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ASGHAR AHMADI,
on behalf of all others similarly situated, and
also on behalf of all aggrieved employees

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES, CENTRAL DISTRICT

ASGHAR AHMADI, an individual, on behalf
of all others similarly situated, and also on
behalf of all aggrieved employees

Plaintiff,

v.

SIDHU TRUCK LINE, INC., a California
corporation; SIDHU TRANS, INC., a California
corporation; KEVIN SIDHU, an individual;
KULWANT SIDHU, an individual; and DOES
1 through 20, inclusive,

Defendants.

Case No.: **24STCV16252**

CLASS ACTION COMPLAINT

- 1. MISCLASSIFICATION OF EMPLOYEE AS “INDEPENDENT CONTRACTOR”;**
- 2. FAILURE TO PAY WAGES (CAL. LABOR CODE §§ 201, 1194);**
- 3. FAILURE TO PAY MINIMUM WAGES (CAL. LABOR CODE §§ 1182.12, 1194, 1194.2, 1197);**
- 4. FAILURE TO PROVIDE ITEMIZED WAGE AND HOUR STATEMENTS (CAL. LABOR CODE §§ 226 ET SEQ.);**
- 5. WAITING TIME PENALTIES (CAL. LABOR CODE §§ 201-203);**
- 6. UNFAIR COMPETITION (BUS. & PROF. CODE § 17200, ET SEQ.); AND**
- 7. PRIVATE ATTORNEY GENERAL ACT (CAL. LABOR CODE § 2699 ET SEQ.);**

DEMAND OVER \$35,000

[DEMAND FOR JURY TRIAL]

1 Plaintiff, ASGHAR AHMADI (“Plaintiff” or “AHMADI”), an individual, on behalf of himself
2 and all other similarly situated employees and also on behalf of all aggrieved employees (hereinafter
3 collectively referred to as “Plaintiffs”), hereby, files this Complaint against Defendants SIDHU TRUCK
4 LINE, INC., a California corporation; SIDHU TRANS INC., a California corporation; KEVIN SIDHU,
5 an individual; KULWANT SIDHU, an individual; and DOES 1 through 20, inclusive (hereinafter
6 collectively referred to as “Defendants”). Plaintiffs are informed and believe, and thereon alleges as
7 follows:

8 9 **INTRODUCTION**

10 1. This is a civil action seeking recovery for Defendants’ violations of the California Labor
11 Code, California Business and Professions Code (“Bus. & Prof. Code”), the applicable Wage Orders
12 issued by the California Industrial Welfare Commission (hereinafter, the “IWC Wage Orders”) and
13 related common law principles.

14 2. Plaintiffs’ action seeks monetary damages and injunctive relief, including full restitution
15 from Defendants as a result of Defendants’ unlawful, fraudulent, and/or unfair business practices.

16 3. The acts complained of herein occurred, occur and will occur, at least in part, within the
17 time period from June 25, 2020, up to and through the time of trial for this matter. This is hereinafter the
18 “Class Period.”

19 20 **RELEVANT JOB TITLES**

21 4. For introductory and general information only (and not to be considered a proposed class
22 definition), the relevant job titles held by the California citizens in this action are Defendants’ truck
23 delivery driver employees who were paid on a piece-rate basis or misclassified as independent contractors
24 (hereinafter including any of Defendants’ job positions with substantially similar titles and/or duties).
25 These employees are hereinafter referred to as “Class Plaintiffs.”

26 5. The general obligations and responsibilities of Class Plaintiffs are virtually identical from
27 region to region, district to district, office to office, facility to facility, and employee to employee. Any
28 differences in job activities between different individuals in these positions were and are legally

1 insignificant to the issues present in this action.

2
3 **JURISDICTION AND VENUE**

4 6. This Court is the proper court pursuant to California Code of Civil Procedure (“CCP”) §295(a) and CCP §395.5, and this action is properly filed in Los Angeles County because Defendants’ obligations and liability arise therein, because Defendants transact business within Los Angeles County, and because the work that is the subject of this action was performed by Class Plaintiffs in Los Angeles County.

9 7. The California Superior Court has jurisdiction in this matter because both the individual and aggregate monetary damages and restitution sought herein exceed the minimal jurisdictional limits of the Superior Court and will be established at trial, according to proof.

12 8. The California Superior Court also has jurisdiction in this matter because during their employment with Defendants, Class Plaintiffs were all California citizens and Defendants conducted and transacted business throughout various counties. Further, there is no federal question at issue, as the issues herein are based solely on California statutes and law.

16
17 **THE PARTIES**

18 9. Plaintiff, ASGHAR AHMADI (hereinafter “Plaintiff” or “AHMADI”), is an individual over the age of eighteen (18) and is now and at all times mentioned in this Complaint was a citizen of the State of California.

21 10. Plaintiff AHMADI has worked for Defendants as a truck delivery driver from on or about November 15, 2021 to on or about September 12, 2023 within the state of California.

24 **DEFENDANT SIDHU TRUCK LINE, INC.**

25 11. Plaintiff is informed and believes, and based thereupon alleges, that at all times relevant hereto, Defendant SIDHU TRUCK LINE INC. (hereinafter referred to as “SIDHU TRUCK LINE”) was and is a California corporation doing business at 4711 Commercial Street, Bakersfield, 93308, in the County of Kern, State of California. Plaintiff is informed and believes, and thereon alleges, that SIDHU

1 TRUCK LINE employed 26 or more employees. Plaintiff is further informed and believes that SIDHU
2 TRUCK LINE operates a private trucking company.

3
4 **DEFENDANT SIDHU TRANS, INC.**

5 12. Plaintiff is informed and believes, and based thereupon alleges, that at all times relevant
6 hereto, Defendant SIDHU TRANS INC. (hereinafter referred to as "SIDHU TRANS") was and is a
7 California corporation doing business at the following locations: 4208 Rosdale Hwy, Ste. 302-150,
8 Bakersfield, California 93308, 6708 Savannah Falls Drive, Bakersfield, California 93312, and 4711
9 Commercial Street, Bakersfield, 93308, in the County of Kern, State of California. Plaintiff is informed
10 and believes, and thereon alleges, that SIDHU TRANS employed 26 or more employees. Plaintiff is
11 further informed and believes that SIDHU TRANS operates a private trucking company.

12
13 **DEFENDANT KEVIN SIDHU**

14 13. Plaintiff is informed and believes, and based thereupon alleges, that at all times relevant
15 hereto, Defendant KEVIN SIDHU (hereinafter "KEVIN"), was and is an individual over the age of
16 eighteen (18) and is now and at all times mentioned herein, a resident of the County of Kern, State of
17 California. Plaintiff is informed and believes, and thereupon alleges, that at all times relevant hereto,
18 KEVIN was a director and managing agent of SIDHU TRANS and a managing agent of SIDHU TRUCK
19 LINE. Plaintiff is further informed and believes that KEVIN was the supervisor of Plaintiff and Class
20 Plaintiffs. Plaintiff is further informed and believes, and thereupon alleges, that KEVIN controlled
21 Plaintiff and Class Plaintiffs' wages, hours, and working conditions.

22
23 **DEFENDANT KULWANT SIDHU**

24 14. Plaintiff is informed and believes, based thereupon alleges, that at all times relevant hereto,
25 Defendant KULWANT SIDHU (hereinafter "KULWANT"), was and is an individual over the age of
26 eighteen (18) and is now and at all times mentioned herein, a resident of the County Kern, State of
27 California. Plaintiff is informed and believes, and thereupon alleges, that at all times relevant hereto,
28 KULWANT was the Chief Executive Officer of SIDHU TRUCK LINE and/or a managing agent of

1 SIDHU TRANS. Plaintiff is further informed and believes, and thereupon alleges, that KEVIN controlled
2 Plaintiff and Class Plaintiffs' wages, hours, and working conditions.

3 15. SIDHU TRUCK LINE, SIDHU TRANS, KEVIN, and KULWANT are collectively
4 referred to herein as "Defendants."

5
6 **DOES 1-20, INCLUSIVE**

7 16. DOES 1 to 20, inclusive, are now, and/or at all times mentioned in this Complaint were
8 licensed to do business and/or actually doing business in California.

9 17. Class Plaintiffs do not know the true names or capacities, whether individual, partner or
10 corporate, of DOES 1 to 20, inclusive and for that reason, DOES 1 to 20 are sued under such fictitious
11 names pursuant to CCP §474.

12 18. Class Plaintiffs will seek leave of court to amend this Complaint to allege such names and
13 capacities as soon as they are ascertained.

14
15 **ALL DEFENDANTS**

16 19. Defendants, and each of them, are now and/or at all times mentioned in this Complaint
17 were in some manner legally responsible for the events, happenings, and circumstances alleged in this
18 Complaint.

19 20. Defendants, and each of them, proximately subjected Class Plaintiffs to the unlawful
20 practices, wrongs, complaints, injuries and/or damages alleged in this Complaint.

21 21. Defendants, and each of them, are now and/or at all times mentioned in this Complaint
22 were the agents, servants and/or employees of some or all other Defendants, and vice-versa, and in doing
23 the things alleged in this Complaint, Defendants are now and/or at all times mentioned in this Complaint
24 were acting within the course and scope of that agency, servitude and/or employment.

25 22. Defendants, and each of them, are now and/or at all times mentioned in this Complaint
26 were members of and/or engaged in a joint venture, partnership, and common enterprise, and were acting
27 within the course and scope of, and in pursuance of said joint venture, partnership, and common
28 enterprise.

1 23. Defendants, and each of them, at all times mentioned in this Complaint, concurred and
2 contributed to the various acts and omissions of each and every one of the other Defendants in
3 proximately causing the complaints, injuries and/or damages alleged in this Complaint.

4 24. Defendants, and each of them, at all times mentioned in this Complaint approved of,
5 condoned and/or otherwise ratified each and every one of the acts and/or omissions alleged in this
6 Complaint.

7 25. Defendants, and each of them, at all times mentioned in this Complaint, aided and abetted
8 the acts and omissions of each and every one of the other Defendants thereby proximately causing the
9 damages alleged in this Complaint.

10 26. Class Plaintiffs are informed and believe, and based thereupon allege, that Defendants,
11 and each of them, including those defendants named as DOES 1-20 acted in concert with one another to
12 commit the wrongful acts alleged herein, and aided, abetted, incited, compelled and/or coerced one
13 another in the wrongful acts alleged herein, and/or attempted to do so. Class Plaintiffs are further
14 informed and believe, and based thereupon allege, that Defendants, and each of them, including those
15 Defendants named as DOES 1-20, and each of them, formed and executed a conspiracy or common plan
16 pursuant to which they would commit the unlawful acts alleged herein, with all such acts alleged herein
17 done as part of and pursuant to said conspiracy, intended to cause and actually causing Class Plaintiffs'
18 harm.

19 27. Whenever and wherever reference is made in this complaint to any act or failure to act by
20 a Defendant or co-Defendant, such allegations and references shall also be deemed to mean the acts
21 and/or failures to act by each Defendant acting individually, jointly and severally.

22
23 **ALTER EGO, AGENCY, SUCCESSOR AND JOINT EMPLOYER**

24 28. Class Plaintiffs are informed and believe, and based thereon allege, that there exists such
25 a unity of interest and ownership between SIDHU TRUCK LINE, SIDHU TRANS, KEVIN,
26 KULWANT, and DOES 1-20 (collectively "Defendants") that the individuality and separateness of
27 Defendants have ceased to exist.

28 29. Class Plaintiffs are informed and believe, and based thereon allege, that despite the

1 formation of purported corporate existence, SIDHU TRUCK LINE, SIDHU TRANS, KEVIN,
2 KULWANT, and DOES 1-20 are, in reality, one and the same including, but not limited to because;

3 a. SIDHU TRUCK LINE, SIDHU TRANS, KEVIN, KULWANT, and DOES 1-20
4 are completely dominated and controlled by one or the other, who personally committed the frauds and
5 violated the laws as set forth in this Complaint, and who have hidden and currently hide behind SIDHU
6 TRUCK LINE, SIDHU TRANS, KEVIN, KULWANT, and DOES 1-20 to perpetuate frauds, circumvent
7 statutes, or accomplish some other wrongful or inequitable purpose.

8 b. SIDHU TRUCK LINE, SIDHU TRANS, KEVIN, KULWANT, and DOES 1-20
9 derive actual and significant monetary benefits by and through SIDHU TRUCK LINE, SIDHU TRANS,
10 KEVIN, KULWANT, and DOES 1-20's unlawful conduct, and by using SIDHU TRUCK LINE, SIDHU
11 TRANS, KEVIN, KULWANT, and DOES 1-20 as the funding source for their own personal
12 expenditures.

13 c. SIDHU TRUCK LINE, SIDHU TRANS, KEVIN, KULWANT, and DOES 1-20,
14 while really one and the same, were segregated to appear as though separate and distinct for purposes of
15 perpetrating a fraud, circumventing a statute, or accomplishing some other wrongful or inequitable
16 purpose.

17 d. SIDHU TRUCK LINE, SIDHU TRANS, KEVIN, KULWANT, and DOES 1-20
18 do not comply with all requisite corporate formalities to maintain a legal and separate corporate existence.

19 e. The business affairs of SIDHU TRUCK LINE, SIDHU TRANS, KEVIN,
20 KULWANT, and DOES 1-20 are, and at all times relevant were, so mixed and intermingled that the same
21 cannot reasonably be segregated, and the same are in inextricable confusion. SIDHU TRUCK LINE,
22 SIDHU TRANS, KEVIN, KULWANT, and DOES 1-20 are, and at all times relevant hereto were used
23 by SIDHU TRUCK LINE, SIDHU TRANS, KEVIN, KULWANT, and DOES 1-20 as a mere shell and
24 conduit for the conduct of certain SIDHU TRUCK LINE, SIDHU TRANS, KEVIN, KULWANT, and
25 DOES 1-20's affairs, and are, and were, the alter ego of each other. The recognition of the separate
26 existence of SIDHU TRUCK LINE, SIDHU TRANS, KEVIN, KULWANT, and DOES 1-20 would not
27 promote justice, in that it would permit SIDHU TRUCK LINE, SIDHU TRANS, KEVIN, KULWANT,
28 and DOES 1-20 to insulate themselves from liability to Class Plaintiffs for violations of the Government

1 Code, Labor Code, Business and Professions Code, and other statutory violations. The corporate
2 existence of SIDHU TRUCK LINE, SIDHU TRANS, KEVIN, KULWANT, and DOES 1-20 should be
3 disregarded in equity and for the ends of justice because such disregard is necessary to avoid fraud and
4 injustice to Plaintiffs herein.

5 30. Accordingly, SIDHU TRUCK LINE, SIDHU TRANS, KEVIN, KULWANT, and DOES
6 1-20 constitute the alter ego of each other, and the fiction of their separate corporate existence must be
7 disregarded.

8 31. As a result of the aforementioned facts, Class Plaintiffs are informed and believe, and
9 based thereon allege that SIDHU TRUCK LINE, SIDHU TRANS, KEVIN, KULWANT, and DOES 1-
10 20 are Class Plaintiffs' joint employers by virtue of a joint enterprise, and that Class Plaintiffs were
11 employees of SIDHU TRUCK LINE, SIDHU TRANS, KEVIN, KULWANT, and DOES 1-20. Class
12 Plaintiffs performed services for each and every one of Defendants, and to the mutual benefit of all
13 Defendants, and all Defendants shared control of the responsibility and influence of Class Plaintiffs as an
14 employee, either directly or indirectly, and the manner in which SIDHU TRUCK LINE, SIDHU TRANS,
15 KEVIN, KULWANT, and DOES 1-20's business was and is conducted.

16 32. Alternatively, Class Plaintiffs are informed and believe and, based thereupon allege, that
17 as and between SIDHU TRUCK LINE, SIDHU TRANS, KEVIN, KULWANT, and DOES 1-20, (1)
18 there is an express or implied agreement of assumption pursuant to which SIDHU TRUCK LINE, SIDHU
19 TRANS, KEVIN, KULWANT, and DOES 1-20 agreed to be liable for the debts of each other, (2) the
20 transaction between SIDHU TRUCK LINE, SIDHU TRANS, KEVIN, KULWANT, and DOES 1-20
21 amounts to a consolidation or merger of entities, (3) SIDHU TRUCK LINE, SIDHU TRANS, KEVIN,
22 KULWANT, and DOES 1-20 are a mere continuation of each other, or (4) the transfer of assets to SIDHU
23 TRUCK LINE, SIDHU TRANS, KEVIN, KULWANT, and DOES 1-20 is for the fraudulent purpose of
24 escaping liability for SIDHU TRUCK LINE, SIDHU TRANS, KEVIN, KULWANT, and DOES 1-20's
25 debts. Accordingly, SIDHU TRUCK LINE, SIDHU TRANS, KEVIN, KULWANT, and DOES 1-20 are
26 the successors of each other, and are liable on that basis.

27 ///

28 ///

CLASS ACTION ALLEGATIONS

33. The Class Plaintiffs are entitled to the protections of the California Labor Code and the Wage Order.

34. Class Plaintiffs are informed and believe, based thereupon allege, that Defendants misclassified some or all of Class Plaintiffs as independent contractors by allocating a substantial portion of Class Plaintiffs' wages as IRS 1099 compensation payable by regular check without deductions and itemized wage statements.

35. Some or all Class Plaintiffs were not paid the legal minimum wage in the State of California as set forth in Labor Code § 1182.12 for all hours worked, including non-driving work such as loading and unloading and time spent waiting on standby.

36. Defendants failed to maintain working conditions that comply with the Wage Order, failed to timely provide them with accurate written wage statements, and failed to timely pay them earned wages during and upon termination of employment.

37. CCP § 382 provides in pertinent part: "... [W]hen the question is one of a common or general interest, of many persons, or when the parties are numerous, and it is impracticable to bring them all before the court, one or more may sue or defend for the benefit of all." Plaintiffs bring this suit as a class action pursuant to CCP § 382.

38. The putative classes that Class Plaintiffs will seek to certify are Defendants' similarly situated individuals who are presently or formerly employed as employees paid on a piece-rate basis (including any of Defendants' job positions with substantially similar titles and/or duties) in California from June 26, 2020 through trial who were: (1) misclassified as independent contractors; and/or (2) not paid minimum wage for all hours worked; and/or (3) not provided accurate wage statements, and/or (4) paid all earned wages timely upon termination of their employment.

39. In addition, Class Plaintiffs will seek to certify a subclass of those similarly situated individuals who were formerly employed by Defendants as piece-rate employees in California from June 26, 2020 through trial who were terminated. Hereinafter, this is referred to as the "Terminated Employee SubClass."

40. The Class and the Terminated SubClass are herein collectively referred to as the "Classes."

1 41. Throughout discovery in this litigation, Class Plaintiffs may find it appropriate and/or
2 necessary to amend the definition of the Classes. Plaintiffs will formally define and designate a class
3 definition at such time when Class Plaintiffs seek to certify the Classes alleged herein.

4 42. Numerosity (CCP §382):

- 5 a. The potential quantity of members of the Classes as defined is so numerous that joinder
6 of all members is unfeasible and impractical;
- 7 b. The disposition of the claims of the members of the Classes through this class action
8 will benefit both the parties and this Court;
- 9 c. The quantity of members of the Classes is unknown to Class Plaintiffs at this time;
10 however, it is estimated that the membership of the Classes is greater than 50
11 individuals; and
- 12 d. The quantity and identity of such membership is readily ascertainable via inspection
13 of Defendants' records.

14 43. Superiority (CCP §382): The nature of this action and the nature of the laws available to
15 Class Plaintiffs make the use of the class action format particularly efficient and the appropriate procedure
16 to afford relief to Class Plaintiffs for the wrongs alleged herein, as follows:

- 17 a. California has a public policy which encourages the use of the class action device;
- 18 b. By establishing a technique whereby the claims of many individuals can be resolved
19 at the same time, the class suit both eliminates the possibility of repetitious litigation
20 and provides small claimants with a method of obtaining redress for claims which
21 would otherwise be too small to warrant individual litigation;
- 22 c. This case involves large corporate Defendants and a large number of individual Class
23 members with many relatively small claims and common issues of law and fact;
- 24 d. If each individual member of the Classes were required to file an individual lawsuit,
25 the large corporate Defendants would necessarily gain an unconscionable advantage
26 because Defendants would be able to exploit and overwhelm the limited resources of
27 each individual member of the Classes with Defendants' vastly superior financial and
28 legal resources;

- 1 e. Requiring each individual member of the Classes to pursue an individual remedy
2 would also discourage the assertion of lawful claims by the members of the Classes
3 who would be disinclined to pursue an action against Defendants because of an
4 appreciable and justifiable fear of retaliation and permanent damage to their lives,
5 careers, and well-being;
- 6 f. Proof of a common business practice or factual pattern, of which the members of the
7 Classes experienced, is representative of the Classes herein and will establish the right
8 of each of the members of the Classes to recover on the causes of action alleged herein;
- 9 g. Absent class treatment, the prosecution of separate actions by the individual members
10 of the Classes, even if possible, would likely create:
- 11 i) a substantial risk of each individual Plaintiff presenting in separate,
12 duplicative proceedings the same or essentially similar arguments and
13 evidence, including expert testimony;
- 14 ii) a multiplicity of trials conducted at enormous expense to both the judicial
15 system and the litigants;
- 16 iii) inconsistent or varying verdicts or adjudications with respect to the
17 individual members of the Classes against Defendants;
- 18 iv) potentially incompatible standards of conduct for Defendants; and
- 19 v) potentially incompatible legal determinations with respect to individual
20 members of the Classes which would, as a practical matter, be dispositive
21 of the interest of the other members of the Classes who are not parties to
22 the adjudications or which would substantially impair or impede the ability
23 of the members of the Classes to protect their interests.
- 24 h. The claims of the individual members of the Classes are not sufficiently large to
25 warrant vigorous individual prosecution considering all of the concomitant costs and
26 expenses attendant thereto;
- 27 i. Courts seeking to preserve efficiency and other benefits of class actions routinely
28 fashion methods to manage any individual questions; and

- 1 j. The Supreme Court of California urges trial courts, which have an obligation to
2 consider the use of innovative procedural tools to certify a manageable class, to be
3 procedurally innovative in managing class actions.

4 44. Well-defined Community of Interest: Plaintiffs also meet the established standards for
5 class certification (see, e.g. *Lockheed Martin Corp. v. Superior Court* (2003) 29 Cal.4th 1096), as follows:

- 6 a. Typicality: The claims of Plaintiff AHMADI are typical of the claims of all members
7 of the Classes he seeks to represent because he has been subject to all the violations
8 described herein, as have all members of the Classes sustained injuries and damages
9 arising out of Defendants' common course of conduct in violation of law and the
10 injuries and damages of all members of the Classes were caused by Defendants'
11 wrongful conduct in violation of law, as alleged herein.

- 12 b. Adequacy: Plaintiff AHMADI:

- 13 i) is an adequate representative of the Classes he seeks to represent;
14 ii) will fairly protect the interests of the members of the Classes;
15 iii) has no interests antagonistic to the member of the Classes; and
16 iv) will vigorously pursue this suit via attorneys who are competent, skilled
17 and experienced in litigating matters of this type.

- 18 c. Predominant Common Questions of Law or Fact: There are common questions of law
19 and/or fact as to the members of the Classes which predominate over questions
20 affecting only individual members of the Classes, including, without limitation:

- 21 i) Whether Defendants misclassified Class Plaintiffs as independent
22 contractors;
23 ii) Whether Defendants failed to pay Class Plaintiffs the minimum wage for
24 all hours worked;
25 iii) Whether Defendants failed to timely furnish accurate, itemized and legal
26 wage statements to Class Plaintiffs;
27 iv) Whether Defendants are derivatively liable pursuant to Labor Code § 203
28 to the Terminated Employee SubClass;

- 1 v) Whether Defendants' conduct constitutes unfair, illegal, or fraudulent
2 competition within the meaning of Bus. & Prof. Code § 17200 et seq.;
- 3 vi) Whether Defendants' conduct constitutes unfair, illegal, or fraudulent
4 business practices within the meaning of Bus. & Prof. Code § 17200 et
5 seq.;
- 6 vii) Whether the members of the Classes are entitled to compensatory damages,
7 and if so, the means of measuring such damages;
- 8 viii) Whether the members of the Classes are entitled to injunctive relief;
- 9 ix) Whether the members of the Classes are entitled to restitution; and
- 10 x) Whether Defendants are liable for attorneys' fees and costs.

11 45. Whether each member of the Classes might be required to ultimately justify an individual
12 claim does not preclude maintenance of a class action (see, e.g. *Collins v. Rocha* (1972) 7 Ca1.3d 232,
13 238).

14

15 **FIRST CAUSE OF ACTION**

16 **FOR MISCLASSIFICATION AS "INDEPENDENT CONTRACTOR"**

17 **(ON BEHALF OF THE CLASS PLAINTIFFS)**

18 **AGAINST ALL DEFENDANTS AND DOES 1-20, INCLUSIVE**

19 46. Class Plaintiffs re-allege and incorporate by reference all of the above paragraphs as
20 though set forth in full herein.

21 47. Class Plaintiffs are informed and believe, based thereupon allege, that Defendants
22 misclassified Class Plaintiffs as independent contractors by allocating a substantial portion of Class
23 Plaintiffs' wages as IRS 1099 compensation payable by regular check without deductions and itemized
24 wage statements.

25 48. Pursuant to Labor Code § 226.8(a)(1), it is unlawful for any person or employer to engage
26 in willful misclassification of an individual as an independent contractor. Pursuant to Labor Code §
27 226.8(b), if a court issues a determination that a person or employer has violated subdivision (a), the
28 person or employer shall be subject to a civil penalty of not less than five thousand dollars (\$5,000) and

1 not more than fifteen thousand dollars (\$15,000) for each violation, in addition to any other penalties or
2 fines permitted by law. Pursuant to Labor Code § 226.8(c), if a court issues a determination that a person
3 or employer has violated subdivision (a) and the person or employer has engaged in or is engaging in a
4 pattern or practice of these violations, the person or employer shall be subject to a civil penalty of not
5 less than ten thousand dollars (\$10,000) and not more than twenty-five thousand dollars (\$25,000) for
6 each violation, in addition to any other penalties or fines permitted by law.

7 49. During the period of Class Plaintiffs' employment with Defendants, Class Plaintiffs were
8 employees of Defendants, and each of them based upon their alter ego relationship, as defined by
9 California Labor Code § 350(b). However, Defendants purposefully misclassified Class Plaintiffs as
10 "Independent Contractors" because, by so doing, Defendants lowered their cost of doing business by
11 means of, but not limited to, the following:

12 50. Defendants did not report or pay the employer's share of federal or state payroll taxes with
13 respect to any of the funds paid to Class Plaintiffs, as required by required by federal and state law;

14 51. Defendants did not provide or pay for Workers Compensation insurance for Class
15 Plaintiffs;

16 52. Defendants did not provide or pay for State Disability insurance for Class Plaintiffs; and

17 53. Defendants did not provide or pay for benefits to Class Plaintiffs that other of Defendants'
18 employees received.

19 54. As a direct and proximate result of the aforementioned violations of California law
20 committed by defendants, Class Plaintiffs have suffered, and continue to suffer, substantial losses related
21 to the loss of the employer's share of payroll taxes, the use and enjoyment of such employee benefits,
22 and expenses and attorneys' fees in seeking to compel defendants to fully perform their obligation under
23 state law, all to their damage in amounts according to proof at time of trial, but in amounts in excess of
24 the minimum jurisdiction of this Court. Class Plaintiffs are thus entitled to recover nominal, actual and
25 compensatory damages in amounts according to proof at time of trial, but in amounts in excess of the
26 minimum jurisdiction of this Court.

27 55. Defendants' failure to classify Class Plaintiffs as employees, in violation of California
28 law, was knowing and intentional. Defendants have refused to classify Class Plaintiffs as employees for

1 false and fraudulent reasons. The decision to misclassify Class Plaintiffs as an “independent contractor”
2 was made, maintained, and enforced by Defendants, by and through their offices, directors and/or
3 managing agents, and was done willfully, maliciously, oppressively, and fraudulently, with the wrongful
4 and deliberate intention of injuring Class Plaintiffs, and with a conscious disregard for Plaintiffs’ rights
5 and Defendants’ obligations under California laws, all of which has deprived Class Plaintiffs of Class
6 Plaintiffs’ property and legal rights. Therefore, in addition to all other types of relief requested herein,
7 Class Plaintiffs are entitled to recover punitive and exemplary damages in amounts according to proof at
8 time of trial, but in amounts in excess of the minimum jurisdiction of this Court.

9 56. Pursuant to Labor Code §226.8(b)-(c), Plaintiffs seek a determination that Defendants
10 have violated subdivision (a) and have engaged in or are engaging in a pattern or practice of these
11 violations, and seeks penalties of \$25,000 for each violation, in addition to any other penalties or fines
12 permitted by law.

13
14 **SECOND CAUSE OF ACTION**
15 **FOR FAILURE TO PAY WAGES DUE**
16 **(ON BEHALF OF THE CLASS PLAINTIFFS)**
17 **AGAINST ALL DEFENDANTS AND DOES-20, INCLUSIVE**

18 57. Class Plaintiffs re-allege and incorporate by reference all of the above paragraphs as
19 though set forth in full herein.

20 58. At all relevant times, Defendants failed and refused to pay Class Plaintiffs wages earned
21 and required by 8 Code of Regulations §11090, as set forth hereinabove. As alleged herein, Defendants
22 routinely failed to pay Plaintiffs the minimum wage for all hours worked including non-driving time spent
23 waiting for unloading and loading and time spent waiting on standby.

24 59. As alleged herein, Class Plaintiffs were not exempt from the requirements of Labor Code
25 §510, 8 Code of Regulations §11090, and Industrial Welfare Commission Order No. 9-2001.

26 60. Class Plaintiffs have been deprived of their rightfully earned compensation as a direct and
27 proximate result of Defendants’ failure and refusal to pay said compensation. Class Plaintiffs are entitled
28 to recover such amounts, plus interest thereon, attorneys’ fees and costs.

THIRD CAUSE OF ACTION
FOR FAILURE TO PAY MINIMUM WAGES
LABOR CODE §§1182.12, 1194, 1194.2, 1197
(ON BEHALF OF THE CLASS PLAINTIFFS)
AGAINST ALL DEFENDANTS AND DOES-20, INCLUSIVE

61. Class Plaintiffs re-allege and incorporate by reference all of the above paragraphs as though set forth in full herein.

62. Pursuant to Labor Code § 1197, payment of less than the minimum wage fixed by law is unlawful. An employer violates the minimum wage statute even if the average rate for paid and unpaid hours exceeded the minimum wage. Under California law, Class Plaintiffs are entitled to at least the minimum wage for every hour worked.

63. In the four years immediately preceding the filing of this Complaint, Defendants failed and refused to pay Class Plaintiff the legal minimum wage in the State of California, as set forth in Labor Code § 1182.12.

a. From June 26, 2020 through trial, Class Plaintiffs worked hours without getting paid anything at all, not their regular hourly wage, or even the minimum wage.

64. Defendants' failure to pay the legal minimum wage to Class Plaintiffs as alleged herein is unlawful and creates entitlement, pursuant to Labor Code § 1197, to recovery by Class Plaintiffs in a civil action for the unpaid balance of the full amount of the unpaid wages owed.

65. Pursuant to Labor Code §1194, Class Plaintiffs request that the court award reasonable attorneys' fees and costs incurred by Class Plaintiffs in this action.

66. In addition, pursuant to Labor Code § 1194.2, Class Plaintiffs are entitled to recover liquidated damages in an amount equal to the minimum wages unlawfully unpaid as previously alleged, plus interest thereon.

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FOURTH CAUSE OF ACTION
FOR FAILURE TO PROVIDE ACURATE ITEMIZED WAGE STATEMENTS
LABOR CODE §§ 226
(ON BEHALF OF THE CLASS PLAINTIFFS)
AGAINST ALL DEFENDANTS AND DOES 1-20, INCLUSIVE

67. Class Plaintiffs re-allege and incorporate by reference all of the above paragraphs as though set forth in full herein.

68. Labor Code § 226(a) states in pertinent part: “Every employer shall, semimonthly or at the time of each payment of wages, furnish each of his or her employees, either as a detachable part of the check, draft, or voucher paying the employee's wages, or separately when 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 ... (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 ... (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid ... (8) the name and address of the legal entity that is 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”

69. Further, the IWC Wage Orders §12(A) states in pertinent part: “(A) Every employer shall keep accurate information with respect to each employee including the following: (3) Time records showing when the employee begins and ends each work period. Meal periods, split shift intervals, and total daily hours worked shall also be recorded ... (5) Total hours worked in the payroll period and applicable rates of pay”

70. Therefore, pursuant to Labor Code § 226(a) and the IWC Wage Orders §12(A), California employers are required to maintain accurate records pertaining to the total hours worked for Defendants by Class Plaintiffs, including but not limited to, beginning and ending of each work period, the number of piece-rate units earned and any applicable piece-rate if the employee is paid on a piece rate basis, meal period and split shift interval, the total daily hours worked, and the total hours worked per pay period and applicable rates of pay.

71. As a pattern and practice, in violation of Labor Code § 226(a) and the IWC Wage Orders

1 §12(A), Defendants did not and still do not furnish each of the Class Plaintiffs with any itemized wage
2 statement and/or accurate itemized statement in writing showing (1) gross wages earned, (2) total hours
3 worked by the employee, (3) the number of piece rate units earned and the applicable piece rate amount;
4 (4) all deductions, (5) net wages earned and/or (6) all applicable hourly rates in effect during each
5 respective pay period and the corresponding number of hours worked at each hourly rate by each
6 respective individual and/or pertaining to the total hours worked for Defendants by the Class Plaintiffs,
7 including but not limited to, beginning and ending of each work period, meal period and split shift
8 interval, the total daily hours worked, and the total hours worked per pay period and applicable rates of
9 pay.

10 72. As of January 1, 2013, SB 1255 amended Labor Code § 226 to clarify that an employee
11 suffers injury if the employer fails to provide accurate and complete information as required by any one
12 or more items listed in Labor Code §226(a)(1)-(9) and the employee cannot promptly and easily ascertain
13 requisite information without reference to other documents or information.

14 73. Here, the Class Plaintiffs suffered injury because Defendants failed to provide accurate
15 and complete information as required by one or more items listed in Labor Code §226(a)(1)-(9) and the
16 Class Plaintiffs could not and cannot promptly and easily ascertain requisite information without
17 reference to other documents or information.

18 74. In addition, the Class Plaintiffs have suffered injury as a result of Defendants' failure to
19 maintain accurate records for the Class Plaintiffs in that the Class Plaintiffs were not timely provided
20 written accurate itemized statements showing all requisite information, including but not limited to total
21 hours worked by the employee, net wages earned and all applicable hourly rates in effect during the pay
22 period and the corresponding number of hours worked at each hourly rate, the number of piece rate units
23 earned and the applicable piece rate amount, in violation of Labor Code § 226 and the IWC Wage
24 Orders §12(A), such that the Class Plaintiffs were misled by Defendants as to the correct information
25 regarding various items, including but not limited to total hours worked by the employee, net wages
26 earned and all applicable hourly rates in effect during the pay period and the corresponding number of
27 hours worked at each hourly rate.

28 75. The actual injuries suffered by the Class Plaintiffs as a result of Defendants' knowing and

1 intentional failure to maintain accurate records for the Class Plaintiffs include but are not limited to:

- 2 a. Confusion over whether they received all wages owed them by Defendants;
- 3 b. The difficulty and expense of attempting to reconstruct time and pay records;
- 4 c. Being forced to engage in mathematical computations to analyze whether
- 5 Defendants' wages in fact compensated for all hours worked;
- 6 d. The inability to accurately calculate wage rates complicated by the fact that wage
- 7 statement information required by Labor Code § 226 is missing;
- 8 e. That such practice prevents the Class Plaintiffs from being able to effectively
- 9 challenge information on their wage statements; and/or
- 10 f. The difficulty and expense of filing and maintaining this lawsuit, and the discovery
- 11 required to collect and analyze the very information that California law requires.

12 76. Pursuant to Labor Code § 226(e), the Class Plaintiffs are entitled to actual damages or
13 four thousand dollars (\$4,000.00), whichever is greater.

14 77. Pursuant to Labor Code § 226(g), the currently-employed members of the Class Plaintiffs
15 are entitled to injunctive relief to ensure Defendants' compliance with Labor Code §226.

16 78. Pursuant to Labor Code § 226(e) and/or § 226(g), the Class Plaintiffs are also entitled to
17 an award of costs and reasonable attorneys' fees.

18
19 **FIFTH CAUSE OF ACTION**
20 **FOR WAITING TIME PENALTIES**

21 **LABOR CODE § 203**
22 **(ON BEHALF OF THE TERMINATED EMPLOYEE SUBCLASS)**
23 **AGAINST ALL DEFENDANTS AND DOES-20, INCLUSIVE**

24 79. The Terminated Employee SubClass re-alleges and incorporates by reference the above
25 paragraphs as though set forth in full herein.

26 80. Labor Code § 203 provides that if an employer willfully fails to pay, without abatement
27 or reduction, in accordance with Labor Code §§ 201 and 202, any wages of an employee who is
28 discharged or who quits, the wages of the employee shall continue at the same rate, for up to thirty (30)

1 days from the due date thereof, until paid or until an action therefore is commenced.

2 81. The members of the Terminated Employee SubClass are no longer employed by
3 Defendants as they were either discharged from or quit Defendants' employ.

4 82. Defendants had a consistent and uniform policy, practice and procedure of willfully failing
5 to pay the earned wages of Defendants' former employees, as set forth above, according to amendment
6 or proof.

7 83. As set forth above, Defendants willfully failed to pay the members of the Terminated
8 Employee SubClass their entire wages due and owing at the time of their termination or within seventy-
9 two (72) hours of their resignation, and failed to pay those sums for up to thirty (30) days thereafter.

10 84. Defendants' willful failure to pay wages to the members of the Terminated Employee
11 SubClass violates Labor Code §203 because Defendants knew or should have known wages were due to
12 the members of the Terminated Employee SubClass, as set forth above, but Defendants failed to pay
13 them.

14 85. Thus, the members of the Terminated Employee SubClass are entitled to recovery
15 pursuant to Labor Code §203, as well as attorneys' fees and costs.

16
17 **SIXTH CAUSE OF ACTION**

18 **FOR UNFAIR COMPETITION**

19 **BUSINESS & PROFESSIONS CODE §§17200, ET SEQ.**

20 **(ON BEHALF OF THE CLASS PLAINTIFFS)**

21 **AGAINST ALL DEFENDANTS AND DOES-20, INCLUSIVE**

22 86. Class Plaintiffs re-allege and incorporate by reference all of the above paragraphs as
23 though set forth in full herein.

24 87. Bus. & Prof. Code § 17200 provides in pertinent part "...[U]nfair competition shall mean
25 and include any unlawful, unfair or fraudulent business act...."

26 88. Bus. & Prof. Code § 17205 provides that unless otherwise expressly provided, the
27 remedies or penalties provided for unfair competition "are cumulative to each other and to the remedies
28 or penalties available under all other laws of this state."

1 89. Bus. & Prof. Code § 17204 provides that an action for relief from unfair competition may
2 be prosecuted by any person who has suffered injury in fact and has lost money or property as a result of
3 such unfair competition.

4 90. Defendants have engaged in unlawful, unfair and fraudulent business acts or practices
5 prohibited by Bus. & Prof. Code § 17200, including those set forth in the preceding and foregoing
6 paragraphs of the complaint, thereby depriving Class Plaintiffs of the minimum working standards and
7 conditions due to them under the Labor Code and/or the IWC Wage Orders, as specifically described
8 herein.

9 91. Defendants have engaged in unfair business practices in California by practicing,
10 employing, and utilizing the employment practices outlined in the preceding paragraphs, specifically, by
11 requiring employees to perform the labor services complained of herein without the requisite
12 compensation.

13 92. Defendants' use of such practices constitutes an unfair business practice, unfair
14 competition and provides an unfair advantage over Defendants' competitors.

15 93. Class Plaintiffs have suffered injury in fact and have lost money or property as a result of
16 such unfair competition.

17 94. Class Plaintiffs seek full restitution from Defendants, as necessary and according to proof,
18 to restore any and all monies withheld, acquired and/or converted by Defendants by means of the unfair
19 practices complained of herein.

20 95. Further, if Defendants are not enjoined from the conduct set forth above, Defendants will
21 continue to practice, employ and utilize the employment practices outlined in the preceding paragraphs.

22 96. Therefore, Class Plaintiffs request that the Court issue a preliminary and permanent
23 injunction prohibiting Defendants from engaging in the foregoing conduct.

24 97. Class Plaintiffs seek the appointment of a receiver, as necessary, to establish the total
25 monetary relief sought from Defendants.

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SEVENTH CAUSE OF ACTION
FOR PENALTIES PURSUANT TO THE PRIVATE ATTORNEY GENERAL ACT
LABOR CODE §2699
(ON BEHALF OF THE CLASS PLAINTIFFS)
AGAINST ALL DEFENDANTS AND DOES-20, INCLUSIVE

98. Class Plaintiffs re-allege and incorporate by reference all of the above paragraphs as though set forth in full herein.

99. Under Labor Code § 2699, Class Plaintiffs, as aggrieved employees, may bring an action against Defendants, on behalf of himself and other current or former employees, seeking statutory civil penalties for Defendants' violations of the California Labor Code.

100. Class Plaintiffs were aggrieved employees within the meaning of Labor Code § 2699(a) and 2699.3(a), as Defendants have committed multiple California Labor Code violations against them, as pleaded hereinabove in this Complaint.

101. On December 29, 2023, more than 65 calendar days before filing this Complaint, Class Plaintiffs provided written notice by online filing to the Labor and Workforce Development Agency ("LWDA") and to Defendants SIDHU TRUCK LINE, SIDHU TRANS, KEVIN, and KULWANT of the specific provisions of the California Labor Code that Defendants violated, thereby satisfying the requirements of Labor Code §2699.3(a). These violations included Labor Code §§ 201, 202, 203, 226, 226.8, 510, 512, 1174, 1182.12, 1194, 1194.2, 1197, each of which is enumerated among the serious violations set forth in Labor Code §2699.5.

102. Under Labor Code §2699.3(c)(2)(A), Defendants may cure alleged violations within 33 calendar days of the postmarked date of the written notice sent by Class Plaintiffs. As of the filing of this Complaint, Defendants have not cured such violations within the specified time period. Consequently, Class Plaintiffs may now commence a civil action, pursuant to Labor Code § 2699.3.

103. As of the filing of this Complaint, and more than 65 days have passed since Class Plaintiffs' written notice to the LWDA, Class Plaintiffs have not received any response from the LWDA on its intent to pursue an action against Defendants. Consequently, Class Plaintiffs may now commence a civil action pursuant to Labor Code § 2699.3.

104. As a direct and proximate result of Defendants' California Labor Code violations as set forth in this Complaint, pursuant to Labor Code § 2699(f) (for those Labor Code sections that do not expressly provide for a penalty), Plaintiffs are entitled to civil penalties of \$100 for each aggrieved employee per pay period for the initial violation, and \$200 for each aggrieved employee per pay period for each subsequent violation, and civil penalties provided by the specific Labor Code sections that do expressly provide for a penalty, §§ 201, 226, 226.3, 246.5, and 558.

105. Plaintiffs, as a personal representative of the general public, will and does seek to recover any and all penalties for each and every violation shown to exist or to have occurred during the one year period before Plaintiffs filed Notice with the LWDA of his intent to bring this action, in an amount according to proof, as to those penalties that are otherwise only available to public agency enforcement actions. Funds recovered will be distributed in accordance with the PAGA, with at least 75% of the penalties recovered being reimbursed to the State of California and the LWDA. Plaintiffs are also entitled to reasonable attorney's fees and costs, and 25% of the recovered civil penalties, pursuant to Labor Code §§ 2699(g)(1)-(i). This PAGA claim under Labor Code §2 699 and §2 699.3 *et seq.*, does not require class certification as it is brought pursuant to the Private Attorneys General Act.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs pray:

That the Court issue an Order certifying the Classes herein, appointing the named Plaintiff AHMADI as representative of all others similarly situated, and appointing the law firm(s) representing the named Plaintiff AHMADI as counsel for the Class Plaintiffs;

As to the First Cause of Action for Misclassification to Pay Wages

- a. For penalties pursuant to Labor Code § 226.7(b)-(c), in an amount of no less than \$25,000 for each violation;
- b. For prejudgment interest as allowed by § 1194(a);
- c. For an award of reasonable attorneys' fees and costs pursuant to Labor Code §218.5 and/or Labor Code §1194(a);

1 As to the Second Cause of Action for Failure to Pay Wages:

- 2 a. For recovery of the unpaid balance of the full amount of wages due and owing, according to
3 proof;
4 b. For prejudgment interest as allowed by Labor Code §§201, 226.7, 512, 558, 1182.12, 1194,
5 1194.2;
6 c. For an award of reasonable attorneys' fees and costs pursuant to Labor Code §218.5 and/or
7 Labor Code §1194(a);
8

9 As to the Third Cause of Action for Failure to Pay Minimum Wage:

- 10 a. For recovery of the unpaid balance of the full amount of minimum wages due and owing,
11 according to proof;
12 b. For prejudgment interest;
13 c. For liquidated damages as allowed by Labor Code § 1194.2;
14 d. For an award of reasonable attorneys' fees and costs pursuant to Labor Code §218.5 and/or
15 Labor Code §1194(a);
16

17 As to the Fourth Cause of Action for Failure to Provide Accurate Itemized Wage Statements:

- 18 a. For damages according to proof;
19 b. For recovery as authorized by Labor Code § 226(e) and 226.3;
20 c. For an award of costs and reasonable attorneys' fees pursuant to Labor Code § 226(e) and/or
21 § 226(g);
22

23 As to the Fifth Cause of Action for Derivative Violations of Labor Code § 203 (Waiting Time Penalty):

- 24 a. For recovery as authorized by Labor Code § 203;
25 b. For an award of reasonable attorneys' fees and costs pursuant to Labor Code § 203 and/or
26 Labor Code § 1194(a);
27
28

1 As to the Sixth Cause of Action for Unfair Business Practices:

- 2 a. For an accounting, under the administration of Plaintiffs and/or the receiver and subject to
3 Court review, to determine the amount to be returned by Defendants, and the amounts to be
4 refunded to members of the Classes who are owed monies by Defendants;
- 5 b. For an Order requiring Defendants to identify each of the members of the Classes by name,
6 home address, home telephone number, cell phone number, and, if available, email address;
- 7 c. For an Order requiring Defendants to make full restitution and payment pursuant to California
8 law;
- 9 d. For an Order for a preliminary and/or permanent injunction prohibiting Defendants from
10 engaging in the acts complained of herein;
- 11 e. For all other appropriate injunctive, declaratory and equitable relief;
- 12 f. For interest to the extent permitted by law;
- 13 g. For an award of attorneys' fees and costs incurred in the investigation, filing and prosecution
14 of this action pursuant to CCP § 1021.5, B&PC § 17200 et seq., Labor Code § 1194 and/or
15 any other applicable provision of law;
- 16

17 As to the Seventh Cause of Action for PAGA Penalties, Labor Code § 2699 et seq.:

- 18 a. For civil penalties pursuant to Labor Code § 2699(f), in addition to and entirely independent
19 and apart from other penalties in the Labor Code and for Labor Code violations without a
20 specific penalty, in the amount of \$100 for each aggrieved employee per pay period for each
21 violation, and \$200 for each aggrieved employee per pay period for each subsequent violation;
- 22 b. For civil penalties pursuant to Labor Code § 558, in addition to and entirely independent and
23 apart from other penalties in the Labor code, as follows: (i) For any violation, fifty dollars
24 (\$50) for each aggrieved underpaid employee for each pay period for the employee was
25 underpaid, and an additional penalty amount sufficient to recover underpaid wages; (ii) For
26 each subsequent violation, one hundred dollars (\$100) for each aggrieved underpaid employee
27 for each pay period for which the employee was underpaid, and an additional penalty amount
28

1 sufficient to recover the underpaid wages; and (iii) for these amounts to be paid to the
2 aggrieved employees;

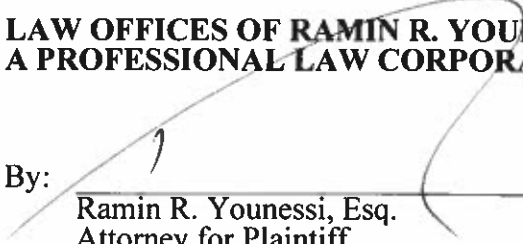
- 3 c. For an award of reasonable attorneys' fees and costs pursuant to Labor Code § 2699(g)(1) and
4 any other applicable statute;

5
6 As to All Causes of Action:

- 7 a. For such relief as this Court may deem just and proper, including reasonable attorneys' fees
8 and costs incurred.

9
10
11 DATED: June 28, 2024

**LAW OFFICES OF RAMIN R. YOUNESSI
A PROFESSIONAL LAW CORPORATION**

12
13 By: 

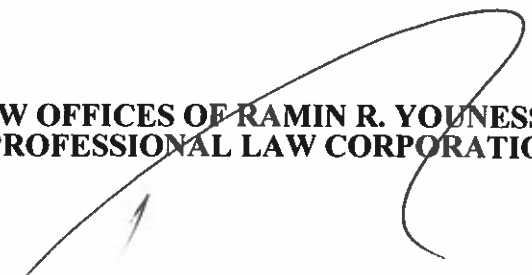
14 Ramin R. Younessi, Esq.
15 Attorney for Plaintiff
16 ASGHAR AHMADI, on behalf of himself, and
17 all other similarly situated employees, and on
18 behalf of all aggrieved employees

19
20 **JURY TRIAL DEMANDED**

21 Plaintiff demands trial of all issues by jury.

22
23 DATED: June 28, 2024

**LAW OFFICES OF RAMIN R. YOUNESSI
A PROFESSIONAL LAW CORPORATION**

24 By: 

25 Ramin R. Younessi, Esq.
26 Attorney for Plaintiff
27 ASGHAR AHMADI, on behalf of himself, and
28 all other similarly situated employees