

Ronald H. Bae (SBN 186826)
rbae@aequitaslegalgroup.com
Olivia D. Scharrer (SBN 291470)
oscharrer@aequitaslegalgroup.com
Carson M. Turner (SBN 345992)
cturner@aequitaslegalgroup.com
AEQUITAS LEGAL GROUP
A Professional Law Corporation
1156 E. Green Street, Suite 200
Pasadena, California 91106
Telephone: (213) 674-6080
Facsimile: (213) 674-6081

Attorneys for Plaintiff HAROLD CASALE

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SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF LOS ANGELES – CENTRAL DISTRICT

HAROLD CASALE, individually, and on
behalf of other members of the general public
similarly situated,

Plaintiff,

vs.

READY PAC FOODS, INC., a Delaware
corporation; and DOES 1 through 10,
inclusive;

Defendants.

Case No. 24STCV11852

CLASS ACTION COMPLAINT

- (1) Violation of California Labor Code §§ 1194, 1197 and IWC Wage Order No. 9-2001 (Failure to Pay Minimum Wages);
- (2) Violation of California Labor Code §§ 2800 and 2802 (Failure to Reimburse Necessary Business-Related Expenses);
- (3) Violation of California Labor Code §§ 201 – 203 (Failure to Pay Wages Timely Upon Termination);
- (4) Violation of California Labor Code §§ 226(a) and 226.2 (Failure to Provide Accurate Itemized Wage Statements); and
- (5) Violation of California Business & Professions Code §§ 17200, *et seq.*

JURY TRIAL DEMANDED

1 Plaintiff HAROLD CASALE, individually and on behalf of all other members of the
2 public similarly situated, alleges as follows:

3 **THE PARTIES**

4 1. Plaintiff HAROLD CASALE (“Plaintiff”) is at least 18 years of age and is a
5 resident of the State of California.

6 2. Defendant READY PAC FOODS, INC. was and is, upon information and belief, a
7 Delaware corporation, and at all times hereinafter mentioned, an employer whose employees are
8 engaged throughout this county and in the State of California.

9 3. Plaintiff is unaware of the true names or capacities of defendants sued herein under
10 the fictitious names DOES 1 through 10, but prays for leave to amend and serve such fictitiously
11 named defendants pursuant to California Code of Civil Procedure § 474 once their names and
12 capacities become known.

13 4. Plaintiff is informed and believes, and thereon alleges, that DOES 1 through 10 are
14 the partners, agents, owners, shareholders, managers or employees of READY PAC FOODS,
15 INC. and were acting on behalf of READY PAC FOODS, INC. at all relevant times.

16 5. Plaintiff is informed and believes, and thereon alleges, that each and all of the acts
17 and omissions alleged herein were performed by, or are attributable to READY PAC FOODS,
18 INC. and DOES 1 through 10 (collectively “Defendants”), each acting as the agent for the other,
19 with legal authority to act on the other’s behalf. The acts of any and all Defendants were in
20 accordance with, and represent the official policy of Defendants.

21 6. At all relevant times herein mentioned, Defendants, and each of them, ratified each
22 and every act or omission complained of herein. At all times herein mentioned, Defendants, and
23 each of them, aided and abetted the acts and omissions of each and all the other Defendants in
24 proximately causing the damages herein alleged.

25 7. Plaintiff is informed and believes, and thereon alleges, that each of said
26 Defendants is in some manner intentionally, negligently, or otherwise responsible for the acts,
27 omissions, occurrences, and transactions alleged herein.

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JURISDICTION AND VENUE

8. This class action is brought pursuant to California Code of Civil Procedure § 382. The monetary damages and restitution sought by Plaintiff exceeds the minimal jurisdiction limits of the Superior Court and will be established according to proof at trial. The amount in controversy for each class representative, including claims for compensatory damages and pro rata share of attorneys' fees, is less than \$75,000.

9. This Court has jurisdiction over this action pursuant to the California Constitution, Article VI, Section 10, which grants the Superior Court "original jurisdiction in all causes except those given by statute to other courts." The statutes under which this action is brought do not specify any other basis for jurisdiction.

10. This Court has jurisdiction over all Defendants because, upon information and belief, each party is either a citizen of California, has sufficient minimum contacts in California, or otherwise intentionally avails itself of the California market so as to render the exercise of jurisdiction over it by the California courts consistent with traditional notions of fair play and substantial justice.

11. Venue is proper in this Court because, upon information and belief, one or more of the named Defendants reside, transact business, or have offices in this county and the acts and omissions alleged herein took place in this county.

12. As Plaintiff and other similarly situated workers are workers directly involved in transporting goods in interstate commerce, they are exempt from the Federal Arbitration Act and therefore not bound by any arbitration agreement they may have entered into with Defendants.

CLASS ACTION ALLEGATIONS

13. Plaintiff brings this action on his own behalf, as well as on behalf of each and all other persons similarly situated, and thus, seeks class certification under California Code of Civil Procedure § 382.

14. All claims alleged herein arise under California law for which Plaintiff seeks relief authorized by California law.

15. Plaintiff's proposed class consists of and are defined as:

All truck drivers who worked for Defendants in the State of California at any time between four years prior to the filing of this complaint and the date of final judgment in this action.

16. Plaintiff reserves the right to establish additional subclasses as appropriate.

17. There is a well-defined community of interest in the litigation and the class is readily ascertainable:

- (a) Numerosity: The members of the class (and each subclass, if any) are sufficiently numerous that joinder of all members would be infeasible and impractical. The identity of such membership is readily ascertainable by inspection of Defendants' employment records.
- (b) Typicality: Plaintiff is qualified to, and will, fairly and adequately protect the interests of each class member with whom he has a well-defined community of interest, and Plaintiff's claims (or defenses, if any) are typical of all class members' claims as demonstrated herein.
- (c) Adequacy: Plaintiff is qualified to, and will, fairly and adequately, protect the interests of each class member with whom he has a well-defined community of interest and typicality of claims, as demonstrated herein. Plaintiff acknowledges that he has an obligation to make known to the Court any relationship, conflicts or differences with any class member. Plaintiff's attorneys, the proposed class counsel, are well-versed in the rules governing class action discovery, certification, and settlement. Plaintiff and his counsel have incurred, and throughout the duration of this action, will continue to incur costs and attorneys' fees that have been, are, and will be necessarily expended for the prosecution of this action for the substantial benefit of each class member.
- (d) Superiority: The nature of this action makes the use of class action adjudication superior to other methods. A class action will achieve economies of time, effort and expense as compared with separate lawsuits,

1 and will avoid inconsistent outcomes because the same issues can be
2 adjudicated in the same manner and at the same time for the entire class.

- 3 (e) Public Policy Considerations: Employers in the State of California violate
4 employment and labor laws every day. Current employees are often afraid
5 to assert their rights out of fear of direct or indirect retaliation. Former
6 employees are fearful of bringing actions because they believe their
7 former employers might damage their future endeavors through negative
8 references and/or other means. Class actions provide the class members
9 who are not named in the complaint with a type of anonymity that allows
10 for the vindication of their rights at the same time as their privacy is
11 protected.

12 18. There are common questions of law and fact as to the class (and each subclass, if
13 any) that predominate over questions affecting only individual members, including but not limited
14 to:

- 15 (a) Whether Defendants paid Plaintiff and similarly situated employees were
16 paid the applicable minimum wage for all hours worked;
17 (b) Whether Defendants reimbursed Plaintiff and class members for all
18 necessary business-related expenses;
19 (c) Whether Defendants paid Plaintiff and class members all wages owed
20 upon the separation of their employment within the time periods required
21 by California law;
22 (d) Whether Defendants provided accurate, itemized wage statements to
23 Plaintiff and class members, as required by California law;
24 (e) Whether Defendants' conduct, as described above, was willful or reckless;
25 (f) Whether Defendants engaged in unfair business practices in violation of
26 California Business & Professions Code §§ 17200, *et seq.*; and
27 (h) The appropriate amount of damages, restitution, or monetary penalties
28 resulting from Defendants' violations of California law.

GENERAL ALLEGATIONS

19. At all relevant times set forth herein, Defendants employed Plaintiff and other persons as truck drivers who belong to the class as set forth above.

20. Defendants employed Plaintiff as a truck driver from approximately September 2021 to approximately March 2023. Plaintiff's job duties included picking up, transporting, and delivering goods and cargo throughout California and Arizona.

21. At all relevant times set forth herein, Defendants systematically failed to pay minimum wages to Plaintiff and other similarly situated truck drivers. Defendants paid Plaintiff and similarly situated employee based on piece-rate system which did not compensate them for all hours worked, including non-productive time such as pre- and post-trip inspections and time waiting to load and unload the truck. In addition, waiting time took several hours or more if the customer was not ready for the delivery or pick-up, and such time was not compensated.

22. At all relevant times set forth herein, Defendants failed to reimburse Plaintiff and other similarly situated employee for all necessary business expenses incurred by Plaintiff and similarly situated employees. Truck drivers had to use their personal cell phones for work to communicate with dispatchers about the status of deliveries, problems with deliveries, and problems with the truck. They were not provided with company phones or reimbursed for using their personal phones. In addition, truck drivers had to pay lumper fees (charges for having a third party unload the deliveries) out of their own pocket but were not fully reimbursed.

23. At all relevant times set forth herein, Defendants failed to pay Plaintiff and other similarly situated employees all wages owed upon the separation of their employment, including the minimum wages described herein.

24. At all relevant times set forth herein, Defendants have failed to provide Plaintiff and other similarly situated employees with accurate itemized wage statements, as required by California Labor Code § 226(a). The wage statements provided by Defendants fail to accurately reflect Plaintiff's other similarly situated employees' number of piece-rate units earned and applicable piece rates, including the number of trips made, the number of backhauls, the number of lettuce trips, the mileage rate, and the number of miles paid. In addition, the wage statements

1 do not state the total hours of rest and recovery periods, the total hours of other non-productive
2 time, or the rate of pay and gross wages for such time.

3 25. Plaintiff is informed and believes, and thereon alleges, that at all times herein
4 mentioned, Defendants were advised by skilled lawyers and other professionals, employees and
5 advisors knowledgeable about California labor and wage law, employment and personnel
6 practices, and about the requirements of California law.

7 26. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
8 should have known that Plaintiff and similarly situated employees were entitled to receive
9 minimum wage for all hours worked but that Plaintiff and similarly situated employees were not
10 paid all their hours worked.

11 27. Plaintiff is informed and believes, and thereon alleges, that Defendant knew or
12 should have known that Plaintiff and similarly situated employees were entitled to receive
13 reimbursement for all necessary business-related expenses incurred by them, and that Plaintiff and
14 other similarly situated employees did incur such expenses but were not reimbursed.

15 28. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
16 should have known that Plaintiff and other similarly situated employees were entitled to timely
17 payment of all wages—including, without limitation, minimum wages—due upon termination or
18 discharge in accordance with California law, and that they were not timely paid such wages.

19 29. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
20 should have known that Plaintiff and other similarly situated employees were entitled to receive
21 complete and accurate wage statements in accordance with California law, and that compliant
22 wage statements were not provided.

23 30. Plaintiff is informed and believes, and thereon alleges, that at all times herein
24 mentioned, Defendants knew or should have known that they had a duty to compensate Plaintiff
25 and other similarly situated employees, and that Defendants had the financial ability to pay such
26 compensation, but willfully, knowingly and intentionally failed to do so, and falsely represented to
27 Plaintiff and other similarly situated employees that they were properly denied wages, all in order
28 to increase Defendants' profits.

31. California Labor Code § 218 states that nothing in Article 1 of the Labor Code shall limit the right of any wage claimant to “sue directly . . . for any wages or penalty due to him [or her] under this article.

FIRST CAUSE OF ACTION

Violation of California Labor Code §§ 1194, 1197, IWC Wage Order No. 9-2001

(Against All Defendants)

32. Plaintiff incorporates by reference and re-alleges as if fully stated herein the material allegations set out in paragraphs 1 through 31.

33. California Labor Code §§ 1194, 1197, and IWC Wage Order No. 9-2001, § 4 prohibits payment to an employee of less than the applicable minimum wage for all hours worked.

34. At all relevant times set forth herein, Defendants failed to pay Plaintiff and similarly situated employees all applicable minimum wages for all hours worked. Defendants paid Plaintiff and similarly situated employee based on piece-rate system which did not compensate them for all hours worked, including non-productive time such as pre- and post-trip inspections and time waiting to load and unload the truck. In addition, waiting time took several hours or more if the customer was not ready for the delivery or pick-up.

35. Defendants’ failure to pay Plaintiff and similar situated employees violates the provisions of California Labor Code §§ 1194, 1197, and IWC Wage Order No. 9-2001, § 4, and is therefore unlawful.

36. Pursuant to California Labor Code § 1194, Plaintiff and class members are entitled to recover their unpaid wages, as well as interest, costs, and attorneys’ fees.

SECOND CAUSE OF ACTION

Violation of California Labor Code §§ 2800 and 2802

(Against All Defendants)

37. Plaintiff incorporates by references and re-alleges as if fully stated herein the material allegations set out in paragraphs 1 through 36.

38. At all material times set forth herein, California Labor Code § 2802 provides that an employer must reimburse employees for all necessary expenditures or losses incurred in direct

1 consequence of the discharge of their duties.

2 39. At all relevant times set forth herein, Defendants required Plaintiff and other class
3 members to absorb those necessary expenditures and losses, wrongfully shifting Defendants' cost
4 of doing business onto Plaintiff and other class members.

5 40. At all relevant times set forth herein, Defendants failed to reimburse Plaintiff and
6 other similarly situated employees all necessary business expenses. Truck drivers had to use their
7 personal cell phones for work to communicate with dispatchers about the status of deliveries,
8 problems with deliveries, and problems with the truck. They were not provided with company
9 phones or reimbursed for using their personal phones. In addition, truck drivers had to pay lump sum
10 fees (charges for having a third party unload the deliveries) out of their own pockets but were not
11 fully reimbursed.

12 41. Defendants' pattern and practice was to unlawfully shift the costs of doing business
13 onto Plaintiff and other similarly situated employees by requiring them to pay these necessary
14 work-related expenses out of their own pockets.

15 42. Plaintiff and other class members are entitled to recover from Defendants their
16 business-related expenses and the losses charged to them and incurred during the course and scope
17 of their employment, plus interest and an award of costs and reasonable attorneys' fees pursuant to
18 California Labor Code § 2802.

19 **THIRD CAUSE OF ACTION**

20 **Violation of California Labor Code §§ 201, 202 and 203**

21 **(Against All Defendants)**

22 43. Plaintiff incorporates by reference and re-alleges as if fully stated herein the
23 material allegations set out in paragraphs 1 through 42.

24 44. At all times herein set forth, California Labor Code §§ 201 and 202 provide that if
25 an employer discharges an employee, the wages earned and unpaid at the time of discharge are
26 due and payable immediately, and that if an employee voluntarily leaves his or her employment,
27 his or her wages shall become due and payable not later than 72 hours thereafter, unless the
28 employee has given 72 hours previous notice of his or her intention to quit, in which case the

1 employee is entitled to his or her wages at the time of quitting.

2 45. At all relevant times set forth herein, Defendants failed to pay Plaintiff and other
3 similarly situated employees all wages owed upon the separation of their employment, including
4 the unpaid regular and overtime wages described herein.

5 46. Defendants' failure to pay Plaintiff and those class members who are no longer
6 employed by Defendants their wages earned and unpaid at the time of discharge, or within 72
7 hours of their leaving Defendants' employ, is in violation of California Labor Code §§ 201, 202
8 and 203.

9 47. All California employers know or should know that employees must be paid for all
10 hours worked as mandated by California law. Defendant's failure to abide by this well-established
11 law is willful and not in good faith.

12 48. California Labor Code § 203 provides that if an employer willfully fails to pay
13 wages owed, in accordance with §§ 201 and 202, then the wages of the employee shall continue as
14 a penalty from the due date, and at the same rate until paid or until an action is commenced; but
15 the wages shall not continue for more than thirty (30) days.

16 49. Plaintiff and class members are entitled to recover from Defendants the statutory
17 penalty wages for each day they were not paid, up to a thirty (30) day maximum pursuant to
18 California Labor Code § 203.

19 **FOURTH CAUSE OF ACTION**

20 **Violation of California Labor Code §§ 226(a) and 226.2**

21 **(Against All Defendants)**

22 50. Plaintiff incorporates by reference and re-alleges as if fully stated herein the
23 material allegations set out in paragraphs 1 through 49.

24 51. At all material times set forth herein, California Labor Code § 226(a) provides that
25 every employer shall furnish each of his or her employees an accurate itemized wage statement in
26 writing showing the following information: (1) gross wages earned; (2) total hours worked by the
27 employee, except for any employee whose compensation is solely based on a salary and who is
28 exempt from payment of overtime under subdivision (a) of Section 515 or any applicable order of

1 the Industrial Welfare Commission; (3) the number of piece-rate units earned and any applicable
2 piece rate if the employee is paid on a piece-rate basis; (4) all deductions, provided that all
3 deductions made on written orders of the employee may be aggregated and shown as one item; (5)
4 net wages earned; (6) the inclusive dates of the period for which the employee is paid; (7) the
5 name of the employee and his or her social security number, except that by January 1, 2008, only
6 the last four digits of his or her social security number or an employee identification number other
7 than a social security number may be shown on the itemized statement; (8) the name and address
8 of the legal entity that is the employer; and (9) all applicable hourly rates in effect during the pay
9 period and the corresponding number of hours worked at each hourly rate by the employee

10 52. Under California Labor Code § 226.2, the wage statements for employees
11 compensated on a piece-rate basis shall include the following (in addition to the items required
12 under Labor Code § 226(a)): the total hours of compensable rest and recovery periods, the rate of
13 compensation, and the gross wages paid for those periods during the pay period.

14 53. Defendants have intentionally and willfully failed to provide employees with
15 complete and accurate wage statements. The wage statements provided by Defendants fail to
16 accurately reflect Plaintiff's other similarly situated employees' number of piece-rate units earned
17 and applicable piece rates, including the number of trips made, the number of backhauls, the
18 number of lettuce trips, the mileage rate, and the number of miles paid. In addition, the wage
19 statements do not state the total hours of rest and recovery periods, the total hours of other non-
20 productive time, or the rate of pay and gross wages for such time.

21 54. As a result of Defendants' violation of California Labor Code § 226(a), Plaintiff
22 and class members have suffered injury and damage to their statutorily-protected rights.

23 55. Specifically, Plaintiff and other class members have been injured by Defendants'
24 intentional violation of California Labor Code § 226(a) because they were denied both their legal
25 right to receive, and their protected interest in receiving, accurate, itemized wage statements under
26 California Labor Code § 226(a). Plaintiff and other class members have been injured by
27 Defendants' intentional violation of California Labor Code § 226(a) in that it has caused confusion
28 over whether they had received all of the wages owed them, in addition to their difficulty and

1 expense in reconstructing pay records and making mathematical computations to analyze whether
2 the wages paid them did in fact compensate them for all hours worked

3 56. Furthermore, Labor Code § 226(e)(2)(B) provides that an employee is deemed to
4 suffer injury if the wage statement fails to accurately and completely provide certain pieces of
5 information and the employee cannot promptly and easily determine such information from the
6 wage statement alone. In relevant part, Labor Code § 226(e)(2)(B) provides that an employee is
7 deemed to suffer injury if the wage statement does not accurately and completely state the total
8 number of hours worked by the employee, and all applicable hourly rates in effect during the pay
9 period and the corresponding number of hours worked at each hourly rate.

10 57. Plaintiff and class members are deemed to have suffered injury because their wage
11 statements did not provide complete and accurate information regarding the total number of hours
12 they worked in a given pay period, the applicable hourly rates in effect during the pay period,
13 and/or the corresponding number of hours worked at each hourly rate.

14 58. Plaintiff and class members are entitled to recover from Defendants the greater of
15 their actual damages caused by Defendants' failure to comply with California Labor Code §
16 226(a), or an aggregate penalty not exceeding \$4,000 per employee.

17 **FIFTH CAUSE OF ACTION**

18 **Violation of California Business & Professions Code §§ 17200, *et seq.***

19 **(Against All Defendants)**

20 59. Plaintiff incorporates by reference and re-alleges as if fully stated herein the
21 material allegations set out in paragraphs 1 through 58.

22 60. Defendants' conduct, as alleged herein, has been, and continues to be, unfair,
23 unlawful, and harmful to Plaintiff, other class members, and to the general public. Plaintiff seeks
24 to enforce important rights affecting the public interest within the meaning of Code of Civil
25 Procedure § 1021.5.

26 61. Defendants' activities, as alleged herein, are violations of California law, and
27 constitute unlawful business acts and practices in violation of California Business & Professions
28 Code §§ 17200, *et seq.*

62. A violation of California Business & Professions Code §§ 17200, *et seq.* may be predicated on the violation of any state or federal law. In this case, Defendants' policy and practice of failing to pay Plaintiff and class members the proper hourly rates for all regular and overtime hours worked violates California Labor Code §§ 1194, 1197, and IWC Wage Order No. 9-2001; Defendants' policy and practice of not reimbursing Plaintiff and class members for necessary business-related expenses violates California Labor Code §§ 2800 and 2802; Defendants' policy and practice of not timely paying all wages owed to Plaintiff and other similarly situated employees upon resignation or termination violates California Labor Code §§ 201, 202, and 203; and Defendants' policy and practice of failing to provide accurate itemized wage statements violate California Labor Code §§ 226 and 226.2.

63. Plaintiff and similarly situated employees have been personally injured by Defendants' unlawful business acts and practices as alleged herein, including but not necessarily limited to the loss of money and/or property.

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

REQUEST FOR JURY TRIAL

Plaintiff requests a trial by jury.

PRAYER FOR RELIEF

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

As to the First Cause of Action

1. That the Court declare, adjudge and decree that Defendants violated California Labor Code §§ 1194, 1197, and IWC Wage Order 9-2001 by failing to pay applicable minimum wages for all hours worked;

2. For general unpaid wages at the applicable wage rates and such general and special damages as may be appropriate;

3. For pre-judgment interest on any unpaid wages commencing from the date such amounts were due;

4. For reasonable attorneys' fees and for costs of suit incurred herein pursuant to California Labor Code § 1194(a); and

5. For such other and further relief as the Court may deem equitable and appropriate.

As to the Second Cause of Action

6. That the Court declare, adjudge and decree that Defendants violated California Labor Code § 2802 by unlawfully failing to indemnify Plaintiff and other class members for losses caused by Defendants' want of ordinary care and for the necessary expenditures or losses incurred in direct consequence of the discharge of their duties, or of their obedience to the directions of Defendants;

7. For all actual damages, according to proof;

8. For pre-judgment interest on any necessary expenditures or losses paid by Plaintiff and other class members, from the date such amounts were paid; and

9. For reasonable attorneys' fees and costs of suit incurred herein pursuant to California Code of Civil Procedure § 2802(c).

As to the Third Cause of Action

10. That the Court declare, adjudge and decree that Defendants violated California Labor Code §§ 201, 202, and 203 by willfully failing to pay Plaintiff and class members all compensation owed to them at the time of their termination of the employment;

11. For all actual, consequential and incidental losses and damages, according to proof;

12. For statutory penalties pursuant to California Labor Code § 203; and

13. For such other and further relief as the Court may deem equitable and appropriate.

As to the Fourth Cause of Action

14. That the Court declare, adjudge and decree that Defendants violated the record

keeping provisions of California Labor Code § 226(a), 226.2, and IWC Wage Order 9-2001 as to Plaintiff and class members, and willfully failed to provide accurate itemized wage statements thereto;

15. For all actual, consequential and incidental losses and damages, according to proof;

16. For statutory penalties pursuant to California Labor Code § 226(e); and

17. For such other and further relief as the Court may deem equitable and appropriate.

As to the Fifth Cause of Action

18. That the Court declare, adjudge and decree that Defendants violated California Business and Professions Code §§ 17200, *et seq.* by failing to pay Plaintiff and class members all wages due to them, including regular and overtime wages; failing to reimburse Plaintiff and class members for necessary business-related expenses under California Labor Code §§ 2800 and 2802; failing to timely pay all wages due upon employees' resignation or termination under California Labor Code § 201 – 203; and failing to provide Plaintiff and class members with compliant wage statements under California Labor Code §§ 226 and 226.2.

19. For restitution of unpaid wages to Plaintiff and all class members and prejudgment interest from the day such amounts were due and payable;

20. For the appointment of a receiver to receive, manage and distribute any and all funds disgorged from Defendants and determined to have been wrongfully acquired by Defendants as a result of violations of California Business & Professions Code §§ 17200, *et seq.*; and

21. For such other and further relief as the Court may deem equitable and appropriate.

Dated: May 9, 2024

AEQUITAS LEGAL GROUP

By:



RONALD H. BAE

OLIVIA D. SCHARRER

CARSON M. TURNER

Attorneys for Plaintiff HAROLD CASALE