”; individually, “Employee”)
3 complains of Defendants, and each of them, as follows:

4 INTRODUCTION

5 1. Plaintiff brings this action on behalf of himself and all current and former
6 Employees within the State of California who, at any time four (4) years prior to the filing of this
7 lawsuit, are or were employed as non-exempt, hourly employees by Defendants 4KS
8 INVESTMENTS LLC dba 4KS DELIVERY, a Texas limited liability company, and DOES 1
9 through 50 (all defendants being collectively referred to herein as “Defendants”). Plaintiff alleges
10 that Defendants, and each of them, violated various provisions of the California Labor Code,
11 relevant orders of the Industrial Welfare Commission (IWC) and California Business &
12 Professions Code, and seeks redress therefore.

13 2. Plaintiff is a resident of California and during the time period relevant to this
14 Complaint was employed by Defendants as a non-exempt hourly employee within the State of
15 California at Defendants’ facilities and offices in California. Plaintiff and the other Class members
16 worked for Defendants in Napa County, and in other nonexempt positions, throughout California
17 and consistently worked at Defendants’ behest without being paid all wages due. More
18 specifically, Plaintiff and the other similarly situated Class members were employed by
19 Defendants and worked at Defendants’ offices and other facilities where the conduct giving rise to
20 the allegations in this Class Action Complaint occurred. Upon information and belief, Plaintiff
21 was employed by Defendants and (1) shared similar job duties and responsibilities, (2) was
22 subjected to the same policies and practices, and (3) endured similar violations at the hands of
23 Defendants as the other Employee Class members who served in similar and related positions.

24 3. Defendants required Plaintiff and the Employees in the Class to perform work
25 while remaining under Defendants’ control before and after being on the clock for their daily work
26 shift. Defendants further failed to accurately record time worked by Plaintiff and Employee Class
27 members by rounding hours worked to the nearest quarter hour to their detriment. Defendants thus
28 failed to pay Plaintiff and the Class members for all hours worked, and provided them with

1 inaccurate wage statements that prevented Plaintiff and the Class from learning of these unlawful
2 pay practices. Defendants also failed to provide Plaintiff and the Class with lawful meal and rest
3 periods, as employees were not provided with the opportunity to take timely, uninterrupted, and
4 duty-free meal and rest periods as required by the Labor Code.

5 **THE PARTIES**

6 **A. The Plaintiff**

7 4. Plaintiff ALEJANDRO GONZALEZ GOMEZ has resided in California and during
8 the time period relevant to this Complaint was employed by Defendants as a non-exempt hourly
9 employee within the State of California.

10 **B. The Defendants**

11 5. Defendant 4KS INVESTMENTS LLC dba 4KS DELIVERY ("4KS") is a Texas
12 limited liability company with its principle executive office in Concord, California, and has been
13 listed as the employer on the wage statements issued to Plaintiff during the relevant time period.
14 4KS lists a California address in Concord, California with the California Secretary of State, and
15 employs Class members in Napa County, including at Defendants' offices and facilities in Napa,
16 California, and throughout California and conducts business throughout California.

17 6. The true names and capacities, whether individual, corporate, associate, or
18 whatever else, of the Defendants sued herein as Does 1 through 50, inclusive, are currently
19 unknown to Plaintiff, who therefore sues these Defendants by such fictitious names under Code of
20 Civil Procedure § 474. Plaintiff is informed and believes and thereon alleges that Defendants
21 designated herein as Does 1 through 50, inclusive, and each of them, are legally responsible in
22 some manner for the unlawful acts referred to herein. Plaintiff will seek leave of court to amend
23 this Complaint to reflect the true names and capacities of the Defendants designated herein as
24 Does 1 through 50 when their identities become known.

25 7. Plaintiff is informed and believes and thereon alleges that each Defendant acted in
26 all respects pertinent to this action as the agent of the other Defendants, that Defendants carried
27 out a joint scheme, business plan, or policy in all respects pertinent hereto, and that the acts of
28 each Defendant are legally attributable to the other Defendants. Furthermore, Defendants acted in

1 all respects as the employers or joint employers of Employees. Defendants, and each of them,
2 exercised control over the wages, hours or working conditions of Employees, or suffered or
3 permitted Employees to work, or engaged, thereby creating a common law employment
4 relationship, with Employees. Therefore, Defendants, and each of them, employed or jointly
5 employed Employees.

6 **JURISDICTION AND VENUE**

7 8. This Court has jurisdiction over this Action pursuant to California Code of Civil
8 Procedure § 410.10 and California Business & Professions Code § 17203. This Action is brought
9 as a Class Action on behalf of similarly situated Employees of Defendants pursuant to California
10 Code of Civil Procedure § 382. Venue as to Defendants is also proper in this judicial district
11 pursuant to California Code of Civil Procedure § 395 *et seq.* Upon information and belief, the
12 obligations and liabilities giving rise to this lawsuit occurred at least in part in Napa County and
13 Defendants maintain and operate company offices and facilities in Napa County, and employ
14 Plaintiff and other Class members in Napa County and throughout California.

15 **FACTUAL BACKGROUND**

16 9. The Employees who comprise the Class and Collective, including Plaintiff, are
17 nonexempt employees pursuant to the applicable Wage Order of the IWC. Defendants hire
18 Employees who work in nonexempt positions at the direction of Defendants in the State of
19 California. Plaintiff and the Class members were either not paid by Defendants for all hours
20 worked or were not paid at the appropriate minimum, regular and overtime rates. Specifically,
21 Plaintiff and Employees were not paid for the time that they worked “pre-shift” and “post-shift”
22 without compensation by badging through two doors to enter the warehouse and walking five
23 minutes to a desk to clock-in, assisting other employees before clocking in, and moving vehicles
24 after clocking out. Plaintiff and Employees also performed off-the-clock work by driving to pick
25 up and drop of packages for Defendants’ management and receiving work related calls and
26 messages while off-the-clock. Additionally, Defendants’ electronic timekeeping system permitted
27 Defendants to record clock in and clock out times to the real-time minute. However, rather than
28 paying Plaintiff and the Class members for all hours and minutes they actually worked,

1 Defendants followed a uniform policy and practice of rounding all time entries to the nearest
2 quarter hour (i.e., to the nearest 15 increment), and generally did so to the detriment of the
3 Employees, and these unlawfully rounded time entries were inputted into Defendants' payroll
4 system from which wage statements and payroll checks were created. Defendants did so with the
5 intent of paying Class members only for the hours they were scheduled to work, rather than the
6 hours they were actually under Defendants' control. Plaintiff contends this policy is not neutral
7 and results, over time, to the detriment of the Class members by systematically
8 undercompensating them. Plaintiff also contends that Defendants failed to pay Plaintiff and the
9 Class members all wages due and owing, failed to provide meal and rest breaks, and failed to
10 furnish accurate wage statements, all in violation of various provisions of the California Labor
11 Code and applicable Wage Orders. Additionally, Defendants paid Plaintiffs and Employees
12 nondiscretionary commissions, incentive pay, and/or nondiscretionary bonuses. However, upon
13 information and belief, Defendants failed to incorporate all remunerations, including
14 nondiscretionary commissions, incentive pay, and/or nondiscretionary bonuses, into the
15 calculation of the regular rate of pay for purposes of calculating the overtime and double-time
16 wage rates. Therefore, during times when Plaintiffs and Employees worked overtime and received
17 nondiscretionary commissions, incentive pay, and/or nondiscretionary bonuses, Defendants failed
18 to pay all overtime wages by paying a lower overtime rate than required.

19 10. From at least four (4) years prior to the filing of this lawsuit and continuing to the
20 present, Defendants paid Plaintiffs and Employees nondiscretionary commissions, incentive pay,
21 and/or nondiscretionary bonuses. However, upon information and belief, Defendants failed to
22 incorporate all remunerations, including nondiscretionary commissions, incentive pay, and/or
23 nondiscretionary bonuses, into the calculation of the regular rate of pay for purposes of calculating
24 sick pay. Therefore, during times when Plaintiffs and Employees worked overtime and received
25 nondiscretionary commissions, incentive pay, and/or nondiscretionary bonuses, Defendants failed
26 to pay all sick pay by paying a lower overtime rate than required.

27 11. From at least four (4) years prior to the filing of this lawsuit and continuing to the
28 present, Defendants paid Plaintiffs and Employees nondiscretionary commissions, incentive pay,

1 and/or nondiscretionary bonuses. However, upon information and belief, Defendants failed to
2 incorporate all remunerations, including nondiscretionary commissions, incentive pay, and/or
3 nondiscretionary bonuses, into the calculation of the regular rate of pay for purposes of calculating
4 vacation pay. Therefore, during times when Plaintiffs and Employees worked overtime and
5 received nondiscretionary commissions, incentive pay, and/or nondiscretionary bonuses,
6 Defendants failed to pay all vacation pay by paying a lower overtime rate than required.

7 12. During the course of Plaintiff and the Class members' employment with
8 Defendants, they were not paid all wages they were owed, including for all work performed and
9 for all overtime hours worked and were forced to work during their meal and rest breaks to keep
10 labor budgets low. Defendants also failed to maintain timekeeping records for Plaintiff that would
11 permit him to discover the nature and extent of Defendants' unlawful rounding.

12 13. As a matter of uniform Company policy, Plaintiff and the Class members were
13 required to work during their meal and rest breaks which were not compensated by Defendants in
14 violation of the California Labor Code. Plaintiff and the Class members were also not paid
15 regular wages and overtime for the time they were required to comply with other requirements
16 imposed upon them, which they had to complete while working through their meal and rest
17 breaks and without compensation. As a result, Plaintiff and the Class members worked shifts over
18 eight (8) hours in a day and over forty (40) hours in a work week, but they were not paid at the
19 appropriate overtime rate for all such hours, including by being required to perform work duties
20 and tasks without pay and while off-the-clock and due to Defendants' unlawful rounding. As a
21 result, Plaintiff and the Class members worked substantial overtime hours during their
22 employment with Defendants for which they were not compensated, in violation of the California
23 Labor Code, applicable IWC Wage Orders.

24 14. As a result of the above described unlawful rounding, the daily work demands and
25 pressures to work through breaks, and the other wage violations they endured at Defendants'
26 hands, Plaintiff and the Class members were not properly paid for all wages earned and for all
27 wages owed to them by Defendants, including when working more than eight (8) hours in any
28 given day and/or more than forty (40) hours in any given week. As a result of Defendants'

1 unlawful policies and practices, Plaintiff and Class members incurred overtime hours worked for
2 which they were not adequately and completely compensated. To the extent applicable,
3 Defendants also failed to pay Plaintiff and the Class members at an overtime rate of 1.5 times the
4 regular rate for the first eight hours of the seventh consecutive work day in a week and overtime
5 payments at the rate of 2 times the regular rate for hours worked over eight (8) on the seventh
6 consecutive work day, as required under the Labor Code, applicable IWC Wage Orders.

7 15. Therefore, from at least four (4) years prior to the filing of this lawsuit and
8 continuing to the present, Defendants had a consistent policy or practice of failing to pay
9 Employees for all hours worked, and failing to pay minimum wage for all time worked as required
10 by California Law.

11 16. Additionally from at least four (4) years prior to the filing of this lawsuit and
12 continuing to the present, Defendants had a consistent policy or practice of failing to pay
13 Employees overtime compensation at premium overtime rates for all hours worked in excess of
14 eight (8) hours a day and/or forty (40) hours a week, and double-time rates for all hours worked in
15 excess of twelve (12) hours a day, in violation of Labor Code § 510 and the corresponding
16 sections of IWC Wage Orders.

17 17. Additionally from at least four (4) years prior to the filing of this lawsuit and
18 continuing to the present, Defendants have regularly required Employees to work shifts in excess
19 of five (5) hours without providing them with duty-free and uninterrupted meal periods of not less
20 than thirty (30) minutes and shifts in excess of ten (10) hours without providing them with second
21 meal periods of not less than thirty minutes; nor did Defendants pay Employees “premium pay,”
22 i.e. one hour of wages at each Employee’s effective regular rate of pay, for each meal period that
23 Defendants failed to provide or deficiently provided.

24 18. From at least four (4) years prior to the filing of this lawsuit and continuing to the
25 present, Defendants have consistently failed to provide Employees with paid rest breaks of not less
26 than ten (10) minutes for every work period of four (4) or more consecutive hours; nor did
27 Defendant pay Employees premium pay for each day on which requisite rest breaks were not
28 provided or were deficiently provided at one hour of wages at each Employee’s effective regular

1 rate of pay, for each rest period that Defendants failed to provide or deficiently provided.

2 19. Additionally, from at least four (4) years prior to the filing of this lawsuit, and
3 continuing to the present, Defendants have consistently failed to provide Employees with timely,
4 accurate, and itemized wage statements as required by California wage-and-hour laws.
5 Specifically, Defendants failed in their affirmative obligation to keep accurate records of the
6 correct overtime wages based on proper regular rate calculations that included nondiscretionary
7 commissions, incentive pay, and/or nondiscretionary bonuses earned, and the total amount of
8 compensation of their Employees. Moreover, the wage statements given to Employees by
9 Defendants failed to accurately account for wages, overtime, and premium pay for deficient meal
10 periods and rest breaks all of which Defendants knew or reasonably should have known were
11 owed to Employees, as alleged hereinabove. Additionally, Defendants' wage statements failed to:
12 include the total hours worked in violation of Labor Code § 226(a)(2), include the dates of the
13 period for which Employees are paid in violation of Labor Code § 226(a)(6), and accurately set
14 forth all applicable hourly rates in effect during the pay period in violation of Labor Code §
15 226(a)(9). The wage statements provided to Employees were confusing and required Employees to
16 engage in discovery and refer to outside sources to verify whether their pay was correct and
17 potentially resulting in a miscalculation by the Employees.

18 20. Additionally, from at least four (4) years prior to the filing of this lawsuit, and
19 continuing to the present, Defendants have consistently failed to provide Employees with timely,
20 accurate, and itemized wage statements, in writing, as required by California wage-and-hour laws.

21 21. From at least four (4) years prior to the filing of this lawsuit and continuing to the
22 present, Defendants have failed to reimburse Employees for expenses necessarily incurred in the
23 performance of their job duties for Defendants including, but not limited to, the cost of cellphone
24 usage, uniform cleaning and maintenance, internet usage when working from home, power tools,
25 and mileage for driving personal vehicles for work purposes, which were necessary to perform
26 their duties under Defendants' employ in violation of Labor Code § 2802.

27 22. Additionally, from at least three (3) years prior to the filing of this lawsuit, and
28 continuing to the present, Defendants have consistently failed to keep accurate time and wage

records as required by California wage-and-hour laws.

23. Additionally, from at least four (4) years prior to filing this lawsuit and continuing to the present, Defendants have had a consistent policy of failing to pay all wages fur and owed to Employees at the time of their termination of within seventy-two (72) hours of their resignation, as required by California wage-and-hour laws.

24. In light of the foregoing, Employees bring this action pursuant to, inter alia, Labor Code §§ 201, 202, 203, 204, 210, 226, 226.3, 226.7, 227.3, 245 *et seq.*, 246, 510, 512, 558, 558.1, 1174, 1174.5, 1182.12, 1185, 1194, 1194.2, 1197, 1198, 1199, 2698, 2699, *et seq.* and 2802.

25. Furthermore, pursuant to Business and Professions Code §§ 17200-17208, Employees seek injunctive relief, restitution, and disgorgement of all benefits Defendants have enjoyed from their violations of Labor Code.

CLASS ALLEGATIONS

26. Plaintiff brings this class action on behalf of himself and all others similarly situated pursuant to Code of Civil Procedure § 382. Plaintiff seeks to represent a class defined as follows: all individuals employed by Defendants, at any time within four (4) years of the filing of this lawsuit, and that have been employed by Defendants within the State of California.

27. Further, Plaintiff seeks to represent the following Subclasses composed of and defined as follows:

a. Subclass 1. Minimum Wages Subclass. All Class members who were not compensated for all hours worked for Defendants at the applicable minimum wage.

b. Subclass 2. Wages and Overtime Subclass. All Class members who were not compensated for all hours worked for Defendants at the required rates of pay, including for all hours worked in excess of eight in a day and/or forty in a week.

c. Subclass 3. Vacation Wages Subclass. All Class members who were not compensated at the Employee's regular rate of pay for their vacation wages.

d. Subclass 4. Sick Pay Subclass. All Class members who were not compensated at the Employee's regular rate of pay for their sick pay wages.

e. Subclass 5. Meal Period Subclass. All Class members who were subject to

Defendants' policy and/or practice of failing to provide unpaid 30-minute uninterrupted and duty free meal periods or one hour of pay at the Employee's regular rate of pay in lieu thereof.

f. Subclass 6. Rest Break Subclass. All Class members who were subject to Defendants' policy and/or practice of failing to authorize and permit Employees to take uninterrupted, duty-free, 10-minute rest periods for every four hours worked, or major fraction thereof, and failing to pay one hour of pay at the Employee's regular rate of pay in lieu thereof.

g. Subclass 7. Payroll Records Subclass. All Class members who were subject to Defendants' policy and/or practice of failing to keep accurate time and wage records as required by California wage-and-hour laws.

h. Subclass 8. Wage Statement Subclass. All Class members who, within the applicable limitations period, were not provided with accurate itemized wage statements.

i. Subclass 9. Failure to Reimburse for Necessary Business Expenditures. All Class members who were subject to Defendants failing to reimburse for expenses necessarily incurred in the performance of Employees job duties for Defendants which were necessary to perform their duties under Defendants' employ.

j. Subclass 10. Termination Pay Subclass. All Class members who, within the applicable limitations period, either voluntarily or involuntarily separated from their employment and were subject to Defendants' policy and/or practice of failing to timely pay wages upon termination.

k. Subclass 11. UCL Subclass. All Class members who are owed restitution as a result of Defendants' business acts and practices, to the extent such acts and practices are found to be unlawful, deceptive, and/or unfair.

28. Plaintiff reserves the right under California Rule of Court 3.765 to amend or modify the class description with greater particularity or further division into subclasses or limitation to particular issues.

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

1 **A. Numerosity**

2 30. The potential members of the class as defined are so numerous that joinder of all
3 the member of the class is impracticable. While the precise number of class member has not been
4 determined at this time, Plaintiff is informed and believes that Defendants employ or, during the
5 time period relevant to this lawsuit, employed more than 100 individuals within the State of
6 California.

7 31. Accounting for employee turnover during the relevant time period increases this
8 number substantially. Plaintiff alleges that Defendants' employment records will provide
9 information as to the number and location of all class members.

10 **B. Commonality**

11 32. There are questions of law and fact common to the class that predominate over any
12 questions affecting only individual class members. These common questions of law and fact
13 include:

- 14 a. Whether Defendants failed to pay Employees minimum wages;
15 b. Whether Defendants failed to pay Employees wages for all hours worked;
16 c. Whether Defendants failed to pay Employees overtime as required under Labor
17 Code § 510;
18 d. Whether Defendants failed to pay Employees vacation wages as required under
19 Labor Code § 227.3;
20 e. Whether Defendants failed to pay Employees sick pay as required under Labor
21 Code § 245;
22 f. Whether Defendants violated Labor Code §§ 226.7 and 512, and the applicable
23 IWC Wage Orders, by failing to provide Employees with requisite meal periods or
24 premium pay in lieu thereof;
25 g. Whether Defendants violated Labor Code §§ 226.7, and the applicable IWC Wage
26 Orders, by failing to provide Employees with requisite rest breaks or premium pay
27 in lieu thereof;
28 h. Whether Defendants violated Labor Code § 226(a);

- i. Whether Defendants violated Labor Code §§ 1174 and 1174.5;
- j. Whether Defendants failed to reimburse Employees for necessary business expenses;
- k. Whether Defendants violated Labor Code §§ 201, 202, and 203 by failing to pay wages and compensation due and owing at the time of termination of employment;
- l. Whether Defendants are liable for penalties under Labor Code § 2699, *et seq.*;
- l. Whether Defendants violated Business and Professions Code § 17200 *et seq.*; and
- m. Whether Employees are entitled to equitable relief pursuant to Business and Professions Code § 17200 *et seq.*

C. Typicality

33. The claims of the named plaintiff are typical of those of the other Employees. Employees all sustained injuries and damages arising out of and caused by Defendants' common course of conducts in violation of statutes, as well as regulations that have the force and effect of law, as alleged herein.

D. Adequacy of Representation

34. Plaintiff will fairly and adequately represent and protect the interest of Employees. Counsel who represents Employees are experienced and competent in litigating employment class actions.

E. Superiority of Class Action

35. A class action is superior to other available means for the fair and efficient adjudication of this controversy. Individual joinder of all Employees is not practicable, and questions of law and fact common to all Employees predominate over any questions affecting only individual Employees. Each Employee has been damaged and is entitled to recovery by reason of Defendants' illegal policies or practices of failing to compensate Employees properly.

36. Class action treatment will allow those persons similarly situated to litigate their claims in the manner that is most efficient and economical for the parties and the judicial system. Plaintiff is unaware of any difficulties in managing this case that should preclude class action.

///

FIRST CAUSE OF ACTION
FAILURE TO PAY MINIMUM WAGES
(Against All Defendants)

37. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in full herein.

38. Defendants failed to pay Employees minimum wages for all hours worked. Defendants had a consistent policy of misstating Employees time records and failing to pay Employees for all hours worked. Employees would work hours and not receive wages, including as alleged above in connection with working during meal breaks, rounding of timekeeping entries, and working “pre-shift” and “post-shift” without compensation by badging through two doors to enter the warehouse and walking five minutes to a desk to clock-in, assisting other employees before clocking in, and moving vehicles after clocking out. Plaintiff and Employees also performed off-the-clock work by driving to pick up and drop off packages for Defendants’ management and receiving work related calls and messages while off-the-clock. Additionally, Defendants had a consistent policy of failing to pay Employees for hours worked during alleged meal periods for which Employees were consistently denied, as also addressed herein. Defendants have also intentionally and improperly rounded, changed, adjusted, and/or modified Employee hours, while benefiting Defendants. Defendants thus regularly failed to pay minimum wages to Plaintiff and Class members, including by unlawful rounding to their detriment. Moreover, Defendants did not pay Plaintiff and Employees at the applicable minimum wage for all hours worked. Defendants’ uniform pattern of unlawful wage and hour practices manifested, without limitation, applicable to the Class as a whole, as a result of implementing a uniform policy and practice that denied accurate compensation to Plaintiff and the other members of the Class as to minimum wage pay.

39. California Labor Code § 1197, entitled “Pay of Less Than Minimum Wage” states:

The minimum wage for employees fixed by the commission is the minimum wage to be paid to employees, and the payment of a less wage than the minimum so fixed is unlawful.

1 40. The applicable minimum wages fixed by the commission for work during the
2 relevant period is found in the Wage Orders. Pursuant to the Wage Orders, Employees are
3 therefore entitled to double the minimum wage during the relevant period.

4 41. The minimum wage provisions of California Labor Code are enforceable by private
5 civil action pursuant to California Labor Code § 1194(a) which states:

6 Notwithstanding any agreement to work for a lesser wage, any
7 employee receiving less than the legal minimum wage or the legal
8 overtime compensation applicable to the employee is entitled to
9 recover in a civil action the unpaid balance of the full amount of this
minimum wage or overtime compensation, including interest
thereon, reasonable attorney's fees and costs of suit.

10 42. As described in California Labor Code §§ 1185 and 1194.2, any action for wages
11 incorporates the applicable Wage Order of the California Industrial Welfare Commission.

12 43. California Labor Code § 1194.2 also provides for the following remedies:

13 In any action under Section 1194 . . . to recover wages because of
14 the payment of a wage less than the minimum wages fixed by an
15 order of the commission, an employee shall be entitled to recover
liquidated damages in an amount equal to the wages unlawfully
unpaid and interest thereon.

16 44. Defendants have the ability to pay minimum wages for all time worked and have
17 willfully refused to pay such wages with the intent to secure for Defendants a discount upon this
18 indebtedness with the intent to annoy, harass, oppress, hinder, delay, or defraud Employees.

19 45. Wherefore, Employees are entitled to recover the unpaid minimum wages
20 (including double minimum wages), liquidated damages in an amount equal to the minimum
21 wages unlawfully unpaid, interest thereon and reasonable attorney's fees and costs of suit pursuant
22 to California Labor Code § 1194(a).

23 **SECOND CAUSE OF ACTION**

24 **FAILURE TO PAY WAGES AND OVERTIME UNDER LABOR CODE § 510**

25 **(Against All Defendants)**

26 46. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in
27 full herein.

28 47. By their conduct, as set forth herein, Defendants violated California Labor Code §

1 510 (and the relevant orders of the Industrial Welfare Commission) by failing to pay Employees:
2 (a) time and one-half their regular hourly rates for hours worked in excess of eight (8) hours in a
3 workday or in excess of forty (40) hours in any workweek or for the first eight (8) hours worked
4 on the seventh day of work in any one workweek; or (b) twice their regular rate of pay for hours
5 worked in excess of twelve (12) hours in any one (1) day or for hours worked in excess of eight
6 (8) hours on any seventh day of work in a workweek. Defendants had a consistent policy of not
7 paying Employees wages for all hours worked including time off the clock working “pre-shift”
8 and “post-shift” without compensation by badging through two doors and walking five minutes
9 to clock-in at a computer, assisting other employees before clocking-in, and routinely performing
10 work, including moving vehicles after clocking out. Plaintiff and Class members also performed
11 off-the-clock work by picking up and dropping off packages for Defendants’ management and
12 receiving work related calls and messages off-the-clock. As discussed above, Defendants also
13 consistently improperly rounded down time entries to the nearest quarter hour, changed, adjusted,
14 and/or modified Plaintiff and Class members’ hours in order to avoid paying them for all hours
15 worked.

16 48. Employees regularly worked over 8 hours on a given day without receiving
17 overtime compensation.

18 49. Furthermore, on information and belief, Defendants did not pay Plaintiffs and
19 Employees the correct overtime rate for the recorded overtime hours that they generated. In
20 addition to an hourly wage, Defendants paid Plaintiffs and Employees nondiscretionary
21 commissions, incentive pay, and/or nondiscretionary bonuses. However, upon information and
22 belief, Defendants failed to incorporate all remunerations, including nondiscretionary
23 commissions, incentive pay, and/or nondiscretionary bonuses, into the calculation of the regular
24 rate of pay for purposes of calculating the overtime wage rate.

25 50. Therefore, during times when Plaintiffs and Employees worked overtime and
26 received nondiscretionary commissions, incentive pay, and/or nondiscretionary bonuses,
27 Defendants failed to pay all overtime wages by paying a lower overtime rate than required.

28 51. Defendants’ failure to pay compensation in a timely fashion also constituted a

1 violation of California Labor Code § 204, which requires that all wages shall be paid
2 semimonthly. From four (4) years prior to the filing of this lawsuit to the present, in direct
3 violation of that provision of the California Labor Code, Defendants have failed to pay all wages
4 and overtime compensation earned by Employees. Each such failure to make a timely payment of
5 compensation to Employees constitutes a separate violation of California Labor Code § 204.

6 52. Employees have been damaged by these violations of California Labor Code §§
7 204 and 510 (and the relevant orders of the Industrial Welfare Commission).

8 53. Consequently, pursuant to California Labor Code §§ 204, 510, and 1194 (and the
9 relevant orders of the Industrial Welfare Commission), Defendants are liable to Employees for
10 the full amount of all their unpaid wages and overtime compensation, with interest, plus their
11 reasonable attorneys' fees and costs.

12 **THIRD CAUSE OF ACTION**

13 **MEAL-PERIOD LIABILITY UNDER LABOR CODE § 226.7**

14 **(Against All Defendants)**

15 54. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in
16 full herein.

17 55. Employees regularly worked shifts greater than five (5) hours and greater than ten
18 (10) hours. Pursuant to Labor Code § 512 an employer may not employ someone for a shift of
19 more than five (5) hours without providing him or her with a meal period of not less than thirty
20 (30) minutes or for a shift of more than ten (10) hours without providing him or her with a second
21 meal period of not less than thirty (30) minutes.

22 56. Defendants failed to provide Employees with meal periods as required under the
23 Labor Code. Defendants also had a policy requiring Employees to always carry and keep their
24 work phone on, including during meal breaks resulting in on-duty and interrupted meal breaks.
25 Employees were consistently required to work through their meal periods which they were
26 consistently denied. Employees were also required to take meal periods after working well beyond
27 the five (5) hour shifts. Furthermore, Employees were regularly required to work for more than 10
28 hours in a given shift without receiving a second uninterrupted thirty (30) minute meal period as

1 required by law.

2 57. Moreover, Defendants failed to compensate Employees for each meal period not
3 provided or inadequately provided, as required under Labor Code § 226.7 and paragraphs 11 and
4 20 of the applicable IWC Wage Orders, which provide that, if an employer fails to provide an
5 employee a meal period in accordance with this section, the employer shall pay the employee one
6 hour of pay at the employee's regular rate of compensation for each workday that the meal period
7 is not provided. Defendants failed to compensate the Employees in the Class for each meal period
8 not provided or inadequately provided, as required under Labor Code § 226.7 and paragraphs 11
9 and 20 of the applicable IWC Wage Order. Additionally, as detailed above, when Defendants did
10 pay meal period premiums, they did so at the normal regular rate of pay without factoring in all
11 forms or remuneration/compensation or by otherwise incorrectly calculating the regular rate.

12 58. Therefore, pursuant to Labor Code § 226.7, Employees are entitled to damages in
13 an amount equal to one (1) hour of wages at their effective hourly rates of pay for each meal
14 period not provided or deficiently provided, a sum to be proven at trial.

15 **FOURTH CAUSE OF ACTION**

16 **REST-BREAK LIABILITY UNDER LABOR CODE § 226.7**

17 **(Against All Defendants)**

18 59. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in
19 full herein.

20 60. Employees consistently worked consecutive four (4) hour shifts. Pursuant to the
21 Labor Code and the applicable IWC Wage Order, Employees were entitled to paid rest breaks of
22 not less than ten (10) minutes for each consecutive four (4) hour shift.

23 61. Defendants failed to provide Employees with timely, duty-free, and uninterrupted
24 rest breaks of not less than ten (10) minutes for each consecutive four (4) hour shift. Defendants
25 also had a policy requiring Employees to always carry and keep their work phone on, including
26 during rest breaks resulting in on-duty and uninterrupted rest breaks.

27 62. Moreover, Defendants failed to compensate Employees for each rest period not
28 provided or inadequately provided, as required under Labor Code § 226.7 and the applicable IWC

1 Wage Orders, which provide that, if an employer fails to provide an employee a rest period in
2 accordance with this section, the employer shall pay the employee one hour of pay at the
3 employee's regular rate of compensation for each workday that the rest period is not provided.
4 Defendants failed to compensate the Employees in the Class for each rest period not provided or
5 inadequately provided, as required under Labor Code § 226.7 and the applicable IWC Wage
6 Order. Additionally, as detailed above, when Defendants did pay rest period premiums, they did
7 so at the normal regular rate of pay without factoring in all forms or remuneration/compensation
8 or by otherwise incorrectly calculating the regular rate.

9 63. Therefore, pursuant to Labor Code § 226.7, Employees are entitled to damages in
10 an amount equal to one (1) hour of wages at their effective hourly rates of pay for each day
11 worked without the required rest breaks, a sum to be proven at trial.

12 **FIFTH CAUSE OF ACTION**
13 **FAILURE TO PAY VACATION WAGES**
14 **(Against All Defendants)**

15 64. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in
16 full herein.

17 65. Pursuant to California Labor Code § 227.3, whenever a contract of employment or
18 employment policy provides for paid vacation and an employee is terminated without having
19 taken off his vested vacation time, all vested vacation shall be paid to him as wages at his final rate
20 in accordance with said contract of employment or policy respecting eligibility or time served.

21 66. Defendants paid nondiscretionary commissions, incentive pay, and/or
22 nondiscretionary bonuses to Employees but Defendants failed to include these forms of
23 remuneration in the regular rate of pay upon which vacation wages were calculated and paid.

24 67. Therefore, pursuant to, Plaintiff and Employees seek to recover penalties pursuant
25 to Labor Code § 227.3.

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1 **SIXTH CAUSE OF ACTION**

2 **FAILURE TO COMPLY WITH LABOR CODE § 245 *ET SEQ.* AND 246**

3 **(Against All Defendants)**

4 68. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in
5 full herein.

6 69. California Labor Code § 245 *et seq.* requires that Defendants provide paid sick time
7 to Employees, including at the amount, terms, and rate of compensation set forth in said law. At
8 times relevant, Defendants have failed to compute the amount due for paid sick time in
9 conformance with the pay calculation under California Labor Code § 246(1).

10 70. Defendants paid nondiscretionary commissions, incentive pay, and/or
11 nondiscretionary bonuses to Employees but Defendants failed to include these forms of
12 remuneration in the regular rate of pay upon which sick pay was calculated and paid. Rather than
13 calculating the amount of paid sick time due when sick time is used according to the requirements
14 set forth in California Labor Code § 246(1), Defendants paid sick leave to Employees at a lower
15 rate, in violation of the law.

16 71. Therefore, Plaintiff and Employees seek to recover penalties pursuant to Labor
17 Code §§ 245 *et seq.* 246.

18 **SEVENTH CAUSE OF ACTION**

19 **FAILURE TO REIMBURSE FOR NECESSARY BUSINESS EXPENDITURES**

20 **IN VIOLATION OF LABOR CODE § 2802**

21 **(Against All Defendants)**

22 72. Plaintiffs re-allege and incorporate all preceding paragraphs, as though set forth in
23 full herein.

24 73. Under Labor Code § 2802(a) an employer must indemnify its employees for all
25 necessary expenditures or losses incurred by the employee in direct consequence of the discharge
26 of his or her duties, or of his or her obedience to the directions of the employer.

27 74. Employees incurred necessary expenditures in the performance of their job duties
28 for Defendants, including the cost of cell phone usage, supplying their own power tools, uniform

1 cleaning and maintenance, home internet usage for remote work, and mileage for driving personal
2 vehicles for work purposes, which was necessary to perform their duties under Defendants'
3 employ. From four (4) years prior to the original filing of this lawsuit and continuing to the
4 present, Defendants consistently failed to reimburse Employees for these necessarily incurred
5 business expenses.

6 75. As a result of the unlawful acts of Defendants, Employees have been deprived of
7 reimbursement in amounts to be determined at trial; they are entitled to recovery of such amounts,
8 plus interest and penalties thereon, attorneys' fees, and costs.

9 **EIGHTH CAUSE OF ACTION**
10 **VIOLATION OF LABOR CODE § 226(a)**
11 **(Against All Defendants)**

12 76. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in
13 full herein.

14 77. California Labor Code § 226(a) requires an employer to furnish each of his or her
15 employees with an accurate, itemized statement in writing showing the gross and net earnings,
16 total hours worked, and the corresponding number of hours worked at each hourly rate; these
17 statements must be appended to the detachable part of the check, draft, voucher, or whatever else
18 serves to pay the employee's wages; or, if wages are paid by cash or personal check, these
19 statements may be given to the employee separately from the payment of wages; in either case the
20 employer must give the employee these statements twice a month or each time wages are paid.

21 78. Defendants failed to provide Employees with accurate itemized wage statements in
22 writing, as required by the Labor Code. Specifically, the wage statements given to Employees, by
23 Defendants, failed to include the above requirements enumerated above. Employees' wage
24 statements did not include: the total hours worked in violation of Labor Code § 226(a)(2), the
25 dates of the period for which Employees are paid in violation of Labor Code § 226(a)(6), and
26 failed to accurately set forth all applicable hourly rates in effect during the pay period in violation
27 of Labor Code § 226(a)(9). Defendants also failed in their affirmative obligation to keep accurate
28 records of the correct overtime wages based on proper regular rate calculations that included

1 nondiscretionary commissions, incentive pay, and/or nondiscretionary bonuses earned, and the
2 total amount of compensation of their Employees. Moreover, the wage statements given to
3 Employees by Defendants failed to accurately account for wages, overtime, and premium pay for
4 deficient meal periods and rest breaks, and reflected incorrect hours worked due to the rounding of
5 timekeeping entries all of which Defendants knew or reasonably should have known were owed to
6 Employees, as alleged hereinabove. The wage statements provided to Employees were confusing
7 and required Employees to engage in discovery and refer to outside sources to verify whether their
8 pay was correct and potentially resulting in a miscalculation by the Employees.

9 79. As a direct and proximate cause of Defendants' violation of Labor Code § 226(a),
10 Employees suffered injuries, including among other things confusion over whether they received
11 all wages owed them, the difficulty and expense involved in reconstructing pay records, and
12 forcing them to make mathematical computations to analyze whether the wages paid in fact
13 compensated them correctly for all hours worked.

14 80. Pursuant to Labor Code §§ 226(a) and 226(e), Employees are entitled to recover
15 the greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation
16 occurs and one hundred dollars (\$100) for each violation in a subsequent pay period, not
17 exceeding an aggregate penalty of four thousand dollars (\$4,000). They are also entitled to an
18 award of costs and reasonable attorneys' fees.

19 81. With respect to violations of Labor Code § 226, Labor Code § 226.3 imposes a
20 civil penalty of two hundred and fifty dollars (\$250) for initial violations for each employee for
21 each pay period, and one thousand dollars (\$1000) for each subsequent violation for each
22 employee for each pay period.

23 82. Plaintiff is seeking penalties against Defendants under Labor Code § 226.3, and
24 any other applicable statute allowing recovery of penalties as alleged herein in an amount to be
25 shown according to proof.

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NINTH CAUSE OF ACTION
FAILURE TO KEEP REQUIRED PAYROLL RECORDS UNDER LABOR CODE § 1174
AND 1174.5
(Against All Defendants)

83. Plaintiffs re-allege and incorporate all preceding paragraphs, as though set forth in full herein.

84. California Labor Code § 1174 requires that all employers shall keep accurate time and wage records for all employees. California Labor Code § 1174.5 further requires that any employee suffering injury due to a willful violation of the aforementioned obligations may seek damages, including civil penalties, from the employer.

85. During the course of Plaintiff's and Employees' employment, Defendants consistently failed to maintain accurate time and wage records for Plaintiff and Employees as required by California Labor Code § 1174 by failing to pay Plaintiff and Employees proper wages, overtime, and premium pay as discussed above.

86. Accordingly, Defendants are liable for civil penalties pursuant to the California Labor Code §§ 1174.5. for the three (3) years prior to the filing of this Complaint.

TENTH CAUSE OF ACTION
VIOLATION OF LABOR CODE § 203
(Against All Defendants)

87. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in full herein.

88. Numerous Employees are no longer employed by Defendants; they either quit Defendants' employ or were fired therefrom.

89. Defendants failed to pay these Employees all wages due and certain at the time of termination or within seventy-two (72) hours of resignation.

90. The wages withheld from these Employees by Defendants remained due and owing for more than thirty (30) days from the date of separation of employment.

91. Defendants' failure to pay wages, as alleged above, was willful in that Defendants

1 knew wages to be due but failed to pay them; this violation entitles these Employees to penalties
2 under Labor Code § 203, which provides that an employee's wages shall continue until paid for up
3 to thirty (30) days from the date they were due.

4 **ELEVENTH CAUSE OF ACTION**

5 **VIOLATION OF BUSINESS & PROFESSIONS CODE § 17200 *ET SEQ.***

6 **(Against All Defendants)**

7 92. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in
8 full herein.

9 93. Plaintiff, on behalf of himself, Employees, and the general public, brings this claim
10 pursuant to Business & Professions Code § 17200 *et seq.* The conduct of Defendants as alleged in
11 this Complaint has been and continues to be unfair, unlawful, and harmful to Employees and the
12 general public. Plaintiff seeks to enforce important rights affecting the public interest within the
13 meaning of Code of Civil Procedure § 1021.5.

14 94. Plaintiff is a "person" within the meaning of Business & Professions Code
15 § 17204, has suffered injury, and therefore has standing to bring this cause of action for injunctive
16 relief, restitution, and other appropriate equitable relief.

17 95. Business & Professions Code § 17200 *et seq.* prohibits unlawful and unfair
18 business practices.

19 96. Wage-and-hour laws express fundamental public policies. Paying employees their
20 wages and overtime, providing them with meal and rest periods, etc., are fundamental public
21 policies of California. Labor Code § 90.5(a) articulates the public policies of this State vigorously
22 to enforce minimum labor standards, to ensure that employees are not required or permitted to
23 work under substandard and unlawful conditions, and to protect law-abiding employers and their
24 employees from competitors who lower costs to themselves by failing to comply with minimum
25 labor standards.

26 97. Defendants have violated statutes and public policies. Through the conduct alleged
27 in this Complaint, Defendants have acted contrary to these public policies, have violated specific
28 provisions of the Labor Code, and have engaged in other unlawful and unfair business practices in

1 violation of Business & Professions Code § 17200 *et seq.*; which conduct has deprived Plaintiff,
2 and all persons similarly situated, and all interested persons, of the rights, benefits, and privileges
3 guaranteed to all employees under the law.

4 98. Defendants' conduct, as alleged hereinabove, constitutes unfair competition in
5 violation of the Business & Professions Code § 17200 *et seq.*

6 99. Defendants, by engaging in the conduct herein alleged, by failing to pay wages and
7 overtime, failing to provide meal and rest periods, etc., either knew or in the exercise of reasonable
8 care should have known that their conduct was unlawful; therefore their conduct violates the
9 Business & Professions Code § 17200 *et seq.*

10 100. As a proximate result of the above-mentioned acts of Defendants, Employees have
11 been damaged, in a sum to be proven at trial.

12 101. Unless restrained by this Court, Defendants will continue to engage in such
13 unlawful conduct as alleged above. Pursuant to the Business & Professions Code this Court should
14 make such orders or judgments, including the appointment of a receiver, as may be necessary to
15 prevent the use by Defendants or their agents or employees of any unlawful or deceptive practice
16 prohibited by the Business & Professions Code, including but not limited to the disgorgement of
17 such profits as may be necessary to restore Employees to the money Defendants have unlawfully
18 failed to pay.

19 **TWELFTH CAUSE OF ACTION**

20 **PENALTIES PURSUANT TO LABOR CODE § 2699, *ET SEQ.***

21 **(Against All Defendants)**

22 102. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in
23 full herein.

24 103. Plaintiff and Employees are aggrieved employees as defined under Labor Code §
25 2699(c) in that they suffered the violations alleged in this Complaint and were employed by the
26 alleged violators, Defendants.

27 104. Plaintiff seeks penalties under Labor Code §§ 2698 and 2699 for Defendants'
28 violation of all Labor Code provisions included under Labor Code § 2699.5 and includes the

1 penalty provisions, without limitation, based on the following California Labor Code sections: §§
2 201, 202, 203, 204, 210, 226, 226.3, 226.7, 227.3, 245 *et seq.*, 246, 510, 512, 558, 558.1, 1174,
3 1174.5, 1182.12, 1185, 1194, 1194.2, 1197, 1198, 1199, 2698, 2699, *et seq.* and 2802.

4 105. The penalties shall be allocated as follows: 75% to the Labor and Workforce
5 Development Agency (LWDA) and 25% to the affected employee.

6 106. Employees also seek any and all penalties and remedies set forth in Labor Code §
7 558, which states:

8 (a) Any employer or other person acting on behalf of an employer who violates,
9 or causes to be violated, a section of this chapter or any provision regulating hours
10 and days of work in any order of the Industrial Welfare Commission shall be subject
11 to a civil penalty as follows: (1) For any initial violation, fifty dollars (\$50) for each
12 underpaid employee for each pay period for which the employee was underpaid in
13 addition to an amount sufficient to recover underpaid wages. (2) For each subsequent
14 violation, one hundred dollars (\$100) for each underpaid employee for each pay
15 period for which the employee was underpaid in addition to an amount sufficient to
16 recover underpaid wages. (3) Wages recovered pursuant to this section shall be paid
17 to the affected employee.

18 (b) If upon inspection or investigation the Labor Commissioner determines that
19 a person had paid or caused to be paid a wage for overtime work in violation of any
20 provision of this chapter, or any provision regulating hours and days of work in any
21 order of the Industrial Welfare Commission, the Labor Commissioner may issue a
22 citation. The procedures for issuing, contesting, and enforcing judgments for
23 citations or civil penalties issued by the Labor Commissioner for a violation of this
24 chapter shall be the same as those set out in Section 1197.1.

25 (c) The civil penalties provided for in this section are in addition to any other
26 civil or criminal penalty provided by law.

27 107. Labor Code § 226.3 provides that “[a]ny employer who violates subdivision (a) of
28 Section 226 shall be subject to a civil penalty in the amount of two hundred fifty dollars (\$250)
per employee per violation in an initial citation and one thousand dollars (\$1,000) per employee
for each violation in a subsequent citation, for which the employer fails to provide the employee a
wage deduction statement or fails to keep the required in subdivision (a) of Section 226.” To the
extent that Labor Code § 226.3 applies, Plaintiff and Employees also seeks such penalties on.

108. Plaintiff has exhausted his administrative remedy by sending a certified letter to the
LWDA and Defendants postmarked on October 18, 2023. The LWDA has not provided notice of

1 its intent to investigate the alleged violations within 65 calendar days of the postmark date of the
2 letters.

3 **RELIEF REQUESTED**

4 WHEREFORE, Plaintiff prays for the following relief:

- 5 1. For an order certifying this action as a class action;
- 6 2. For compensatory damages in the amount of the unpaid minimum wages for work
7 performed by Employees and unpaid overtime compensation from at least four (4) years prior to
8 the filing of this action, as may be proven;
- 9 3. For liquidated damages in the amount equal to the unpaid minimum wage and
10 interest thereon, from at least four (4) years prior to the filing of this action, according to proof;
- 11 4. For compensatory damages in the amount of the hourly wage made by Employees
12 for each missed or deficient meal period where no premium pay was paid therefor from four (4)
13 years prior to the filing of this action, as may be proven;
- 14 5. For compensatory damages in the amount of the hourly wage made by Employees
15 for each day requisite rest breaks were not provided or were deficiently provided where no
16 premium pay was paid therefor from at least four (4) years prior to the filing of this action, as may
17 be proven;
- 18 6. For penalties pursuant to Labor Code § 226(e) for Employees, as may be proven;
- 19 7. For penalties pursuant to Labor Code § 226.3, as may be proven;
- 20 8. For penalties pursuant to Labor Code § 203 for all Employees who quit or were
21 fired in an amount equal to their daily wage times thirty (30) days, as may be proven;
- 22 9. For penalties pursuant to Labor Code § 227.3, as may be proven;
- 23 10. For penalties pursuant to Labor Code §§ 245 and 246, as may be proven;
- 24 11. For penalties pursuant to Labor Code § 1174.5, as may be proven;
- 25 12. For restitution for unfair competition pursuant to Business & Professions Code
26 § 17200 et seq., including disgorgement or profits, as may be proven;
- 27 13. For penalties pursuant to Labor Code § 2699, *et seq.*, as may be proven;
- 28 14. For compensatory damages in the amount of all previously unreimbursed business

1 expenditures necessarily incurred by Employees in the discharge of their job duties for Defendants
2 from four (4) years prior to the original filing of this action, as may be proven;

3 15. For an order enjoining Defendants and their agents, servants, and employees, and
4 all persons acting under, in concert with, or for them, from acting in derogation of any rights or
5 duties adumbrated in this Complaint;

6 16. For all general, special, and incidental damages as may be proven;

7 17. For an award of pre-judgment and post-judgment interest;

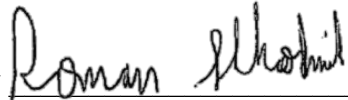
8 18. For an award providing for the payment of the costs of this suit;

9 19. For an award of attorneys' fees; and

10 20. For such other and further relief as this Court may deem proper and just.

11
12 DATED: December 22, 2023

D.LAW, INC.

13
14 By 

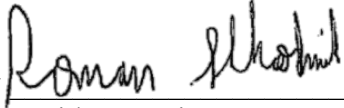
David Yeremian
Roman Shkodnik
Attorneys for Plaintiff
ALEJANDRO GONZALEZ GOMEZ
and the putative class

DEMAND FOR JURY TRIAL

Plaintiff hereby demands trial of his claims by jury to the extent authorized by law.

DATED: December 22, 2023

D.LAW, INC.

By 
David Yeremian
Roman Shkodnik
Attorneys for Plaintiff
ALEJANDRO GONZALEZ GOMEZ
and the putative class

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I am employed in the aforesaid county, State of California; I am over the age of 18 years and not a party to the within action; my business address is 880 E Broadway, Glendale, CA 91205.

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[X] (COURTESY COPY BY ELECTRONIC TRANSMISSION) by use of email by scanning the documents and any and all documents and emailing them to email addresses above transmission.

Executed on December 22, 2023, at Glendale, California.

Natalia Bermudes
Natalia Bermudes