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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SANTA CLARA

JORDEN PERRY, on behalf of himself and all
others similarly situated,

Plaintiff,

vs.

SV DELIVERY LLC, a California limited
liability company; and DOES 1 through 100,
inclusive,

Defendants.

Case No. 24CV441581

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

- (1) FAILURE TO REIMBURSE
BUSINESS EXPENSES (LABOR
CODE §§ 2802, 2804, 1198);**
- (2) UNLAWFUL DEDUCTIONS FROM
WAGES (LABOR CODE §§ 218, 221-
223);**
- (3) MINIMUM WAGE VIOLATIONS
(LABOR CODE §§ 204, 558, 1182.12,
1194, 1194.2, 1197, 1198)**
- (4) WAGE STATEMENT VIOLATIONS
(LABOR CODE § 226, *et seq.*);**
- (5) FAILURE TO TIMELY PAY FINAL
WAGES (LABOR CODE §§ 201-203);**
- (6) UNFAIR COMPETITION (BUS. &
PROF. CODE § 17200, *et seq.*);**
- (7) CIVIL PENALTIES UNDER THE
LABOR CODE PRIVATE
ATTORNEYS GENERAL ACT
(LABOR CODE § 2698 *et seq.*).**

**DEMAND FOR JURY TRIAL
UNLIMITED CIVIL CASE**

1 Plaintiff Jorden Perry (“Plaintiff”), on behalf of himself and all others similarly situated,
2 as well as the State of California and other aggrieved employees, hereby brings this First
3 Amended Class and Representative Action Complaint against SV Delivery LLC, a California
4 limited liability company; and Does 1 through 100, inclusive (collectively, “Defendants”), and on
5 information and belief alleges as follows:

6 **JURISDICTION**

7 1. Plaintiff, on behalf of himself and all others similarly situated, as well as the State
8 of California and other aggrieved employees, hereby brings this class and representative action
9 for recovery of unpaid wages and penalties under California Business and Professions Code
10 section 17200, *et. seq.*; Labor Code sections 201-203, 221-223, 226, 1198, 2802, 2804, 2698 *et*
11 *seq.*; and Industrial Welfare Commission Wage Order No. 9 (“Wage Order 9”), in addition to
12 seeking declaratory relief and restitution. This class action is brought pursuant to California Code
13 of Civil Procedure section 382. This Court has jurisdiction over Defendants’ violations of the
14 California Labor Code because the amount in controversy exceeds this Court’s jurisdictional
15 minimum.

16 **VENUE**

17 2. Venue is proper in this judicial district pursuant to California Code of Civil
18 Procedure §§ 395(a) and 395.5, as at least some of the acts and omissions complained of herein
19 occurred in Santa Clara County. Defendants own, maintain offices, transact business, have an
20 agent or agents within Santa Clara County, and/or otherwise are found within Santa Clara County,
21 and Defendants are within the jurisdiction of this Court for purposes of service of process.

22 **PARTIES**

23 3. Plaintiff is an individual over the age of eighteen (18). At all relevant times herein,
24 Plaintiff was, and currently is, a California resident. During the four years immediately preceding
25 the filing of this action and within the statute of limitations periods applicable to each cause of
26 action pled herein, Plaintiff was employed by Defendants. Plaintiff was, and is, a victim of
27 Defendants’ policies and/or practices complained of herein, lost money and/or property, and has
28 been deprived of the rights guaranteed by California Labor Code §§ 201-203, 221-223, 226, 1198,

2802, 2804, 2698 *et seq.*; California Business & Professions Code § 17200, *et seq.* (Unfair Competition), and Wage Order 9, which sets employment standards for the transportation industry, which includes “any...business or establishment operated for the purpose of conveying persons or property from one place to another whether by rail, highway, air, or water, and all operations and services in connection therewith.”

4. Plaintiff is informed and believes, and based thereon alleges, that during the four years preceding the filing of this lawsuit and continuing to the present, Defendants did (and do) business as an Amazon-contracted last-mile delivery service. Plaintiff is further informed and believes, and based thereon alleges, that Defendants employed Plaintiff and other similarly situated employees within Santa Clara County and the state of California.

5. Plaintiff does not know the true names or capacities of the defendants sued herein as DOES 1 through 100, and for that reason, said defendants are sued under such fictitious names, and Plaintiff will seek leave from the Court to amend this Complaint when such true names and capacities are discovered. Plaintiff is informed and believes, and thereon alleges, that each of said fictitious defendants were responsible in some manner for the acts and omissions alleged herein, and proximately caused Plaintiff and the Classes (defined below) to be subject to the unlawful practices, wrongs, injuries, and damages complained of herein.

6. Plaintiff is informed and believes, and based thereon alleges, that at all times mentioned herein, Defendants were and are the employers of Plaintiff and all members of the Classes defined below.

7. At all times herein mentioned, each of said Defendants participated in the acts herein alleged to have been done by the named Defendants; and furthermore, the Defendants, and each of them, were the agents, servants, and employees of each of the other Defendants, as well as the agents of all Defendants, and at all times herein mentioned were acting within the course and scope of said agency and employment. Defendants, and each of them, approved of, condoned, and/or otherwise ratified each of the acts or omissions alleged herein.

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

and scope of and in pursuance of said joint venture, partnership, and common enterprise. Further, Plaintiff alleges that all Defendants were joint employers for all purposes of Plaintiff and all Class Members (as defined in Paragraph 16).

GENERAL FACTUAL ALLEGATIONS

9. Plaintiff was employed by Defendants as a delivery driver for approximately two years until on or about May 15, 2024.

10. During Plaintiff's employment with Defendants, Defendants failed to reimburse Plaintiff and other employees for expenses they incurred in the course of their employment. Specifically, until approximately September or October 2023, Defendants required Plaintiff and other employees to clock in and out using the Paycom app on their personal cell phones. In addition, for the entire relevant time period, Defendants required Plaintiff and other employees to use their personal cellphones for multiple other work-related purposes, including (but not limited to) communicating with management regarding work, using their phones' GPS to navigate to/from delivery locations, and to take pictures of deliveries and transmit them to Defendants.

11. Despite requiring Plaintiff and other employees to use their personal cell phones for work-related purposes, Defendants have failed to reimburse any portion of their monthly cell phone bill. As a result of the foregoing, Plaintiff and other employees are entitled to reimbursement pursuant to Labor Code § 2802 and *Cochran v. Schwan's Home Service, Inc.* (2014) 228 Cal.App.4th 1137 (holding employer must reimburse employees for "reasonable percentage" of their cell phone bills if they are required to use their cell phones for work, even if employees did not incur specific out-of-pocket expense).

12. At some point during Plaintiff's employment, Defendants began including a line item called "Cell Phone Reimbursement" for \$5.00 on Plaintiff's wage statements. However, rather than paying \$5.00 per pay period, Defendants *deducted* \$5.00 from each paycheck. For example, for the pay period of April 21 - May 4, 2024, Plaintiff's wage statement reflects that he earned \$2,119.56 in wages, and that Defendants withheld a total of \$431.52 for federal and state taxes, bringing the net wages to \$1,688.04. Then, the wage statement indicates a "Cell Phone Reimbursement" of \$5.00, but in fact, Defendants *deducted* \$5.00 from Plaintiff's pay, bringing

his net pay to \$1,683.04, the amount paid to Plaintiff. On information and belief, Defendants have likewise taken deductions from other employees under the guise of “cell phone reimbursements” and/or other unlawful deductions from employee paychecks.

13. As noted above, for most of the relevant time period, Defendants required Plaintiff and other employees to clock in and out using an app on their cell phones. In approximately September or October 2023, Defendants changed their timekeeping practice such that employees are required to clock in and out using company-owned tablets. This practice has resulted in the failure to pay Plaintiff and other employees all wages owed to them. Specifically, at the beginning of each shift, Plaintiff and other drivers were required to meet at Defendants’ yard. After arriving at the yard, they would each receive a “pouch” that contained keys to their assigned company vehicle for that shift and other items to be used on their route. The pouches were supposed to be delivered at the start of each shift, along with the tablets that Defendants required employees to use to clock in. However, the pouches and tablets were frequently delivered late, and thus Plaintiff and other employees were not able to clock in at the start of their shift, resulting in their not being paid for time during which they were subject to Defendants’ control but unable to clock in. It would also take additional time for the tablets to be set up after they were delivered, resulting in additional time that Plaintiff and other employees were not paid for, despite being subject to Defendants’ control. Moreover, there were only two tablets delivered each shift, and there were roughly 20-30 drivers who needed to clock in. Thus, Plaintiff and other employees would need to wait for several minutes while other employees clocked in, resulting in even more unpaid time.

14. Defendants also frequently required Plaintiff and other employees to attend meetings at or near the start of the shift. The meetings would typically last about 10-15 minutes. However, the above-mentioned tablets were frequently not delivered until after the meeting had already started, and in such cases, Defendants did not allow Plaintiff and other employees to clock in on the tablets until after the meeting was over. Thus, Plaintiff and other employees were not paid for the time spent at the meetings, resulting in unpaid work time.

15. As a result of Defendants’ unlawful deductions and failure to pay all wages due, Defendants have failed to pay all final wages due to Plaintiff and other separating employees. As

1 a further result of Defendants' unlawful practices, Defendants have maintained inaccurate records
2 and have issued inaccurate wage statements to Plaintiff and other employees with respect to, *inter*
3 *alia*, their total hours worked, gross wages earned and net wages earned.

4 **CLASS ACTION ALLEGATIONS**

5 16. Class Definitions: Plaintiff bring this action on behalf of herself and the following
6 Classes pursuant to Section 382 of the Code of Civil Procedure:

7 1. The Expense Reimbursement Class consists of all of Defendants' employees in
8 California who were required to use their personal cell phones for work-related purposes
9 and did not receive reimbursement, at any time from four years prior to the filing of this
10 action through the present.

11 2. The Unlawful Deductions Class consists of all of Defendants' employees in
12 California who had deductions taken from their pay for supposed cell phone reimbursement
13 or other deductions, at any time from four years prior to the filing of this action to the
14 present.

15 3. Minimum Wage Class consists of all of Defendants' hourly employees in
16 California who were subject to Defendants' timekeeping practices, at any time from four
17 years prior to the filing of this action to the present.

18 4. The Wage Statement Class consists of all members of the Unlawful Deductions
19 Class and/or Minimum Wage Class who received a wage statement at any time from one
20 year prior to the filing of this action through the present.

21 5. The Waiting Time Class consists of all members of the Unlawful Deductions Class
22 and/or Minimum Wage Class whose employment with Defendants ended at any time from
23 three years prior to the filing of this action to the present.

24 17. **Numerosity/Ascertainability:** The members of the Classes are so numerous that
25 joinder of all members would be unfeasible and impracticable. The membership of the Classes is
26 unknown to Plaintiff at this time; however, it is estimated that the Classes number greater than
27 fifty (50) individuals in each Class. The identity of such membership is readily ascertainable via
28 Defendants' employment records.

1 **18. Common Questions of Law and Fact Predominate/Well Defined Community**
2 **of Interest:** There are common questions of law and fact as to Plaintiff and all other similarly
3 situated employees, which predominate over questions affecting only individual Class members
4 including, without limitation:

- 5 i. Whether Defendants properly reimbursed expenses incurred by members
6 of the Expense Reimbursement Class;
- 7 ii. Whether Defendants took unlawful deductions from the wages of the
8 Unlawful Deductions Class;
- 9 iii. Whether Defendants paid at least the minimum wage for all hours worked
10 to members of the Minimum Wage Class;
- 11 iv. Whether Defendants furnished legally compliant wage statements to
12 members of the Wage Statement Class pursuant to Labor Code § 226; and
- 13 v. Whether Defendants timely paid final wages to members of the Waiting
14 Time Class.

15 **19. Predominance of Common Questions:** Common questions of law and fact
16 predominate over questions that affect only individual members of the Classes. The common
17 questions of law set forth above are numerous and substantial and stem from Defendants' policies
18 and/or practices applicable to each individual class member, such as Defendants' expense
19 reimbursement, deductions, timekeeping, wage statement, and final wage policies/practices. As
20 such, common questions predominate over individual questions concerning each class member's
21 showing as to his or her eligibility for recovery or as to the amount of his or her damages.

22 **20. Typicality:** Plaintiff's claims are typical of the claims of the Classes because
23 Plaintiff was employed by Defendants in California and during the statute(s) of limitation
24 applicable to each cause of action pled in the Complaint in this action. As alleged herein, Plaintiff,
25 like the members of the Classes, was not reimbursed for all expenses incurred in the course of his
26 employment, was not paid for all hours worked, had unlawful deductions taken from his wages,
27 was furnished with inaccurate wage statements, and was deprived of all final wages upon his
28 separation of employment.

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

7 22. **Superiority:** The California Labor Code is broadly remedial in nature and serves
8 an important public interest in establishing minimum working conditions and standards in
9 California. These laws and labor standards protect the average working employee from
10 exploitation by employers who have the responsibility to follow the laws and who may seek to
11 take advantage of superior economic and bargaining power in setting onerous terms and
12 conditions of employment. The nature of this action and the format of laws available to Plaintiff
13 and members of the Classes make the class action format a particularly efficient and appropriate
14 procedure to redress the violations alleged herein. If each employee were required to file an
15 individual lawsuit, Defendants would necessarily gain an unfair advantage, as they would be able
16 to exploit and overwhelm the limited resources of each individual plaintiff with their vastly
17 superior financial and legal resources. Moreover, requiring each member of the Classes to pursue
18 an individual remedy would discourage the assertion of lawful claims by employees who would
19 be disinclined to file an action against their former and/or current employer for real and justifiable
20 fear of retaliation and permanent damages to their careers at subsequent employment. Further, the
21 prosecution of separate actions by individual class members would create a substantial risk of
22 inconsistent or varying verdicts or adjudications with respect to the individual class members
23 against Defendants herein; and which would establish potentially incompatible standards of
24 conduct for Defendants. Further, the claims of the individual members of the Classes are not
25 sufficiently large to warrant vigorous individual prosecution considering all of the concomitant
26 costs and expenses attending thereto. As such, the Classes identified in Paragraph 16 are
27 maintainable under Section 382 of the Code of Civil Procedure.

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1 **FIRST CAUSE OF ACTION**

2 **FAILURE TO REIMBURSE BUSINESS EXPENSES**

3 **(AGAINST ALL DEFENDANTS)**

4 23. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

5 24. At all relevant times, Defendants have been subject to Labor Code § 2802, which
6 states that “an employer shall indemnify his or her employees for all necessary expenditures or
7 losses incurred by the employee in direct consequence of the discharge of his or her duties, or of
8 his or her obedience to the directions of the employer.”

9 25. At all relevant times, Defendants have been subject to Labor Code § 2804, which
10 states, “any contract or agreement, express or implied, made by any employee to waive the
11 benefits of this article or any part thereof, is null and void, and this article shall not deprive any
12 employee or his personal representative of any right or remedy to which he is entitled under the
13 laws of this State.”

14 26. Due to Defendants’ unlawful policy and practice of requiring employees to use
15 their personal property, including but not limited to personal cell phones, for work purposes, and
16 their failure to reimburse Plaintiff and members of the Expense Reimbursement Class, Defendants
17 have violated Labor Code § 2802.

18 27. As a proximate result of Defendants’ policies and/or practices in violation of Labor
19 Code §§ 2802 and 2804, Plaintiff and members of the Expense Reimbursement Class have
20 suffered damages in sums, which will be shown according to proof.

21 28. Plaintiff and members of the Expense Reimbursement Class are entitled to
22 attorneys’ fees and costs of suit pursuant to Labor Code § 2802(c) for bringing this action.

23 29. Pursuant to Labor Code § 2802(b), any action brought for the reimbursement of
24 necessary expenditures carries interest at the same rate as judgments in civil actions. Thus,
25 Plaintiff and members of the Expense Reimbursement Class are entitled to interest, which shall
26 accrue from the date on which they incurred the initial necessary expenditure.

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1 **SECOND CAUSE OF ACTION**

2 **UNLAWFUL DEDUCTIONS FROM WAGES**

3 **(AGAINST ALL DEFENDANTS)**

4 30. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

5 31. As alleged above, Defendants took unlawful deductions from Plaintiff's earned
6 wages, including deductions for supposed "cell phone reimbursement." As a result, Defendants
7 failed to pay all wages owed to Plaintiff and Unlawful Deductions Class members, in violation of
8 Labor Code §§ 221-223, which prohibit, among other things, deductions from earned wages.
9 Labor Code § 218 provides that "Nothing in this article shall limit the right of any wage claimant
10 to sue directly or through an assignee for any wages or penalty due them under this article."

11 32. Defendants' failure to pay all earned wages is unlawful and creates an entitlement
12 to recovery by Plaintiff and Class members for unpaid wages, interest on said wages, and
13 attorneys' fees pursuant to Labor Code §§ 218.5 and 218.6 and Code of Civil Procedure § 1021.5.

14 **THIRD CAUSE OF ACTION**

15 **MINIMUM WAGE VIOLATIONS**

16 **(AGAINST ALL DEFENDANTS)**

17 33. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

18 34. Wage Order 9, § 4 and California Labor Code §§ 1197 and 1182.12 establish the
19 right of employees to be paid minimum wages for all hours worked in amounts set by state law.
20 Labor Code §§ 1194(a) and 1194.2(a) provide that an employee who has not been paid the legal
21 minimum wage as required by Labor Code § 1197 may recover the unpaid balance together with
22 attorneys' fees and costs of suit, as well as liquidated damages in an amount equal to the unpaid
23 wages and interest accrued thereon.

24 35. At all relevant times herein, Defendants failed to conform their pay practices to
25 the requirements of the law by failing to pay Plaintiff and Minimum Wage Class members for all
26 hours actually worked including, but not limited to, all hours they were subject to the control of
27 Defendants and/or suffered or permitted to work under the California Labor Code and Wage
28 Order 9.

1 36. California Labor Code § 1198 makes unlawful the employment of an employee
2 under conditions that the IWC prohibits. California Labor Code §§ 1194(a) and 1194.2(a) provide
3 that an employer who has failed to pay its employees the legal minimum wage is liable to pay
4 those employees the balance of the unpaid wages as well as liquidated damages in an amount
5 equal to the wages due and interest thereon.

6 37. As a direct and proximate result of Defendants' unlawful conduct as alleged
7 herein, Plaintiff and Minimum Wage Class members have sustained economic damages,
8 including but not limited to, unpaid wages and lost interest in an amount to be established at trial,
9 and they are entitled to recover economic and statutory damages and penalties and other
10 appropriate relief due to Defendants' violations of the California Labor Code and Wage Order 9.

11 38. Defendants' practice and uniform administration of corporate policy regarding
12 illegal employee compensation is unlawful and creates an entitlement to recovery by Plaintiff and
13 members of the Minimum Wage Class in a civil action for the unpaid amount of minimum wages,
14 liquidated damages, including interest thereon, statutory penalties, and attorneys' fees and costs
15 of suit, according to California Labor Code §§ 204, 218.6, 558, 1194 *et seq.*, 1194.2, 1197, 1198;
16 Code of Civil Procedure § 1021.5; and Civil Code §§ 3287 and 3289.

17 **FOURTH CAUSE OF ACTION**

18 **WAGE STATEMENT VIOLATIONS**

19 **(AGAINST ALL DEFENDANTS)**

20 39. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

21 40. Plaintiff is informed and believes, and based thereon alleges, that Defendants
22 knowingly and intentionally, as a matter of uniform policy and practice, failed to furnish Plaintiff
23 and the Wage Statement Class with accurate and complete itemized wage statements that
24 included, among other requirements, accurate records of gross and net wages earned, in violation
25 of Labor Code § 226.

26 41. Defendants' failure to furnish Plaintiff and members of the Wage Statement Class
27 with complete and accurate itemized wage statements resulted in injury, as said failures led to,
28 among other things, the non-payment of all wages due to Plaintiff and the Class members.

42. Defendants' failures create an entitlement to recovery by Plaintiff and members of the Wage Statement Class in a civil action for all damages and/or penalties pursuant to Labor Code § 226, including statutory penalties, civil penalties, and reasonable attorneys' fees and costs of suit, pursuant to Labor Code §§ 226 and 226.3.

FIFTH CAUSE OF ACTION

FAILURE TO TIMELY PAY FINAL WAGES

(AGAINST ALL DEFENDANTS)

43. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

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

45. Plaintiff is informed and believes, and based thereon alleges, that Defendants failed to timely pay Plaintiff and members of the Waiting Time Class all final wages due to them at their separation from employment, including hourly wages and vacation wages.

46. Plaintiff is informed and believes, and based thereon alleges, that as a matter of uniform policy and practice, Defendants continue to fail to timely pay Plaintiff and Waiting Time Class members all earned wages at the end of employment pursuant to Labor Code §§ 201-203.

47. Defendants' failure to pay all final wages was willful within the meaning of Labor Code § 203. Defendants' willful failure to timely pay Plaintiff and the members of the Waiting Time Class their earned wages upon separation from employment results in a continued payment of daily wages up to thirty days from the time the wages were due. Plaintiff and members of the Waiting Time Class are entitled to compensation pursuant to Labor Code § 203, plus reasonable attorneys' fees and costs of suit.

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1 **SIXTH CAUSE OF ACTION**

2 **UNFAIR COMPETITION**

3 **(AGAINST ALL DEFENDANTS)**

4 48. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

5 49. Defendants have engaged, and continue to engage, in unfair and/or unlawful
6 business practices in violation of Business & Professions Code § 17200, *et seq.*, by taking
7 unlawful deductions from Plaintiff's and Class members' wages, failing to pay Plaintiff and the
8 Classes all wages due at termination, failing to furnish accurate and complete itemized wage
9 statements, and failing to reimburse business expenses.

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

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

19 52. The acts complained of herein occurred within the four years immediately
20 preceding the filing of this action.

21 53. Plaintiff was compelled to retain the services of counsel to file this court action to
22 protect his interests and those of the Classes, to obtain restitution and injunctive relief on behalf
23 of Defendants' current employees, and to enforce important rights affecting the public interest.
24 Plaintiff has thereby incurred the financial burden of attorneys' fees and costs, which he is entitled
25 to recover under Code of Civil Procedure § 1021.5.

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1 **SEVENTH CAUSE OF ACTION**

2 **CIVIL PENALTIES UNDER THE PRIVATE ATTORNEYS GENERAL ACT**

3 **(AGAINST ALL DEFENDANTS)**

4 54. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

5 55. Defendants have committed several Labor Code violations against Plaintiff and
6 other aggrieved employees. Plaintiff is an “aggrieved employee” within the meaning of Labor
7 Code § 2698 *et seq.* Plaintiff, acting on behalf of himself and other aggrieved employees, brings
8 this representative action against Defendants to recover the civil penalties due to Plaintiff, other
9 aggrieved employees, and the State of California according to proof pursuant to Labor Code §§
10 558 and 2699 (a) and (f) including, but not limited to: (1) \$100.00 for each initial violation for
11 each failure to pay each employee and \$200.00 for each subsequent violation or willful or
12 intentional violation pursuant to Labor Code § 210 for each failure to pay each employee, plus
13 25% of the amount unlawfully withheld; (2) \$50.00 for each initial violation and \$100.00 for each
14 subsequent violation pursuant to Labor Code § 558 per employee per pay period; (3) \$100.00 for
15 each initial violation and \$250.00 for each subsequent violation pursuant to Labor Code § 1197.1
16 per employee per pay period; (4) \$250.00 for each initial violation of Labor Code § 226 and
17 \$1,000.00 for each subsequent violation, pursuant to Labor Code § 226.3, per employee per pay
18 period; and/or (5) \$100.00 for each initial violation and \$200.00 for each subsequent violation per
19 employee per pay period for those violations of the Labor Code for which no civil penalty is
20 specifically provided, based on the following Labor Code violations:

21 a. Failing to pay Plaintiff and other aggrieved employees at least the minimum wage
22 for all hours worked, in violation of Labor Code §§ 204, 558, 1182.12, 1194,
23 1194.2, 1197, and 1198;

24 b. Taking unlawful deductions from Plaintiff’s and other aggrieved employees’
25 wages, in violation of Labor Code §§ 221-223;

26 c. Failing to furnish Plaintiff and other aggrieved employees with accurate and
27 complete itemized wage statements, in violation Labor Code §§ 226 and 1198;

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- d. Failing to pay all wages owed to Plaintiff and other aggrieved former employees at their separation of employment, in violation of Labor Code §§ 201-203;
- e. Failing to reimburse Plaintiff and other aggrieved employees for expenses incurred in the course of employment, in violation of Labor Code §§ 2802 and 2804; and
- f. Failing to maintain accurate records on behalf of Plaintiff and other aggrieved employees, in violation of Labor Code §§ 1174, 1198, and 1199.

56. On or about June 20, 2024, Plaintiff notified Defendant SV Delivery LLC, via certified mail, and the California Labor and Workforce Development Agency (“LWDA”) via its website, of Defendants’ violations of the California Labor Code and Plaintiff’s intent to bring a claim for civil penalties under California Labor Code § 2698 *et seq.* with respect to the violations of the California Labor Code identified in paragraph 55 (a)-(f) above. Now that sixty-five days have passed from Plaintiff’s notifying Defendants and the LWDA of these violations, Plaintiff has exhausted his administrative requirements for bringing a claim under the Private Attorneys General Act (“PAGA”) with respect to these violations. As noted in Plaintiff’s notice letter, the “aggrieved employees” Plaintiff seeks to represent in his PAGA action are all current and former non-exempt employees of Defendants who have worked for Defendants in California at any time from one year immediately preceding the date of Plaintiff’s PAGA notice letter through the date that judgment is entered in Plaintiff’s PAGA action or any alternative date agreed upon by the parties and/or approved by the court.

57. Plaintiff was compelled to retain the services of counsel to file this court action to protect his interests and the interests of other aggrieved employees, and to assess and collect the civil penalties owed by Defendants. Plaintiff has thereby incurred attorneys’ fees and costs, which he is entitled to recover under California Labor Code § 2699.

PRAYER

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

1. For an order certifying the proposed Classes;
2. For an order appointing Plaintiff as representative of the Classes;

3. For an order appointing counsel for Plaintiff as counsel for the Classes;

4. Upon the First Cause of Action, for compensatory, consequential, general, and special damages according to proof pursuant to Labor Code §§ 2802 and 2804;

5. Upon the Second Cause of Action, for recovery of unlawfully deducted wages pursuant to Labor Code §§ 221-223;

6. Upon the Third Cause of Action, for payment of minimum wages, liquidated damages, and penalties according to proof pursuant to Labor Code §§ 226.2, 558, 1182.12, 1194, 1194.2, 1197, and 1198;

7. Upon the Fourth Cause of Action, for statutory penalties pursuant to Labor Code § 226, *et seq.*;

8. Upon the Fifth Cause of Action, for statutory waiting time penalties pursuant to Labor Code §§ 201-203;

9. Upon the Sixth Cause of Action, for restitution to Plaintiff and members of the Classes of all money and/or property unlawfully acquired by Defendants by means of any acts or practices declared by this Court to be in violation of Bus. & Prof Code § 17200, *et seq.*;

10. Upon the Seventh Cause of Action, for civil penalties due to Plaintiff, other aggrieved employees, and the State of California according to proof pursuant to Labor Code § 2699, including, but not limited to: (1) \$100.00 for each initial violation for each failure to pay each employee and \$200.00 for each subsequent violation or willful or intentional violation pursuant to Labor Code § 210 for each failure to pay each employee, plus 25% of the amount unlawfully withheld; (2) \$50.00 for each initial violation and \$100 for each subsequent violation pursuant to Labor Code § 558 per employee per pay period; (3) \$100.00 for each initial violation and \$250.00 for each subsequent violation pursuant to Labor Code § 1197.1 per employee per pay period; (4) \$250.00 for each initial violation of Labor Code § 226 and \$1,000.00 for each subsequent violation, pursuant to Labor Code § 226.3 per employee per pay period; and/or (5) \$100.00 for each initial violation and \$200.00 for each subsequent violation per employee per pay period for those violations of the Labor Code for which no civil penalty is specifically provided, pursuant to Labor Code § 2699(f);

1 11. Prejudgment interest on all due and unpaid wages and other damages pursuant to
2 Cal. Labor Code § 2802(b); Civil Code § 3287; and Art. XV, § 1 of the California Constitution;

3 12. On all causes of action, for attorneys' fees and costs as provided by Labor Code §§
4 218.5, 226(e), 2802(c), 2699, and Code of Civil Procedure § 1021.5; and

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

6
7 Date: August 27, 2024

Respectfully submitted,
MARQUEE LAW GROUP, APC

8
9 By:


Tuvia Korobkin
Attorneys for Plaintiff

10
11 **DEMAND FOR JURY TRIAL**

12 Plaintiff hereby demands a jury trial with respect to all issues triable by jury.
13

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15 Dated: August 27, 2024

Respectfully submitted,
MARQUEE LAW GROUP, APC

16
17 By:


Tuvia Korobkin
Attorneys for Plaintiff