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FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO
SAN BERNARDINO DISTRICT

MAR 25 2024

Leanne M. Landerios
BY: LEANNE M. LANDERIOS Deputy

Attorneys for Plaintiff, on a representative basis and on behalf of all others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN BERNARDINO

MANPREET SINGH, individually, on a
representative basis, and on behalf of all
others similarly situated;

Plaintiff,

vs.

HSD TRUCKING, INC., a California
Corporation; and DOES 1 through 20,
inclusive;

Defendants.

Case No.: CIVSB2403148

[Assigned to Hon. Jessica Morgan, Dept S26,
for all purposes]

FIRST AMENDED COMPLAINT

CLASS ACTION CLAIMS

- (1) Failure to Pay Minimum Wages;
- (2) Failure to Pay for Rest and Recovery
Periods Under Labor Code § 226.2;
- (3) Failure to Reimburse Bus. Expenses;
- (4) Unlawful Deduction of Wages;
- (5) Failure to Timely Pay Final Wages;
- (6) Failure to Provide Accurate Itemized
Wage Statements;
- (7) Unfair and Unlawful Competition;

PAGA CLAIMS

- (8) Failure to Pay Minimum Wages;
- (9) Failure to Pay for Rest and Recovery
Periods Under Labor Code § 226.2;
- (10) Failure to Reimburse Bus. Expenses;
- (11) Unlawful Deduction of Wages;
- (12) Failure to Timely Pay Wages;
- (13) Failure to Timely Pay Final Wages;
- (14) Failure to Provide Accurate Itemized
Wage Statements

JURY TRIAL DEMANDED

Complaint filed: 1/17/2024

1 Plaintiff Manpreet Singh (“Plaintiff”) on behalf of himself, on a representative basis, and
2 on behalf of others similarly situated, complains and alleges as follows.

3 **I. INTRODUCTION AND GENERAL ALLEGATIONS**

4 1. Plaintiff brings this action against his employers, Defendant HSD Trucking, Inc.,
5 and DOES 1 through 20, inclusive, (collectively, the “Defendants”) on behalf of himself and all
6 other current and former California resident truck drivers employed by Defendants and who
7 drove in California within the last four years (the “Represented Employees”), for Defendants’
8 violations of the California Labor Code stemming from Defendants’ failure to pay all wages
9 owed, including minimum and regular wages, failure to pay for rest and recovery periods and
10 other nonproductive time under Labor Code § 226.2, failure to reimburse business expenses, the
11 unlawful deduction of wages, failure to timely pay wages, and failure to provide accurate
12 itemized wage statements, among other claims.

13 2. Plaintiff was employed by Defendants from October 2023 through January 2024
14 as a truck driver.

15 3. Plaintiff alleges on information and belief that the Represented Employees were
16 subjected to the same policies, working conditions, and corresponding wage and hour violations
17 to which Plaintiff was subjected during his employment.

18 4. Plaintiff and the Represented Employees were not provided proper minimum and
19 regular wages owed due to Defendants’ policy which only provided piece-rate compensation
20 (*i.e.*, per-mile pay for each mile driven). Under this pay plan, Plaintiff and the Represented
21 Employees did not receive separate hourly compensation at no less than the minimum wage for
22 unpaid, on-duty, time including tasks, such as but not limited to, pre-trip and post-trip
23 inspections, detention time, completing paperwork, refueling or repair, and downtime between
24 runs. Also, the compensation paid to Plaintiff and the Represented Employees often resulted in a
25 payment of wages at less than the required California minimum wages for all hours worked.

26 5. Furthermore, Plaintiff and the Represented Employees were not provided proper
27 minimum and regular wages due to Defendants’ failure to accurately record and compensate for
28 all hours worked. For example, Plaintiff and the Represented Employees were often required to

1 clock out for meal periods and/or rest breaks yet were under Defendants' control and required to
2 perform duties for Defendants while off the clock. As a result of this policy and practice,
3 Plaintiff and the Represented Employees were required to perform off-the-clock work that
4 Defendants either knew or should have known they were performing.

5 6. Additionally, Plaintiff and the Represented Employees are/were employees of
6 Defendants who were paid on a piece-rate basis. However, Defendants did not comply with the
7 requirements of Labor Code § 226.2 when it failed to provide separate payments to its piece-rate
8 employees for rest and recovery periods and other nonproductive time.

9 7. Also, Defendants required Plaintiff and the Represented Employees to incur
10 substantial business-related expenses and costs without reimbursement. For example,
11 Defendants required Plaintiff and the Represented Employees to use personal cell phones to
12 carry out their duties for Defendants without reimbursement. And Defendants also violated
13 Labor Code § 221 regarding the unlawful deduction of wages when they took money from the
14 checks of Plaintiff and the Represented Employees for reasons such as reimbursement for
15 damages to the truck (which cost should be borne by Defendants – not its employees).

16 8. Plaintiff also alleges that he and the Represented Employees were not paid all
17 wages due and owing upon separation of employment within the time required by Labor Code §§
18 201 – 203. Plaintiff further alleges that Defendants engaged in the practice of failing to pay all
19 wages due and owing to Plaintiff and the Represented Employees at the time their employment
20 ended with Defendants, including, but not limited to minimum wages and regular wages.

21 9. Plaintiff further alleges that Defendants failed to provide accurate itemized wage
22 statements that fully complied with the requirements of Labor Code § 226(a).

23 10. Plaintiff alleges that Defendants' violations of the wage and hour components of
24 the Labor Code and IWC Wage Orders enabled it to decrease expenses and to increase its level
25 of productivity and profits, thereby allowing Defendants to gain an unfair advantage over its
26 competitors.

27 11. At all material times, Defendants and DOES 1 through 10 were and/or are
28 Represented Employees' employers or persons acting on behalf of Represented Employees'

1 employer, within the meaning of California Labor Code § 558, who violated or caused to be
2 violated, a section of Part 2, Chapter 1 of the California Labor Code or any provision regulating
3 hours and days of work in any Order of the Industrial Welfare Commission and, as such, are
4 subject to penalties for each underpaid employee as set forth in Labor Code § 558 and under
5 California law.

6 12. Plaintiff brings this lawsuit seeking declaratory, injunctive, equitable, and
7 monetary relief against Defendants and each of them, on behalf of himself and the Represented
8 Employees to recover, among other things, unpaid wages and benefits, interest, attorneys' fees,
9 penalties, costs and expenses pursuant to California Labor Code §§ 200, 201, 202, 203, 218.6,
10 221, 223, 226, 226.2, 226.3, 558, 1194, 1194.2, and 2802, among possibly other sections
11 inadvertently omitted. Plaintiff also reserves the right to name additional representatives
12 throughout the State of California.

13 **II. JURISDICTION**

14 13. This Court has jurisdiction over the claims for relief of Plaintiff and the
15 Represented Employees pursuant to the Labor Code and the IWC Wage Orders.

16 **III. VENUE**

17 14. Venue as to each Defendant is proper in this Court pursuant to Code of Civil
18 Procedure § 395(a). Defendants transact business in San Bernardino County and the unlawful
19 acts alleged herein have a direct effect on Plaintiff and the Represented Employees in San
20 Bernardino County. Furthermore, Defendants employed or employ Plaintiff and Represented
21 Employees in San Bernardino County.

22 **IV. PARTIES**

23 **Plaintiff**

24 15. Plaintiff and Class Representative Manpreet Singh was employed by Defendants
25 from approximately October 2023 through January 2024 and performed work for Defendants in
26 San Bernardino County (including deliveries in Chino, CA).

27 ///

28 ///

1 **Defendants**

2 16. Plaintiff is informed and believes and thereon alleges that Defendant HSD
3 Trucking, Inc., is a California corporation authorized to and doing business in San Bernardino
4 County, California, and is and/or was the legal employer of Plaintiff and the Represented
5 Employees during the applicable statutory periods.

6 17. Plaintiff is ignorant of the true names, capacities, relationships, and extent of
7 participation in the conduct herein alleged, of Defendants sued herein as DOES 1 through 20,
8 inclusive, but on information and belief alleges that those Defendants are legally responsible for
9 the payment of penalties and damages to Plaintiff and all Represented Employees by virtue of
10 Defendants' unlawful actions and practices and therefore sue these Defendants by such fictitious
11 names. Plaintiff will amend this complaint to allege the true names and capacities of the DOE
12 Defendants when ascertained.

13 18. Plaintiff is informed and believes and thereon alleges that he worked under the
14 joint direction and control of Defendants and that Defendants, and each of them, acted in all
15 respects pertinent to this action as the agent of the other Defendants, carried out a joint scheme,
16 business plan or policy in all respect pertinent hereto, and the acts of each Defendant are legally
17 attributable to the other Defendants. On information and belief, a unity of interest and ownership
18 between each Defendant exists such that all Defendants acted as a single employer of Plaintiff
19 and other similarly situated employees.

20 19. Plaintiff is informed and believes and thereon alleges that, in conducting
21 themselves in the manner described herein, Defendants, and each of them, were acting in active
22 concert with one another such that the acts of each were and are fully attributable to the others in
23 all material respects. Plaintiff is further informed and believes that at all relevant times
24 Defendants and each of them are now, and at all material times herein mentioned were, the
25 agents, servants, employees, partners, affiliates, and/or representatives of each of their remaining
26 co-Defendants, and were, at all times herein mentioned, acting within the course, scope, and
27 purpose of such relationship(s) and with the knowledge, consent and/or ratification of each of
28 their remaining co-Defendants.

1 20. Furthermore, Plaintiff is informed and believes and thereon alleges that
2 Defendants, and each of them, are an integrated enterprise and should be treated as a single
3 employer because these entities share an interrelation of operations, with common human
4 resources and personnel policies and shared common offices and facilities. Additionally,
5 Defendants also have a shared website, common management, a centralized control of labor
6 operations, and common ownership or financial control.

7 21. Plaintiff is further informed and believes that at all relevant times, Defendants
8 have been inadequately capitalized to conduct business, have failed to follow appropriate
9 corporate formalities, and have simply been a shell and instrumentality through which
10 Defendants DOES 11 through 20, inclusive, have conducted their personal affairs. Accordingly,
11 the corporate veil should be pierced and any liability attached, Defendants should be imposed
12 jointly and severally against Defendants DOES 11 through 20. Adherence to the fiction of the
13 separate existence of these corporate entities would permit abuse of the corporate privilege,
14 thereby sanctioning fraud and promoting injustice.

15 **V. CLASS ACTION ALLEGATIONS**

16 22. Plaintiff incorporates the preceding paragraphs of the First Amended Complaint
17 as if fully alleged herein.

18 23. Plaintiff brings this action on behalf of himself and all others similarly situated as
19 a class action, pursuant to Code of Civil Procedure § 382.

20 24. The relevant time period for this class action is defined as the time period
21 beginning four years prior to the filing of this action until class certification (the “Relevant Time
22 Period”).

23 25. The Class, also referred to as the “Represented Employees,” that Plaintiff seeks to
24 represent is defined as follows:

25 **California Class**

26 All current and former California resident truck drivers
27 employed by Defendants and who drove in California at any
28 time during the Relevant Time Period.

1 26. Plaintiff reserves the right to amend or modify the class description with greater
2 specificity or further division into subclasses or limitation to particular issues as appropriate.

3 27. Plaintiff, as Class Representative, is a member of the class that he seeks to
4 represent.

5 28. This action has been brought and may properly be maintained as a class action
6 under Code of Civil Procedure § 382 because there is a well-defined community of interest in the
7 litigation and the proposed class is easily ascertainable from Defendants' personnel and payroll
8 records.

9 29. **Numerosity:** The potential members of the Class as defined are so numerous that
10 a joinder of all Represented Employees is impracticable. Although the exact number is currently
11 unknown to Plaintiff, this information is easily ascertainable from Defendants' payroll and
12 personnel records.

13 30. **Commonality:** There are questions of law and fact common to the class which
14 predominate over any questions affecting only individual members of the class, including
15 without limitation:

16 i. Whether Defendants violated the California Labor Code and IWC Wage
17 Order by failing to pay proper minimum and regular wages to Plaintiff and the Represented
18 Employees for all hours worked;

19 ii. Whether Defendants violated California Labor Code and IWC Wage
20 Order by paying the Represented Employees on a piece-rate basis yet not providing separate
21 hourly compensation for rest periods and other nonproductive time;

22 iii. Whether Defendants violated the California Labor Code and applicable
23 IWC Wage Order by failing to reimburse Plaintiff and the Represented Employees for business
24 expenses incurred while discharging their duties or in obedience to the directions of their
25 employer;

26 iv. Whether Defendants violated the California Labor Code and applicable
27 IWC Wage Order by unlawfully deducting amounts from the wages of Plaintiff and the
28 Represented Employees;

1 v. Whether Defendants violated the California Labor Code by failing to
2 timely pay all wages due upon separation of employment between Defendants and Plaintiff and
3 Represented Employees, whether such separation was voluntary or involuntary;

4 vi. Whether Defendants violated the California Labor Code by failing to
5 provide Plaintiff and Represented Employees with complete, accurate, itemized wage statements;

6 vii. Whether Defendants violated California Business & Professions Code §§
7 17200 *et seq.* due to the: failure to pay all wages owed, failure to reimburse business expenses,
8 unlawful deduction of wages, and failure to timely pay final wages; and

9 viii. Whether Plaintiff and Represented Employees are entitled to equitable
10 relief pursuant to California Business & Professions Code §§ 17200 *et seq.*

11 31. **Typicality:** Plaintiff's claims, as the Class Representative, are typical of the
12 claims of The Class. Plaintiff, like other members of The Class, was subjected to Defendants'
13 ongoing Labor Code and Wage Order violations including pertaining to the failure to pay all
14 wages owed, failure to reimburse business expenses, unlawful deduction of wages, failure to
15 timely pay final wages, and failure to provide accurate itemized wage statements.

16 32. **Adequacy of Representation.** Plaintiff, as the Class Representative, will fairly
17 and adequately represent and protect the interests of the Class. Plaintiff's interests are not in
18 conflict with those of the Class. Class Representative's counsel are competent and experienced in
19 litigating large employment class actions and other complex litigation matters, including cases
20 like this case.

21 33. **Superiority of Class Action.** Class certification is appropriate because a class
22 action is superior to other available means for the fair and efficient adjudication of this
23 controversy. Individual joinder of all Represented Employees is not practicable, and questions of
24 law and fact common to the Class predominate over any questions affecting only individual
25 members of the Class. Each Represented Employee has been damaged and is entitled to
26 recovery by reason of Defendants' illegal policies and practices set forth above. Class action
27 treatment will allow those similarly situated persons to litigate their claims in the manner that is
28 most efficient and economical for the parties and the judicial system.

1 **FIRST CAUSE OF ACTION**

2 **FAILURE TO PAY MINIMUM AND REGULAR WAGES**

3 (Labor Code §§ 200, 1194, 1194.2, 1197; IWC Wage Order § 4)

4 34. Plaintiff incorporates the preceding paragraphs of the First Amended Complaint
5 as if fully alleged herein.

6 35. Plaintiff and the Represented Employees were not exempt from the requirement
7 to be paid at least the applicable California minimum wage throughout the statutory period for
8 each hour worked.

9 36. Plaintiff and the Represented Employees were not provided proper minimum and
10 regular wages owed due to Defendants' policy which only provided piece-rate compensation
11 (*i.e.*, for each mile driven). Under this pay plan, Plaintiff and the Represented Employees did not
12 receive separate hourly compensation at no less than the minimum wage for unpaid, on-duty
13 time tasks, such as but not limited to, pre-trip and post-trip inspections, detention time,
14 completing paperwork, refueling or repair, and downtime between runs.

15 37. Also, Defendants' piece-rate pay plan often resulted in a payment of wages to
16 Plaintiff and the Represented Employees at less than the required California minimum wages for
17 all hours worked. Due to traffic and other conditions, Defendants' piece-rate pay often illegally
18 resulted in a rate of pay under the applicable minimum wage.

19 38. Plaintiff and the Represented Employees were also not provided proper minimum
20 and regular wages due to Defendants' failure to accurately record and compensate for all hours
21 worked. For example, Plaintiff and the Represented Employees were often required to clock out
22 for meal periods and/or rest breaks yet were under Defendants' control and required to perform
23 duties for Defendants while off the clock. As a result of this policy and practice, Plaintiff and the
24 Represented Employees were required to perform off-the-clock work that Defendants either
25 knew or should have known they were performing.

26 39. Consequently, Defendants violated California Labor Code laws and minimum
27 wage laws, *inter alia*, Labor Code §§ 200, 221, 222, 223, 1197, IWC Wage Order 9, § 4, and
28 Cal. Code Regs., tit. 8, section 11090, subds. 1 and 4(B).

1 40. Plaintiff is informed and believes and thereon alleges that Defendants
2 intentionally, willfully, and improperly failed to pay wages to Plaintiff and the Represented
3 Employees for each hour worked in violation of Labor Code §§ 221-223, 1194 and 1197.

4 41. Defendants' conduct was willful, as Defendants knew that Plaintiff and the
5 Represented Employees were entitled to be paid wages throughout the statutory period for each
6 hour worked, including proper minimum wages, yet Defendants chose not to pay them in
7 accordance thereto.

8 42. At all material times, Defendants DOES 1 through 20 were and/or are Plaintiff's
9 and the Represented Employees' employers or persons acting on behalf of Plaintiff and the
10 Represented Employees' employer, within the meaning of California Labor Code § 558, who
11 violated or caused to be violated Labor Code § 204 and a provision or provisions of Part 2,
12 Chapter 1 of the California Labor Code regulating hours and days of work respectively.

13 43. During employment of Plaintiff and the Represented Employees, Defendants
14 failed to pay them all wages to which they were entitled, thereby receiving an economic benefit.

15 44. As a result of the Defendants' wrongful conduct, Plaintiff and the Represented
16 Employees have been damaged in amounts to be proven at trial.

17 45. Plaintiff, on behalf of himself and the Represented Employees, seeks recovery of
18 all unpaid wages, liquidated damages, penalties, interest, attorneys' fees and costs, pursuant to
19 Labor Code §§ 1194 and 1194.2, against Defendants in an amount to be proven at trial.

20 **SECOND CAUSE OF ACTION**

21 **FAILURE TO PAY FOR REST AND RECOVERY PERIODS AND OTHER**
22 **NONPRODUCTIVE TIME**

23 (Labor Code § 226.2)

24 46. Plaintiff incorporates the preceding paragraphs of the First Amended Complaint
25 as if fully alleged herein.

26 47. Plaintiff and the Represented Employees are and/or were employees of
27 Defendants who were paid on a piece-rate basis.
28

48. Labor Code § 226.2 requires employers that pay their employees on a piece-rate basis to provide separate payment for rest and recovery periods at a regular hourly rate that is no less than the higher of the applicable minimum wage or “an average hourly rate determined by dividing the total compensation for the workweek, exclusive of compensation for rest and recovery periods and any premium compensation for overtime, by the total hours worked during the workweek, exclusive of rest and recovery periods.” Labor Code § 226.2(a)(3)(A).

49. Furthermore, Labor Code § 226.2 requires employers that pay their employees on a piece-rate basis to provide separate payment for nonproductive time at an hourly rate that is no less than the applicable minimum wage. Labor Code § 226.2(a)(4).

50. At all relevant times herein, Defendants failed to compensate the Represented Employees, including Plaintiff, for all rest and recovery periods and all other nonproductive time separate from any piece-rate compensation at the rate required by Labor Code § 226.2. Therefore, Defendants violates Labor Code § 226.2 every pay period with respect to Plaintiff and each and every one of the Represented Employees.

51. As a result of Defendant's violation of Labor Code § 226.2, Plaintiff and the Represented Employees seek to recover, in a civil action, the unpaid balance of the full amount of unpaid payments for rest and recovery periods and other nonproductive time, including interest thereon, reasonable attorneys' fees, and costs of suit.

THIRD CAUSE OF ACTION

FAILURE TO REIMBURSE BUSINESS EXPENSES

(Labor Code § 2802)

52. Plaintiff incorporates the preceding paragraphs of the First Amended Complaint as if fully alleged herein.

53. Plaintiff and the Represented Employees are and/or were employees of Defendants who did not receive proper protections and benefits of the laws governing reimbursement of business expenses.

54. Labor Code § 2802(a) requires that the employer indemnify its employees for expenses incurred while discharging their duties or in obedience to directions of their employer.

1 55. At all relevant times herein mentioned, as a condition of employment, Defendants
2 required Plaintiff and the Represented Employees to incur substantial business-related expenses
3 and costs without reimbursement. For example, Defendants required Plaintiff and the
4 Represented Employees to incur costs relating to tolls and gas, without reimbursement, and also
5 required personal cell phone use to carry out duties for Defendants without reimbursement.

6 56. At all relevant times herein, Defendants violated Labor Code § 2802(a) when they
7 failed to reimburse Plaintiff and the Represented Employees for expenses incurred as a direct
8 consequence of Plaintiff's employment with Defendant and/or under the direction of Defendants.

9 57. At all relevant times herein, Defendants failed to reimburse the Represented
10 Employees, including Plaintiff, for expenses incurred while discharging duties to Defendants,
11 thereby receiving an economic benefit.

12 58. As a direct result of Defendants' violation of Labor Code § 2802 and IWC Wage
13 Order § 9(B), Plaintiff and the Represented Employees have suffered, and continue to suffer,
14 substantial losses related to such incurred expenses, expenses, and attorney's fees in seeking to
15 compel Defendants to fully perform their obligations under the law, all in an amount to be
16 proved at time of trial.

17 59. Labor Code § 2802(b) states that "[a]ll awards made by a Court for
18 reimbursement of necessary expenditures" shall carry interest, at the same rate as judgments in
19 civil actions, and said interest will accrue from the date on which the employee incurred the
20 necessary expenditure or loss including, but not limited to, reasonable costs and attorney's fees
21 incurred by the employee enforcing the rights granted pursuant to Labor Code § 2802. The exact
22 amount of the necessary expenditures or losses is in an amount to be proven at time of trial.

23 60. Furthermore, Labor Code § 2802(c) states that "[f]or the purposes of this section,
24 the term 'necessary expenditures or losses' shall include all reasonable costs, including, but not
25 limited to, attorney's fees incurred by the employee in enforcing the rights granted by this
26 section." Therefore, Plaintiff and the Represented Employees seek to recover the unreimbursed
27 expenses, interest on the unreimbursed expenses, and the costs and attorney's fees necessarily
28 incurred in pursuing same. The exact amount of reimbursements, interest, costs, and attorney's

1 fees will be in an amount to be proved at the time of trial.

2 **FOURTH CAUSE OF ACTION**

3 **UNLAWFUL DEDUCTION OF WAGES**

4 (Labor Code § 221)

5 61. Plaintiff incorporates the preceding paragraphs of the First Amended Complaint
6 as if fully alleged herein.

7 62. California Labor Code § 221 states that “[i]t shall be unlawful for any employer to
8 collect or receive from an employee any part of wages theretofore paid by said employer to said
9 employee.” Labor Code § 221 reflects “‘California's strong public policy favoring the protection
10 of employees' wages.’” *Sciborski v. Pacific Bell Directory* (2012) 205 Cal.App.4th 1152, 1166,
11 quoting *Harris v. Investor's Business Daily, Inc.* (2006) 138 Cal.App.4th 28, 40–41.

12 63. Furthermore, Labor Code § 219 states that the protections of Labor Code § 221
13 cannot “be contravened or set aside by a private agreement.” Therefore, the rights under Labor
14 Code § 221 are nonnegotiable and cannot be waived by the parties. See *Sciborski*, supra at 1166.
15 Also, under Labor Code §§ 219 and 221, an employer may not “require its employees to consent
16 to unlawful deductions from their wages.” *Hudgins v. Neiman Marcus Group, Inc.* (1995) 34
17 Cal.App.4th 1109, 1124.

18 64. As previously alleged herein, Defendant engaged in the unlawful deduction of
19 wages when it took monies from the wages of Plaintiff and the Represented Employees. As a
20 result of Defendants’ violations of Labor Code § 221, Plaintiff and the Represented Employees
21 seek to recover the total amount of wages unlawfully deducted, as well as penalties, interest,
22 attorneys’ fees, and costs as permitted under California law.

23 **FIFTH CAUSE OF ACTION**

24 **FAILURE TO TIMELY PAY FINAL WAGES**

25 (Labor Code §§ 201 – 203)

26 65. Plaintiff incorporates the preceding paragraphs of the First Amended Complaint
27 as if fully alleged herein.
28

66. Plaintiff and the Represented Employees are and/or were employees of Defendants who did not receive proper protections and benefits of the laws governing the timing and payment of wages.

67. Labor Code § 201 requires that the employer immediately pay any wages, without abatement or reduction, to any employee who is discharged.

68. Labor Code § 202 requires that the employer pay all wages earned and unpaid, without abatement or reduction, no later than 72 hours of receiving an employee's notice of intent to quit or immediately at the time of quitting if at least a 72-hour notice was provided.

69. Labor Code §§ 201-203 cause the unpaid wages of the employee to continue as a penalty from the due date thereof at the same rate until paid or until an action therefore is commenced, but the wages shall not continue for more than thirty (30) days.

70. At all relevant times, Defendants employed a policy and practice whereby Plaintiff and the Represented Employees were not paid all wages due and owing upon separation of employment within the time required by Labor Code §§ 201 and 202.

71. Also, at all relevant times, Defendants engaged in the practice of failing to pay all wages due and owing to Plaintiff and the Represented Employees upon separation of employment, including, but not limited to, minimum and regular wages.

72. Plaintiff alleges that, at all times material to this action, Defendants had a planned pattern and practice of failing to timely pay Plaintiff and the Represented Employees all wages due and owing upon separation of employment as required by Labor Code §§ 201 and 202. Consequently, pursuant to Labor Code § 203, Defendants owe Plaintiff and the Represented Employees the above-described waiting time penalty, all in an amount to be shown according to proof at trial and within the jurisdiction of this Court.

SIXTH CAUSE OF ACTION

FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS

(Labor Code § 226)

73. Plaintiff incorporates the preceding paragraphs of the First Amended Complaint as if fully alleged herein.

1 74. Plaintiff and the Represented Employees are and/or were employees of
2 Defendants who did not receive proper protections and benefits of the laws governing the
3 provision of accurate itemized wage statements.

4 75. Labor Code § 226(a) requires an employer to provide its employees with itemized
5 wage statements accurately stating the number of piece-rate units earned and any applicable
6 piece rate, gross wages earned, all deductions, net wages earned, the inclusive dates of the pay
7 period, the employee's name and the last four digits of his or her Social Security number (or
8 employee identification number), the name and address of the legal entity that is the employer,
9 and all applicable hourly rates in effect during the pay period and the corresponding number of
10 hours worked at each hourly rate by the employee.

11 76. Defendants violates Labor Code § 226(a) every pay period with respect to
12 Plaintiff and the Represented Employees because the wage statements that Defendants issued to
13 Plaintiff and the Represented Employees failed to accurately state the number of piece-rate units
14 earned and the applicable piece rate, gross wages earned, total hours worked, all deductions, net
15 wages earned, the name and address of the legal entity that is the employer, and all applicable
16 hourly rates in effect during the pay period and the corresponding number of hours at each
17 hourly rate by the employee.

18 77. Furthermore, Labor Code § 226.2(a) states "[f]or employees compensated on a
19 piece-rate basis during a pay period, the following shall apply for that pay period: [...] (2) the
20 itemized statement required by subdivision (a) of Section 226 shall, in addition to the other items
21 specified in that subdivision, separately state the following, to which the provisions of Section
22 226 shall also be applicable: (A) the total hours of compensable rest and recovery periods, the
23 rate of compensation, and the gross wages paid for those periods during the pay period [and] (B)
24 [...] the total hours of other nonproductive time, [...] the rate of compensation, and the gross
25 wages paid for that time during the pay period."

26 78. At all relevant times, Defendants failed to provide a wage statement to Plaintiff
27 and the Represented Employees that complied with the requirements of Labor Code §
28 226.2(a)(2) because the wage statements did not include any information regarding compensable

1 rest and recovery periods, nonproductive time, or the rates of pay and compensation for the
2 same. As such, Defendants violate Labor Code § 226 and § 226.2 every pay period with respect
3 to Plaintiff and the Represented Employees.

4 79. Defendants' failure to provide the required writing deprived Plaintiff and the
5 Represented Employees of the ability to know, understand, and question the calculation and rate
6 of pay and hours used to calculate the wages paid by Defendants. Therefore, Plaintiff and the
7 Represented Employees had no way to dispute the resulting miscalculation of wages, all of
8 which resulted in an unjustified economic enrichment to said Defendants. As a direct result,
9 Plaintiff and the Represented Employees have suffered and continue to suffer, substantial losses
10 related to the use and enjoyment of such wages, lost interest on such wages and expenses and
11 attorney's fees in seeking to compel Defendants to fully perform its obligation under state law,
12 all to their respective damages in amounts according to proof at trial.

13 80. As a result of Defendants' knowing and intentional failure to comply with Labor
14 Code § 226(a), Plaintiff and the Represented Employees have suffered an injury in that each was
15 prevented from knowing, understanding and disputing the wage payments paid to them.
16 Furthermore, Plaintiff and the Represented Employees have each suffered an injury in that the
17 failure to show all wages earned on the itemized wage statements resulted in Plaintiff and the
18 Represented Employees being denied all necessary deductions, payments, and withholdings
19 owed by the employer, including, but not limited to, the failure to make all necessary
20 contributions for unemployment benefits, social security benefits, proper payment of taxes and
21 withholdings, and other mandated state and federal benefits.

22 81. Plaintiff has also been injured as a result of having to bring this action to attempt
23 to obtain correct wage information following Defendants' refusal to comply with many of the
24 mandates of California's Labor Code and related laws and regulations.

25 82. Labor Code § 226(e) requires Defendants to pay the greater of all actual damages
26 or fifty dollars (\$50.00) per employee for the initial pay period in which a violation occurred, and
27 one hundred dollars (\$100.00) per employee for each violation in subsequent pay periods, plus
28 attorney's fees and costs, to Plaintiff and the Represented Employees who were injured by

1 Defendants' failure to comply with Labor Code § 226(a). The exact amount of the applicable
2 penalty is all in an amount to be shown according to proof at trial.

3 **SEVENTH CAUSE OF ACTION**

4 **UNFAIR AND UNLAWFUL COMPETITION**

5 (Business and Professions Code § 17200 *et seq.*)

6 83. Plaintiff incorporates the preceding paragraphs of the First Amended Complaint
7 as if fully alleged herein.

8 84. California Business & Professions Code § 17200, *et seq.*, prohibits acts of unfair
9 competition, which includes any "unlawful, unfair or fraudulent business act or practice." The
10 Represented Employees, including Plaintiff, have suffered and continue to suffer injuries in fact,
11 due to the unfair and unlawful business practices of Defendants as alleged herein.

12 85. Defendants, and each of them, are "persons" as defined under Business &
13 Professions Code § 17021.

14 86. As alleged herein, Defendants engaged in conduct that violated California's wage
15 and hour laws, including failure to pay minimum and regular wages, failure to reimburse
16 business expenses, unlawful deduction of wages, and failure to timely pay final wages, all in
17 order to decrease their costs and increase their profits.

18 87. At all times relevant herein, Defendants did not pay Plaintiff and the Represented
19 Employees wages and monies and other financial obligations to which they were entitled.

20 88. As a result of Defendants' failure to comply with the Labor Code and IWC
21 Orders, Represented Employees, including Plaintiff, suffered a loss of wages and monies, all in
22 an amount to be shown according to proof at trial. Defendants' ongoing violations of the
23 foregoing statutes and laws constitute a violation of Bus. & Prof. Code § 17200, *et seq.*
24 Defendants' violations of the California Labor Code and IWC Wage Orders and its scheme to
25 lower its payroll costs as alleged herein, constitute unlawful and unfair business practices
26 because it was done in a systematic manner over a period of time to the detriment of the Plaintiff
27 and all others similarly-situated.
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1 89. Defendants' conduct, as alleged herein, has been, and continues to be, unfair,
2 unlawful, and harmful to Plaintiff, other Represented Employees, and to the general public.
3 Plaintiff seek to enforce important rights affecting the public interest within the meaning of Code
4 of Civil Procedure § 1021.5.

5 90. A violation of California Business & Professions Code § 17200, et seq. may be
6 predicated on the violation of any state or federal law. All of the acts described herein as
7 violations of, among other things, the California Labor Code and IWC Wage Orders, are
8 unlawful and in violation of public policy, and in addition are immoral, unethical, oppressive,
9 fraudulent and unscrupulous, and thereby constitute unfair, unlawful and/or fraudulent business
10 practices in violation of California Business and Professions Code §§ 17200, et seq.

11 91. Plaintiff, individually, and on behalf of the Represented Employees, has no plain,
12 speedy, and/or adequate remedy at law to redress the injuries which they have suffered as a
13 consequence of Defendants' unfair, unlawful and/or fraudulent business practices. As a result of
14 the unfair, unlawful and/or fraudulent business practices described above, Plaintiff, individually,
15 and on behalf of the Represented Employees, has suffered and will continue to suffer irreparable
16 harm unless Defendants, and each of them, are restrained from continuing to engage in said
17 unfair, unlawful and/or fraudulent business practices.

18 92. Plaintiff, individually, and on behalf of the Represented Employees, is entitled to,
19 and does, seek such relief as may be necessary to disgorge the profits which Defendants have
20 acquired, or of which Plaintiff and Represented Employees have been deprived, by means of the
21 above-described unfair, unlawful and/or fraudulent business practices. Plaintiff and the
22 Represented Employees are not obligated to establish individual knowledge of the unfair
23 practices of Defendants in order to recover restitution.

24 93. Plaintiff, individually, and on behalf of the Represented Employees, is further
25 entitled to and do seek a declaration that the above described business practices are unfair,
26 unlawful and/or fraudulent, and injunctive relief restraining Defendants, and each of them, from
27 engaging in any of the above-described unfair, unlawful and/or fraudulent business practices in
28 the future.

1 94. Pursuant to Business & Professions Code §§ 17200, et seq., Plaintiff and
2 Represented Employees are entitled to restitution of the wages withheld and retained by
3 Defendants during a period that commences four years prior to the filing of this complaint; a
4 permanent injunction requiring Defendants to pay all outstanding wages due to Plaintiff and
5 Represented Employees; an award of attorneys' fees pursuant to California Code of Civil
6 Procedure § 1021.5 and other applicable laws; and an award of costs.

7 **VI. PAGA CAUSES OF ACTION (Cal. Lab. Code. §§ 2698 – 2699.5)**

8 95. Plaintiff is an “aggrieved employee” under the PAGA as he was employed by
9 Defendants during the applicable statutory period and suffered one or more of the Labor Code
10 violations alleged herein. As such, Plaintiff may recover the remedies described herein in a civil
11 action filed on behalf of himself and all other similarly situated current and former aggrieved
12 employees in California against whom one or more of the alleged violations was committed
13 (hereinafter the “Aggrieved Employees”).

14 96. Plaintiff seeks to recover all applicable and available PAGA remedies pursuant to
15 Labor Code § 2699, as well as attorneys' fees, costs, and/or other damages as permitted by
16 PAGA through a representative action pursuant to the PAGA and the California Supreme Court
17 in *Arias v. Superior Court* (2009) 46 Cal. 4th 969. Therefore, Plaintiff is not required to, nor
18 does he, seek class certification of the PAGA claims under Code of Civil Procedure § 382.

19 97. Pursuant to Labor Code § 2699.3(a), Plaintiff gave written notice by online filing
20 to the Labor and Workforce Development Agency (“LWDA”) and by certified mail to
21 Defendants of the specific provisions of the Labor Code alleged to have been violated, including
22 the facts and theories to support the alleged violations. More than sixty-five (65) days have
23 elapsed since the date Plaintiff provided the written notice of the claims alleged herein without
24 the LWDA assuming jurisdiction over the claims alleged. Accordingly, Plaintiff has fully
25 satisfied the administrative prerequisites to suit under the PAGA.

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1 **EIGHTH CAUSE OF ACTION**

2 **PAGA ASSESSMENT FOR FAILURE TO PAY MINIMUM AND REGULAR WAGES**

3 (Labor Code §§ 200, 1194, 1194.2, 1197; IWC Wage Order § 4)

4 *Plaintiff and the Aggrieved Employees Against All Defendants*

5 98. Plaintiff incorporates the preceding paragraphs of the First Amended Complaint
6 as if fully alleged herein.

7 99. Plaintiff and the Aggrieved Employees were not exempt from the requirement to
8 be paid at least the applicable California minimum wage throughout the statutory period for each
9 hour worked.

10 100. Plaintiff and the Aggrieved Employees were not provided proper minimum and
11 regular wages owed due to Defendants' policy which only provided piece-rate compensation
12 (*i.e.*, for each mile driven). Under this pay plan, Plaintiff and the Aggrieved Employees did not
13 receive separate hourly compensation at no less than the minimum wage for unpaid, on-duty
14 time tasks, such as but not limited to, pre-trip and post-trip inspections, detention time,
15 completing paperwork, refueling or repair, and downtime between runs.

16 101. Also, Defendants' piece-rate pay plan often resulted in a payment of wages to
17 Plaintiff and the Aggrieved Employees at less than the required California minimum wages for
18 all hours worked. Due to traffic and other conditions, Defendants' piece-rate pay often illegally
19 resulted in a rate of pay under the applicable minimum wage.

20 102. Plaintiff and the Aggrieved Employees were also not provided proper minimum
21 and regular wages due to Defendants' failure to accurately record and compensate for all hours
22 worked. For example, Plaintiff and the Aggrieved Employees were often required to clock out
23 for meal periods and/or rest breaks yet were under Defendants' control and required to perform
24 duties for Defendants while off the clock. As a result of this policy and practice, Plaintiff and the
25 Aggrieved Employees were required to perform off-the-clock work that Defendants either knew
26 or should have known they were performing.

103. Consequently, Defendants violated California Labor Code laws and minimum wage laws, *inter alia*, Labor Code §§ 200, 221, 222, 223, 1197, IWC Wage Order 9, § 4, and Cal. Code Regs., tit. 8, section 11090, subds. 1 and 4(B).

105. As a result of the unlawful employment practices alleged herein, Plaintiff seeks the assessment of all applicable and available PAGA remedies pursuant to Labor Code § 2699, and seeks to recover all attorneys' fees, costs, and/or any other damages permitted under PAGA.

PAGA ASSESSMENT FOR FAILURE TO PAY FOR REST AND RECOVERY PERIODS AND OTHER NONPRODUCTIVE TIME

Plaintiff and the Aggrieved Employees Against All Defendants

110. At all relevant times herein, Defendants failed to compensate the Aggrieved Employees, including Plaintiff, for all rest and recovery periods and all other nonproductive time separate from any piece-rate compensation at the rate required by Labor Code § 226.2. Therefore, Defendants violates Labor Code § 226.2 every pay period with respect to Plaintiff and each and every one of the Aggrieved Employees.

111. As a result of the unlawful employment practices alleged herein, Plaintiff seeks the assessment of all applicable and available PAGA remedies pursuant to Labor Code § 2699, and seeks to recover all attorneys' fees, costs, and/or any other damages permitted under PAGA.

TENTH CAUSE OF ACTION

PAGA ASSESSMENT FOR FAILURE TO REIMBURSE BUSINESS EXPENSES

(Labor Code § 2802)

Plaintiff and the Aggrieved Employees Against All Defendants

112. Plaintiff incorporates the preceding paragraphs of the First Amended Complaint as if fully alleged herein.

113. Plaintiff and the Aggrieved Employees are and/or were employees of Defendants who did not receive proper protections and benefits of the laws governing reimbursement of business expenses.

114. Labor Code § 2802(a) requires that the employer indemnify its employees for expenses and losses incurred while discharging their duties or in obedience to the directions of their employer.

115. At all relevant times herein mentioned, as a condition of employment, Defendants required Plaintiff and the Aggrieved Employees to incur substantial business-related expenses and costs without reimbursement. For example, Defendants required Plaintiff and the Aggrieved Employees to incur costs relating to tolls and gas, without reimbursement, and also required personal cell phone use to carry out duties for Defendants without reimbursement.

116. At all relevant times herein, Defendants violated Labor Code § 2802(a) when they failed to reimburse Plaintiff and the Aggrieved Employees for expenses incurred as a direct consequence of Plaintiff's employment with Defendant and/or under the direction of Defendants.

1 117. As a result of the unlawful employment practices alleged herein, Plaintiff seeks
2 the assessment of all applicable and available remedies pursuant to Labor Code § 2699, and
3 seeks to recover all attorneys’ fees, costs, and/or any other damages permitted under the PAGA.

4 **ELEVENTH CAUSE OF ACTION**

5 **PAGA ASSESSMENT FOR UNLAWFUL DEDUCTION OF WAGES**

6 (Labor Code § 221)

7 *Plaintiff and the Aggrieved Employees Against All Defendants*

8 118. Plaintiff incorporates the preceding paragraphs of the First Amended Complaint
9 as if fully alleged herein.

10 119. California Labor Code § 221 states that “[i]t shall be unlawful for any employer to
11 collect or receive from an employee any part of wages theretofore paid by said employer to said
12 employee.” Labor Code § 221 reflects “‘California’s strong public policy favoring the protection
13 of employees’ wages.’” *Sciborski v. Pacific Bell Directory* (2012) 205 Cal.App.4th 1152, 1166,
14 quoting *Harris v. Investor’s Business Daily, Inc.* (2006) 138 Cal.App.4th 28, 40–41.

15 120. Furthermore, Labor Code § 219 states that the protections of Labor Code § 221
16 cannot “be contravened or set aside by a private agreement.” Therefore, the rights under Labor
17 Code § 221 are nonnegotiable and cannot be waived by the parties. See *Sciborski*, supra at 1166.
18 Also, under Labor Code §§ 219 and 221, an employer may not “require its employees to consent
19 to unlawful deductions from their wages.” *Hudgins v. Neiman Marcus Group, Inc.* (1995) 34
20 Cal.App.4th 1109, 1124.

21 121. As previously alleged herein, Defendant engaged in the unlawful deduction of
22 wages when it took monies from the wages of Plaintiff and the Aggrieved Employees.

23 122. As a result of the unlawful employment practices alleged herein, Plaintiff seeks
24 the assessment of all applicable and available remedies pursuant to Labor Code § 2699, and
25 seeks to recover all attorneys’ fees, costs, and/or any other damages permitted under the PAGA.

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1 **TWELFTH CAUSE OF ACTION**

2 **PAGA ASSESSMENT FOR FAILURE TO TIMELY PAY WAGES EACH PERIOD**

3 (Labor Code § 204)

4 *Plaintiff and the Aggrieved Employees Against All Defendants*

5 123. Plaintiff incorporates the preceding paragraphs of the First Amended Complaint
6 as if fully alleged herein.

7 124. Plaintiff and the Aggrieved Employees are and/or were employees of Defendants
8 who did not receive proper protections and benefits of the laws regarding the timing of payment
9 of wages each period.

10 125. Labor Code § 204(a) states that all wages earned by a person are due and payable
11 twice during each calendar month, and further states that wages earned during the first through
12 fifteenth days of the month must be paid no later than the twenty-sixth day of the month, and that
13 wages earned between the sixteenth and last day of the month must be paid by the tenth day of
14 the following month.

15 126. Furthermore, Labor Code § 204(d) states “[t]he requirements of this section shall
16 be deemed satisfied by the payment of wages for weekly, biweekly, or semimonthly payroll if
17 the wages are paid not more than seven calendar days following the close of the payroll period.”

18 127. At all relevant times herein, Defendants did not provide Plaintiff and the
19 Aggrieved Employees with all wages due and owing each period within the time required by
20 Labor Code § 204.

21 128. As a result of the unlawful employment practices alleged herein, Plaintiff seeks
22 the assessment of all applicable and available PAGA remedies pursuant to Labor Code § 2699,
23 and seeks to recover all attorneys’ fees, costs, and/or any other damages permitted under PAGA.

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1 **THIRTEENTH CAUSE OF ACTION**

2 **PAGA ASSESSMENT FOR FAILURE TO TIMELY PAY FINAL WAGES**

3 (Labor Code §§ 201 – 203)

4 *Plaintiff and the Aggrieved Employees Against All Defendants*

5 129. Plaintiff incorporates the preceding paragraphs of the First Amended Complaint
6 as if fully alleged herein.

7 130. Plaintiff and the Aggrieved Employees are and/or were employees of Defendants
8 who did not receive proper protections and benefits of the laws governing the timing and
9 payment of final wages.

10 131. Labor Code § 201 requires that the employer immediately pay any wages, without
11 abatement or reduction, to any employee who is discharged.

12 132. Labor Code § 202 requires that the employer pay all wages earned and unpaid,
13 without abatement or reduction, no later than 72 hours of receiving an employee's notice of
14 intent to quit or immediately at the time of quitting if at least a 72-hour notice was provided.

15 133. Labor Code §§ 201-203 cause the unpaid wages of the employee to continue as a
16 penalty from the due date thereof at the same rate until paid or until an action therefore is
17 commenced, but the wages shall not continue for more than thirty (30) days.

18 134. At all relevant times here, Defendants did not provide Plaintiff and the Aggrieved
19 Employees with all wages due and owing upon separation of employment within the time
20 specified by Labor Code §§ 201 – 203.

21 135. Plaintiff alleges that, at all times material to this action, Defendants had a planned
22 pattern and practice of failing to timely pay to Plaintiff and the Aggrieved Employees all wages
23 due and owing upon separation of employment as required by Labor Code §§ 201 and 202.

24 136. As a result of the unlawful employment practices alleged herein, Plaintiff seeks
25 the assessment of all applicable and available PAGA remedies pursuant to Labor Code § 2699,
26 and seeks to recover all attorneys' fees, costs, and/or any other damages permitted under PAGA.

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1 **FOURTEENTH CAUSE OF ACTION**

2 **PAGA ASSESSMENT FOR**

3 **FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS**

4 (Labor Code § 226)

5 *Plaintiff and the Aggrieved Employees Against All Defendants*

6 137. Plaintiff incorporates the preceding paragraphs of the First Amended Complaint
7 as if fully alleged herein.

8 138. Plaintiff and the Aggrieved Employees are and/or were employees of Defendants
9 who did not receive proper protections and benefits of the laws governing the provision of
10 accurate itemized wage statements.

11 139. Labor Code § 226(a) requires an employer to provide its employees with itemized
12 wage statements accurately stating the number of piece-rate units earned and any applicable
13 piece rate, gross wages earned, all deductions, net wages earned, the inclusive dates of the pay
14 period, the employee's name and the last four digits of his or her Social Security number (or
15 employee identification number), the name and address of the legal entity that is the employer,
16 and all applicable hourly rates in effect during the pay period and the corresponding number of
17 hours worked at each hourly rate by the employee.

18 140. Defendants violates Labor Code § 226(a) every pay period with respect to
19 Plaintiff and the Aggrieved Employees because the wage statements that Defendants issued to
20 Plaintiff and the Aggrieved Employees failed to accurately state the number of piece-rate units
21 earned and the applicable piece rate, gross wages earned, total hours worked, all deductions, net
22 wages earned, the name and address of the legal entity that is the employer, and all applicable
23 hourly rates in effect during the pay period and the corresponding number of hours at each
24 hourly rate by the employee.

25 141. Furthermore, Labor Code § 226.2(a) states "[f]or employees compensated on a
26 piece-rate basis during a pay period, the following shall apply for that pay period: [...] (2) the
27 itemized statement required by subdivision (a) of Section 226 shall, in addition to the other items
28 specified in that subdivision, separately state the following, to which the provisions of Section

226 shall also be applicable: (A) the total hours of compensable rest and recovery periods, the rate of compensation, and the gross wages paid for those periods during the pay period [and] (B) [...] the total hours of other nonproductive time, [...] the rate of compensation, and the gross wages paid for that time during the pay period.”

142. At all relevant times, Defendants failed to provide a wage statement to Plaintiff and the Aggrieved Employees that complied with the requirements of Labor Code § 226.2(a)(2) because the wage statements did not include any information regarding compensable rest and recovery periods, nonproductive time, or the rates of pay and compensation for the same. As such, Defendants violate Labor Code § 226 and § 226.2 every pay period with respect to Plaintiff and the Aggrieved Employees.

143. Therefore, Defendants violate Labor Code § 226(a) every pay period with respect to Plaintiff and the Aggrieved Employees because Defendants failed to provide complete and accurate wage statements to Plaintiff and the Aggrieved Employees that complied with the requirements of Labor Code § 226(a). See *Lopez v. Friant & Associates, LLC* (2017) 15 Cal.App.5th 773, 788 (“a plaintiff seeking civil penalties under PAGA for a violation of section 226(a) does not have to satisfy the “injury” and “knowing and intentional” requirements of section 226(e)(1)”).

144. As a result of the unlawful employment practices alleged herein, Plaintiff seeks the assessment of all applicable and available PAGA remedies pursuant to Labor Code § 2699, and seeks to recover all attorneys’ fees, costs, and/or any other damages permitted under PAGA.

VII. PRAYER FOR RELIEF

WHEREFORE, Plaintiff, on behalf of himself, on a representative basis, and all others similarly situated, prays for judgment and relief against Defendants, jointly and severally, as follows:

1. That the First through Seventh Causes of Action be certified as a class action;
2. That Plaintiff be appointed as Class Representative;
3. That counsel for Plaintiff be appointed Class Counsel;

4. For all applicable statutory penalties recoverable under the First through Seventh Causes of Action to the extent permitted by law, including those pursuant to Labor Code and Orders of the Industrial Welfare Commission;

5. As to the Eighth through Fourteenth Causes of Action, the assessment of all applicable and available remedies under PAGA;

6. For reasonable attorneys' fees and costs as permitted under PAGA;

7. For reasonable attorneys' fees, costs of suit, and interest to the extent permitted by law, including those pursuant to the Labor Code;

8. For injunctive relief and/or restitution as provided by the Labor Code and Business and Professions Code § 17200, *et seq.*;

9. For a declaratory judgment that Defendants have violated Labor Code §§ 200, 201, 202, 203, 204, 208, 210, 218.6, 221, 226, 226.2, 226.3, 256, 558, 1194, and 2802, among other sections inadvertently omitted;

10. For an award of damages in the amount of unpaid compensation including, but not limited to, unpaid wages, benefits, and penalties according to proof, including interest thereon;

11. For pre- and post-judgment interest; and

12. For such other relief as the Court deems just and proper.

DEMAND FOR JURY TRIAL

WHEREFORE, Plaintiff, on behalf of himself and all others similarly situated, hereby demand a jury trial as to the First through Seventh Causes of Action pled herein.

Dated: March 25, 2024

LAUBY, MANKIN & LAUBY LLP

BY: 
 Brian J. Mankin, Esq.
 Peter J. Carlson, Esq.
 Attorneys for Plaintiff