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David W. Slayton,
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Attorneys for Plaintiff MARQUISE LEWIS,
individually and on behalf of all others
similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

MARQUISE LEWIS, individually and on
behalf of all others similarly situated,

Plaintiff,

vs.

KELLY SERVICES GLOBAL, LLC, a
Michigan limited liability company; KELLY
SERVICES, INC., a Delaware corporation;
CANOO INC., a California corporation;
CANOO SALES, LLC, a Delaware limited
liability company; CANOO TECHNOLOGIES,
INC., a Delaware corporation; and DOES 1
through 50, inclusive,

Defendants.

CASE NO. **24STCV16782**

CLASS ACTION

COMPLAINT:

1. Failure to Provide Meal Periods
2. Failure to Authorize and Permit Rest Periods
3. Failure to Pay Minimum Wages
4. Failure to Pay Overtime Wages
5. Failure to Pay All Wages Due to Discharged and Quitting Employees
6. Failure to Maintain Required Records
7. Failure to Furnish Accurate Itemized Wage Statements
8. Failure to Indemnify Employees for Necessary Expenditures Incurred in Discharge of Duties
9. Unfair and Unlawful Business Practices
10. Representative Action for Penalties under the Labor Code Private Attorneys General Act

DEMAND FOR JURY TRIAL

1 Plaintiff MARQUISE LEWIS (“PLAINTIFF”), individually and on behalf of all others
2 similarly situated, hereby alleges as follows:

3 **INTRODUCTION**

4 1. PLAINTIFF brings this action on behalf of himself and all other similarly-situated
5 current and former non-exempt employees of defendants KELLY SERVICES GLOBAL, LLC, a
6 Michigan limited liability company; KELLY SERVICES, INC., a Delaware corporation; CANOO
7 INC., a California corporation; CANOO SALES, LLC, a Delaware limited liability company;
8 CANOO TECHNOLOGIES INC., a Delaware corporation; and DOES 1 through 50 inclusive
9 (collectively, “DEFENDANTS”) in the State of California during the relevant statutory period to
10 recover, among other things, unpaid compensation arising from DEFENDANTS’ failure to
11 provide employees meal and rest periods (or compensation therefor) as required under California
12 law, unpaid minimum and overtime wages, and unreimbursed business expenses. PLAINTIFF
13 also seeks penalties, interest, attorneys’ fees, costs and expenses, and equitable, restitutionary and
14 injunctive relief.

15 **JURISDICTION AND VENUE**

16 2. The Superior Court of the State of California has jurisdiction in this matter because
17 PLAINTIFF is a citizen and resident of the State of California and DEFENDANTS are citizens
18 and residents of, and/or regularly conduct business in, California. Further, no federal question is
19 at issue because the claims are based solely on California law.

20 3. Venue is proper in this judicial district and Los Angeles County because
21 DEFENDANTS maintain offices and facilities and transact business in Los Angeles County, and
22 DEFENDANTS’ illegal policies and practices which are the subject of this action were applied, at
23 least in part, to PLAINTIFF and other persons similarly situated in Los Angeles County.

24 **THE PARTIES**

25 4. PLAINTIFF is a citizen and resident of the State of California. At times material
26 to this complaint, PLAINTIFF was employed by DEFENDANTS in the State of California as a
27 non-exempt employee. PLAINTIFF worked for DEFENDANTS as a Battery Test Technician in
28 Torrance, California from approximately April 2022 to January 2024.

1 5. PLAINTIFF brings this action on behalf of himself and the following similarly-
2 situated class of individuals ("CLASS MEMBERS"): all current and former non-exempt
3 employees of DEFENDANTS in the State of California at any time within the period
4 beginning four (4) years prior to the filing of this action and ending at the time this action
5 settles or proceeds to final judgment (the "CLASS PERIOD"). PLAINTIFF reserves the right
6 to name additional class representatives.

7 6. PLAINTIFF is informed and believes, and thereon alleges, that KELLY
8 SERVICES GLOBAL, LLC is, and at all times relevant hereto was, a limited liability company
9 organized and existing under the laws of the State of Michigan. PLAINTIFF is further informed
10 and believes, and thereon alleges, that KELLY SERVICES GLOBAL, LLC is authorized to
11 conduct business, and does conduct business, in the State of California. Specifically, KELLY
12 SERVICES GLOBAL, LLC maintains offices and facilities, conducts business, and engages in
13 illegal policies or practices in Los Angeles County.

14 7. PLAINTIFF is informed and believes, and thereon alleges, that KELLY
15 SERVICES, INC. is, and at all times relevant hereto was, a corporation organized and existing
16 under the laws of the State of Michigan. PLAINTIFF is further informed and believes, and
17 thereon alleges, that KELLY SERVICES, INC. is authorized to conduct business, and does
18 conduct business, in the State of California. Specifically, KELLY SERVICES, INC. maintains
19 offices and facilities, conducts business, and engages in illegal policies or practices in Los
20 Angeles County.

21 8. PLAINTIFF is informed and believes, and thereon alleges, that CANOO INC. is,
22 and at all times relevant hereto was, a corporation organized and existing under the laws of the
23 State of California. PLAINTIFF is further informed and believes, and thereon alleges, that
24 CANOO INC. is authorized to conduct business, and does conduct business, in the State of
25 California. Specifically, CANOO INC. maintains offices and facilities, conducts business, and
26 engages in illegal policies or practices in Los Angeles County.

27 9. PLAINTIFF is informed and believes, and thereon alleges, that CANOO SALES,
28 LLC is, and at all times relevant hereto was, a limited liability company organized and existing

1 under the laws of the State of Delaware. PLAINTIFF is further informed and believes, and
2 thereon alleges, that CANOO SALES, LLC is authorized to conduct business, and does conduct
3 business, in the State of California. Specifically, CANOO SALES, LLC maintains offices and
4 facilities, conducts business, and engages in illegal policies or practices in Los Angeles County.

5 10. PLAINTIFF is informed and believes, and thereon alleges, that CANOO
6 TECHNOLOGIES, INC. is, and at all times relevant hereto was, a corporation organized and
7 existing under the laws of the State of Delaware. PLAINTIFF is further informed and believes,
8 and thereon alleges, that CANOO TECHNOLOGIES, INC. is authorized to conduct business, and
9 does conduct business, in the State of California. Specifically, CANOO TECHNOLOGIES, INC.
10 maintains offices and facilities, conducts business, and engages in illegal policies or practices in
11 Los Angeles County.

12 11. The true names and capacities of DOES 1 through 50, inclusive, are unknown to
13 PLAINTIFF at this time, and PLAINTIFF therefore sues such DOE defendants under fictitious
14 names. PLAINTIFF is informed and believes, and thereon alleges, that each defendant
15 designated as a DOE is in some manner highly responsible for the occurrences alleged herein, and
16 that PLAINTIFF's and CLASS MEMBERS' injuries and damages, as alleged herein, were
17 proximately caused by the conduct of such DOE defendants. PLAINTIFF will seek leave of the
18 Court to amend this Complaint to allege the true names and capacities of such DOE defendants
19 when ascertained.

20 12. At all relevant times herein, DEFENDANTS were the joint employers of
21 PLAINTIFF and CLASS MEMBERS. PLAINTIFF is informed and believes, and thereon
22 alleges, that at all relevant times DEFENDANTS were the alter egos, divisions, affiliates,
23 integrated enterprises, joint employers, subsidiaries, parents, principals, related entities, co-
24 conspirators, authorized agents, partners, joint venturers, and/or guarantors, actual or ostensible,
25 of each other. Each defendant was completely dominated by his, her or its co-defendant, and
26 each was the alter ego of the other.

27 13. At all relevant times, PLAINTIFF and CLASS MEMBERS were employed by
28 DEFENDANTS under employment agreements that were partly written, partly oral, and partly

1 implied. In perpetrating the acts and omissions alleged herein, DEFENDANTS, and each of
2 them, acted pursuant to, and in furtherance of, their policies and practices of not paying
3 PLAINTIFF and CLASS MEMBERS all wages earned and due, through methods and schemes
4 which include, but are not limited to, failing to provide meal periods; failing to authorize and
5 permit rest breaks; failing to pay minimum and overtime wages; failing to provide accurate
6 itemized statements; failing to maintain required records; and failing to compensate PLAINTIFF
7 and CLASS MEMBERS for necessary expenditures, in violation of the California Labor Code
8 and the applicable Industrial Welfare Commission (“IWC”) Wage Order.

9 14. PLAINTIFF is informed and believes, and thereon alleges, that each and every one
10 of the acts and omissions alleged herein were performed by, and/or attributable to, all
11 DEFENDANTS, each acting as agents and/or employees, and/or under the direction and control
12 of each of the other defendants, and that said acts and failures to act were within the course and
13 scope of said agency, employment and/or direction and control.

14 15. As a direct and proximate result of DEFENDANTS’ unlawful actions,
15 PLAINTIFF and CLASS MEMBERS have suffered, and continue to suffer, from loss of earnings
16 in amounts as yet unascertained, but subject to proof at trial, and within the jurisdiction of this
17 Court.

18 **CLASS ACTION ALLEGATIONS**

19 16. This action is appropriately suited for a class action because:

20 a. The potential class is of a significant number. Joinder of all current and
21 former employees individually would be impracticable.

22 b. This action involves common questions of law and fact because the action
23 focuses on DEFENDANTS’ illegal practices and policies, which are applied to all non-exempt
24 employees in violation of the Labor Code, the applicable IWC Wage Order, and the Business and
25 Professions Code which prohibits unfair business practices arising from such violations.

26 c. PLAINTIFF’s claims are typical of the claims of the class because
27 DEFENDANTS subjected all non-exempt employees to the same violations of the Labor Code,
28 the applicable IWC Wage Order, and the Business and Professions Code.

1 d. PLAINTIFF will fairly and adequately protect the interests of all CLASS
2 MEMBERS.

3 e. A class action is superior to other available methods for fairly and
4 efficiently adjudicating the controversy.

5 **FIRST CAUSE OF ACTION**

6 **Failure to Provide Meal Periods**

7 **[Cal. Labor Code §§ 226.7, 512; IWC Wage Order No. 1-2001 § 11]**

8 **(Against all DEFENDANTS)**

9 17. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the
10 allegations in paragraphs 1 through 16.

11 18. During the CLASS PERIOD, DEFENDANTS had, and continue to have, a policy
12 and practice of failing to provide PLAINTIFF and CLASS MEMBERS full and timely meal
13 periods as required by California Labor Code §§ 226.7 and 512 and IWC Wage Order No. 1-2001
14 § 11.

15 19. As a result of DEFENDANTS' policies and practices as alleged herein,
16 PLAINTIFF and CLASS MEMBERS regularly have been, and continue to be, denied the
17 opportunity to take full, uninterrupted, and timely meal periods as required under California
18 Labor Code §§ 226.7 and 512 and IWC Wage Order No. 1-2001 § 11.

19 20. DEFENDANTS violated, and continue to violate, California Labor Code § 226.7
20 and IWC Wage Order No. 1-2001 § 11 by failing to compensate PLAINTIFF and CLASS
21 MEMBERS who were not provided a meal period, in accordance with the applicable Wage
22 Order, one additional hour of compensation at each employee's regular rate of compensation for
23 each work day that a meal period was not provided.

24 21. As a direct and proximate result of the aforementioned violations, PLAINTIFF and
25 CLASS MEMBERS have sustained economic damages, including but not limited to unpaid
26 wages and lost interest, in an amount according to proof at trial, and are entitled to recover
27 economic and statutory damages and penalties and other appropriate relief due to
28 DEFENDANTS' violations of the California Labor Code and IWC Wage Order No. 1-2001.

1 **SECOND CAUSE OF ACTION**

2 **Failure to Authorize and Permit Rest Periods**

3 **[Cal. Labor Code § 226.7; IWC Wage Order No. 1-2001 § 12]**

4 **(Against all DEFENDANTS)**

5 22. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the
6 allegations in paragraphs 1 through 21.

7 23. During the CLASS PERIOD, DEFENDANTS had, and continue to have, a policy
8 and practice of failing to authorize and permit PLAINTIFF and CLASS MEMBERS to take rest
9 breaks as required by California Labor Code § 226.7 and IWC Wage Order No. 1-2001 § 12. As
10 a result of DEFENDANTS' policies and practices as alleged herein, PLAINTIFF and CLASS
11 MEMBERS regularly have been, and continue to be, denied the opportunity to take full,
12 uninterrupted, and timely rest periods as required under California Labor Code § 226.7 and IWC
13 Wage Order No. 1-2001 § 12.

14 24. DEFENDANTS violated, and continue to violate, California Labor Code § 226.7
15 and IWC Wage Order No. 1-2001 § 12 by failing to pay PLAINTIFF and CLASS MEMBERS
16 who were not provided a rest period, in accordance with the applicable Wage Order, one
17 additional hour of compensation at each employee's regular rate of compensation for each work
18 day that a rest period was not provided.

19 25. As a direct and proximate result of the aforementioned violations, PLAINTIFF and
20 CLASS MEMBERS have sustained economic damages, including but not limited to unpaid
21 wages and lost interest, in an amount according to proof at trial, and are entitled to recover
22 economic and statutory damages and penalties and other appropriate relief due to
23 DEFENDANTS' violation of the California Labor Code and IWC Wage Order No. 1-2001.

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1 **THIRD CAUSE OF ACTION**

2 **Failure to Pay Minimum Wages**

3 **[Cal. Labor Code §§ 1194, 1197; IWC Wage Order No. 1-2001 § 4]**

4 **(Against all DEFENDANTS)**

5 26. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the
6 allegations in paragraphs 1 through 25.

7 27. Pursuant to California Labor Code §§ 1194 and 1197 and IWC Wage Order No. 1-
8 2001 § 4, payment to an employee of less than the applicable minimum wage for all hours
9 worked in a payroll period is unlawful.

10 28. During the CLASS PERIOD, DEFENDANTS failed, and continue to fail, to pay
11 PLAINTIFF and CLASS MEMBERS minimum wages for all hours worked by, among other
12 things: requiring, suffering, or permitting PLAINTIFF and CLASS MEMBERS to work off the
13 clock; requiring, suffering, or permitting PLAINTIFF and CLASS MEMBERS to work through
14 meal breaks without compensation; illegally and inaccurately recording time worked by
15 PLAINTIFF and CLASS MEMBERS; and other methods to be discovered.

16 29. DEFENDANTS' conduct described herein violates, and continues to violate,
17 California Labor Code §§ 1194 and 1197 and IWC Wage Order No. 1-2001 § 4. As a proximate
18 result of the aforementioned violations, PLAINTIFF and CLASS MEMBERS have been
19 damaged in an amount according to proof at trial. Therefore, pursuant to California Labor Code
20 §§ 200, 203, 226, 558, 1194 and 1197.1 and other applicable provisions under the Labor Code
21 and IWC Wage Order, PLAINTIFF and CLASS MEMBERS are entitled to recover the unpaid
22 balance of wages owed to them by DEFENDANTS, plus interest, penalties, attorneys' fees,
23 expenses, and costs of suit.

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1 **FOURTH CAUSE OF ACTION**

2 **Failure to Pay Overtime Wages**

3 **[Cal. Labor Code §§ 510, 1194, 1198; IWC Wage Order No. 1-2001 § 3]**

4 **(Against all DEFENDANTS)**

5 30. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the
6 allegations in paragraphs 1 through 29.

7 31. Pursuant to California Labor Code §§ 510 and 1194 and IWC Wage Order No. 1-
8 2001 § 3, an employer must compensate its employees for all overtime at a rate of one and one-
9 half (1 ½) times the regular rate of pay for all hours worked in excess of eight (8) hours per day
10 and/or forty (40) hours per week, and for the first eight (8) hours on the seventh consecutive work
11 day and at a rate of twice the regular rate of pay for all hours worked in excess of twelve (12)
12 hours in any work day and for all hours worked in excess of eight (8) hours on the seventh
13 consecutive day of work in any workweek.

14 32. During the CLASS PERIOD, DEFENDANTS failed to compensate, and continue
15 to fail to compensate, PLAINTIFF and CLASS MEMBERS for all overtime hours worked as
16 required under the foregoing provisions of the California Labor Code and IWC Wage Order by,
17 among other things: failing to pay overtime at one and one-half (1 ½) times or double the regular
18 rate of pay as provided by California Labor Code §§ 510, 511 and 1194 and IWC Wage Order
19 No. 1-2001 § 3; requiring, suffering or permitting PLAINTIFF and CLASS MEMBERS to work
20 off the clock; requiring, suffering or permitting PLAINTIFF and CLASS MEMBERS to work
21 through meal breaks without compensation; illegally and inaccurately recording time worked by
22 PLAINTIFF and CLASS MEMBERS; failing to properly calculate the regular rate of pay; and
23 other methods to be discovered.

24 33. In violation of California law, DEFENDANTS failed to pay PLAINTIFF and
25 CLASS MEMBERS overtime wages for all hours worked. As a direct and proximate result,
26 PLAINTIFF and CLASS MEMBERS have suffered, and continue to suffer, substantial losses
27 related to the use and enjoyment of such wages, lost interest on such wages, and expenses and
28 attorneys' fees in seeking to compel DEFENDANTS to fully perform their obligations under state

1 law, resulting in damages in amounts according to proof at time of trial and within the jurisdiction
2 of this Court.

3 34. DEFENDANTS' conduct described herein violated, and continues to violate,
4 California Labor Code §§ 510, 511, 1194 and 1198 and IWC Wage Order No. 1-2001 § 3.
5 Therefore, pursuant to California Labor Code §§ 200, 203, 226, 558, 1194 and 1197.1 and other
6 applicable provisions under the California Labor Code and IWC Wage Order, PLAINTIFF and
7 CLASS MEMBERS are entitled to recover the unpaid balance of wages owed to them by
8 DEFENDANTS, plus interest, penalties, attorneys' fees, expenses, and costs of suit.

9 **FIFTH CAUSE OF ACTION**

10 **Failure to Pay All Wages Due to Discharged and Quitting Employees**

11 **[Cal. Labor Code §§ 201, 202, 203]**

12 **(Against all DEFENDANTS)**

13 35. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the
14 allegations in paragraphs 1 through 34.

15 36. Pursuant to California Labor Code § 201, 202, and 203, DEFENDANTS are
16 required to pay all earned and unpaid wages to an employee who is discharged.

17 37. California Labor Code § 201 mandates that if an employer discharges an
18 employee, the employee's wages accrued and unpaid at the time of discharge are due and payable
19 immediately.

20 38. Furthermore, pursuant to California Labor Code § 202, DEFENDANTS are
21 required to pay all accrued wages due to an employee no later than seventy-two (72) hours after
22 the employee quits her or her employment, unless the employee provided seventy-two (72) hours
23 previous notice of her or her intention to quit, in which case the employee is entitled to her or
24 wages at the time of quitting.

25 39. California Labor Code § 203 provides that if an employer willfully fails to pay, in
26 accordance with California Labor Code §§ 201 and 202, any wages of an employee who is
27 discharged or who quits, the employer is liable for waiting time penalties in the form of continued
28 compensation to the employee at the same rate for up to thirty (30) work days.

40. During the CLASS PERIOD, DEFENDANTS have willfully failed to pay accrued wages and other compensation to PLAINTIFF and CLASS MEMBERS in accordance with California Labor Code §§ 201 and 202.

41. As a result, PLAINTIFF and CLASS MEMBERS are entitled to all available statutory penalties, including the waiting time penalties provided in California Labor Code § 203, together with interest thereon, as well as other available remedies.

42. As a proximate result of DEFENDANTS' unlawful actions and omissions, PLAINTIFF and CLASS MEMBERS have been deprived of compensation in an amount according to proof at the time of trial, but in excess of the jurisdiction of this Court, and are entitled to recovery of such amounts, plus interest thereon, and attorneys' fees and costs, pursuant to California Labor Code §§ 1194 and 2699.

SIXTH CAUSE OF ACTION

Failure to Furnish Accurate Itemized Wage Statements

[Cal. Labor Code § 226; IWC Wage Order No. 1-2001, § 7]

(Against all DEFENDANTS)

43. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the allegations in paragraphs 1 through 42.

44. During the CLASS PERIOD, DEFENDANTS knowingly and intentionally failed, and continue to fail, to timely provide PLAINTIFF and CLASS MEMBERS with accurate itemized wage statements in writing showing each employee's gross wages earned, total hours worked, all deductions made, net wages earned, and all applicable hourly rates in effect during each pay period and the corresponding number of hours worked at each hourly rate, in violation of California Labor Code § 226 and IWC Wage Order No. 1-2001, § 7.

45. During the CLASS PERIOD, PLAINTIFF and CLASS MEMBERS suffered, and continue to suffer, injury as a result of DEFENDANTS' failure to provide timely and accurate itemized wage statements, as PLAINTIFF and CLASS MEMBERS could not promptly and easily determine from the wage statement alone one or more of the following: the gross wages earned, the total hours worked, all deductions made, the net wages earned, and/or all applicable hourly

1 rates in effect during each pay period and the corresponding number of hours worked at each
2 hourly rate.

3 46. As a proximate result of DEFENDANTS' unlawful actions and omissions,
4 PLAINTIFF and CLASS MEMBERS have been damaged in an amount according to proof at trial,
5 and seek all wages earned and due, plus interest thereon. Additionally, PLAINTIFF and CLASS
6 MEMBERS are entitled to all available statutory penalties, including but not limited to civil
7 penalties and an award of costs, expenses, and reasonable attorneys' fees, including but not limited
8 to those provided in California Labor Code § 226(e), as well as other available remedies.

9 **SEVENTH CAUSE OF ACTION**

10 **Failure to Maintain Required Records**

11 **[Cal. Labor Code §§ 226, 1174; IWC Wage Order No. 1-2001, § 7]**

12 **(Against all DEFENDANTS)**

13 47. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the
14 allegations in paragraphs 1 through 46.

15 48. During the CLASS PERIOD, as part of DEFENDANTS' illegal payroll policies
16 and practices to deprive PLAINTIFF and CLASS MEMBERS of all wages earned and due,
17 DEFENDANTS knowingly and intentionally failed to maintain records as required under
18 California Labor Code §§ 226 and 1174, and IWC Wage Order No. 1-2001, § 7, including but not
19 limited to the following records: total daily hours worked by each employee; applicable rates of
20 pay; all deductions; meal periods; time records showing when each employee begins and ends
21 each work period; and accurate itemized statements.

22 49. As a proximate result of DEFENDANTS' unlawful actions and omissions,
23 PLAINTIFF and CLASS MEMBERS have been damaged in an amount according to proof at trial,
24 and are entitled to all wages earned and due, plus interest thereon. Additionally, PLAINTIFF and
25 CLASS MEMBERS are entitled to all available civil and statutory penalties and an award of costs,
26 expenses, and reasonable attorneys' fees, including but not limited to those provided in California
27 Labor Code § 226(e), as well as other available remedies.

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1 **EIGHTH CAUSE OF ACTION**

2 **Failure to Indemnify Employees for Necessary**

3 **Expenditures Incurred in Discharge of Duties**

4 **[Cal. Labor Code § 2802]**

5 **(Against all DEFENDANTS)**

6 50. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the
7 allegations in paragraphs 1 through 49.

8 51. California Labor Code § 2802(a) requires an employer to indemnify an employee
9 for all necessary expenditures or losses incurred by the employee in direct consequence of the
10 discharge of his or her duties, or of her or her obedience to the directions of the employer.

11 52. During the CLASS PERIOD, DEFENDANTS failed, and continue to fail, to
12 indemnify PLAINTIFF and CLASS MEMBERS for all business expenses and/or losses incurred
13 in direct consequence of the discharge of their duties while working under the direction of
14 DEFENDANTS, including but not limited to expenses for cell phones, uniforms, and other
15 employment-related expenses, in violation of California Labor Code § 2802.

16 53. As a proximate result of DEFENDANTS' unlawful actions and omissions,
17 PLAINTIFF and CLASS MEMBERS have been damaged in an amount according to proof at
18 trial, and seek reimbursement of all necessary expenditures, plus interest thereon pursuant to
19 California Labor Code § 2802(b). Additionally, PLAINTIFF and CLASS MEMBERS are
20 entitled to all available statutory penalties and an award of costs, expenses, and reasonable
21 attorneys' fees, including those provided in California Labor Code § 2802(c), as well as other
22 available remedies.

23 **NINTH CAUSE OF ACTION**

24 **Unfair and Unlawful Business Practices**

25 **[Cal. Bus. & Prof. Code § 17200, et seq.]**

26 **(Against all DEFENDANTS)**

27 54. PLAINTIFF incorporate herein by specific reference, as though fully set forth, the
28 allegations in paragraphs 1 through 53.

1 55. Each and every one of DEFENDANTS' acts and omissions in violation of the
2 California Labor Code and/or the applicable IWC Wage Order as alleged herein, including but
3 not limited to DEFENDANTS' failure to provide meal periods; DEFENDANTS' failure to
4 authorize and permit rest breaks; DEFENDANTS' failure to pay minimum and overtime wages;
5 DEFENDANTS' failure to pay all wages due to discharged and employees; DEFENDANTS'
6 failure to furnish accurate itemized wage statements; DEFENDANTS' failure to maintain
7 required records; DEFENDANTS' failure to indemnify PLAINTIFF and CLASS MEMBERS for
8 necessary expenditures and/or losses incurred in the discharge of their duties, constitutes an unfair
9 and unlawful business practice under California Business and Professions Code § 17200, et seq.

10 56. DEFENDANTS' violations of California wage and hour laws constitute a business
11 practice because DEFENDANTS' aforementioned acts and omissions were done repeatedly over
12 a significant period of time, and in a systematic manner, to the detriment of PLAINTIFF and
13 CLASS MEMBERS.

14 57. DEFENDANTS have avoided payment of wages, overtime wages, meal periods,
15 rest periods, and other benefits as required by the California Labor Code, the California Code of
16 Regulations, and the applicable IWC Wage Order. Further, DEFENDANTS have failed to
17 record, report, and pay the correct sums of assessment to the state authorities under the California
18 Labor Code and other applicable regulations.

19 58. As a result of DEFENDANTS' unfair and unlawful business practices,
20 DEFENDANTS have reaped unfair and illegal profits during the CLASS PERIOD at the expense
21 of PLAINTIFF, CLASS MEMBERS, and members of the public. DEFENDANTS should be
22 made to disgorge their ill-gotten gains and to restore them to PLAINTIFF and CLASS
23 MEMBERS.

24 59. DEFENDANTS' unfair and unlawful business practices entitle PLAINTIFF and
25 CLASS MEMBERS to seek preliminary and permanent injunctive relief, including but not
26 limited to orders that DEFENDANTS account for, disgorge, and restore to PLAINTIFF and
27 CLASS MEMBERS the wages and other compensation unlawfully withheld from them.
28 PLAINTIFF and CLASS MEMBERS are entitled to restitution of all monies to be disgorged

1 from DEFENDANTS in an amount according to proof at the time of trial, but in excess of the
2 jurisdiction of this Court.

3 **TENTH CAUSE OF ACTION**

4 **Representative Action for Civil Penalties**

5 **[Cal. Labor Code §§ 2698–2699.5]**

6 **(Against All DEFENDANTS)**

7 60. PLAINTIFF incorporates herein by specific reference as though fully set forth the
8 allegations in all preceding paragraphs, with exception of the allegations in paragraph 12 and the
9 subparagraphs thereto.

10 61. PLAINTIFF is an “aggrieved employee” within the meaning of California Labor
11 Code § 2699(c), and is a proper representative to bring a civil action on behalf of herself and
12 other current and former employees of DEFENDANTS pursuant to the procedures specified in
13 California Labor Code § 2699.3, because PLAINTIFF was employed by DEFENDANTS and one
14 or more of the alleged violations of the California Labor Code was committed against
15 PLAINTIFF.

16 62. Pursuant to the California Private Attorneys General Act of 2004 (“PAGA”),
17 Labor Code §§ 2698–2699.5, PLAINTIFF seeks to recover civil penalties, including but not
18 limited to penalties under California Labor Code §§ 2699, 210, 226.3, 558, 1174.5, 1197.1, and
19 IWC Wage Order No. 1-2001, § 20, from DEFENDANTS in a representative action for the
20 violations set forth above, including but not limited to violations of California Labor Code
21 §§ 201, 202, 203, 204, 226, 226.7, 510, 512, 1174, 1194, 1197, 1198, and 2802. PLAINTIFF
22 also is entitled to an award of reasonable attorneys’ fees and costs pursuant to California Labor
23 Code § 2699(g)(1).

24 63. Pursuant to California Labor Code §§ 2699.3, PLAINTIFF gave written notice on
25 May 3, 2024 by online filing to the California Labor and Workforce Development Agency
26 (“LWDA”) and by certified mail to DEFENDANTS of the specific provisions of the California
27 Labor Code and IWC Wage Orders alleged to have been violated, including the facts and theories
28 to support the alleged violations. More than sixty-five (65) days have passed and the LWDA has

1 not provided notice to PLAINTIFF that it intends to investigate the alleged violations.

2 64. Therefore, PLAINTIFF has complied with all of the requirements set forth in
3 California Labor Code § 2699.3 to commence a representative action under PAGA.

4 **PRAYER FOR RELIEF**

5 WHEREFORE, PLAINTIFF, individually and on behalf of all other persons similarly
6 situated, respectfully prays for relief against DEFENDANTS, and each of them, as follows:

- 7 1. For compensatory damages in an amount to be ascertained at trial;
- 8 2. For restitution of all monies due to PLAINTIFF and CLASS MEMBERS, as well
9 as disgorged profits from DEFENDANTS' unfair and unlawful business practices;
- 10 3. For meal and rest period compensation pursuant to California Labor Code § 226.7
11 and IWC Wage Order No. 1-2001;
- 12 4. For liquidated damages pursuant to California Labor Code §§ 1194.2 and 1197.1;
- 13 5. For preliminary and permanent injunctive relief enjoining DEFENDANTS from
14 violating the relevant provisions of the California Labor Code and the IWC Wage Orders, and
15 from engaging in the unlawful business practices complained of herein;
- 16 6. For waiting time penalties pursuant to California Labor Code § 203;
- 17 7. For statutory and civil penalties according to proof, including but not limited to all
18 penalties authorized by the California Labor Code §§ 226(e) and 2698–2699.5;
- 19 8. For interest on the unpaid wages at 10% per annum pursuant to California Labor
20 Code §§ 218.6, 1194 and 2802, California Civil Code §§ 3287 and 3288, and/or any other
21 applicable provision providing for pre-judgment interest;
- 22 9. For reasonable attorneys' fees and costs pursuant to California Labor Code
23 §§ 1194, 2699 and 2802, California Civil Code § 1021.5, and any other applicable provisions
24 providing for attorneys' fees and costs;
- 25 10. For declaratory relief;
- 26 11. For an order certifying the First, Second, Third, Fourth, Fifth, Sixth, Seventh,
27 Eighth, and Ninth Causes of Action as a class action;
- 28 12. For an order appointing PLAINTIFF as class representative, and PLAINTIFF's

counsel as class counsel; and

13. For such further relief that the Court may deem just and proper.

DATED: July 8, 2024

Respectfully submitted,

MATERN LAW GROUP, PC

By:



MATTHEW J. MATERN
DEANNA S. LEIFER

Attorneys for Plaintiff MARQUISE LEWIS,
individually and on behalf of all others similarly
situated

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DEMAND FOR JURY TRIAL

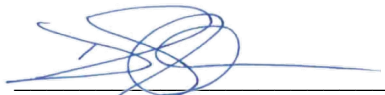
PLAINTIFF, individually and on behalf of all others similarly situated, hereby demands a trial by jury for all issues alleged in his complaint.

DATED: July 8, 2024

Respectfully submitted,

MATERN LAW GROUP, PC

By:



MATTHEW J. MATERN
DEANNA S. LEIFER
Attorneys for Plaintiff MARQUISE LEWIS,
individually and on behalf of all others similarly
situated