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FILED
 Superior Court of California
 County of Los Angeles
08/31/2026

David W. Slayton, Executive Officer / Clerk of Court

By: R. Lozano Deputy

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

JOSEPH AARON BOULDIN, on behalf of
 himself and all others similarly situated, and
 the general public,

Plaintiff,

v.

SOCAL4 LLC, a California corporation;
 DOMINO'S PIZZA, LLC, a Michigan limited
 liability company; and DOES 1 through 50,
 inclusive,

Defendants.

Case No.: 26STCV20485

Amended As a Matter of Right Pursuant to
 Labor Code Section 2699.3(a)(2)(C)

**FIRST AMENDED CLASS AND
 REPRESENTATIVE ACTION COMPLAINT**

1. Failure to Pay Hourly Wages and Overtime (Lab. Code §§ 223, 510, 1194, 1194.2, 1197, 1197.1 and 1198
2. Failure to Provide Meal Periods (Lab. Code §§ 204, 223, 226.7, 512 and 1198);
3. Failure to Provide Rest Periods (Lab. Code §§ 204, 223, 226.7 and 1198);
4. Failure to Indemnify (Lab. Code § 2802);
5. Unfair Competition (Bus. & Prof. Code §§ 17200 *et seq.*);
6. Failure to Provide Accurate Written Wage Statements (Lab. Code §§ 226(a));
7. Failure to Timely Pay All Final Wages (Lab. Code §§ 201, 202 and 203); and
8. Civil Penalties (Lab. Code § 2698, *et seq.*)

JURY TRIAL DEMANDED

1 Plaintiff JOSEPH AARON BOULDIN (“Plaintiff”), on behalf of himself, the State of
2 California, all others similarly situated, and the general public, complains and alleges as follows:

3 **INTRODUCTION**

4 1. Plaintiff brings this class and representative action against Defendants SOCAL4 LLC,
5 a California corporation; DOMINO’S PIZZA, LLC, a Michigan limited liability company; and DOES
6 1 through 50, inclusive, (collectively referred to as “Defendants”) for alleged violations of the
7 California Labor Code and California Business and Professions Code. As set forth below, Plaintiff
8 alleges that Defendants have:

- 9 a. failed to pay them overtime wages at the correct rate;
- 10 b. failed to pay them double time wages at the correct rate;
- 11 c. failed to pay them overtime and/or double time wages;
- 12 d. failed to provide them with meal periods;
- 13 e. failed to provide them with rest periods;
- 14 f. failed to pay them premium wages for missed meal and rest periods;
- 15 g. failed to reimburse them with necessary business expenditures;
- 16 h. unlawfully collected and received wages;
- 17 i. failed to provide them with accurate written wage statements;
- 18 j. failed to pay them all their final wages following separation of employment.

19 Based on these alleged Labor Code violations, Plaintiff now brings this class and
20 representative action to recover unpaid wages, liquidated damages, civil and statutory penalties,
21 restitution, and related relief on behalf of himself, the State of California, all others similarly situated,
22 and the general public.

23 **JURISDICTION AND VENUE**

24 2. This Court has subject matter jurisdiction to hear this case because the monetary
25 damages and restitution sought by Plaintiff from Defendants’ conduct exceeds the minimal
26 jurisdiction of the Superior Court of the State of California.

27 3. Venue is proper in the County of Los Angeles pursuant to Code of Civil Procedure
28 sections 395(a) and 395.5 in that liability arose this county because at least some of the transactions

1 that are the subject matter of this Complaint occurred therein and/or each defendant is found,
2 maintains offices, transacts business and/or has an agent therein.

3 4. Venue is proper in Los Angeles County because Defendants' have at all times alleged
4 herein, conducted business in Los Angeles County, and throughout California. As such, venue is
5 proper in any county in California.

6 **PARTIES**

7 5. Plaintiff JOSEPH AARON BOULDIN is, and at all relevant times mentioned herein,
8 an individual residing in the State of California.

9 6. Plaintiff is informed and believes, and thereupon alleges that Defendant SOCAL4 LLC
10 is, and at all relevant times mentioned herein, a California corporation doing business in the State of
11 California.

12 7. Plaintiff is informed and believes, and thereupon alleges that Defendant DOMINO'S
13 PIZZA, LLC is, and at all relevant times mentioned herein, a Michigan limited liability company
14 doing business in the State of California.

15 8. Plaintiff is ignorant of the true names and capacities of the defendants sued herein as
16 DOES 1 through 50, inclusive, and therefore sues these defendants by such fictitious names. Plaintiff
17 will amend this Complaint to allege the true names and capacities of the DOE defendants when
18 ascertained. Plaintiff is informed and believes, and thereupon alleges that each of the fictitiously
19 named defendants are responsible in some manner for the occurrences, acts and omissions alleged
20 herein and that Plaintiff's alleged damages were proximately caused by these defendants, and each of
21 them. Plaintiff will amend this complaint to allege both the true names and capacities of the DOE
22 defendants when ascertained.

23 9. Plaintiff is informed and believes, and thereupon alleges that, at all relevant times
24 mentioned herein, some or all of the defendants were the representatives, agents, employees, partners,
25 directors, associates, joint venturers, joint employers, owners, principals or co-participants of some
26 or all of the other defendants, and in doing the things alleged herein, were acting within the course
27 and scope of such relationship and with the full knowledge, consent, and ratification by such other
28 defendants.

1 10. Plaintiff is informed and believes, and thereupon alleges that, at all relevant times
2 mentioned herein, some of the defendants pursued a common course of conduct, acted in concert and
3 conspired with one another, and aided and abetted one another to accomplish the occurrences, acts
4 and omissions alleged herein.

5 11. Plaintiff is informed and believes and thereon alleges that each Defendant acted in all
6 respects pertinent to this action as the agent of the other Defendants, that Defendants carried out a
7 joint scheme, business plan, or policy in all respects pertinent hereto, and that the acts of each
8 Defendant are legally attributable to the other Defendants. Furthermore, Defendants acted in all
9 respects as the employers or joint employers of Employees. Defendants, and each of them, exercised
10 control over the wages, hours or working conditions of Employees, or suffered or permitted
11 Employees to work, or engaged, thereby creating a common law employment relationship, with
12 Employees. Therefore, Defendants, and each of them, employed or jointly employed Employees.

13 12. This action has been brought and may be maintained as a class action pursuant to Code
14 of Civil Procedure section 382 because there is a well-defined community of interest among the
15 persons who comprise the readily ascertainable classes defined below and because Plaintiff is
16 unaware of any difficulties likely to be encountered in managing this case as a class action.

17 13. **Relevant Time Period:** The relevant time period is defined as the time period
18 beginning four years prior to the filing of this action until judgment is entered.

- 19 a. **Hourly Employee Class:** All persons employed by Defendants, collectively or
20 separately, and/or any staffing agencies and/or any other third parties in hourly or
21 non-exempt positions in California four years prior to the filing of this action and
ending on the date that final judgment is entered in this action (“Hourly Employee
Class”).
- 22 b. **Meal Period Sub-Class:** All **Hourly Employee Class** members who worked in
23 a shift in excess of five hours during the four years prior to the filing of this action
and ending on the date that final judgment is entered in this action.
- 24 c. **Rest Period Sub-Class:** All **Hourly Employee Class** members who worked a
25 shift of at least three and one-half (3.5) hours the four years prior to the filing of
this action and ending on the date that final judgment is entered in this action.
- 26 d. **Expense Reimbursement Class:** All persons employed by Defendants in
27 California who incurred business expenses during the **Relevant Time Period**.
- 28 e. **Waiting Time Penalties Sub-Class:** All **Hourly Employee Class** members who
separated from their employment with Defendants during the period beginning

three years before the filing of this action and ending when final judgment is entered.

- f. **Wage Statement Class**: All persons employed by Defendants in California during the period beginning one year before the filing of this action and ending when final judgment is entered.
- g. **UCL Class**: All **Hourly Employee Class** and **Expense Reimbursement Class** members employed by Defendants in California during the four years prior to the filing of this action and ending on the date that final judgment is entered in this action.
- h. **UCL Unlawful Deduction Sub-Class**: All **Hourly Employee Class** members whose wages were deducted for uniform payments at anytime from four year prior to the filing of this action and ending on the date that final judgment is entered in this action.

14. **Reservation of Rights**: Pursuant to Rule of Court 3.765(b), Plaintiff reserves the right to amend or modify the class definitions with greater specificity, by further division into sub-classes and/or by limitation to particular issues.

15. **Numerosity**: The class members are so numerous that the individual joinder of each individual class member is impractical. While Plaintiff does not currently know the exact number of class members, Plaintiff is informed and believes, and thereupon alleges that the actual number exceeds the minimum required for numerosity under California law.

16. **Commonality and Predominance**: Common questions of law and fact exist as to all class members and predominate over any questions which affect only individual class members. These common questions include, but are not limited to:

- a. Whether Defendants failed to pay minimum and/or overtime wages to class members for all time worked;
- b. Whether Defendants maintained a policy or practice of failing to provide employees with their meal periods;
- c. Whether Defendants maintained a policy or practice of failing to provide employees with their rest periods;
- d. Whether Defendants failed to pay premium wages to class members when they have not been provided with meal and rest periods at the appropriate rates of pay;

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- e. Whether Defendants failed to reimburse class members for all necessary business expenses incurred during the discharge of their duties;
- f. Whether Defendants maintained a policy or practice of unlawfully collecting and/or receiving wages;
- g. Whether class members are entitled to restitution of money or property that Defendants may have acquired from them through unfair competition;
- h. Whether Defendants failed to provide class members with accurate written wage statements as a result of providing them with written wage statements with inaccurate entries for, among other things, amounts of gross and net wages, and total hours worked;
- i. Whether Defendants applied policies or practices that result in late and/or incomplete final wage payments; and
- j. Whether Defendants are liable to class members for waiting time penalties under Labor Code section 203.

17. **Typicality:** Plaintiff's claims are typical of the other class members' claims. Plaintiff is informed and believes, and thereupon alleges that Defendants have a policy or practice of failing to comply with the California Labor Code and Business and Professions Code as alleged in this Complaint.

18. **Adequacy of Class Representative:** Plaintiff is an adequate class representative and has no interests that are adverse to, or otherwise conflict with, the interests of absent class members and is dedicated to vigorously prosecuting this action on their behalf. Plaintiff will fairly and adequately represent and protect the interests of the other class members.

19. **Adequacy of Class Counsel:** Plaintiff's counsel are adequate class counsel in that they have no known conflicts of interest with Plaintiff or absent class members, are experienced in wage and hour class action litigation, and are dedicated to vigorously prosecuting this action on behalf of Plaintiff and absent class members.

20. **Superiority:** A class action is vastly superior to other available means for fair and efficient adjudication of the class members' claims and would be beneficial to the parties and the

1 Court. Class action treatment will allow a number of similarly situated persons to simultaneously and
2 efficiently prosecute their common claims in a single forum without the unnecessary duplication of
3 effort and expense that numerous individual actions would entail. In addition, the monetary amounts
4 due to many individual class members are likely to be relatively small and would thus make it
5 difficult, if not impossible, for individual class members to both seek and obtain relief. Moreover, a
6 class action will serve an important public interest by permitting class members to effectively pursue
7 the recovery of monies owed to them. Further, a class action will prevent the potential for inconsistent
8 or contradictory judgments inherent in individual litigation.

9 **GENERAL ALLEGATIONS**

10 21. Plaintiff worked for Defendants as a non-exempt employee during the relevant and
11 statutory periods.

12 22. Defendants had a common policy and practice of systemically failing to pay Plaintiff
13 and Class Members proper wages and overtime for all hours worked, at the proper rates of pay.
14 Specifically, Plaintiff and Class Members were also consistently required to perform work, off-the-
15 clock, for which they were not paid wages. First, Plaintiff and Class Members were systemically
16 required to work off-the-clock before clocking in to work, after clocking out of their shifts, and during
17 their unpaid meal periods helping their coworkers with checking customers out on the register and
18 moving heavy objects from inside the walk-in refrigerator. The forgoing and uncompensated working
19 time was under the direction and control of Defendants, for which no wages were paid.

20 23. This uncompensated time caused Plaintiff and Class Members to work in excess of
21 eight (8), ten (10) and/or twelve (12) hours a day and/or forty (40) hours a week, entitling Plaintiff
22 and Class Members to minimum and overtime wages, which they were systemically denied.

23 24. Defendants had a common policy and practice of systemically denying Plaintiff and
24 Class Members the opportunity to take meal periods in compliance with the California Law.
25 Specifically, Plaintiff and Class Members were prohibited from leaving the work premises during
26 meal periods, when such meal periods were taken. Additionally, due to understaffing and heavy
27 workloads, Plaintiff and Class Members were denied the opportunity to take timely meal periods prior
28 to the completion of their fifth hour of work. Furthermore, Plaintiff and Class Members were not

1 relieved of all work duties during unpaid meal periods and were required to keep working during
2 meal breaks. Finally, the uncompensated pre-shift duties, discussed herein, delayed Plaintiff and Class
3 Members' meal periods to commence after the completion of their fifth and tenth hours of work.

4 25. Plaintiff and Class Members were not provided with meal periods of at least thirty (30)
5 minutes for each five (5) hour work period due to (1) Defendants' policy of not scheduling each meal
6 period as part of each work shift; (2) no formal written meal policy that encouraged employees to
7 take their meal periods, or that advised Class Members of their meal and rest period rights; and (3)
8 Defendants' practice of requiring putative class members to continue working through their meal and
9 rest periods due to the excessive workload.

10 26. Defendants had a common policy and practice of systemically denying Plaintiff and
11 Class Members the opportunity to take rest periods in compliance with the California Law. Plaintiff
12 and Class Members were not provided with rest periods of at least ten (10) minutes for each four (4)
13 hour work period, or major fraction thereof, due to (1) Defendants' policy of not scheduling each rest
14 period as part of each work shift, including second rest breaks for shifts of six (6) hours or more; (2)
15 no formal compliant written rest period policy that encouraged employees to take their rest periods,
16 or that properly advised Plaintiff and Class Members of their rest period rights; (3) Defendants' policy
17 and practice of requiring putative class members to continue working through their rest breaks due to
18 the excessive workload.

19 27. Furthermore, Defendants failed to pay Plaintiff and Class Members premium pay
20 wages at their appropriate regular rates of pay for each meal and rest period denied.

21 28. Plaintiff and Class Members were not reimbursed for business expenses incurred in
22 executing their duties under Defendant's employ. Specifically, Plaintiff and Class Members were
23 required to purchase "Fraud Markers," and drive their personal vehicles during work hours delivering
24 pizzas, incurring mileage and gas costs. Moreover, Plaintiff and Class Members were required to use
25 their personal cell phones to complete work duties such as communicating with their supervisors and
26 customers, downloading work applications, and using navigation during deliveries. Defendants did
27 not reimburse Plaintiff and Class Members for these expenses, which were all necessary to perform,
28 their duties under Defendants' employ. Plaintiff and Class members were not reimbursed for these

1 necessary work-related expenses

2 29. Defendants also had a common policy and practice of unlawfully collecting and/or
3 receiving wages from Class Members. Specifically, Defendants deducted any amount of “counterfeit
4 cash” received to stores from Plaintiff and Class Members’ wages. Additionally, Defendants deducted
5 “uniform” pay from Plaintiff and Class Members wages. Further, Defendants listed mileage
6 reimbursements as wages on Plaintiff and Class Members’ paystubs, causing reimbursements to be
7 taxed.

8 30. Plaintiff and Class Members were not provided with accurate wage statements as
9 mandated by law pursuant to Labor Code section 226. Specifically, Defendants failed to issue wage
10 statements as “a detachable part of the check, draft, or voucher paying the employee’s wages, or
11 separately if wages are paid by personal check or cash, an accurate itemized statement in writing.”
12 Additionally, the wage statements issued to Plaintiff and Class Members were not recorded in “ink
13 or other indelible form.”

14 31. Defendants failed to comply with Labor Code section 226(a)(1) as “gross wages
15 earned” were not accurately reflected in that: all hours worked, including overtime, were not included.

16 32. Defendants failed to comply with Labor Code section 226(a)(2) as “total hours worked
17 by the employee” were not accurately reflected in that: all hours worked, including overtime, were
18 not included.

19 33. Defendants failed to comply with Labor Code section 226(a)(5) as “net wages earned”
20 were not accurately reflected in that: all hours worked, including overtime, were not included.

21 34. Defendants failed to comply with Labor Code section 226(a)(8) as the wage statements
22 issues to Plaintiff and Class Members failed to state “the name and address of the legal entity that is
23 the employer.”

24 35. Defendants failed to comply with Labor Code section 226(a)(9) as “all applicable
25 hourly rates in effect during the pay period and the corresponding number of hours worked at each
26 hourly rate by the employee” were not accurately reflected in that: all hours worked, including
27 overtime, were not included.

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36. Furthermore, Defendants failed to provide Plaintiff and Class Members with paper pay stubs as required by Labor Code § 226, applicable Wage Orders, and DLSE Opinion Letters. Plaintiff's and Class Members' wage statement were only provided in electronic format in violation of Labor Code § 226.

37. Defendants also failed to provide suitable seating. The operations at Defendants' facilities allowed for the presence and use of a stool or seat during the performance of work duties. The nature of the effected job positions can reasonably be accomplished while using a seat or stool. However, Defendants failed to provide suitable seating when the nature of work reasonably permitted sitting.

38. California Labor Code § 1198 requires that “. . . the standard conditions of labor fixed by the commission shall be the . . . standard conditions of labor for employees. The employment of any employee . . . under conditions of labor prohibited by the order is unlawful.” Paragraph (14)(A) of the applicable IWC Wage Orders provides that “[a]ll working employees shall be provided with suitable seats when the nature of the work reasonably permits the use of seats.” Paragraph 14(B) of the applicable IWC Wage Orders provides that “[w]hen employees are not engaged in the active duties of their employment and the nature of the work requires standing, an adequate number of suitable seats shall be placed in reasonable proximity to the work area and employees shall be permitted to use such seats when it does not interfere with the performance of their duties.

39. Finally, Defendants failed to post the required workplace rights posters and notices pursuant to Labor Code §§ 207, 246, 1102.8, and 2550.

FIRST CAUSE OF ACTION

FAILURE TO PAY MINIMUM HOURLY AND OVERTIME WAGES

(Lab. Code §§ 223, 510, 1194, 1197 and 1198)

(Plaintiff and Hourly Employee Class)

40. Plaintiff incorporates the preceding paragraphs of the Complaint as if fully alleged herein.

41. At all relevant times, Plaintiff and **Hourly Employee Class** members are or have been non-exempt employees of Defendants entitled to the full protections of the Labor Code and the

1 applicable Wage Order.

2 42. Section 2 of the applicable Wage Order defines “hours worked” as “the time during
3 which an employee is subject to the control of the employer, and includes all the time the employee
4 is suffered or permitted to work, whether or not required to do so.”

5 43. Section 4 of the applicable Wage Order requires an employer to pay non-exempt
6 employees at least the minimum wage set forth therein for all hours worked, which consist of all hours
7 that an employer has actual or constructive knowledge that employees are working.

8 44. Labor Code section 1194 invalidates any agreement between an employer and an
9 employee to work for less than the minimum or overtime wage required under the applicable Wage
10 Order.

11 45. Labor Code section 1194.2 entitles non-exempt employees to recover liquidated
12 damages in amounts equal to the amounts of unpaid minimum wages and interest thereon in addition
13 to the underlying unpaid minimum wages and interest thereon.

14 46. Labor Code section 1197 makes it unlawful for an employer to pay an employee less
15 than the minimum wage required under the applicable Wage Order for all hours worked during a
16 payroll period.

17 47. Labor Code section 1197.1 provides that it is unlawful for any employer or any other
18 person acting either individually or as an officer, agent or employee of another person, to pay an
19 employee, or cause an employee to be paid, less than the applicable minimum wage.

20 48. Labor Code section 1198 makes it unlawful for employers to employ employees under
21 conditions that violate the applicable Wage Order.

22 49. Labor Code section 204 requires employers to pay non-exempt employees their earned
23 wages for the normal work period at least twice during each calendar month on days the employer
24 designates in advance and to pay non-exempt employees their earned wages for labor performed in
25 excess of the normal work period by no later than the next regular payday.

26 50. Labor Code section 223 makes it unlawful for employers to pay their employees lower
27 wages than required by contract or statute while purporting to pay them legal wages.

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1 51. Labor Code section 510 and Section 3 of the applicable Wage Order require employees
2 to pay non-exempt employees overtime wages of no less than one and one-half (1.5) times their
3 respective regular rates of pay for all hours worked in excess of eight (8) hours in one workday, all
4 hours worked in excess of forty (40) hours in one workweek, and/or for the first eight (8) hours
5 worked on the seventh consecutive day of one workweek.

6 52. Labor Code section 510 and Section 3 of the applicable Wage Order also require
7 employers to pay non-exempt employees overtime wages of no less than two (2) times their respective
8 regular rates of pay for all hours worked in excess of twelve (12) hours in one workday and for all
9 hours worked in excess of eight (8) hours on a seventh consecutive workday during the workweek.

10 53. Plaintiff is informed and believes that, at all relevant times, Defendants have applied
11 centrally devised policies and practices to him and **Hourly Employee Class** members with respect to
12 working conditions and compensation arrangements.

13 54. At all relevant times, Defendants failed to pay hourly wages to Plaintiff and **Hourly**
14 **Employee Class** members for all time worked, including but not limited to, overtime hours at
15 statutory and/or agreed rates.

16 55. Plaintiff and **Hourly Employee Class** members were not paid proper wages and
17 overtime for all hours worked, at the proper rates of pay .Defendants had a common policy and
18 practice of systemically failing to pay Plaintiff and Class Members proper wages and overtime for all
19 hours worked, at the proper rates of pay. Specifically, Plaintiff and Class Members were also
20 consistently required to perform work, off-the-clock, for which they were not paid wages. First,
21 Plaintiff and Class Members were systemically required to work off-the-clock before clocking in to
22 work, after clocking out of their shifts, and during their unpaid meal periods helping their coworkers
23 with checking customers out on the register and moving heavy objects from inside the walk-in
24 refrigerator. The forgoing and uncompensated working time was under the direction and control of
25 Defendants, for which no wages were paid.

26 56. This uncompensated time caused Plaintiff and **Hourly Employee Class** members to
27 work in excess of eight (8), ten (10), and twelve (12) hours a day and/or forty (40) hours a week,
28 entitling Plaintiff and **Hourly Employee Class** members to minimum and overtime wages, which

1 they were systemically denied.

2 57. As a result of Defendants' unlawful conduct, Plaintiff and **Hourly Employee Class**
3 members have suffered damages in an amount, subject to proof, to the extent they were not paid the
4 full amount of wages earned during each pay period during the applicable limitations period,
5 including overtime wages.

6 58. Pursuant to Labor Code sections 204, 218.6, 223, 510, 1194 and 1194.2, Plaintiff, on
7 behalf of himself and **Hourly Employee Class** members, seeks to recover unpaid straight time and
8 overtime wages, interest thereon and costs of suit.

9 59. Pursuant to Labor Code section 1194, Code of Civil Procedure section 1021.5, the
10 substantial benefit doctrine, and/or the common fund doctrine, Plaintiff, on behalf of himself and
11 **Hourly Employee Class** members, seeks to recover reasonable attorneys' fees.

12 **SECOND CAUSE OF ACTION**

13 **FAILURE TO PROVIDE MEAL PERIODS**

14 **(Lab. Code §§ 226.7, 512, 1174, and 1198)**

15 **(Plaintiff and Meal Period Sub-Class)**

16 60. Plaintiff incorporates by reference the preceding paragraphs of the Complaint as if
17 fully alleged herein.

18 61. At all relevant times, Plaintiff and the **Meal Period Sub-Class** members have been
19 non-exempt employees of Defendant entitled to the full meal period protections of both the Labor
20 Code and the applicable Industrial Welfare Commission Wage Order.

21 62. Labor Code section 512 and Section 11 of the applicable Industrial Welfare
22 Commission Wage Order impose an affirmative obligation on employers to provide non-exempt
23 employees with uninterrupted, duty-free meal periods of at least thirty minutes for each work period
24 of five hours, and to provide them with two uninterrupted, duty-free meal periods of at least thirty
25 minutes for each work period of ten hours.

26 63. Labor Code section 226.7 and Section 11 of the applicable Industrial Welfare
27 Commission Wage Order ("Wage Order") both prohibit employers from requiring employees to work
28 during required meal periods and require employers to pay non-exempt employees an hour of

1 premium wages on each workday that the employee is not provided with the required meal period.

2 64. Compensation for missed meal periods constitutes wages within the meaning of Labor
3 Code section 200.

4 65. Labor Code section 1198 makes it unlawful to employ a person under conditions that
5 violate the applicable Wage Order.

6 66. Section 11 of the applicable Wage Order states:

7 No employer shall employ any person for a work period of more than
8 five (5) hours without a meal period of not less than 30 minutes, except
9 that when a work period of not more than six (6) hours will complete
10 the day's work the meal period may be waived by mutual consent of
11 the employer and employee. Unless the employee is relieved of all duty
12 during a 30 minute meal period, the meal period shall be considered an
13 'on duty' meal period and counted as time worked. An 'on duty' meal
period shall be permitted only when the nature of the work prevents an
employee from being relieved of all duty and when by written
agreement between the parties an on-the-job paid meal period is agreed
to. The written agreement shall state that the employee may, in writing,
revoke the agreement at any time.

14 67. At all relevant times, Plaintiff was not subject to a valid on-duty meal period
15 agreement. Plaintiff is informed and believes that, at all relevant times, **Meal Period Sub-Class**
16 members were not subject to valid on-duty meal period agreements with Defendants.

17 68. Plaintiff alleges that, at all relevant times during the applicable limitations period,
18 Defendants maintained a policy or practice of not providing Plaintiff and members of the **Meal Period**
19 **Sub-Class** with uninterrupted, duty-free meal periods for at least thirty (30) minutes for each five (5)
20 hour work period, as required by Labor Code section 512 and the applicable Wage Order.
21 Specifically, Plaintiff and Class Members were prohibited from leaving the work premises during
22 meal periods, when such meal periods were taken. Additionally, due to understaffing and heavy
23 workloads, Plaintiff and Class Members were denied the opportunity to take timely meal periods prior
24 to the completion of their fifth hour of work. Furthermore, Plaintiff and Class Members were not
25 relieved of all work duties during unpaid meal periods and were required to keep working during
26 meal breaks. Finally, the uncompensated pre-shift duties, discussed herein, delayed Plaintiff and Class
27 Members' meal periods to commence after the completion of their fifth and tenth hours of work.

28 69. Plaintiff alleges that, at all relevant times during the applicable limitations period,

1 Defendants maintained a policy or practice of failing to pay premium wages to **Meal Period Sub-**
2 **Class** members when they worked five (5) hours without clocking out for any meal period.

3 70. Plaintiff alleges that, at all relevant times during the applicable limitations period,
4 Defendants maintained a policy or practice of not providing Plaintiff and members of the **Meal Period**
5 **Sub-Class** with a second meal period when they worked shifts of ten (10) or more hours and failed
6 to pay them premium wages as required by Labor Code 512 and the applicable Wage Order.

7 71. Moreover, Defendants written policies fail to inform Meal period Class Members of
8 their meal period rights under the Labor Code and applicable Wage Orders.

9 72. At all relevant times, Defendants failed to pay Plaintiff and the **Meal Period Sub-**
10 **Class** members additional premium wages, and/or were not paid premium wages at the employees'
11 regular rates of pay when required meal periods were not provided.

12 73. Pursuant to Labor Code section 204, 218.6, 226.7 and 512, Plaintiff, on behalf of
13 himself and the **Meal Period Sub-Class** members, seeks to recover unpaid premium wages, interest
14 thereon, and costs of suit.

15 74. Pursuant to Labor Code section 1194, Code of Civil Procedure section 1021.5, the
16 substantial benefit doctrine, and/or the common fund doctrine, Plaintiff, on behalf of himself and the
17 **Meal Period Sub-Class** members, seeks to recover reasonable attorneys' fees.

18 **THIRD CAUSE OF ACTION**

19 **FAILURE TO PROVIDE REST PERIODS**

20 **(Lab. Code §§ 204, 223, 226.7 and 1198)**

21 **(Plaintiff and Rest Period Sub-Class)**

22 75. Plaintiff incorporates the preceding paragraphs of the Complaint as if fully alleged
23 herein.

24 76. At all relevant times, Plaintiff and the **Rest Period Sub-Class** members have been
25 non-exempt employees of Defendants entitled to the full rest period protections of both the Labor
26 Code and the applicable Wage Order.

27 77. Section 12 of the applicable Wage Order imposes an affirmative obligation on
28 employers to permit and authorize employees to take required rest periods at a rate of no less than ten

1 (10) minutes of net rest time for each four (4) hour work period, or major fraction thereof, that must
2 be in the middle of each work period insofar as practicable.

3 78. Labor Code section 226.7 and Section 12 of the applicable Wage Order both prohibit
4 employers from requiring employees to work during required rest periods and require employers to
5 pay non-exempt employees an hour of premium wages at the employees' regular rates of pay, on each
6 workday that the employee is not provided with the required rest period(s).

7 79. Compensation for missed rest periods constitutes wages within the meaning of Labor
8 Code section 200.

9 80. Labor Code section 1198 makes it unlawful to employ a person under conditions that
10 violate the Wage Order.

11 81. Plaintiff alleges that, at all relevant times during the applicable limitations period,
12 Defendants maintained a policy or practice of not providing members of the **Rest Period Sub-Class**
13 with net rest period of at least ten (10) uninterrupted minutes for each four (4) hour work period, or
14 major fraction thereof, as required by the applicable Wage Order.

15 82. Plaintiff and **Rest Period Sub-Class** members were not provided with rest periods of
16 at least ten (10) minutes for each four (4) hour work period, or major fraction thereof, due to (1)
17 Defendants' policy of not scheduling each rest period as part of each work shift, including second
18 rest breaks for shifts of six (6) hours or more; (2) no formal compliant written rest period policy that
19 encouraged employees to take their rest periods, or that properly advised Plaintiff and Class Members
20 of their rest period rights; (3) Defendants' policy and practice of requiring putative class members to
21 continue working through their rest breaks due to the excessive workload.

22 83. At all relevant times, Defendants failed to pay Plaintiff and the **Rest Period Sub-Class**
23 members additional premium wages when required rest periods were not provided.

24 84. Pursuant to Labor Code section 204, 218.6 and 226.7, Plaintiff, on behalf of himself
25 and **Rest Period Sub-Class** members, seeks to recover unpaid premium wages, interest thereon, and
26 costs of suit.

27 85. Pursuant to Labor Code section 1194, Code of Civil Procedure section 1021.5, the
28 substantial benefit doctrine, and/or the common fund doctrine, Plaintiff, on behalf of himself and **Rest**

1 **Period Sub-Class** members, seeks to recover reasonable attorneys' fees.

2 **FOURTH CAUSE OF ACTION**

3 **FAILURE TO INDEMNIFY**

4 **(Lab. Code § 2802)**

5 **(Plaintiff and Reimbursement Class)**

6 86. Plaintiff incorporates the preceding paragraphs of the Complaint as if fully alleged
7 herein.

8 87. Labor Code section 2802(a) states:

9 An employer shall indemnify his or her employee for all necessary
10 expenditures or losses incurred by the employee in direct consequence
11 of the discharge of his or her duties, or of his or her obedience to the
12 directions of the employer, even though unlawful, unless the employee,
13 at the time of obeying the directions, believed them to be unlawful.

12 88. Plaintiff and **Expense Reimbursement Class** members were not reimbursed for
13 business expenses incurred in executing their duties under Defendant's employ. Specifically, Plaintiff
14 and Class Members were required to purchase "Fraud Markers," and drive their personal vehicles
15 during work hours delivering pizzas, incurring mileage and gas costs. Moreover, Plaintiff and Class
16 Members were required to use their personal cell phones to complete work duties such as
17 communicating with their supervisors and customers, downloading work applications, and using
18 navigation during deliveries. Defendants did not reimburse Plaintiff and Class Members for these
19 expenses, which were all necessary to perform, their duties under Defendants' employ. Plaintiff and
20 **Expense Reimbursement Class Members** were not reimbursed for these necessary work-related
21 expenses.

22 89. Accordingly, Plaintiff and **Expense Reimbursement Class** members are entitled to
23 restitution for all unpaid amounts due and owing to within four (4) years of the date of the filing of
24 the Complaint and until the date of entry of judgment.

25 90. Plaintiff, on behalf of himself, and **Expense Reimbursement Class** members, seeks
26 interest thereon and costs pursuant to Labor Code section 218.6, and reasonable attorneys' fees and
27 costs pursuant to Code of Civil Procedure section 1021.5.

28 ///

1 **FIFTH CAUSE OF ACTION**

2 **UNFAIR COMPETITION**

3 **(Bus. & Prof. Code §§ 17200 *et seq.*)**

4 **(Plaintiff and the UCL Sub-Classes)**

5 91. Plaintiff incorporates the preceding paragraphs of the Complaint as if fully alleged
6 herein.

7 92. Business and Professions Code section 17200 defines “unfair competition” to include
8 any unlawful business practice.

9 93. Business and Professions Code sections 17203-17204 allow a person who has lost
10 money or property as a result of unfair competition to bring a class action in accordance with Code
11 of Civil Procedure section 382 to recover money or property that may have been acquired from
12 similarly situated persons by means of unfair competition

13 94. Labor Code § 221 provides, “It shall be unlawful for any employer to collect or receive
14 from an employee any part of wages theretofore paid by said employer to said employee.” As
15 discussed above, Defendants unlawfully received and/or collected wages from employees.
16 Specifically, Defendants unlawfully deducted vested wages from Plaintiffs and **UCL Unlawful**
17 **Deduction Sub-Class** Members for uniform maintenance. Specifically Defendants also had a
18 common policy and practice of unlawfully collecting and/or receiving wages from Class Members.
19 Specifically, Defendants deducted any amount of “counterfeit cash” received to stores from Plaintiff
20 and Class Members’ wages. Additionally, Defendants deducted “uniform” pay from Plaintiff and
21 Class Members wages. Further, Defendants listed mileage reimbursements as wages on Plaintiff and
22 Class Members’ paystubs, causing reimbursements to be taxed.

23 95. Plaintiffs are informed and believe and thereon allege that all or substantially all the
24 **UCL Unlawful Deduction Sub-Class** are subject to Defendants' policies and practices of making the
25 unlawful deductions from their wages, as discussed herein.

26 96. Therefore, **UCL Unlawful Deduction Sub-Class** Members are owed the unpaid
27 balance of said wages pursuant to the Wage order according to proof at trial, Interest pursuant to
28 Labor Code §§ 218.6 and 1194(a), Civil Code §§ 3287 and § 3289, and reasonable attorneys' fees and

1 costs and/or penalties pursuant to Labor Code § 558(a).

2 97. Additionally, California law requires employers to pay hourly, non-exempt employees
3 for all hours they are permitted or suffered to work, including hours that the employer knows or
4 reasonable should know that employees have worked.

5 98. Plaintiff and the **UCL Class** members re-allege and incorporate the FIRST, SECOND,
6 THIRD, and FOURTH causes of action herein.

7 99. Plaintiff lost money or property as a result of the aforementioned unfair competition.

8 100. Defendants have or may have acquired money by means of unfair competition.

9 101. Plaintiff is informed and believes, and thereupon alleges that by committing the Labor
10 Code violations described in this Complaint, Defendants violated Labor Code sections 215, 216, 221,
11 225, 226.6, 226.7, 354, 408, 512, 510, 553, 1175, 1174, 1194, 1194.2, 1197, 1197.1, 1198, 1199, and
12 2802 as well as applicable Wage Orders, which make it a misdemeanor to commit the violations
13 alleged herein.

14 102. Defendants have committed criminal conduct through their policies and practices of,
15 *inter alia*, failing to comport with their affirmative obligations as an employer to: provide non-exempt
16 employees with compliant meal and rest periods; pay for all hours worked at the proper rates of pay;
17 and reimbursement for necessary business expenditures.

18 103. Defendants' unlawful conduct as alleged in this Complaint amounts to and constitutes
19 unfair competition within the meaning of Business and Professions Code section 17200 *et seq.*
20 Business and Professions Code section 17200 *et seq.* protects against unfair competition and allows
21 a person who has suffered an injury-in-fact and has lost money or property as a result of an unfair,
22 unlawful or fraudulent business practice to seek restitution on his own behalf and on behalf of
23 similarly situated persons in a class action proceeding.

24 104. As a result of Defendants' violations of the Labor Code during the applicable
25 limitations period, Plaintiff has suffered an injury-in-fact and has lost money or property in the form
26 of earned wages. Specifically, Plaintiff has lost money or property as a result of Defendants' conduct.

27 105. Plaintiff is informed and believes that other similarly situated persons have been
28 subject to the same unlawful policies or practices of Defendants.

1 106. Due to the unfair and unlawful business practices in violation of the Labor Code,
2 Defendants have gained a competitive advantage over other comparable companies doing business in
3 the State of California that comply with their legal obligations.

4 107. California's Unfair Competition Law ("UCL") permits civil recovery and injunctive
5 relief for "any unlawful, unfair or fraudulent business act or practice," including if a practice or act
6 violates or is considered unlawful under any other state or federal law.

7 108. Accordingly, pursuant to Business and Professions Code sections 17200 and 17203,
8 Plaintiff requests the issuance of temporary, preliminary and permanent injunctive relief enjoining
9 Defendants, and each of them, and their agents and employees, from further violations of the Labor
10 Code and applicable Wage Orders.

11 109. Accordingly, pursuant to Bus. & Prof. Code sections 17200 and 17203, Plaintiff
12 requests the issuance of temporary, preliminary and permanent injunctive relief enjoining
13 Defendants, and each of them, and their agents and employees, from further violations of the Labor
14 Code and applicable Industrial Welfare Commission Wage Orders; and upon a final hearing seeks
15 an order permanently enjoining Defendants, and each of them, and their respective agents and
16 employees, from further violations of the Labor Code and applicable Industrial Welfare Commission
17 Wage Orders.

18 110. Pursuant to Business and Professions Code section 17203, Plaintiff, on behalf of
19 himself and **UCL Class** members, seeks declaratory relief and restitution of all monies rightfully
20 belonging to them that Defendants did not pay them or otherwise retained by means of its unlawful
21 and unfair business practices.

22 111. Pursuant to Code of Civil Procedure section 1021.5, the substantial benefit doctrine
23 and/or the common fund doctrine, Plaintiff and **UCL Class** members are entitled to recover
24 reasonable attorneys' fees in connection with their unfair competition claims.

25 112. Pursuant to Business and Professions Code section 17203, Plaintiff, on behalf of
26 himself and **UCL Class** members, seeks declaratory relief and restitution of all monies rightfully
27 belonging to them that Defendants did not pay them or otherwise retained by means of its unlawful
28 and unfair business practices.

113. Pursuant to Code of Civil Procedure section 1021.5, the substantial benefit doctrine and/or the common fund doctrine, Plaintiff and **UCL Class** members are entitled to recover reasonable attorneys' fees in connection with their unfair competition claims.

SIXTH CAUSE OF ACTION

FAILURE TO PROVIDE ACCURATE WRITTEN WAGE STATEMENTS

(Lab. Code § 226)

(Plaintiff and Wage Statement Penalties Sub-Class)

114. Plaintiff incorporates the preceding paragraphs of the Complaint as if fully alleged herein.

115. Labor Code section 226(a) states:

An employer, semimonthly or at the time of each payment of wages, shall furnish to his or her employee, either as a detachable part of the check, draft, or voucher paying the employee's wages, or separately if wages are paid by personal check or cash, an accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the employee, except as provided in subdivision (j), (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and only the last four digits of his or her social security number or an employee identification number other than a social security number, (8) the name and address of the legal entity that is the employer and, if the employer is a farm labor contractor, as defined in subdivision (b) of Section 1682, the name and address of the legal entity that secured the services of the employer, and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee and, beginning July 1, 2013, if the employer is a temporary services employer as defined in Section 201.3, the rate of pay and the total hours worked for each temporary services assignment. The deductions made from payment of wages shall be recorded in ink or other indelible form, properly dated, showing the month, day, and year, and a copy of the statement and the record of the deductions shall be kept on file by the employer for at least three years at the place of employment or at a central location within the State of California. For purposes of this subdivision, 'copy' includes a duplicate of the itemized statement provided to an employee or a computer-generated record that accurately shows all of the information required by this subdivision.

116. The Division of Labor Standards Enforcement ("DLSE") has sought to harmonize the "detachable part of the check" provision and the "accurate itemized statement in writing" provision

1 of Labor Code section 226(a) by allowing for electronic wage statements so long as each employee
2 retains the right to elect to receive a written paper stub or record and that those who are provided with
3 electronic wage statements retain the ability to easily access the information and convert the electronic
4 statements into hard copies at no expense to the employee. (DLSE Opinion Letter July 6, 2006).

5 117. Plaintiff is informed and believes that, at all relevant times during the applicable
6 limitations period, Defendants have failed to provide Plaintiff and **Wage Statement Class** members
7 with written wage statements as described above. Additionally, the wage statements issued to class
8 members failed to account for the unpaid minimum wages, overtime, and premium pay wages
9 described above.

10 118. Furthermore, Defendants failed to provide Plaintiff and **Wage Statement Class**
11 Members with paper pay stubs as required by Labor Code § 226, applicable Wage Orders, and DLSE
12 Opinion Letters. Plaintiff's and **Wage Statement Class** members' wage statements were only
13 provided in electronic format in violation of Labor Code § 226.

14 119. Defendants failed to comply with Labor Code section 226(a)(8) as the wage statements
15 issues to Plaintiff and **Wage Statement Class** Members failed to state "the name and address of the
16 legal entity that is the employer."

17 ///

18 120. Plaintiff is informed and believes that Defendants' failure to provide Plaintiff and
19 **Wage Statement Class** members with accurate written wage statements was intentional in that
20 Defendants have the ability to provide them with accurate wage statements but have intentionally
21 provided them with written wage statements that Defendants have known do not comply with Labor
22 Code section 226(a).

23 121. Plaintiff and **Wage Statement Class** members have suffered injuries, in that
24 Defendants have violated their legal rights to receive accurate wage statements and have misled them
25 about their actual rates of pay and wages earned. In addition, inaccurate information on their wage
26 statements has prevented immediate challenges to Defendants' unlawful pay practices, has required
27 discovery and mathematical computations to determine the amount of wages owed, has caused
28 difficulty and expense in attempting to reconstruct time and pay records, and/or has led to the

1 submission of inaccurate information about wages and deductions to federal and state government
2 agencies.

3 122. Pursuant to Labor Code section 226(e), Plaintiff, on behalf of himself and **Wage**
4 **Statement Class** members, seeks the greater of actual damages or \$50.00 for the initial pay period in
5 which a violation of Labor Code section 226(a) occurred, and \$100.00 for each subsequent pay period
6 in which a violation of Labor Code section 226(a) occurred, not to exceed an aggregate penalty of
7 \$4000.00 per class member, as well as awards of reasonable attorneys' fees and costs.

8 **SEVENTH CAUSE OF ACTION**

9 **FAILURE TO TIMELY PAY ALL FINAL WAGES**

10 **(Lab. Code §§ 201-203)**

11 **(Plaintiff and Waiting Time Penalties Sub-Class)**

12 123. Plaintiff incorporates the preceding paragraphs of the Complaint as if fully alleged
13 herein.

14 124. At all relevant times, Plaintiff and **Waiting Time Penalties Sub-Class** members have
15 been entitled, upon the end of their employment with Defendants, to timely payment of all wages
16 earned and unpaid before termination or resignation.

17 125. At all relevant times, pursuant to Labor Code section 201, employees who have been
18 discharged have been entitled to payment of all final wages immediately upon termination.

19 126. At all relevant times, pursuant to Labor Code section 202, employees who have
20 resigned after giving at least seventy-two (72) hours' notice of resignation have been entitled to
21 payment of all final wages at the time of resignation.

22 127. Plaintiff is informed and believes that, at all relevant times during the applicable
23 limitations period, Defendants have failed to timely pay **Waiting Time Penalties Sub-Class**
24 members all their final wages in accordance with the Labor Code.

25 128. Plaintiff is informed and believes that, at all relevant times during the applicable
26 limitations period, Defendants have maintained a policy or practice of paying **Waiting Time**
27 **Penalties Sub-Class** members their final wages without regard to the requirements of Labor Code
28 sections 201 or 202 by failing to timely pay them all final wages.

129. Plaintiff is informed and believes, and thereupon alleges that Defendants' failure to timely pay all final wages to him and **Waiting Time Penalties Sub-Class** members has been willful in that Defendants have the ability to pay final wages in accordance with Labor Code sections 201 and/or 202 but have intentionally adopted policies or practices that are incompatible with those requirements.

130. Pursuant to Labor Code sections 203 and 218.6, Plaintiff, on behalf of himself and **Waiting Time Penalties Sub-Class** members, seeks waiting time penalties from the dates that their final wages have first become due until paid, up to a maximum of thirty days, and interest thereon.

131. Pursuant to Code of Civil Procedure section 1021.5, the substantial benefit doctrine and/or the common fund doctrine, Plaintiff, on behalf of himself and **Waiting Time Penalties Sub-Class** members, seeks awards of reasonable attorneys' fees and costs.

EIGHTH CAUSE OF ACTION

CIVIL PENALTIES

(Lab. Code §§ 2698, *et seq.*)

132. Plaintiff incorporates the preceding paragraphs as if fully alleged herein.

133. During the applicable limitations period, Defendants have violated Labor Code §§ 201, 202, 203, 204, 207, 210, 226, 226.3, 226.7, 226.8, 246, 510, 512, 515, 558.1, 1102.8, 1174, 1174.5, 1182.12, 1185, 1194, 1194.2, 1197, 1198, 1199, 2698, 2699, *et seq.*, 2802, and 3550.¹

134. Labor Code §§ 2699(a) and (g) authorize an aggrieved employee, on behalf of himself and other current and former employees, to bring a representative civil action to recover civil penalties pursuant to the procedures set forth in Labor Code § 2699.3 that may, but need not, be brought or maintained as a class action pursuant to Code of Civil Procedure section 382.

135. Plaintiff, a former employee against whom Defendants committed one or more of the alleged Labor Code violations during the applicable limitations period, is an aggrieved employee

¹ Plaintiff hereby reserves the right to seek penalties on behalf of all Aggrieved Employees, for Defendants' violations of the applicable provisions of the Labor Code, suffered by Aggrieved Employees, but not directly suffered by Plaintiff under *Huff v. Securitas Security Services USA, Inc.* (2018) 23 Cal.App.5th 745.

1 within the meaning of Labor Code § 2699(c). Plaintiff was employed by Defendants as a non-exempt
2 hourly employee in California. Aggrieved Employees include all non-exempt hourly employees of
3 Defendants within the state of California from one year prior to the date of this letter and continuing
4 through the present (Plaintiff and Aggrieved Employees are collectively referred to herein as
5 “Aggrieved Employees”)

6 136. In addition, paragraph (14)(A) of the applicable IWC Wage Orders provides that “[a]ll
7 working employees shall be provided with suitable seats when the nature of the work reasonably
8 permits the use of seats.” Paragraph 14(B) of the applicable IWC Wage Orders provides that “[w]hen
9 employees are not engaged in the active duties of their employment and the nature of the work
10 requires standing, an adequate number of suitable seats shall be placed in reasonable proximity to the
11 work area and employees shall be permitted to use such seats when it does not interfere with the
12 performance of their duties.

13 137. Defendants failed to provide Aggrieved Employees suitable seating when the nature
14 of these employees’ work reasonably permitted sitting. Defendants knew or should have known that
15 Aggrieved Employees were entitled to suitable seating and/or were entitled to sit when it did not
16 interfere with the performance of their duties, and that Defendants did not provide suitable seating
17 and did not allow them to sit when it did not interfere with the performance of their duties constituting
18 violations of of Labor Code § 1198 and regulations promulgated thereunder as herein alleged,
19 including Paragraph 14 of the applicable IWC Wage Orders.

20 138. Defendants failed to post the required workplace rights posters and notices pursuant
21 to Labor Code §§ 207, 246, 1102.8, and 2550.

22 139. Plaintiff has complied with the procedures for bringing suit specified in Labor Code §
23 2699.3. Notice was provided to the California Labor & Workforce Development Agency (“LWDA”)
24 and 65 days have elapsed without the LWDA providing Plaintiff with any notice of an intent to
25 investigate.

26 140. Pursuant to Labor Code sections 2699(a) and (f), Plaintiff seeks the following civil
27 penalties for Defendants’ violations of Labor Code §§ 201, 202, 203, 204, 207, 223, 226.7, 221,
28 226(a), 226.8, 246, 510, 512, 1102.8, 1174, 1194, 1194.2, 1197, 1197.1, 1198, 2802, and 3550:

- i. For violations of Labor Code §§ 201, 202, 203, 226.7, 246, 1174, 1194, 1198 and 2802, one hundred dollars (\$100) for each employee per pay period for each initial violation and two hundred dollars (\$200) for each employee per pay period for each subsequent violation (penalties set by Labor Code § 2699(f)(2));
- ii. For violations of Labor Code § 203, a penalty in an amount not exceeding thirty (30) days' pay as waiting time (penalties set by Labor Code § 256);
- iii. For violations of Labor Code § 204, one hundred dollars (\$100) for each employee for each initial violation that was neither willful nor intentional, two hundred dollars (\$200) for each employee, plus 25% of the amount unlawfully withheld from each employee, for each initial violation that was either willful or intentional, and two hundred dollars (\$200) for each employee, plus twenty-five percent (25%) of the amount unlawfully withheld from each employee, for each subsequent violation, regardless of whether the subsequent violation was either willful or intentional (penalties set by Labor Code § 210);
- iv. For violations of Labor Code § 223, one hundred dollars (\$100) for each employee for each initial violation that was neither willful nor intentional, two hundred dollars (\$200) for each employee, plus twenty-five percent (25%) of the amount unlawfully withheld from each employee, for each initial violation that was either willful or intentional, and two hundred dollars (\$200) for each employee, plus twenty-five percent (25%) of the amount unlawfully withheld from each employee, for each subsequent violation, regardless of whether the subsequent violation was either willful or intentional (penalties set by Labor Code § 225.5);
- v. For violations of Labor Code § 226(a), if this action is deemed to be an initial citation, two hundred and fifty dollars (\$250) for each employee for each violation. Alternatively, if an initial citation or its equivalent occurred before the filing of this action, one thousand dollars (\$1,000) for each employee for

- 1 each violation (penalties set by Labor Code § 226.3);
- 2 vi. For violation of Labor Code §§ 510 and 512, fifty dollars (\$50) for each
- 3 employee for each initial pay period for which the employee was underpaid,
- 4 and one hundred dollars (\$100) for each employee for each subsequent pay
- 5 period for which the employee was underpaid (penalties set by Labor Code §
- 6 558);
- 7 vii. For violations of Labor Code § 1197, one hundred dollars (\$100) for each
- 8 aggrieved employee for each initial violation of Labor Code § 1197 that was
- 9 intentional and two hundred and fifty dollars (\$250) for each aggrieved
- 10 employee per pay period for each subsequent violation of Labor Code § 1197,
- 11 regardless of whether the initial violation was intentional (penalties set by
- 12 Labor Code § 1197.1);
- 13 viii. Pursuant to Labor Code § 2699(g), Plaintiff seeks an award of reasonable
- 14 attorneys' fees and costs in connection with Plaintiff's claims for civil
- 15 penalties.
- 16

17 **PRAYER FOR RELIEF**

18 WHEREFORE, Plaintiff, on behalf of himself, the State of Californial, all others similarly

19 situated, and the general public, prays for relief and judgment against Defendants as follows:

- 20 a. An order that the action be certified as a class action;
- 21 b. An order that Plaintiff be appointed class representative;
- 22 c. An order that counsel for Plaintiff be appointed class counsel;
- 23 d. Unpaid wages and overtime;
- 24 e. Actual damages;
- 25 f. Liquidated damages;
- 26 g. Unreimbursed expenses;
- 27 h. Restitution;
- 28 i. Declaratory relief;

- j. Pre-judgment interest;
- k. Statutory penalties;
- l. Civil penalties;
- m. Costs of suit;
- n. Reasonable attorneys' fees; and
- o. Such other relief as the Court deems just and proper.

Dated: August 31, 2026

D.LAW, INC.



David Keledjian
Svetlana Hovhannisyan
Attorneys for Plaintiff
JOSEPH AARON BOULDIN, and the putative
class

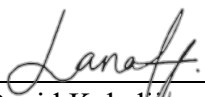
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DEMAND FOR JURY TRIAL

Plaintiff, on behalf of himself, all other similarly situated, and the general public, hereby demands a jury trial on all issues so triable.

Dated: August 31, 2026

D.LAW, INC.



David Keledjian
Svetlana Hovhannisyan
Attorneys for Plaintiff
JOSEPH AARON BOULDIN, and the putative
class

1 **PROOF OF SERVICE**

2 **STATE OF CALIFORNIA, COUNTY OF LOS ANGELES**

3 I, the undersigned, am over the age of 18 years and not a party to this action. My business
4 address is 250 N Madison Avenue, 2nd Floor, Pasadena, California 91101, which is located in Los Angeles County, where the service herein occurred.

5 On the date of execution hereof, I caused to be served the following attached document/s:

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

7 on the interested parties in this action, addressed as follows:

8 Attorneys for Defendants Socal4 LLC and Domino's Pizza, LLC:

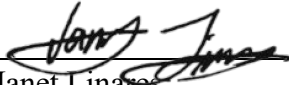
9 Geoffrey Dickhaut, Esq.
10 **O'HAGAN MEYER**
11 550 South Hope Street, Suite 2400
12 Los Angeles, CA 90071
13 Phone: (213) 647-0005
14 Emails: GDickhaut@ohaganmeyer.com

15 using the following service method(s):

16 **X VIA PROCEED E-SERVICE:** A true and correct copy of the foregoing document(s) was electronically served on counsel of record by transmission through Proceed electronic service.

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

18 Executed on **August 31, 2026**, at Pasadena, California.

19 
20 Janet Linares

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES Branch Name: Spring Street Courthouse Mailing Address: 312 North Spring Street City, State and Zip Code: Los Angeles CA 90012	
SHORT TITLE: JOSEPH AARON BOULDIN, ON BEHALF OF HIMSELF AND ALL OTHERS SIMILARLY SITUATED vs SOCAL4 LLC, A CALIFORNIA CORPORATION, et al.	CASE NUMBER: 26STCV20485
NOTICE OF CONFIRMATION OF ELECTRONIC FILING	

The Electronic Filing described by the below summary data was reviewed and accepted by the Superior Court of California, County of LOS ANGELES. In order to process the filing, the fee shown was assessed.

Electronic Filing Summary Data

Electronically Submitted By: Legal Connect
Reference Number: 16321628_2026_08_31_12_01_23_066_3
Submission Number: 26LA01872330
Court Received Date: 08/31/2026
Court Received Time: 12:04 pm
Case Number: 26STCV20485
Case Title: JOSEPH AARON BOULDIN, ON BEHALF OF HIMSELF AND ALL OTHERS SIMILARLY SITUATED
vs SOCAL4 LLC, A CALIFORNIA CORPORATION, et al.
Location: Spring Street Courthouse
Case Type: Civil Unlimited
Case Category: Other Employment Complaint Case
Jurisdictional Amount: Over \$35,000
Notice Generated Date: 08/31/2026
Notice Generated Time: 1:50 pm

Documents Electronically Filed/Received

Status

Amended Complaint

ACCEPTED

Comments

Submitter's Comments:

Clerk's Comments:

Electronic Filing Service Provider Information

Service Provider: Legal Connect
Contact: Legal Connect
Phone: (800) 909-6859