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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF RIVERSIDE

Arthur L. Hutton, individually and on behalf
of all similarly situated individuals,

Plaintiff,

vs.

Pacific Tank Lines, Inc, a California
Corporation; **Joseph John Keith**, an
individual; and **Does 1-100**;

Defendants.

CASE NO. **CVRI 2401967**

CLASS ACTION COMPLAINT FOR:

- 1) **Failure to Pay Minimum Wages;**
- 2) **Failure to Pay Overtime Wages;**
- 3) **Failure to Provide Meal Periods or
Premium Pay in Lieu Thereof;**
- 4) **Failure to Provide Rest Periods or
Premium Pay in Lieu Thereof;**
- 5) **Failure to Provide and Maintain
Accurate Records;**
- 6) **Failure to Reimburse Necessary
Business Expenses;**
- 7) **PAGA Penalties; and**
- 8) **Violation of California Business &
Professions Code §§ 17200, et seq.;**

INDIVIDUAL COMPLAINT FOR:

- 9) **Retaliation under Labor Code § 6300;**

- 1 10) Unlawful Retaliation under Cal. Labor
2 Code § 98.6 ;
3 11) Whistleblower Retaliation under Cal.
4 Labor Code § 1102.5; and
5 12) Retaliation and Wrongful Termination
6 in Violation of Public Policy

7 Jury Trial Requested
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Plaintiff hereby brings this action on behalf of himself and all other similarly situated current and former employees, by and through his counsel of record, and alleges as follows:

PARTIES

1. At all relevant times for this Complaint, Plaintiff **Arthur L. Hutton** (“Plaintiff”) is and has been a resident of Riverside County, California. Plaintiff was employed as an hourly non-exempt employee by Pacific Tank Lines, Inc. from on or around February 2024 to on or around March 29, 2024. Plaintiff was subject to the policies and practices described in this Complaint at all times during his employment at Pacific Tank Lines, Inc.

2. Defendant **Pacific Tank Lines, Inc.** (“Defendant” or “Pacific”) is a California corporation whose main business is the intrastate transport of petroleum. On information and belief, Pacific employs at least 110 hourly, non-exempt employees. Pacific is a domestic corporation registered and organized under the laws of California. Pacific’s principal place of business in California is 5230 Wilson Street, Riverside, California 92509.

3. Defendant **Joseph John Keith** (“Keith”) is the Chief Executive Officer at Pacific Tank Lines, Inc. Upon information and belief, he is a resident of the County of Riverside in the State of California. Upon information and belief, as Mr. Keith is a managing agent, director, and/or officer of Defendants and because he caused or directed the acts described herein, he is personally liable for the Labor Code violations set forth in this Complaint under Labor Code section 558.1.

4. Plaintiff is not currently aware of the names and true identities of defendants Does 1-100, inclusive, (hereinafter “Doe Defendants” together with Defendants Pacific and Keith as “Defendants”). Plaintiff reserves the right to amend this complaint to allege their true names and capacities when this information is available. Each Doe defendant is responsible for the damages alleged pursuant to each of the causes of action asserted, either through its own conduct, or vicariously through the conduct of others. All further references in this complaint to any of the named Defendants includes the fictitiously named defendants.

5. At all times alleged herein, each Defendant was an agent, servant, joint employer, employee, partner, and/or joint venture of every other Defendant and was acting within the scope of the Defendants’ relationship; and the conduct of every Defendant was ratified by each other Defendant.

1 **VENUE AND JURISDICTION**

2 6. The court has jurisdiction over all causes of action in this complaint pursuant to Article VI,
3 § 10 of the California Constitution. No federal question is at issue; Plaintiff relies solely on California
4 statutes and law, including the Labor Code and the Business & Professions Code. Because Plaintiff was
5 employed by Defendant and Defendant transacts business within Riverside County, Defendant is within
6 the jurisdiction of the court for service of process. Moreover, Business & Professions Code § 17204
7 provides that any person acting on their own behalf may bring an action in any court of competent
8 jurisdiction.

9 7. Venue as to Defendant is proper in this Superior Court pursuant to California Code of Civil
10 Procedure § 395. The unlawful acts alleged have directly affected Plaintiff in Riverside County, where he
11 was employed by Defendant and earned the wages at issue in this action. Accordingly, this Court maintains
12 appropriate jurisdiction over this dispute.

13 **CLASS ACTION ALLEGATIONS**

14 8. At all times relevant to this Complaint, Plaintiff and Class Members were required to
15 conduct deliveries of petroleum gas. Upon information and belief, Plaintiff and Class Members were
16 required to be on premises under Defendants' control but prevented from clocking into work until a semi-
17 truck was made available for them to commence their delivery routes. While off-the-clock but subject to
18 Defendants' control, Plaintiff and Class Members were not paid for all hours worked. Defendants were
19 aware of these violations but willfully failed to pay Plaintiff and Class Members for this time.

20 9. Additionally, as this time was not counted as time worked, Class Members frequently
21 worked overtime hours that were not correctly compensated at their applicable overtime rates.

22 10. Further, as a matter of uniform and systemic policy, Pacific failed to authorize and/or
23 permit non-exempt employees to take bona fide meal and rest breaks pursuant to Labor Code § 226.7.

24 11. Defendants have consistently denied their non-exempt employees the opportunities to take
25 compliant 30-minute meal periods in accordance with California's Labor Code. Upon information and
26 belief, Class Members, including Plaintiff, were required to skip or interrupt their meal and/or rest periods
27 to conduct petroleum deliveries, answer phone calls, or otherwise interrupt or cut short their meal and/or
28 rest periods, or remain on duty and under Defendants' control during their meal and/or rest periods to

perform other tasks at Defendants' directions due to Defendants' policies and practices, including their scheduling and staffing practices and policies. This included, without limitation, Defendants requiring Class Members, including Plaintiff, to continue driving their scheduled routes during their lunch period due to the press of their delivery schedules, or remain on call to interrupt meal periods to return to conduct deliveries.

12. Furthermore, as a matter of uniform and systemic policy, Defendants authorizes non-exempt employees working a shift in excess of ten (10) hours to receive only one (1), thirty (30) minute meal period break rather than the two (2) they are entitled to under law. Accordingly, Defendants failed to authorize and permit compliant second meal periods as required by law.

13. Accordingly, Defendants failed to authorize and permit compliant meal periods as required by law.

14. As a matter of uniform and systemic policy, Defendants requires non-exempt employees to continue working during their rest periods by answering phone calls, otherwise interrupt or cut short their rest periods, or remain on duty and under Defendants' control during their rest periods to perform other tasks at Defendants' directions due to Defendants' policies and practices, including their scheduling and staffing practices and policies.

15. Accordingly, Defendants failed to authorize and permit compliant rest periods as required by law.

16. In failing to authorize and/or permit meal and rest periods, Defendants have also implemented a uniform policy of denying compensation in lieu of meal and rest periods to its non-exempt employees, notwithstanding its actual knowledge that such employees were uniformly denied compliant meal and rest periods.

17. As a matter of uniform and systemic policy, Defendants required non-exempt employees to utilize their personal cell phones for work-related purposes, including answering texts and calls from their supervisors while at work or on a break, for purposes of scheduling and re-scheduling future work, being assigned tasks, and general administrative matters. Defendants further failed to compensate their non-exempt employees for reasonable costs associated with utilizing their personal cell phones for work-related purposes. Defendants also required non-exempt employees to purchase work-related equipment,

1 including gloves, hardhats, and fire-retardant suits necessary for performance of their work duties without
2 reimbursing those employees for the costs associated with their equipment purchases.

3 18. As a matter of uniform and systemic policy, Defendants failed to provide its non-exempt
4 employees with accurate itemized wage statements in accordance with California's Labor Code. Upon
5 information and belief, Defendants failed to furnish Plaintiff, or Class Members, either semimonthly or at
6 the time of each payment of wages, either as a detachable part of the check or separately, an accurate,
7 itemized statement in writing showing sick pay, gross wages earned, all deductions, and the net wages
8 earned by Plaintiff for the inclusive dates for which the Plaintiff worked.

9 19. Plaintiff therefore brings this action on behalf of himself and as a class action on behalf of the
10 following defined Class:

11 **Non-Exempt Employee Class:**

12 *All persons who worked at least one 3.5-hour shift as a non-exempt employee in the State of*
13 *California from the period four years prior to the filing of the Action and the date of trial*
14 *("Class").*

15 20. Common methods of proof exist for determining these issues on a class-wide basis,
16 including but not limited to, Defendants' employment records, payroll records, timesheets, policies, and
17 disciplinary records.

18 21. **Numerosity.** Plaintiff is informed and believes that, during the class period, at least 110
19 Class Members have been employed as non-exempt employees by Defendants within the state of
20 California. The number of Class Members is sufficiently numerous such that joinder of all members is
21 impossible or impracticable.

22 22. **Typicality.** Plaintiff's claims are typical of all Class Members. Plaintiff, like all other Class
23 Members, was subjected to the policies and practices set forth above. Plaintiff's job duties were typical of
24 Class Members in all relevant respects.

25 23. **Adequacy.** There are no material conflicts between the claims of the representative
26 Plaintiff and Class Members that would make class certification inappropriate. Plaintiff understands his
27 obligation to inform the Court of any relationship, conflicts, or differences with any Class Member.
28 Plaintiff will fairly and adequately protect the interests of the Class Members. Plaintiff is invested in

redressing Defendants' illegal practices on behalf of all Class Members. Moreover, Plaintiff has retained competent counsel experienced in both class action and employment litigation. Plaintiff's attorneys, the proposed class counsel, are versed in the rules governing class action discovery, certification, and settlement, and will vigorously assert the claims of all Class Members. Plaintiff has incurred, and 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.

24. **Existence and Predominance of Common Issues.** Common questions of law and fact exist as to all Class Members and predominate over issues affecting individual Class Members, including, but not limited to:

- a. Whether Defendants had a common policy and/or practice of requiring Plaintiff and Class Members to remain under Defendants' control and direction while off-the-clock;
- b. Whether Defendants were required to pay Plaintiff and Class Members at least minimum wages for all time spent under its control and direction;
- c. Whether Defendants paid Plaintiff and Class Members all owed minimum wages;
- d. Whether Defendants' policies and/or practices required Class Members to work over eight hours per day or over forty hours per week without being paid all legally required overtime compensation;
- e. Whether Defendants unlawfully and/or willfully failed to compensate Plaintiff and Class Members required overtime wages;
- f. Whether Defendants have a common policy and/or practice of authorizing compliant meal periods to all non-exempt employees;
- g. Whether Defendants have a common policy and/or practice of permitting compliant rest periods to all non-exempt employees;
- h. Whether Defendants have a common policy and/or practice of depriving Plaintiff and Class Members of compliant, off-duty meal and/or rest periods;
- i. Whether Defendants unlawfully and/or willfully deprived Plaintiff and Class Members of compliant, off-duty meal and/or rest periods;
- j. Whether Defendants paid Plaintiff and Class Members all required premium wages for

- 1 non-compliant meal and/or rest periods;
- 2 k. Whether Defendants have a common policy and/or practice of failing to maintain
- 3 accurate payroll records in the State of California;
- 4 l. Whether Defendants unlawfully and/or willfully failed to maintain accurate payroll
- 5 records in the State of California;
- 6 m. Whether Defendants have a policy and/or practice of failing to provide accurate wage
- 7 statements reflecting hours worked and wages earned to Plaintiff and Class Members;
- 8 n. Whether Defendants unlawfully and/or willfully failed to provide accurate wage
- 9 statements reflecting hours worked and wages earned to Plaintiff and Class Members;
- 10 o. Whether Defendants have a common policy and/or practice of failing to reimburse
- 11 Plaintiff and Class Members for reasonable business expenses;
- 12 p. Whether Plaintiff and Class Members sustained damages as a result of any of the
- 13 aforementioned violations, and, if so, the proper measure of those damages, including
- 14 interest, penalties, costs, attorneys' fees, and equitable relief;
- 15 q. Whether Defendants violated the Unfair Competition Law, Cal. Bus. & Prof. Code
- 16 § 17200, *et seq.*, by violating the above provisions of law; and
- 17 r. Whether Defendants violated the Unfair Competition Law, Cal. Bus. & Prof. Code
- 18 § 17200, *et seq.*, by treating Plaintiff and Class Members unfairly by depriving them of
- 19 rest and/or meal periods, failing to provide them with compensation in lieu of meal
- 20 and/or rest periods, failing to compensate them for all wages earned, failing to timely
- 21 pay wages owed, failing to pay wages upon termination, failing to furnish accurate and
- 22 timely itemized wage statements upon payment of wages, and failing to pay all
- 23 compensation due upon discharge.

24 25. **Superiority.** A class action is superior to other available means for the fair and efficient

25 adjudication of this dispute. The damages suffered by individual Class Members, while substantial, are

26 small compared to the burden and expense of individual prosecution of the complex and expensive

27 litigation necessary to address Defendants' conduct. Even if Class Members themselves could afford

28 individual litigation, the court system would be overwhelmed by individual lawsuits if all Class Members

sought redress. In addition, individualized litigation increases the delay and expense to all parties and to the court system resulting from the complex legal and factual issues of this case. Individualized litigation also presents a potential for inconsistent or contradictory judgments. By contrast, the class action device presents far fewer management difficulties; it allows the hearing of claims which might otherwise go unaddressed because of the relative expense of bringing individual lawsuits, and it provides the benefits of single adjudication, economies of scale, and comprehensive supervision by a single court. Plaintiff contemplates providing individual notice to members of the Class through Defendants' records.

INDIVIDUAL ALLEGATIONS

26. Plaintiff began working full-time for Pacific as a Driver on or around February 2024 until he was retaliated against and wrongfully terminated on or around March 29, 2024 after making complaints about an unsafe workplace.

27. On more than one (1) occasion, Plaintiff complained to Defendants about the unsafe working conditions he was required to endure while at work, including faulty conditions of Defendants' semi-trucks (*i.e.*, the truck's window not going up or down), not receiving proper work equipment to safely conduct his work duties, not receiving the proper training to complete his work duties safely, and Defendants failing to provide any safety meetings for its drivers.

28. Moreover, Plaintiff complained to Defendants of numerous Occupational Safety and Health Administration ("OSHA") regulations that he reasonably believed were being violated by Defendants that included: (i) requiring drivers to falsify log books; (ii) requiring drivers to exceed maximum drive time; (iii) failing to provide proper inspections, repairs, and maintenance of Defendant's semi-trucks; and (iv) witnessing severe leaks from the vehicle, among others.

29. On March 18, 2024, Defendants retaliated against Plaintiff for making these complaints by unlawfully suspending him without pay under the pretext that Defendants were "investigating" Plaintiff's numerous complaints. Clearly, there was no reason to suspend Plaintiff without pay—in essence a punishment—in order to appropriately investigate his complaints of legal and regulatory violations.

30. A mere week later, on March 29, 2024, Plaintiff was terminated from his employment with Defendants.

31. Significantly, *prior to his termination*, Plaintiff, had complained to Defendant via email on

1 numerous occasions regarding the unsafe workplace and retaliation he was facing, stating “I’ve brought
2 up different safety concerns and I am now being retaliated against for asking the company to follow safety
3 rules.”

4 **CAUSES OF ACTION**

5 **FIRST CAUSE OF ACTION**

6 ***California Labor Code §§ 1182.12, 1194, 1194.2, 1197, 1197.1, and 1198***

7 ***Failure to Pay Minimum Wages***

8 **(Plaintiff and Class Against Defendants)**

9 32. Plaintiff repeats and incorporates by reference all allegations contained in the preceding
10 paragraphs as if fully set forth herein.

11 33. California law requires employers to compensate employees for all time that an employee
12 is “suffered or permitted to work,” which includes all time “when any employer ‘directs, commands or
13 restrains’ an employee.” *See, e.g., Morillion v. Royal Packing Co.*, 22 Cal. 4th 575, 583 (2000), as modified
14 (May 10, 2000); see also Code Regs. tit. 8, § 11070 (“‘Hours worked’ means the time during which an
15 employee is subject to the control of an employer and includes all the time the employee is suffered or
16 permitted to work, whether or not required to do so.”).

17 34. Defendants failed to compensate Plaintiff and the Class for all hours worked because
18 Defendants had a policy and/or practice whereby they required and/or pressured Class Members to work
19 under Defendants’ control while off-the-clock, including requiring Plaintiff and Class Members to be on
20 premises without being clocked in until a semi-truck was made available for them to commence their
21 routes. Accordingly, Defendants failed to pay Plaintiff and Class Members for all hours worked where they
22 were under the control of Defendants. Upon information and belief, Defendants failed to pay Class
23 Members all minimum wages for other compensable time.

24 35. Furthermore, Defendants required its non-exempt employees to work through their legally
25 mandated meal and/or rest period or remain on duty and under Defendants’ control during their meal
26 and/or rest periods to perform other tasks at Defendants’ directions due to Defendants’ policies and
27 practices, including their scheduling and staffing practices and policies. Accordingly, Defendants failed to
28 pay Plaintiff and Class Members for all hours worked where they were under the control of Defendants.

36. As a result of Defendants' failure and refusal to comply with California law, Plaintiff and Class Members are entitled to recover actual and liquidated damages for the unpaid time, plus injunctive relief and reasonable attorney's fees and costs. Lab. Code §§ 1194, 1197.1.

SECOND CAUSE OF ACTION

California Labor Code §§ 510 and 1198

Failure to Pay Overtime Wages

(Class Against Defendants)

37. Plaintiff incorporates by reference every allegation in this complaint as if fully set forth herein.

38. California Labor Code §§ 510 and 1198 provide that it is unlawful to employ persons without compensating them at a rate of pay either time-and-one-half or two-times that person's regular rate of pay, depending on the number of hours worked by the person on a daily or weekly basis.

39. Plaintiff and Class Members who work more than eight hours in a day or more than forty hours in a workweek are to be paid at the rate of time and one-half (1½) for all hours worked in excess of eight hours in a day or more than forty hours in a workweek. An employee's regular rate of pay includes all remuneration for employment paid to, or on behalf of, the employee, including commissions, non-discretionary bonuses and incentive pay. *Alvarado v. Dart Container Corp. of California*, 4 Cal. 5th 542, 573 (2018), as modified (Apr. 25, 2018).

40. Throughout the Class Period, Plaintiff and other Class Members were not paid overtime premiums for all of the hours they worked in excess of eight hours in a day, in excess of twelve hours in a day, in excess of eight hours on the seventh consecutive day of work in a workweek, and in excess of forty hours in a week.

41. Defendants knew or should have known that Plaintiff and Class Members did not receive overtime compensation. Because Plaintiff and Class Members sometimes worked shifts of more than eight hours a day or forty hours a week, they should have been adequately compensated at their appropriate overtime rate of pay. Accordingly, Defendants' failure to pay overtime compensation resulted in Plaintiff and Class Members being deprived of earned overtime wages.

42. Accordingly, Defendants' failure to pay overtime compensation resulted in Plaintiff and

1 Class Members being deprived of earned overtime wages. Pursuant to Labor Code § 1194, Plaintiff and
2 Class Members are entitled to recover their unpaid overtime compensation, as well as interest, costs, and
3 attorneys' fees.

4 **THIRD CAUSE OF ACTION**

5 ***California Labor Code §§ 226.7, 512(a), and 1198***

6 ***Failure to Provide Meal Periods or Premium Pay In Lieu Thereof***

7 **(Plaintiff and Class Against Defendants)**

8 43. Plaintiff incorporates by reference every allegation in this complaint as if fully set forth
9 herein.

10 44. At all times relevant to this complaint, Defendants knew they were obligated to provide
11 legally-compliant meal breaks to its non-exempt employees pursuant to Labor Code §§ 512 and 226.7.
12 Labor Code § 512(a) states in pertinent part: "[A]n employer may not employ an employee for a work
13 period of more than five hours per day without providing the employee with a meal period of not less than
14 30 minutes. An employer may not employ an employee for a work period of more than 10 hours per day
15 without providing the employee with a second meal period of not less than 30 minutes."

16 45. Labor Code section 226.7, 512(a), and 1198 provide that no employer shall require an
17 employee to work during any meal period mandated by an applicable order of the IWC. "An off-duty meal
18 period, therefore, is one in which the employee is relieved of all duty during the 30-minute meal period . .
19 .an employer's obligation is to provide an off-duty meal period: an uninterrupted 30-minute period during
20 which the employee is relieved of all duty." *Brinker Rest. Corp. v. Superior Court*, 53 Cal. 4th 1004, 1035
21 (2012).

22 46. Defendants' policies and practices served to deprive the Class of a full 30-minute break
23 period free of employer control or relieved of all duties. Upon information and belief, employees were
24 required to skip breaks, interrupt their breaks, cut them short, take them after the fifth hour of work, work
25 through them, or remain under Defendant's control during breaks due to Defendants' policies and
26 practices.

27 47. Accordingly, Plaintiff and Class Members were uniformly denied meal periods as a result
28 of Defendants' formal policies and practices. By failing to consistently provide uninterrupted, off-duty 30-

1 minute meal periods, Defendants violated the Labor Code as to Plaintiff and Class Members.

2 48. Pursuant to Labor Code § 226.7(b), Plaintiff and Class Members are entitled to recover
3 from Defendants an additional hour of pay at their regular rates of pay for each shift in which a required
4 meal period was not provided.

5 **FOURTH CAUSE OF ACTION**

6 ***California Labor Code §§ 226.7 and 1198***

7 ***Failure to Provide Rest Periods or Premium Pay in Lieu thereof***

8 **(Plaintiff and Class Against Defendants)**

9 49. Plaintiff repeats and incorporates by reference all allegations contained in the preceding
10 paragraphs as if fully set forth herein.

11 50. At all times relevant to this complaint, Defendant knew it was obligated to provide
12 compliant rest breaks to its non-exempt employees pursuant to Labor Code § 226.7.

13 51. Labor Code § 226.7 provides:

14 (a) No employer shall require any employee to work during any meal or rest
15 period mandated by an applicable order of the Industrial Welfare Commission.

16 (b) If any employer fails to provide an employee a meal period or rest period
17 in accordance with an applicable order of the Industrial Welfare Commission, the
18 employer shall pay the employee one additional hour of pay at the employee's
19 regular rate of compensation for each work day that the meal or rest period is not
20 provided.

21 52. Labor Code § 226.7, 512(a), and 1198 provide that no employer shall require an employee
22 to work during any rest or meal period mandated by an applicable order of the IWC, including the Wage
23 Orders. Employers must authorize and permit employees to be relieved of all duty during their rest and
24 meal periods: "A rest period, in short, must be a period of rest." *Augustus v. ABM Sec. Servs., Inc.*, 385
25 P.3d 823, 834 (2016).

26 53. Additionally, the Wage Orders mandate that "[t]he authorize rest period time shall be
27 based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or
28 major fraction thereof."

54. Employees must also be free to leave the employer's premises during their rest period. *See id.* at 270 ("In the context of a 10-minute break that employers must provide during the work period, a broad and intrusive degree of control exists when an employer requires employees to remain on call and respond during breaks. An employee on call cannot take a brief walk—five minutes out, five minutes back—if at the farthest extent of the walk he or she is not in a position to respond. Employees similarly cannot use their 10 minutes to take care of other personal matters that require truly uninterrupted time."); *see also* Department of Industrial Relations, "Rest Periods," *available at* https://www.dir.ca.gov/dlse/FAQ_RestPeriods.htm ("Q. Can my employer require that I stay on the work premises during my rest period? A. No, your employer cannot impose any restraints not inherent in the rest period requirement itself.").

55. Defendants' policies and practices served to deprive the Class of the requisite number of compliant rest periods free of employer control based on their hours worked per shift. Upon information and belief, employees were required to skip breaks, interrupt their breaks, cut them short, work through them, or remain under Defendant's control during breaks due to Defendants' policies and practices.

56. Pursuant to the relevant Wage Order and Labor Code § 226.7(b), Plaintiff and Class Members are entitled to recover from Defendants an additional hour of pay at their regular rates of pay for each shift that a compliant rest period was not provided. Defendant was aware that its actions were a violation of applicable law but consistently refused to pay premium pay as required by law.

FIFTH CAUSE OF ACTION

California Labor Code §§ 226(a)/(f)/(h), 226.3, and 1174(d)

Failure to Provide and Maintain Accurate Records

(Plaintiff and Class Against Defendants)

57. Plaintiff repeats and incorporates by reference all allegations contained in the preceding paragraphs as if fully set forth herein.

58. Labor Code § 226 requires employers to furnish employees with an accurate, itemized statement in writing showing, among other things, (1) gross wages earned; (2) total hours worked by the employee (for hourly-paid, non-exempt employees); (3) all deductions; (4) net wages earned; (5) the inclusive dates of the period for which the employee is paid; (6) the name of the employee and the last four

1 digits of his or her social security number; (7) the name and address of the legal entity that is the employer;
2 and (8) all applicable hourly rates in effect during the pay period and the corresponding number of hours
3 worked at each hourly rate by the employee.

4 59. At all times relevant to this complaint, Defendants' failure to list the correct hours of work
5 and pay premium wages for missed meal and rest periods and regular and/or overtime wages for work-off-
6 the-clock rendered Class Members' wage statements inaccurate by failing to accurately reflect gross and
7 net wages earned.

8 60. Injury. Defendant knowingly and intentionally failed to comply with Labor Code § 226,
9 causing injury and damages to Plaintiff and Class Members. Plaintiff and all those similarly situated were
10 injured by these failures because, among other things, they were confused about whether they were paid
11 properly and/or they were misinformed about how much compensation was owed.

12 61. Relief. Labor Code § 226(e)(1) provides that an employee suffering injury as a result of not
13 being provided with an accurate itemized wage statement is entitled to recover the greater of all actual
14 damages suffered or fifty (\$50) dollars for the initial violation and one-hundred (\$100) dollars for each
15 subsequent violation, up to \$4,000. Pursuant to Labor Code §§ 226(e) and (g), Plaintiff and all others
16 similarly situated are entitled to injunctive relief to ensure Defendants' compliance with Labor Code
17 § 226, as well as attorney's fees and costs of suit.

18 **SIXTH CAUSE OF ACTION**

19 ***California Labor Code § 2802***

20 ***Failure to Reimburse Necessary Business Expenses***

21 **(Plaintiff and Class Against Defendants)**

22 62. Plaintiff repeats, repleads, and incorporates by reference, as though fully set forth in this
23 paragraph, all the allegations of this Complaint.

24 63. Labor Code section 2802 provides that "[a]n employer shall indemnify his or her employee
25 for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge
26 of her or her duties, or of her or her obedience to the directions of the employer." Lab. Code § 2802. The
27 purpose of Labor Code section 2802 is to prevent employers from passing off their cost of doing business
28 and operating expenses on to their employees. *Cochran v. Schwan's Home Service, Inc.*, 228 Cal. App. 4th

1 1137, 1144 (2014).

2 64. Defendants required Class Members to utilize their personal cell phones for work-related
3 purposes, including answering texts and calls from their supervisors while at work or on a break, being
4 assigned tasks, and general administrative matters. Defendants further failed to compensate their non-
5 exempt employees for reasonable costs associated with utilizing their personal cell phones for work-related
6 purposes.

7 65. Defendants required non-exempt employees to purchase work-related equipment,
8 including gloves, hardhats, and fire-retardant suits, necessary for performance of their work duties without
9 reimbursing those employees for the costs associated with their equipment purchases.

10 66. Defendants further failed to reimburse a reasonable portion of the Class Members'
11 cellphone related expenses despite requiring the use of the device and/or applications that required a data
12 plan. *See Cochran v. Schwan's Home Serv., Inc.*, 228 Cal. App. 4th 1137, 1144 ("We hold that when
13 employees must use their personal cell phones for work related calls, Labor Code section 2802 requires
14 the employer to reimburse them. Whether the employees have cell phone plans with unlimited minutes or
15 limited minutes, the reimbursement owed is a reasonable percentage of their cell phone bills."). Defendant
16 further failed to reimburse Plaintiff and the Class Members for the purchase of work-related equipment.

17 67. By unlawfully failing to pay Plaintiff and Class Members, Defendants are liable for a
18 reasonable portion of the incurred expenses, to be determined upon trial, plus reasonable attorneys' fees
19 and costs. Lab. Code § 2802.

20 **SEVENTH CAUSE OF ACTION**

21 ***California Labor Code §§ 558, 2698, et seq.***

22 ***Private Attorneys General Act ("PAGA") Penalties***

23 ***(Plaintiff and Class Against Defendants)***

24 68. Plaintiff incorporates by reference all the allegations of this Complaint as though fully set
25 forth herein.

26 69. Entitlement to Penalties. Under the California Private Attorneys General Act ("PAGA"),
27 Labor Code § 2698, *et seq.*, an aggrieved employee may bring a representative action as a private attorney
28 general, on behalf of himself and other current or former employees as well as the general public, to recover

penalties for an employer's violations of the Labor Code and IWC Wage Orders. These penalties are in addition to any other relief available under the Labor Code and are allocated seventy-five percent to the Labor and Workforce Development Agency and twenty-five percent to the affected employees.

70. These penalties may be "stacked" separately for each of Defendants' violations of the Labor Code. *See, e.g., Hernandez v. Towne Park, Ltd.*, No. CV 12-02972, 2012 WL 2373372, at *17 n.77 (C.D. Cal. June 22, 2012) ("[F]ederal courts applying California law have concluded that stacking is appropriate."); *see also O'Connor v. Uber Techs., Inc.*, No. 13-CV-03826-EMC, 2016 WL 3548370, at *7 (N.D. Cal. June 30, 2016) ("Finally, Plaintiff ignore the potential for stacking of PAGA penalties related to wage-and-hour claims other than the gratuities and expense reimbursement claim, i.e., meal and rest breaks, minimum wage and overtime, and workers' compensation.").

71. Plaintiff is an "aggrieved employee" under PAGA, as he was employed by Defendant during the applicable statutory period and suffered the Labor Code violations alleged herein. Accordingly, he seeks to recover, on behalf of himself and all other current and former aggrieved employees of Defendant, the civil penalties provided by PAGA, including civil penalties for Defendants' violations of Labor Code §§ 201, 202, 203, 204, 226, 226.3, 510, 512, 558, 1182.12, 1174, 1194, 1198, 2802, the relevant Industrial Wage Order, and California Code of Regulations, tit 8 § 3364, plus reasonable attorneys' fees and costs.

72. Representative Action. Plaintiff seeks to recover the PAGA civil penalties through a representative action as permitted by PAGA and the California Supreme Court in *Arias v. Superior Court*, 46 Cal. 4th 969 (2009). Therefore, class certification of the PAGA claims is not required, but Plaintiff may choose to seek certification of the PAGA claims.

73. Labor Code § 2699(a), which is part of PAGA, provides:

Notwithstanding any other provision of law, any provision of this code that provides for a civil penalty to be assessed and collected by the Labor and Workforce Development Agency or any of its departments, divisions, commissions, boards, agencies, or employees, for a violation of this code, may, as an alternative, be recovered through a civil action brought by an aggrieved employee on behalf of themselves or themselves and other current or former

employees pursuant to the procedures specified in § 2699(a).

74. Penalties. Labor Code § 2699(f), which is part of PAGA, provides:

For all provisions of this code except those for which a civil penalty is specifically provided, there is established a civil penalty for a violation of these provisions, as follows: . . . (2) If, at the time of the alleged violation, the person employs one or more employees, the civil penalty is one hundred dollars (\$100) for each aggrieved employee per pay period for the initial violation and two hundred dollars (\$200) for each aggrieved employee per pay period for each subsequent violation.

75. Based on the foregoing, Plaintiff and aggrieved employees are entitled to civil penalties, to be paid by Defendant and allocated as required by PAGA in the following formula: (a) in an amount set forth as a civil penalty in the underlying statute; or (b) \$100 per initial violation per employee per pay period, and \$200 for each subsequent violation per employee per pay period.

76. Labor Code sections 1194.2 and 1197.1 authorizes employees to recover liquidated damages in an amount equal to the wages unlawfully withheld and interest thereon. Labor Code 1197.1 also authorized civil penalties as follows: \$100 for any initial violation intentional committed per employee per pay period in which a violation occurs, and \$250 per subsequent violation per employee per pay period in which a violation occurs, regardless of whether the first violation was intentional.

77. Plaintiff is also entitled to recover for himself, other aggrieved employees, and the State of California, civil penalties pursuant to Labor Code § 210 (entirely independent and apart from, any other penalty provided in this article) in the amount of \$100 per employee per initial violation of the timely payment requirements of Labor Code § 240 (semimonthly payments) and \$200 per employee for each subsequent violation, plus 25% of the amount unlawfully withheld.

78. Labor Code § 558 provides:

(a) Any employer or other person acting on behalf of an employer who violates, or causes to be violated, a section of this chapter or any provision regulating hours and days of work in any order of the Industrial Welfare Commission shall be subject to a civil penalty as follows:

- 1 (1) For any initial violation, fifty dollars (\$50) for each underpaid employee
2 for each pay period for which the employee was underpaid
3 (2) For each subsequent violation, one hundred dollars (\$100) for each
4 underpaid employee for each pay period for which the employee was
5 underpaid.

6 79. Plaintiff, the aggrieved employees, and the State of California are entitled to recover the
7 maximum civil penalties allowed by law for the violations of the Labor Code and the relevant IWC Wage
8 Order as alleged in this Complaint.

9 80. Procedural Requirements Met. Plaintiff electronically filed a notice of claims with the
10 LWDA contemporaneously with this Complaint and sent a copy to Defendants by certified mail. Plaintiff
11 has not received notice from the LWDA that it was exercising jurisdiction over the allegations set forth in
12 the notice. As of 65 days from date of electronic filing, all requirements for administrative exhaustion for
13 bringing these PAGA claims will have been met. Labor Code § 2699.3(a)(2).

14 **EIGHTH CAUSE OF ACTION**

15 ***California Business and Professions Code §§ 17200, et seq.***

16 ***Unfair Competition Law***

17 **(Plaintiff and Class Against Defendants)**

18 81. Plaintiff repeats and incorporate by reference every allegation in this complaint as if fully
19 set forth herein.

20 82. Defendants are a “person” as defined by California Business & Professions Code § 17201,
21 as each is a natural person, corporation, firm, partnership, joint stock company, and/or association.

22 83. Unlawful Business Practices. Defendants’ knowing violations of the Labor Code, relevant
23 IWC Wage Order, and California Code of Regulations, tit 8, § 3364 constitute an unlawful business
24 practice as set forth in Business & Professions Code § 17200, *et seq.*¹

25
26 ¹ In *Solus Industrial Innovations, Inc. v. Superior Court of Orange County*, 4 Cal.5th 316 (2018), the Califor-
27 nia Supreme Court held that employees can sue their employers for workplace safety violations under
28 the State’s consumer protection laws, including California’s Unfair Competition Law.

84. Defendants' failure to abide by the laws discussed herein provide Defendant an unfair advantage over their competitors at the expense of their workers. Instead, Defendant cuts corners in the name of higher profits and at the expense of employee well-being. Defendants' action thereby constitutes an unfair, fraudulent, and/or unlawful business practice under Business & Professions Code § 17200, *et seq.*

85. Relief. Plaintiff brings this cause of action seeking equitable and injunctive relief to stop Defendants' willful and ongoing misconduct, and to seek restitution of the amounts Defendant acquired through the unfair, unlawful, and fraudulent business practices described herein. In addition, Plaintiff seeks an award of costs and attorneys' fees pursuant to California Code of Civil Procedure § 1021.5.

NINTH CAUSE OF ACTION

Retaliation under California Labor Code § 6300 *et. seq.*

(Plaintiff Against Defendant Pacific Tank Lines, Inc)

86. Plaintiff incorporates herein by reference and re-alleges each and every preceding paragraph of this complaint as though fully set forth herein.

87. Plaintiff began working full-time for Pacific as a Driver from in or around February 2024 until he was retaliated against and wrongfully terminated on or around March 29, 2024

88. Defendants maintained and/or forced Plaintiff to work in an unsafe workplace, in which Plaintiff's health, life, safety, security, and well-being were at risk due to the various conduct directed towards Plaintiff including, among others:

a. On more than one occasion, Mr. Hutton complained to Defendants about the unsafe working conditions he was required to endure while at work, including the faulty conditions of Defendant's semi-trucks (i.e. the truck's window not going up or down), not receiving proper work equipment to safely conduct his work duties, not receiving the proper training to complete his work duties safely, and Defendants failing to provide any safety meetings to its drivers.

b. Moreover, Plaintiff complained to Defendants of numerous Occupational Safety and Health Administration ("OSHA") violations which included: (i) requiring drivers to falsify log books; (ii) requiring drivers to exceed maximum drive time;

(iii) failing to provide proper inspections, repairs, and maintenance of Defendant's semi-trucks; and (iv) witnessing severe leaks from the vehicle, among others.

c. On March 18, 2024, Defendant retaliated against Plaintiff after receiving the aforementioned complaints by unlawfully suspending him without pay under the pretext that Defendants were "investigating" Plaintiff's numerous complaints. Several weeks later, on March 29, 2024, Plaintiff was terminated from his employment with Defendants.

d. Significantly, prior to his termination, Plaintiff, had complained to Defendant via email stating "I've brought up different safety concerns and I am now being retaliated against for asking the company to follow safety rules."

e. The above unlawful conduct demonstrates Defendants' indifference for the law and Plaintiff's rights without regard to his livelihood and emotional wellbeing. Defendants' actions caused Plaintiff to suffer emotional distress, anxiety, and depression that also manifested physically through an inability to sleep, loss of appetite, and headaches.

f. At least through April 2023, and continuing, Defendants failed and/or refused to rehire/reinstate Plaintiff and/or offer Plaintiff employment in any capacity or investigate Plaintiff's complaints and take appropriate remedial actions, despite Plaintiff's requests.

89. At all times herein mentioned, the public policy of the State of California, as codified, expressed and mandated in Cal. Labor Code §§ 6300 et seq. requires all employers take reasonable steps to provide a safe and secure workplace and to adopt safe practices and procedures.

90. As alleged herein, the aforementioned conduct of Defendants, as aforementioned, forced Plaintiff to work in an unsafe workplace in which Plaintiff's safety and well-being were in jeopardy.

91. Plaintiff was subsequently retaliated against and wrongfully terminated from Plaintiff's employment on or about March 29, 2024 due, at least in part, to Plaintiff's complaints and protests against the unsafe workplace Plaintiff was subjected to, in direct violation of Cal. Labor Code § 6310, which generally declares:

1 Any employee who is discharged, threatened with discharge, demoted, suspended, or in
2 any other manner discriminated against in the terms and conditions of employment by her
3 or her employer because the employee has made a bona fide oral or written complaint to
4 the division, other governmental agencies having statutory responsibility for or assisting
5 the division with reference to employee safety or health, her or her employer, or her or her
6 representative, of unsafe working conditions, or work practices, in her or her employment
7 or place of employment, or has participated in an employer-employee occupational health
8 and safety committee, shall be entitled to reinstatement and reimbursement for lost wages
9 and work benefits caused by the acts of the employer. Any employer who willfully refuses
10 to rehire, promote, or otherwise restore an employee or former employee who has been
11 determined to be eligible for rehiring or promotion by a grievance procedure, arbitration,
12 or hearing authorized by law, is guilty of a misdemeanor.

92. As a direct and legal result of the acts and omissions of Defendants Plaintiff was rendered
10 sick, sore, lame, disabled and disordered, both internally and externally, and suffered, among other things,
11 numerous internal injuries, severe fright, shock, pain, discomfort and anxiety.

93. Prior to the occurrence of the incidents, Plaintiff was an able-bodied individual, but since
12 said incidents has been unable to engage fully and/or partially in Plaintiff's occupation, and is informed
13 and believes, and thereon alleges, that Plaintiff will be fully and/or partially incapacitated and/or unable
14 to perform Plaintiff's usual work for an indefinite period of time in the future, all to Plaintiff's damages in
15 an amount which is at present unascertained. Plaintiff will pray leave of court to show the total amount of
16 loss of earnings at the time of trial.

94. As a further direct and legal result of the acts and conduct of Defendants, Plaintiff has been
17 caused, and did suffer, and continues to suffer severe and permanent emotional and/or mental distress
18 and/or anguish, humiliation, embarrassment, fright, shock, pain, discomfort and/or anxiety. The exact
19 nature and extent of said injuries is presently unknown to Plaintiff, who will pray leave of court to assert
20 the same when they are ascertained.

95. Defendants failed to investigate Plaintiff's complaints about and protests against the unsafe
21 workplace. Instead, Defendants knowingly maintained, ratified, and condoned the unsafe workplace.

96. The aforementioned acts of Defendants were willful, wanton, malicious, intentional,
22 oppressive and/or despicable and were done in willful and conscious disregard of the rights, welfare and
23 safety of Plaintiff, and were done by managerial agents and employees of Defendants, and with the express
24 knowledge, consent, and/or ratification of managerial agents and employees of Defendants, thereby
25
26
27
28

justifying the awarding of punitive and exemplary damages in an amount to be determined at the time of trial pursuant to California Civil Code § 3294(a) and (b).

97. By the acts and conduct of aforesaid Defendants, and each of them, Plaintiff has been directly and legally caused to suffer actual damages pursuant to California Civil Code § 3333 including, but not limited to, loss of earnings and future earning capacity, medical and related expenses for care and procedures both now and in the future, attorneys' fees, and/or other pecuniary loss not presently ascertained, for which Plaintiff will seek leave of court to amend when ascertained.

98. As a result of the aforesaid acts of Defendants, and each of them, as alleged herein, Plaintiff is entitled to reasonable attorneys' fees and costs of said suit as specifically provided in California Code of Civil Procedure § 1021.5. Plaintiff's action enforces important rights affecting the public interest by bringing forth this lawsuit to ensure Defendants, as employers, take reasonable steps to provide a safe and secure workplace and to adopt safe practices and procedures, thereby conferring a significant benefit on the general public's health and well-being as a result. The necessity and financial burden of this private enforcement, as well as the interest of justice, entitles Plaintiff to reasonable attorneys' fees and costs under California Code of Civil Procedure § 1021.5.

99. As a result of the acts of Defendants as alleged herein, Plaintiff is entitled to damages, wages, and/or civil penalties as specifically provided by California Labor Code §§ 6300, 6310, 6400, 6427, and 6428 et seq.165. Plaintiff is entitled to both declaratory and injunctive relief as a result of Defendants' unlawful conduct.

100. Plaintiff has been damaged in an amount within the jurisdictional limits of this Court.

TENTH CAUSE OF ACTION

Cal. Lab. Code § 98.6

Unlawful Retaliation for Complaints About Labor Code Violations

(Plaintiff Against Defendant Pacific Tank Lines, Inc)

101. Plaintiff repeats and incorporates by reference all allegations contained in the preceding paragraphs as if fully set forth herein.

102. Labor Code § 98.6 prohibits discrimination, discharging or retaliating against an employee who has (1) made a written or oral complaint that he is owed unpaid wages, (2) complained about any

1 practice prohibited by the Labor Code, or (3) exercised any Labor Code right afforded to him. Such rights
2 include those rights afforded under Cal OSHA, codified at Labor Code §§ 6300 et seq.

3 103. Moreover, under Labor Code § 98.6, if an employer “engages in any action prohibited by
4 this section within 90 days of the protected activity specified in this section, there shall be a rebuttable
5 presumption in favor of the employee’s claim.” Cal. Lab. Code § 98.6.

6 104. As alleged hereinabove, on more than one (1) occasion, Plaintiff complained to Defendants
7 about the unsafe working conditions he was required to endure while at work, including faulty conditions
8 of Defendant’s semi-trucks (*i.e.*, the truck’s window not going up or down), not receiving proper work
9 equipment to safely conduct his work duties, not receiving the proper training to complete his work duties
10 safely, and Defendants failing to provide any safety meetings for its drivers.

11 105. Moreover, Plaintiff complained to Defendants of numerous Occupational Safety and
12 Health Administration (“OSHA”) regulations that he reasonably believed were being violated by
13 Defendants that included: (i) requiring drivers to falsify log books; (ii) requiring drivers to exceed
14 maximum drive time; (iii) failing to provide proper inspections, repairs, and maintenance of Defendant’s
15 semi-trucks; and (iv) witnessing severe leaks from the vehicle, among others.

16 106. As a result of Plaintiff’s complaints about Defendant’s unlawful practices in violation of
17 the Labor Code, Defendant engaged in a concerted campaign of retaliation against Plaintiff in order to
18 punish Plaintiff for asserting his rights under the Labor Code and engaging in protected labor activities,
19 including but not limited to subjecting him to different terms and conditions of employment, subjecting him
20 to discipline, an unpaid suspension, and ultimately terminated his employment.

21 107. Plaintiff is entitled to lost wages, back pay, front pay, work benefits, and reasonable
22 attorney’s fees. Defendant is also subject to a civil penalty of \$10,000 per employee payable to Plaintiff
23 pursuant to Labor Code § 98.6.

24 **ELEVENTH CAUSE OF ACTION**

25 ***Cal. Lab. Code § 1102.5***

26 ***Whistleblower Retaliation***

27 **(Plaintiff Against Defendant Pacific Tank Lines, Inc)**

28 108. Plaintiff repeats and incorporates by reference all allegations contained in the preceding

1 paragraphs as if fully set forth herein.

2 109. Labor Code section 1102.5(b) makes it unlawful for an employer, or any person acting on
3 behalf of the employer, to retaliate against an employee because the employer believes that the employee
4 disclosed or may disclose information “to a person with authority over the employee or another employee
5 who has the authority to investigate, discover, or correct the violation or noncompliance [...] if the
6 employee has reasonable cause to believe that the information discloses [a violation of law].”

7 110. As alleged hereinabove, Plaintiff complained about Defendant’s unlawful conduct and
8 being subjected to different terms and conditions of employment to his supervisors and management, each
9 of whom were persons with authority over Plaintiff, and who acted on behalf of Defendant. On information
10 and belief, Defendant retaliated against Plaintiff by subjecting him to discipline, an unpaid suspension, and
11 eventually terminated him.

12 111. Plaintiff is entitled to lost wages, back pay, front pay, and reasonable attorney’s fees.

13 112. As a direct and proximate result of such harassing and retaliatory conduct, Plaintiff also has
14 suffered and continues to suffer damages in the form severe embarrassment, humiliation, and mental and
15 emotional distress in an amount not fully ascertained but subject to proof at trial.

16 113. Further, Plaintiff is informed and believes and based thereon alleges that the outrageous
17 conduct of Defendant described above was done with malice, fraud, oppression, and with conscious
18 disregard for her rights and with the intent, design, and purpose of injuring her. By reasons thereof,
19 Plaintiff is entitled to punitive or exemplary damages from Defendant in a sum according to proof at trial.

20 114. Defendants are subject to a civil penalty of \$10,000 per employee payable to each Plaintiff
21 pursuant to Labor Code § 1102.5.

22 **TWELFTH CAUSE OF ACTION**

23 ***Wrongful Termination in Violation of Public Policy***

24 **(Plaintiff Against Defendant Pacific Tank Lines, Inc)**

25 115. Plaintiff repeats and incorporates by reference all allegations contained in the preceding
26 paragraphs as if fully set forth herein.

27 116. At all times herein mentioned, the public policy of the State of California, as codified,
28 expressed and mandated by California Labor Code § 1102.5 prohibited discrimination and/or retaliation

1 against employees blowing the whistle about their employers' unlawful activities. This public policy of the
2 State of California is designed to protect all employees and to promote the welfare and well-being of the
3 community at large.

4 117. At all times herein mentioned, the public policy of the State of California, as codified,
5 expressed and mandated by California Labor Code § 6300 et seq. and 6400 et. seq, among others, was to
6 prohibit employers from partaking in unsafe workplace violations. This public policy of the State of
7 California is designed to protect all employees and to promote the welfare and well-being of the community
8 at large.

9 118. As alleged hereinabove, Defendants terminated Plaintiff as a direct result of his numerous
10 safety concerns. Defendant also retaliated against Plaintiff thereon and by terminating him for exercising
11 his rights under the Labor Code as set forth herein. Any other reasons for Plaintiff's termination were
12 purely pretextual.

13 119. This conduct constitutes an unlawful employment practice in violation of California's well-
14 established public policies.

15 120. As a direct and proximate result of Defendants' conduct, Plaintiff has suffered special
16 damages in the form of lost earnings, benefits, and/or out-of-pocket expenses in an amount subject to proof
17 at trial. As further direct and proximate result of Defendants' conduct, Plaintiff continues to suffer
18 damages in the form of lost future earnings, benefits, and/or other prospective damages in an amount to
19 be proven at trial.

20 121. Defendants' conduct has further caused Plaintiff to lose financial stability, peace of mind,
21 and future security, and has caused him severe embarrassment, humiliation, and mental and emotional
22 distress and discomfort in an amount not fully ascertained but subject to proof at trial.

23 122. Because of the conduct alleged herein, Plaintiff hired an attorney to prosecute his claims.
24 Accordingly, Plaintiff is entitled to recover reasonable attorney's fees and costs pursuant to Government
25 Code section 12965(b), in addition to other damages provided by law. Moreover, Defendants' conduct has
26 been intentional, deliberate, willful, malicious, reckless, and conducted in callous disregard for Plaintiff's
27 rights, entitling him to punitive damages.

1 **DEMAND FOR JURY TRIAL**

2 123. Pursuant to California Code of Civil Procedure § 631, Plaintiff demands a trial by jury on
3 all issues so triable.

4 **PRAYER FOR RELIEF**

5 WHEREFORE, Plaintiff respectfully prays judgment as follows:

- 6 A. For an Order:
- 7 a. Certifying the Class;
- 8 b. Appointing Plaintiff as representative of the Class;
- 9 c. Appointing Plaintiff's counsel as Class Counsel;
- 10 B. For actual and liquidated damages according to proof at trial;
- 11 C. For statutory and civil penalties and special damages, according to proof at trial;
- 12 D. For pre- and post-judgment interest on monetary damages;
- 13 E. For preliminary and permanent injunctive relief;
- 14 F. For reasonable attorney's fees and costs and expert fees and costs as allowed by law; and
- 15 G. For such other relief as this Court deems just and proper.

16
17 Dated: April 9, 2024

Respectfully submitted,

18 **KING & SIEGEL LLP**

19
20 By: Elliot J. Siegel
21 Elliot J. Siegel, Esq.
22 Attorneys for Plaintiff and Putative Class

23 Dated: April 9, 2024

Respectfully submitted,

24 **BARAHMAND LAW GROUP**

25
26 By: /s/ Navid Barahmand
27 Navid Barahmand, Esq.
28 Attorney for Plaintiff and Putative Class