

1 **JUSTICE FOR WORKERS, P.C.**
William C. Sung, SB# 280792
2 E-Mail: william@justiceforworkers.com
Tiffany L. Luu, SB# 335127
3 E-Mail: tluu@justiceforworkers.com
3600 Wilshire Boulevard, Suite 1815
4 Los Angeles, CA 90010
Tel: 323-922-2000
5 Fax: 323-922-2000

6 Jeffrey Scott Ranen (SBN: 224285)
J.Scott.Ranen@Goliath-Law.com
7 **GOLIATH LAW**
8605 Santa Monica Blvd., No. 584066
8 West Hollywood, CA 90069
Telephone: (213) 789-6549
9

10 Attorneys for Plaintiff CARLOS ANTONIO BARAJAS

11 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
12 **FOR THE COUNTY OF SAN DIEGO**
13

14 CARLOS ANTONIO BARAJAS, an
individual and on behalf of all others similarly
15 situated;

16 Plaintiff,

17 vs.

18 PATRIOT LOGISTICS SERVICES LLC, a
19 California limited liability company; and
DOES 1 through 50,
20

21 Defendants.
22
23
24
25
26
27
28

ELECTRONICALLY FILED
Superior Court of California,
County of San Diego
04/26/2024 at 09:09:00 AM
Clerk of the Superior Court
By Tanisha Moore, Deputy Clerk

Case No.: 37-2024-00007594-CU-OE-CTL

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

- (1) MEAL PERIOD VIOLATIONS
(LABOR CODE §§ 226.7, 512, 558);
- (2) WAGE STATEMENT PENALTIES
(LABOR CODE § 226);
- (3) WAITING TIME PENALTIES
(LABOR CODE §§ 201-203);
- (4) FAILURE TO REIMBURSE
NECESSARY BUSINESS EXPENSES
(LABOR CODE § 2802);
- (5) UNFAIR COMPETITION (BUS &
PROF CODE §§ 17200, *et seq.*); and
- (6) CIVIL PENALTIES UNDER THE
CALIFORNIA PRIVATE
ATTORNEYS GENERAL ACT
(LABOR CODE §§ 2698, *et seq.*)

DEMAND FOR JURY TRIAL

1 Plaintiff CARLOS ANTONIO BARAJAS (“Plaintiff”), on behalf of himself and all others
2 similarly situated, hereby brings this First Amended Class and Representative Action Complaint
3 (“Complaint”) against Defendants PATRIOT LOGISTICS SERVICES LLC, a California limited
4 liability company, and DOES 1 to 50 (collectively “Defendants”), and on information and belief
5 alleges as follows:

6 **JURISDICTION AND VENUE**

7 1. Plaintiff, on behalf of himself and all others similarly situated, hereby brings this
8 Complaint for recovery of unpaid wages and penalties under California Business and Professions
9 Code § 17200, *et seq.*, Labor Code §§ 201, 202, 203, 204, 210, 226, 226.7, 246, 256, 516, 558.1,
10 1174, and 2802, 2698, *et seq.*, and Industrial Welfare Commission (“IWC”) Wage Order 9-2001
11 (“Wage Order 9”), in addition to seeking injunctive relief, declaratory relief, and restitution. This
12 Complaint is brought pursuant to California Code of Civil Procedure § 382. This Court has
13 jurisdiction over Defendants’ violations of the Labor Code because the amount in controversy
14 exceeds \$25,000.

15 2. Venue is proper in this judicial district because Defendants maintain offices, have
16 agents, and/or transact business in the State of California, including San Diego County, and some of
17 the acts and omissions complained of herein occurred in San Diego County. Furthermore, Plaintiff
18 was employed by Defendants within San Diego County.

19 **PARTIES**

20 3. Plaintiff is, and at all times relevant herein was, an individual over the age of
21 eighteen (18) and is a California resident. Within the statute of limitations periods applicable to
22 each cause of action pled herein, Plaintiff was employed by Defendants as a non-exempt employee.
23 Plaintiff was, and is, a victim of Defendants’ policies, practices, and/or customs complained of
24 herein and has been deprived of the rights guaranteed by Business and Professions Code § 17200, *et*
25 *seq.*, Labor Code §§ 201, 202, 203, 204, 210, 226, 226.7, 246, 256, 516, 558.1, 1174, and 2802,
26 2698, *et seq.*, and Wage Order 9.

27 4. Plaintiff is informed and believes, and based thereon alleges, that during the
28 applicable statute of limitations for each cause of action pled herein and continuing to the present,

1 Defendants engaged in, and continue to engage in, business, and employed Plaintiff and other,
2 similarly-situated non-exempt employees within San Diego County, and the State of California and,
3 therefore, were (and are) doing business in San Diego County and the State of California.

4 5. Plaintiff does not know the true names or capacities, whether individual, partner, or
5 corporate, of the defendants sued herein as DOES 1 to 50, inclusive, and for that reason, said
6 defendants are sued under such fictitious names, and Plaintiff will seek leave from this Court to
7 amend this Complaint when such true names and capacities are discovered. Plaintiff is informed,
8 and believes, and based thereon alleges, that each of said fictitious defendants, whether individual,
9 partners, or corporate, was responsible in some manner for the acts and omissions alleged herein,
10 and proximately caused Plaintiff and the Classes (as defined below) to be subject to the unlawful
11 employment practices, wrongs, injuries, and damages complained of herein.

12 6. At all times herein mentioned, each of said Defendants participated in the doing of
13 the acts hereinafter alleged to have been done by the named Defendant; and furthermore,
14 Defendants, and each of them, were the agents, servants, and employees of each of the other
15 defendants, as well as the agents of all Defendants, and at all times herein mentioned, were acting
16 within the course and scope of said agency and employment.

17 7. Plaintiff is informed and believes, and based thereon alleges, that at all times
18 material hereto, each of the Defendants named herein was the agent, employee, alter ego and/or
19 joint venturer of, or working in concert with each of the other co-Defendants and was acting within
20 the course and scope of such agency, employment, joint venture, or concerted activity. To the extent
21 said acts, conduct, and omissions were perpetrated by certain Defendants, each of the remaining
22 Defendants confirmed and ratified said acts, conduct, and omissions of the acting Defendants.

23 8. At all times herein mentioned, Defendants, and each of them, were members of, and
24 engaged in, a joint venture, partnership, and common enterprise, and acting within the course and
25 scope of, and in pursuance of, said joint venture, partnership, and common enterprise.

26 9. At all times herein mentioned, the acts and omissions of various Defendants, and
27 each of them, concurred and contributed to the various acts and omissions of each and all of the
28 other Defendants in proximately causing the injuries and damages as herein alleged.

1 **FACTUAL ALLEGATIONS**

2 10. Defendants own and operate a delivery business that contracts with Amazon.com to
3 conduct deliveries in California. Defendants has employed Plaintiff as an hourly-paid, non-exempt
4 employee since approximately May 2023 as a delivery driver in Carlsbad, California.

5 11. Labor Code § 246 mandates employers to comply with various requirements with
6 respect to the provision of paid sick leave to employees. During the relevant time period,
7 Defendants failed to provide Plaintiff and other employees with any paid sick leave. When Plaintiff
8 inquired with Defendants regarding his entitlement to paid sick leave, Defendants falsely replied
9 that they did not need to provide paid sick leave because their company was too small.

10 12. Defendants failed to provide Plaintiff and other non-exempt employees with all
11 legally compliant meal periods due to Defendants' meal period policies/practices, which have
12 frequently resulted in late (commencing after the fifth hour of work), short (less than 30 minutes),
13 and/or missed meal periods. Plaintiff and other non-exempt employees occasionally worked more
14 than 10 hours in a shift but were not provided with compliant second meal periods. On those
15 occasions when Plaintiff and other non-exempt employees were not provided with all legally
16 compliant meal periods to which they were entitled, Defendants failed to compensate Plaintiff and
17 other non-exempt employees with the required meal period premium(s) for each workday there was
18 a meal period violation as mandated by Labor Code § 226.7. Upon information and belief,
19 Defendants maintained no mechanism for the payment of meal period premium payments as
20 required by Labor Code § 226.7 in the event that a legally compliant meal period was not provided
21 to their non-exempt employees.

22 13. As a result of Defendants' failure to pay all failure to pay all meal period premium
23 wages and paid sick leave wages, and unlawful timekeeping and payroll practices as alleged above,
24 Defendants failed timely pay all final wages to other former non-exempt employees upon their
25 separation of employment from Defendants.

26 14. During the relevant time period, Defendants did not provide Plaintiff and other non-
27 exempt employees with complete and accurate itemized wage statements. The wage statements they
28 received from Defendants were in violation of Labor Code § 226(a). The violations include, but are

1 not limited to, the failure to include the total hours worked, including gross and net wages, the
2 address of the legal entity that is the employer, and failure to state all applicable hourly rates in
3 effect during the pay period and the corresponding number of hours worked at each hourly rate by
4 the employee.

5 15. Additionally, Defendants required Plaintiff and other non-exempt employees to use
6 their personal cellphones to clock in and out and geolocation. Despite requiring employees to incur
7 these necessary business expenses, Defendants failed to reimburse Plaintiff and other non-exempt
8 employees for the cost of these expenses.

9 **CLASS ACTION ALLEGATIONS**

10 16. **Class Definitions:** Plaintiff brings this action on behalf of himself and the following
11 Classes pursuant to § 382 of the California Code of Civil Procedure:

- 12 a. Meal Period Class: All current and former non-exempt employees of Defendants in
13 the State of California who: (i) worked at least one shift in excess of 5.0 hours;
14 and/or (ii) worked at least one shift in excess of 10.0 hours, during the four years
15 immediately preceding the filing of this action through the present.
- 16 b. Wage Statement Class: All current and former non-exempt employees of Defendants
17 in the State of California who received a wage statement, during the one year
18 immediately preceding the filing of this action through the present.
- 19 c. Waiting Time Penalty Class: All of Defendants' formerly employed members of the
20 Minimum Wage Class, Overtime Class, Rest Period Class, and/or Meal Period Class
21 during the three years immediately preceding the filing of this action through the
22 present.
- 23 d. Expense Reimbursement Class: All current and former non-exempt employees of
24 Defendants in the State of California who were not reimbursed for all necessary
25 business expenses, during the four years immediately preceding the filing of this
26 action through the present.

27 17. **Numerosity/Ascertainability:** The members of the Classes are so numerous that
28 joinder of all members would be impractical, if not impossible. The membership of the Classes is

1 unknown to Plaintiff at this time; however, it is estimated that the members of the Classes number
2 greater than 50 individuals. The identity of such membership is readily ascertainable via inspection
3 of Defendants' employment records, including payroll records.

4 18. **Common Questions of Law and Fact Predominate/Well-Defined Community of**
5 **Interest:** There are predominant common questions of law and fact as to Plaintiff and members of
6 the Classes, which predominate over questions affecting only individual members including,
7 without limitation to:

- 8 a. Whether Defendants provided all legally compliant meal periods or paid meal period
9 premium wages due to members of the Meal Period Class pursuant to Labor Code §§
10 226.7 and 512;
- 11 b. Whether Defendants furnished legally compliant wage statements to members of the
12 Wage Statement Class pursuant to Labor Code § 226;
- 13 c. Whether Defendants reimbursed members of the Expense Reimbursement Class for
14 all necessary business expenses pursuant to Labor Code § 2802; and
- 15 d. Whether Defendants timely paid all final wages to members of the Waiting Time
16 Class at the time of their separation of employment pursuant to Labor Code §§ 201
17 and 202.

18 These common questions of law and fact set forth above are numerous and substantial and
19 stem from Defendants' policies and/or practices applicable to each individual class member. As
20 such, the common questions predominate over individual questions concerning each individual
21 class member's showing as to their eligibility for recovery or as to the amount of their damages.

22 19. **Typicality:** The claims of Plaintiff are typical of the claims of the Classes because
23 Plaintiff was employed by Defendants as a non-exempt employee in California during the statute(s)
24 of limitations period applicable to each cause of action pled in the Complaint. As alleged herein,
25 Plaintiff, like the members of the Classes, was not provided all required meal periods, did not
26 receive premium pay for non-compliant meal periods, was not provided with accurate, compliant,
27 itemized wage statements, and was not reimbursed for all necessary business expenses.

28 ///

1 20. **Adequacy of Representation:** Plaintiff is fully prepared to take all necessary steps
2 to represent fairly and adequately the interests of the members of the Classes. Moreover, Plaintiff's
3 attorneys are ready, willing and able to fully and adequately represent the members of the Classes
4 and Plaintiff. Plaintiff's attorneys have litigated numerous wage-and-hour class actions in state and
5 federal courts in the past and are committed to vigorously prosecuting this action on behalf of the
6 members of the Classes.

7 21. **Superiority:** The Labor Code is broadly remedial in nature and serves an important
8 public interest in establishing minimum working conditions and standards in California. These laws
9 and labor standards protect the average working employee from exploitation by employers who
10 have the responsibility to follow the laws and who may seek to take advantage of superior economic
11 and bargaining power in setting onerous terms and conditions of employment. The nature of this
12 action and the format of laws available to Plaintiff and members of the Classes make the class
13 action format a particularly efficient and appropriate procedure to redress the violations alleged
14 herein. If each employee were required to file an individual lawsuit, Defendants would necessarily
15 gain an unconscionable advantage since they would be able to exploit and overwhelm the limited
16 resources of each individual plaintiff with their vastly superior financial and legal resources.

17 22. Moreover, requiring each member of the Class(es) to pursue an individual remedy
18 would also discourage the assertion of lawful claims by employees who would be disinclined to file
19 an action against their former and/or current employer for real and justifiable fear of retaliation and
20 permanent damages to their careers at subsequent employment. The claims of the individual
21 members of the Class are not sufficiently large to warrant vigorous individual prosecution
22 considering all of the concomitant costs and expenses attending hereto.

23 23. Furthermore, the prosecution of separate actions by the individual class members,
24 even if possible, would create a substantial risk of inconsistent or varying verdicts or adjudications
25 with respect to the individual class members against Defendants herein; and which would establish
26 potentially incompatible standards of conduct for Defendants; and/or legal determinations with
27 respect to individual class members which would, as a practical matter, be dispositive of the interest
28 of the other class members not parties to adjudications or which would substantially impair or

1 impede the ability of the class members to protect their interests. As such, the Classes identified
2 hereinabove are maintainable as classes under § 382 of the Code of Civil Procedure.

3 **FIRST CAUSE OF ACTION**

4 **MEAL PERIOD VIOLATIONS**

5 **(Against All Defendants)**

6 24. Plaintiff re-alleges and incorporates by reference all preceding paragraphs as though
7 fully set forth herein.

8 25. Plaintiff is informed and believes, and based thereon alleges, that Defendants failed
9 in their affirmative obligation to provide all of their non-exempt employees in California, including
10 Plaintiff and members of the Meal Period Class, with all legally compliant meal periods in
11 accordance with the mandates of the Labor Code and Wage Order 9, § 11.

12 26. Despite Defendants' violations, Defendants did not pay an additional hour of pay to
13 Plaintiff and members of the Meal Period Class at their respective regular rates of compensation, in
14 accordance with California Labor Code §§ 204, 210, 226.7, and 512.

15 27. As a consequence of Defendants' unlawful meal period practices, Plaintiff and
16 members of the Meal Period Class seek recovery of unpaid premium wages for meal period
17 violations including interest thereon, statutory penalties, and costs of suit, pursuant to Labor Code
18 §§ 226.7, 512, 558, Wage Order 9, and Civil Code §§ 3287 and 3289.

19 **SECOND CAUSE OF ACTION**

20 **WAGE STATEMENT PENALTIES**

21 **(Against All Defendants)**

22 28. Plaintiff re-alleges and incorporates by reference all preceding paragraphs as though
23 fully set forth herein.

24 29. Plaintiff is informed and believes, and based thereon alleges, that Defendants
25 knowingly and intentionally, as a matter of uniform policy and practice, failed to furnish Plaintiff
26 and members of the Wage Statement Class with accurate and complete, itemized wage statements
27 that included, among other requirements, all hours worked, total gross wages earned, all rates of pay
28 and corresponding number of hours worked, total net wages earned, the inclusive dates of the pay

1 period, and/or the correct name and address of the legal entity that is the employer in violation of
2 Labor Code § 226.

3 30. Defendants' failure to furnish Plaintiff and members of the Wage Statement Class
4 with accurate and complete, itemized wage statements resulted in actual injury, as said failures led
5 to, among other things, the non-payment of minimum and overtime wages and meal and rest period
6 premium wages owed and deprived them of the information necessary to identify the discrepancies
7 in Defendants' reported payroll data.

8 31. As a consequence of Defendants' unlawful wage statement practices, Plaintiff and
9 members of the Wage Statement Class seek damages and/or statutory penalties, reasonable
10 attorneys' fees, and costs of suit according to California Labor Code § 226.

11 **THIRD CAUSE OF ACTION**

12 **WAITING TIME PENALTIES**

13 **(Against All Defendants)**

14 32. Plaintiff re-alleges and incorporates by reference all preceding paragraphs as though
15 fully set forth herein.

16 33. This cause of action is brought pursuant to Labor Code §§ 201-203, which require an
17 employer to pay all wages immediately at the time of separation of employment in the event the
18 employer discharges the employee or the employee provides at least 72 hours of notice of their
19 intent to quit. In the event the employee provides less than 72 hours of notice of their intent to quit,
20 said employee's wages become due and payable not later than 72 hours upon said employee's last
21 date of employment.

22 34. Plaintiff is informed and believes, and based thereon alleges, that Defendants failed
23 to timely pay members of the Waiting Time Class all final wages due to them at their separation
24 from employment, including unpaid minimum and overtime wages as well as unpaid meal and rest
25 period premium wages.

26 35. Furthermore, Plaintiff is informed and believes, and based thereon alleges, that as a
27 matter of uniform policy and practice, Defendants continue to fail to pay members of the Waiting
28 Time Class all earned wages at the end of employment in a timely manner pursuant to the

1 requirements of Labor Code §§ 201-202.

2 36. Defendants' failure to pay all final wages was willful within the meaning of Labor
3 Code § 203. Defendants' willful failure to timely pay the members of the Waiting Time Class their
4 earned wages upon separation from employment results in continued payment of daily wages up to
5 thirty days from the time the wages were due.

6 37. As a consequence of Defendants' unlawful practices, members of the Waiting Time
7 Class seek statutory penalties, and costs of suit according to California Labor Code § 203.

8 **FOURTH CAUSE OF ACTION**

9 **FAILURE TO REIMBURSE NECESSARY BUSINESS EXPENSES**

10 **(Against All Defendants)**

11 38. Plaintiff re-alleges and incorporates by reference all preceding paragraphs as though
12 fully set forth herein.

13 39. At all relevant times herein, Defendants were subject to Labor Code § 2802, which
14 states that "an employer shall indemnify his or her employees for all necessary expenditures or
15 losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his
16 or obedience to the directions of the employer."

17 40. Defendants violated Labor Code § 2802 by failing to reimburse Plaintiff and
18 members of the Expense Reimbursement Class all necessary business expenses they incurred in the
19 performance of their job duties.

20 41. As a consequence of Defendants' unlawful practices, Plaintiff and members of the
21 class seek recovery of unreimbursed business expenses, including interest thereon, reasonable
22 attorneys' fees, and costs of suit pursuant to Labor Code § 2802.

23 **FIFTH CAUSE OF ACTION**

24 **UNFAIR COMPETITION**

25 **(Against All Defendants)**

26 42. Plaintiff re-alleges and incorporates by reference all preceding paragraphs as though
27 fully set forth herein.

28 ///

43. Defendants have engaged and continue to engage in unfair and/or unlawful business practices in California in violation of Business and Professions Code § 17200, *et seq.*, by:

- a. failing to provide Plaintiff and members of the Meal Period Class with all meal periods to which they are entitled, and failing to pay them all meal period premium wages due;
- b. failing to issue accurate and itemized wage statements to Plaintiff and members of the Wage Statement Class;
- c. failing to timely pay all final wages to members of the Waiting Time Penalty Class; and
- d. failing to reimburse all necessary business expenses to Plaintiff and members of the Expense Reimbursement Class.

44. Defendants' utilization of these unfair and/or unlawful business practices deprived Plaintiff and continues to deprive members of the Classes of compensation to which they are legally entitled, constitutes unfair and/or unlawful competition, and provides an unfair advantage over Defendants' competitors who have been and/or are currently employing workers and attempting to do so in honest compliance with applicable wage and hour laws.

45. Because Plaintiff is a victim of Defendants' unfair and/or unlawful conduct alleged herein, Plaintiff for himself and on behalf of the members of the Classes, seeks full restitution of monies, as necessary and according to proof, to restore any and all monies withheld, acquired and/or converted by Defendants pursuant to Business and Professions Code §§ 17203 and 17208.

46. The acts complained of herein occurred within the last four years immediately preceding the filing of the Complaint in this action.

SIXTH CAUSE OF ACTION

PRIVATE ATTORNEYS GENERAL ACT

(Against All Defendants)

47. Plaintiff re-alleges and incorporates by reference all preceding paragraphs as though fully set forth herein.

48. Plaintiff, an “aggrieved employee” within the meaning of Labor Code §§ 2698, *et*

1 *seq.*, acting on behalf of himself and other aggrieved employees (collectively, “Aggrieved
2 Employees”), brings this representative action against Defendants to recover the civil penalties due
3 to Plaintiff and other Aggrieved Employees, and the State of California according to proof pursuant
4 to Labor Code §§ 558 and 2699(a) and (f) including, but not limited to: (1) \$100.00 for each initial
5 violation for each failure to pay each employee and \$200 for each subsequent violation or willful or
6 intentional violation pursuant to Labor Code §§ 210 and/or 225.5 for each failure to pay each
7 employee, plus 25% of the amount unlawfully withheld; (2) \$50.00 for each initial violation and
8 \$100 for each subsequent violation pursuant to Labor Code § 558 per employee per pay period; (3)
9 \$100 for each initial violation and \$250 for each subsequent violation pursuant to Labor Code §
10 1197.1 per employee per pay period; (4) \$250 for each initial violation and \$1,000 for each
11 subsequent violation pursuant to Labor Code § 226.3 per employee per pay period; (5) pursuant to
12 Labor Code § 256, a civil penalty in an amount not exceeding 30 days per former employee as
13 waiting time under the terms of Labor Code § 203; and/or (6) \$100 for each initial violation and
14 \$200 for each subsequent violation per employee per pay period for those violations of the Labor
15 Code for which no civil penalty is specifically provided, based on the following Labor Code
16 violations:

- 17 a. Failing to provide all legally required meal periods, and failure to pay meal period
18 premium wages, to Aggrieved Employees at the regular rate of compensation in
19 violation of Labor Code §§ 226.7, 512, 558, and 1198;
- 20 b. Failing to furnish Aggrieved Employees with complete, accurate, itemized wage
21 statements in violation of Labor Code § 226;
- 22 c. Failing to timely pay all final wages and compensation earned by Aggrieved
23 Employees at the time of separation in violation of Labor Code §§ 201-202;
- 24 d. Failure to reimburse Aggrieved Employees for all necessary business expenses in
25 violation of Labor Code § 2802;
- 26 e. Failing to pay Aggrieved Employees all paid sick leave wages in violation of Labor
27 Code § 246;

28 ///

1 f. Failing to pay Aggrieved Employees all earned wages at least twice during each
2 calendar month in violation of Labor Code § 204; and
3 g. Failing to maintain accurate records on behalf of Aggrieved Employees in violation
4 of Labor Code §§ 1174 and 1198.

5 49. On or about February 16, 2024, Plaintiff notified Defendants via certified mail, and
6 notified the California Labor and Workforce Development Agency (“LWDA”) via its website, of
7 Defendants’ violations of the Labor Code and Plaintiff’s intent to bring a claim for civil penalties
8 under Labor Code §§ 2698, *et seq.* with respect to the violations of the Labor Code identified in the
9 preceding paragraph. Now that 33 days and 65 days have passed from Plaintiff notifying
10 Defendants and the LWDA of these violations, Defendants have not cured any curable violations,
11 and the LWDA has not provided notice that it intends to investigate the violations, Plaintiff has
12 exhausted administrative requirements for bringing a claim under the Private Attorneys General Act
13 with respect to these violations.

14 50. Plaintiff has incurred attorneys’ fees and costs, which Plaintiff is entitled to receive
15 under California Labor Code § 2699(g).

16 **PRAYER FOR RELIEF**

17 WHEREFORE, Plaintiff prays for judgment for himself and for all others on whose behalf
18 this suit is brought against Defendants, as follows:

- 19 1. For an order certifying the proposed Classes;
- 20 2. For an order appointing Plaintiff as representative of the Classes;
- 21 3. For an order appointing Counsel for Plaintiff as Counsel for the Classes;
- 22 4. Upon the First Cause of Action, for meal period premium wages according to proof
23 pursuant to Labor Code §§ 226.7, 512, and 558;
- 24 5. Upon the Second Cause of Action, for statutory penalties pursuant to Labor Code §
25 226;
- 26 6. Upon the Third Cause of Action, for statutory penalties pursuant to Labor Code §
27 203;

28 ///

1 7. Upon the Fourth Cause of Action, for unreimbursed business expenses according to
2 proof pursuant to Labor Code § 2802;

3 8. Upon the Fifth Cause of Action, for restitution to Plaintiff and members of the
4 Classes of all money and/or property unlawfully acquired by Defendants by means of any acts or
5 practices declared by this Court to be in violation of Business and Professions Code §§ 17200, *et*
6 *seq.*;

7 9. Upon the Sixth Cause of Action, for civil penalties due to Plaintiff, other Aggrieved
8 Employees, and the State of California according to proof pursuant to Labor Code §§ 558 and
9 2699(a) and (f) including, but not limited to: (1) \$100.00 for each initial violation for each failure to
10 pay each employee and \$200 for each subsequent violation or willful or intentional violation
11 pursuant to Labor Code §§ 210 and/or 225.5 for each failure to pay each employee, plus 25% of the
12 amount unlawfully withheld; (2) \$50.00 for each initial violation and \$100 for each subsequent
13 violation pursuant to Labor Code § 558 per employee per pay period; (3) \$100.00 for each initial
14 violation and \$250.00 for each subsequent violation pursuant to Labor Code § 1197.1 per employee
15 per pay period; (4) \$250.00 for each initial violation and \$1,000.00 for each subsequent violation
16 pursuant to Labor Code § 226.3 per employee per pay period; (5) pursuant to Labor Code § 256, a
17 civil penalty in an amount not exceeding 30 days per former employee as waiting time under the
18 terms of Labor Code § 203; and/or (6) \$100.00 for each initial violation and \$200 for each
19 subsequent violation per employee per pay period for those violations of the Labor Code for which
20 no civil penalty is specifically provided;

21 10. Prejudgment interest on all due and unpaid wages pursuant to Labor Code § 218.6
22 and Civil Code §§ 3287 and 3289;

23 11. On all causes of action, for attorneys' fees and costs as provided by Labor Code §§
24 218.5, 226, 1194, 2699(g), and Code of Civil Procedure § 1021.5; and

25 12. For such other and further relief, the Court may deem just and proper.

26 ///

27 ///

28 ///

1 **DEMAND FOR JURY TRIAL**

2 Plaintiff hereby demands a trial by jury on all claims.

3
4 DATED: April 26, 2024

JUSTICE FOR WORKERS, P.C.

5
6 By: 

7 William C. Sung

8 Tiffany L. Luu

9 Attorneys for Plaintiff

10 CARLOS ANTONIO BARAJAS