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Attorneys for Plaintiff Raymond Herrera

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ALAMEDA**

RAYMOND HERRERA, individually, and
on behalf of other aggrieved employees
pursuant to the California Private Attorneys
General Act;

Plaintiff,

vs.

GOODFELLOW BROS. CALIFORNIA,
LLC, a California limited liability company;
GOODFELLOW BROS. LLC, a Washington
limited liability company; and DOES 1
through 100, inclusive,

Defendants.

Case No. 24CV081417

Honorable Karin Schwartz
Department 20

CLASS ACTION

**[PROPOSED] ORDER GRANTING
PRELIMINARY APPROVAL OF
CLASS ACTION AND PAGA
SETTLEMENT**

Reservation ID: 357370616165
Hearing Date: February 26, 2026
Hearing Time: 3:00 p.m.
Department: 20

Complaint Filed: June 26, 2024
Trial Date: None Set

1 This matter has come before the Honorable Karin Schwartz in Department 20 of the
2 Superior Court of the State of California, for the County of Alameda, on February 26, 2026, at
3 3:00 p.m. for Plaintiff's Motion for Preliminary Approval of Class Action and PAGA Settlement.
4 Lawyers *for* Justice, PC appears as counsel for Plaintiff Raymond Herrera ("Plaintiff"),
5 individually and on behalf of all others similarly situated and aggrieved employees, and Jackson
6 Lewis P.C. appears as counsel for Defendants Goodfellow Bros. California, LLC and Goodfellow
7 Bros. LLC (together, the "Defendants").

8 The Court, having carefully considered the papers, argument of counsel, and all matters
9 presented to the Court, and good cause appearing, hereby GRANTS Plaintiff's Motion for
10 Preliminary Approval of Class Action and PAGA Settlement.

11 **IT IS HEREBY ORDERED THAT:**

12 1. The Court preliminarily approves the Class Action and PAGA Settlement
13 Agreement ("Settlement," "Agreement," or "Settlement Agreement"), attached as "**EXHIBIT 2**"
14 to the Declaration of Ryan Slinger in Support of Plaintiff's Motion for Preliminary Approval of
15 Class Action Settlement. This is based on the Court's determination that the Settlement falls within
16 the range of possible approval as fair, adequate, and reasonable.

17 2. The Court hereby grants Plaintiff's leave to file the [Proposed] First Amended
18 Class Action Complaint for Damages and Enforcement Under the Private Attorneys General Act,
19 California Labor Code § 2698, *Et Seq.* ("First Amended Complaint" or "Operative Complaint")
20 which is attached hereto as "**EXHIBIT B**." The First Amended Complaint shall be deemed filed as
21 of the date of the entry of this Order, and shall be the Operative Complaint in the Action for
22 purposes of the Settlement, including the release of claims. All material allegations in the First
23 Amended Complaint shall be deemed denied by Defendants without the necessity for Defendants
24 filing an Answer to the First Amended Complaint or any other pleading in the Action.

25 3. This Order incorporates by reference the definitions in the Settlement Agreement,
26 and all capitalized terms defined therein shall have the same meaning in this Order as set forth in
27 the Settlement Agreement.

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1 4. It appears to the Court on a preliminary basis that the Settlement is fair, adequate
2 and reasonable. It appears to the Court that extensive investigation and research have been
3 conducted such that counsel for the parties at this time are able to reasonably evaluate their and
4 each other's respective positions. It further appears to the Court that the Settlement, at this time,
5 will avoid substantial additional costs by all parties, as well as avoid the delay and risks that would
6 be presented by the further prosecution of the case. It further appears that the Settlement has been
7 reached as the result of intensive, serious and non-collusive, arms-length negotiations, and was
8 entered into in good faith.

9 5. The Court preliminarily finds that the Settlement, including the allocations for the
10 Attorneys' Fees and Costs, Service Payment, PAGA Penalty Amount, Settlement Administration
11 Costs, and payments to the Participating Class Members and Aggrieved Employees provided
12 thereby, appear to be within the range of reasonableness of a settlement that could ultimately be
13 given final approval by this Court. Indeed, the Court has reviewed the monetary recovery that is
14 being granted as part of the Settlement and preliminarily finds that the monetary settlement awards
15 made available to the Class Members and Aggrieved Employees are fair, adequate, and reasonable
16 when balanced against the probable outcome of further litigation relating to certification, liability,
17 and damages issues.

18 6. The Court concludes that, for settlement purposes only, the proposed Class meets
19 the requirements for certification under section 382 of the California Code of Civil Procedure in
20 that: (a) the Class is ascertainable and so numerous that joinder of all members of the Class is
21 impracticable; (b) common questions of law and fact predominate, and there is a well-defined
22 community of interest amongst the members of the Class with respect to the subject matter of the
23 litigation; (c) Plaintiff's claims are typical of the claims of the members of the Class; (d) Plaintiff
24 will fairly and adequately protect the interests of the members of the Class; (e) a class action is
25 superior to other available methods for the efficient adjudication of the controversy; and (f) Class
26 Counsel is qualified to act as counsel for Plaintiff individually and as the Class Representative.

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1 7. The Court conditionally certifies, for settlement purposes only, the Class, defined
2 as follows:

3 all current and former hourly-paid or non-exempt employees and all current and
4 former salaried dispatchers, or persons who held similar job titles and/or performed
5 similar job duties to Plaintiff and were alleged to have been misclassified as
6 “exempt”, who worked for any of the Defendants within the State of California and
7 held non-unionized positions at any time during the Class Period.

8 8. The Court provisionally appoints Arby Aiwarzian, Yasmin Hosseini, Ryan Slinger,
9 and Alborz Javaheri of Lawyers *for* Justice, PC as Class Counsel.

10 9. The Court provisionally appoints Plaintiff Raymond Herrera as the Class
11 Representative.

12 10. The Court provisionally appoints Phoenix Settlement Administrators (“Phoenix”)
13 to handle the administration of the Settlement (“Settlement Administrator”).

14 11. Within fourteen (14) calendar days after entry of this Preliminary Approval Order,
15 Defendants shall provide the Settlement Administrator Class Member and Aggrieved Employee
16 identifying information in Defendants’ possession, custody, or control, including each Class
17 Member’s last-known full name, last-known mailing address, Social Security Number, and hire
18 and termination dates, and information and/or data sufficient to determine the number of
19 Workweeks and PAGA Pay Periods worked by each Class Member and Aggrieved Employee
20 (collectively referred to as the “Class Data”) in conformity with the Settlement Agreement.

21 12. The Court approves, both as to form and content, the Notice of Class Action
22 Settlement (“Class Notice”) attached hereto as “**EXHIBIT A.**” The Class Notice shall be provided
23 to Class Members in the manner set forth in the Settlement. The Court finds that the Class Notice
24 appears to fully and accurately inform the Class Members of all material elements of the
25 Settlement, of Class Members’ right to be excluded from the Class Settlement by submitting a
26 Request for Exclusion, of Class Members’ and Aggrieved Employees’ right to challenge the
27 Workweeks and/or the PAGA Pay Periods credited to each of them, and of each Participating
28 Class Member’s right and opportunity to object to the Class Settlement. The Court further finds
that distribution of the Class Notice substantially in the manner and form set forth in the
Settlement Agreement and this Order, and that all other dates set forth in the Settlement

1 Agreement and this Order, meet the requirements of due process and shall constitute due and
2 sufficient notice to all persons entitled thereto. The Court further orders the Settlement
3 Administrator to mail the Class Notice to all Class Members within fourteen (14) calendar days
4 after receiving the Class Data from Defendants, pursuant to the terms set forth in the Settlement
5 Agreement.

6 13. The Court hereby preliminarily approves the proposed procedure, set forth in the
7 Settlement Agreement, for seeking exclusion from the Class Settlement. Any Class Member may
8 choose to be excluded from the Class Settlement by submitting a timely and valid written Request
9 for Exclusion no later than sixty (60) calendar days from the initial mailing of the Class Notice
10 (“Response Deadline”), or, in the case of a re-mailed Class Notice, the Response Deadline shall be
11 extended by fifteen (15) calendar days from the date of the Response Deadline. Any Class Member
12 who submits a Request for Exclusion from the Class Settlement will not be a Participating Class
13 Member and will not have any right to object, appeal, or comment on the Class Settlement. Class
14 Members who submit a timely and valid Request for Exclusion by the Response Deadline will not
15 be bound by the terms of this Agreement, any Court order approving the terms of the Class
16 Settlement, and the Final Approval Order and Judgment entered thereon. Aggrieved Employees
17 will be bound by the PAGA Settlement, irrespective of whether they exercise their option to opt
18 out of the Class Settlement.

19 14. A Final Approval Hearing shall be held before this Court on
20 _____ at _____ a.m./p.m. in
21 Department 20 of the Superior Court of California for the County of Alameda, located at 1225
22 Fallon Street, Oakland, California 94612, to determine all necessary matters concerning the
23 Settlement, including: whether the proposed settlement of the action on the terms and conditions
24 provided for in the Settlement is fair, adequate, and reasonable and should be finally approved by
25 the Court; whether a judgment, as provided in the Settlement, should be entered herein; whether
26 the plan of allocation contained in the Settlement should be approved as fair, adequate, and
27 reasonable to the Class Members and Aggrieved Employees; and determine whether to finally
28 approve the requests for the Attorneys’ Fees and Costs, Service Payment, PAGA Penalty Amount

1 and Settlement Administration Costs.

2 15. Class Counsel shall file a Motion for Final Approval of the Settlement and for
3 Attorneys' Fees and Costs, Service Payment, PAGA Penalty Amount, and Settlement
4 Administration Costs, along with the appropriate declarations and supporting evidence, including
5 the Settlement Administrator's declaration, by _____,
6 to be heard at the Final Approval Hearing.

7 16. Only Class Members who do not request exclusion from the Class Settlement may
8 object to the Class Settlement by submitting an Objection to the Settlement Administrator prior to
9 the Response Deadline or by presenting their objection orally at the Final Approval Hearing,
10 regardless of whether they submitted a written Objection. The Objection must be signed by the
11 Participating Class Member and contain all information required by this Settlement Agreement. A
12 Participating Class Member who does not object prior to or at the Final Approval Hearing will be
13 deemed to have waived any objections and will be foreclosed from making any objections
14 (whether at the Final Approval Hearing, by appeal or otherwise) to the Settlement.

15 17. The Settlement is not a concession or admission and shall not be used against
16 Defendants as an admission or indication with respect to any claim of any fault or omission by
17 Defendants. Nor shall it or this Order constitute any finding, decision, or determination of fault,
18 wrongdoing, or misconduct by Defendants. Whether or not the Settlement is finally approved,
19 neither the Settlement, nor any document, statement, proceeding or conduct related to the
20 Settlement, nor any reports or accounts thereof, shall in any event be construed as, offered or
21 admitted into evidence as, received as or deemed to be in evidence for any purpose adverse to the
22 Defendants, including, but not limited to, evidence of a presumption, concession, indication or
23 admission by Defendants of any liability, fault, wrongdoing, omission, concession, or damage, or
24 to establish the existence of any condition constituting a violation of, or a non-compliance with
25 state, federal, local or other applicable law, except for legal proceedings concerning the
26 implementation, interpretation, or enforcement of the Settlement.

27 18. In the event the Settlement does not become effective in accordance with the terms
28 of the Settlement Agreement, or the Settlement is not finally approved, or is terminated, cancelled

1 or fails to become effective for any reason, this Order shall be rendered null and void, shall be
2 vacated, and the Parties shall revert back to their respective positions as of before entering into the
3 Settlement Agreement.

4 19. The Court reserves the right to adjourn or continue the date of the Final Approval
5 Hearing and any dates provided for in the Settlement Agreement without further notice to the
6 Class Members, and retains jurisdiction to consider all further applications arising out of or
7 connected with the Settlement.

8 **IT IS SO ORDERED.**

9 Dated: _____

By: _____

The Honorable Karin Schwartz
Judge of the Superior Court

EXHIBIT A

NOTICE OF CLASS ACTION SETTLEMENT

Raymond Herrera v. Goodfellow Bros. California, LLC, et al.

Superior Court of California for the County of Alameda, Case No. 24CV081417

PLEASE READ THIS CLASS NOTICE CAREFULLY.

You have received this Class Notice because Defendants' records indicate that you may be eligible to take part in the class action settlement reached in the above-referenced case.

You do not need to take any action to receive a settlement payment.

This Class Notice is designed to advise you of your rights and options, and how you can request to be excluded from the class action settlement, object to the class action settlement, and/or dispute the number of Workweeks and/or PAGA Pay Periods that you are credited with, if you so choose.

YOU ARE NOTIFIED THAT: A class action settlement has been reached between Plaintiff Raymond Herrera ("Plaintiff") and Defendants Goodfellow Bros. California, LLC and Goodfellow Bros. LLC (together, "Defendants") (Plaintiff and Defendants are collectively referred to as the "Parties") in the case entitled *Raymond Herrera v. Goodfellow Bros. California, LLC, et al.*, Alameda County Superior Court, Case No. 24CV081417 ("Action"), which may affect your legal rights. On [date of Preliminary Approval], the Court granted preliminary approval of the settlement and scheduled a hearing on [hearing date] at [hearing time] ("Final Approval Hearing") to determine whether or not the Court should grant final approval of the settlement.

I. IMPORTANT DEFINITIONS

"Class" or "Class Member" means all current and former hourly-paid or non-exempt employees and all current and former salaried dispatchers, or persons who held similar job titles and/or performed similar job duties to Plaintiff and were alleged to have been misclassified as "exempt", who worked for any of the Defendants within the State of California and held non-unionized positions at any time during the Class Period.

"Class Period" means the period from June 26, 2021 through [the date of Preliminary Approval or Alternate End Date].

"Class Settlement" means the settlement and resolution of Released Class Claims (described in Section III.D below).

"Aggrieved Employees" means all current and former hourly-paid or non-exempt employees who worked for Defendants in the State of California at any time during the PAGA Period.

"PAGA Settlement" means the settlement and resolution of Released PAGA Claims (described in Section III.D below).

"PAGA Period" means the time period from April 19, 2023 through [the date of Preliminary Approval or Alternate End Date].

II. BACKGROUND OF THE ACTION

On April 19, 2024, Plaintiff provided written notice to the Labor and Workforce Development Agency ("LWDA") and Defendants of his intent to pursue civil penalties for alleged violations of the California Labor Code ("PAGA Notice"). On June 26, 2024, Plaintiff filed a Complaint for Enforcement Under the Private Attorneys General Act, Cal. Lab. Code § 2698, *Et Seq.* in the Alameda County Superior Court, Case No. 24CV081417. On [TBD], 2026, Plaintiff filed a First Amended Class Action Complaint for Damages & Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, *Et Seq.* ("Operative Complaint").

Plaintiff alleges that Defendants failed to properly pay minimum and overtime wages, provide compliant meal and rest breaks and associated premiums, timely pay wages during employment and upon termination of employment and associated waiting-time penalties, provide compliant wage statements, keep requisite payroll records, reimburse business expenses, and thereby engaged in unfair business practices in violation of California Business & Professions Code section 17200, *et seq.*, and conduct that gives rise to penalties under California Labor Code section 2698, *et seq.* ("PAGA"). Plaintiff seeks, among other things, recovery of unpaid wages and meal and rest period premiums, unreimbursed business expenses, restitution, penalties, interest, and attorneys' fees and costs.

Defendants deny all of the allegations in the Operative Complaint or that they violated any law.

After investigation and analysis of the claims, the Parties engaged in good faith, arms-length negotiations, and as a result, the Parties reached a settlement. The Parties have since entered into the Class Action and PAGA Settlement Agreement ("Agreement," "Settlement," or "Settlement Agreement").

On [date of Preliminary Approval], the Court entered an order preliminarily approving the Settlement. The Court has appointed Phoenix Settlement Administrators as the administrator of the Settlement ("Settlement Administrator"), Plaintiff

Raymond Herrera as representative of the Class (“Class Representative”), and the following counsel as counsel for the Class (“Class Counsel”):

Arby Aiwarzian, Esq.
Yasmin Hosseini, Esq.
Ryan Slinger, Esq.
Alborz Javaheri, Esq.
Lawyers for Justice, PC
450 North Brand Boulevard, Suite 900
Glendale, California 91203
Telephone: (818) 265-1020 / Fax: (818) 265-1021

If you are a Class Member, you do not need to take any action to receive an Individual Settlement Payment, but you have the opportunity to request exclusion from the Class Settlement (in which case you will not receive an Individual Settlement Payment), object to the Class Settlement, and/or dispute the Workweeks and/or PAGA Pay Periods credited to you, if you so choose, as explained more fully in Sections III and IV below. If you are an Aggrieved Employee, you do not need to take any action to receive an Individual PAGA Payment.

The Settlement represents a compromise and settlement of highly disputed claims. Nothing in the Settlement is intended or will be construed as an admission by Defendants that the claims in the Action have merit or that Defendants have any liability to Plaintiff, Class Members, or Aggrieved Employees. The Court has made no ruling on the merits of the claims asserted in the Action and has determined only that certification of the Class for settlement purposes is appropriate under California law.

III. SUMMARY OF THE PROPOSED SETTLEMENT

A. Settlement Formula

The total gross settlement amount to be paid by Defendants is \$337,500.00 (the “Gross Settlement Amount”). The portion of the Gross Settlement Amount that is available for payment to Class Members is referred to as the “Net Settlement Amount.” The Net Settlement Amount will be the Gross Settlement Amount, less the following payments which are subject to approval by the Court: (1) attorneys’ fees in an amount up to 40% of the Gross Settlement Amount (i.e., \$135,000.00 if the Gross Settlement Amount remains \$337,500.00) (“Attorneys’ Fees”) and reimbursement of litigation costs and expenses in an amount up to \$20,000.00 (“Litigation Costs”) to Class Counsel; (2) Service Payment in an amount up to \$10,000.00 to Plaintiff; (3) Settlement Administration Costs in an amount up to \$7,000.00 to the Settlement Administrator; and (4) the amount of \$33,750.00 allocated toward civil penalties under the Private Attorneys General Act, California Labor Code section 2698, *et seq.* (“PAGA Penalty Amount”). The PAGA Penalty Amount will be distributed 75% (\$25,312.50) to the LWDA (“LWDA Payment”) and the remaining 25% (i.e., \$8,437.50) will be distributed to Aggrieved Employees (“Aggrieved Employees Payment”).

Class Members are eligible to receive payment under the Class Settlement of their *pro rata* share of the Net Settlement Amount (“Individual Settlement Share”) based on the number of weeks during which a Class Member worked for Defendants as a non-union hourly-paid or non-exempt employee and/or salaried dispatchers, or as a person who held similar job titles and/or performed similar job duties to Plaintiff and were alleged to have been misclassified as “exempt,” within the State of California during the Class Period (“Workweeks”). The Settlement Administrator will divide the Net Settlement Amount by the total number of Workweeks worked by all Class Members to yield the “Estimated Workweek Value,” and multiply each Class Member’s individual Workweeks by the Estimated Workweek Value to arrive at each Class Member’s Individual Settlement Share that he or she may be eligible to receive under the Class Settlement (which is listed in Section III.C below). Class Members who do not submit a timely and valid Request for Exclusion (“Participating Class Members”) will be issued payment of their final Individual Settlement Share, net of applicable taxes.

Each Individual Settlement Share will be allocated as 20% wages, which will be reported on an IRS Form W-2, and 80% interest, damages, liquidated damages, restitution, and statutory penalties, which will be reported on an IRS Form 1099. Each Individual Settlement Share shall be subject to reduction for the employee’s share of payroll taxes due on the wages portion of Individual Settlement Share. The employer’s share of payroll taxes and contributions in connection with the wages portion of the Individual Settlement Shares will be paid by Defendants separately and in addition to the Gross Settlement Amount.

Aggrieved Employees are eligible to receive payment under the PAGA Settlement of their *pro rata* share of the Aggrieved Employees Payment (“Individual PAGA Payment”), based on the number of pay periods each Aggrieved Employee worked for Defendants as a non-exempt, hourly-paid employee in California during the PAGA Period (“PAGA Pay Periods”). The Settlement Administrator has will divide the Aggrieved Employees Payment, which is \$8,437.50, by the PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period, resulting in the “PAGA Pay Period Value” and then

multiplying the PAGA Pay Period Value by the number of PAGA Pay Periods worked by each individual Aggrieved Employee during the PAGA Period to arrive at each Aggrieved Employee's Individual PAGA Payment that he or she may be eligible to receive under the PAGA Settlement (which is listed in Section III.C below).

Each Individual PAGA Payment will be allocated as 100% penalties, which will be reported on an IRS Form 1099 (if applicable).

If the Court grants final approval of the Settlement, Individual Settlement Payments will be mailed to Participating Class Members and Individual PAGA Payments will be mailed to Aggrieved Employees at the address that is on file with the Settlement Administrator. **If the address to which this Class Notice was mailed is not correct, or if you move after you receive this Class Notice, you must contact the Settlement Administrator as soon as possible and provide your corrected and/or updated mailing address to the Settlement Administrator; this will make it more likely that you will receive any payments or other notices that may be issued to you.**

B. Your Workweeks and/or PAGA Pay Periods Based on Defendants' Records

According to Defendants' records:

From June 26, 2021 through [end date] (i.e., Class Period), you are credited with << >> Workweeks.

From April 19, 2023 through [end date] (i.e., PAGA Period), you are credited with << >> PAGA Pay Periods.

If you wish to dispute the Workweeks and/or PAGA Pay Periods credited to you, you must submit a written dispute ("Workweeks Dispute") that: (a) contains the case name and number of the Action (*Raymond Herrera v. Goodfellow Bros. California, LLC, et al.*, Alameda Superior Court Case No. 24CV081417); (b) contains your full name, signature, address, telephone number, and last four digits of your Social Security number; (c) contain a clear statement that you are disputing the number of Workweeks and/or PAGA Pay Periods credited to you; (d) attach any relevant documentation in support thereof; and (e) is submitted to the Settlement Administrator by mail at the specified address listed in Section IV.B below, postmarked **no later than [Response Deadline]**.

C. Your Estimated Individual Settlement Share and Individual PAGA Payment

As explained above, your estimated Individual Settlement Share and/or Individual PAGA Payment is based on the number of Workweeks and/or PAGA Pay Periods credited to you. Under the terms of the Settlement:

Your Individual Settlement Share is estimated to be \$<< >>. The Individual Settlement Share is subject to reduction for the employee's share of taxes and withholdings with respect to the wages portion of the Individual Settlement Share.

Your Individual PAGA Payment is estimated to be \$<< >>.

D. Release of Claims

Upon the Effective Date and full funding of the Gross Settlement Amount (including all employer payroll taxes owed on the Wage Portion of the Individual Settlement Payments), Plaintiff and all Participating Class Members on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release the Released Parties from the Released Class Claims.

Upon the Effective Date and full funding of the Gross Settlement Amount (including all employer payroll taxes owed on the Wage Portion of the Individual Settlement Payments), Plaintiff, the State of California, and Aggrieved Employees, including Non-Participating Class Members who are Aggrieved Employees, are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from the Released PAGA Claims.

"Released Class Claims" means any and all claims, damages, debts, liabilities, demands, obligations, penalties, actions or causes of action of any kind, arising under state, federal or local law, whether statutory, common law, or administrative law, at any time during the Class Period, that were alleged in the Operative Complaint, or reasonably could have been alleged based on the factual allegations in the Operative Complaint and Plaintiff's PAGA Notice, including but not limited to claims for misclassification, failure to pay minimum wages, wages, and overtime premiums, failure to pay reporting time pay, meal period violations, rest period violations, failure to pay vacation time and wages, failure to pay paid sick time and wages; failure to reimburse expenses, failure to issue accurate and itemized wage statements, failure to keep payroll records, failure to produce requested employment records, failure to pay final wages and waiting time penalties, and for unfair competition predicated on the aforementioned Labor Code violations.

“Released PAGA Claims” means any and all claims for civil penalties under PAGA, that were alleged in the PAGA Notice and Operative Complaint or that reasonably could have been alleged based on the factual allegations in the PAGA Notice and Operative Complaint, arising during the PAGA Period for violations of the California Labor Code, including, inter alia, sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802, and IWC Wage Orders including, inter alia, IWC Wage Orders 4-2001 and 16-2001, for misclassification, failure to pay minimum wages, wages, and overtime premiums, failure to pay reporting time pay, meal period violations, rest period violations, failure to pay vacation time and wages, failure to pay paid sick time and wages; failure to reimburse expenses, failure to issue accurate and itemized wage statements, failure to keep payroll records, failure to produce requested employment records, failure to pay final wages and waiting time penalties, and for unfair competition predicated on the aforementioned Labor Code violations.

“Released Parties” means Defendants, and their present and former parent companies, subsidiaries, divisions, affiliates, and expressly including Goodfellow Civil Corp., and each of their shareholders, owners, partners, officers, directors, employees, agents, attorneys, insurers, successors and assigns, clients, and any other individual or entity that could be liable for any of the Released Claims.

E. Attorneys’ Fees and Litigation Costs to Class Counsel

Class Counsel will seek attorneys’ fees in an amount of up to forty percent (40%) of the Gross Settlement Amount (i.e., an amount of up to \$135,000.00 if the Gross Settlement Amount is \$337,500.00) (“Attorneys’ Fees”) and reimbursement of litigation costs and expenses in an amount of up to Twenty Thousand Dollars (\$20,000.00) (“Litigation Costs”), subject to approval by the Court. The Attorneys’ Fees and Litigation Costs granted by the Court will be paid from the Gross Settlement Amount. Class Counsel has been prosecuting the Action on behalf of Plaintiff, Class Members, Aggrieved Employees and the State of California on a contingency fee basis (that is, without being paid any money to date) and has been paying all litigation costs and expenses.

F. Service Payment to Plaintiff

Plaintiff will seek the amount of Ten Thousand Hundred Dollars (\$10,000.00) (“Service Payment”), in recognition of his services in connection with the Action and his broader individual release and waiver of claims. The Service Payment will be paid from the Gross Settlement Amount, subject to approval by the Court, and if awarded, will be paid to Plaintiff in addition to any Individual Settlement Payment and/or Individual PAGA Payment that Plaintiff may be entitled to under the Settlement.

G. Settlement Administration Costs to Settlement Administrator

Payment to the Settlement Administrator is estimated not to exceed Seven Thousand Dollars (\$7,000.00) (“Settlement Administration Costs”) for the costs of the notice and settlement administration process, including and not limited to, the expense of notifying the Class Members of the Settlement, processing Requests for Exclusion, written objections to the Class Settlement, and Workweeks Disputes, calculating and distributing payments, and preparing and issuing tax forms, and shall be paid from the Gross Settlement Amount, subject to approval by the Court.

IV. WHEN WILL SETTLEMENT PAYMENT BE DISTRIBUTED?

Barring unforeseen circumstances, if the Court grants final approval of the Settlement, Defendants are expected to fund the Gross Settlement Amount and fund the amounts necessary to fully pay their share of payroll taxes within twenty-one (21) calendar days of the Effective Date, and distributions of Individual Settlement Payments to Participating Class Members and Individual PAGA Payments to Aggrieved Employees are expected to occur no within fourteen (14) calendar days after the funding of the Gross Settlement Amount.

“Effective Date” means the date by when both of the following have occurred: (a) the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the Judgment is final. If no objections are submitted, the Judgment is final on the day the Court enters Judgment; if an objection is submitted and not withdrawn, then the Judgment is final sixty (60) days after the Judgment is entered without an appeal being filed or if a timely appeal from the Judgment is filed, the day after the appellate court confirms the Judgment and issues a remittitur.

V. WHAT ARE YOUR RIGHTS AND OPTIONS AS A CLASS MEMBER?

A. Participate in the Settlement

If you want to participate in the Settlement and receive money from the Settlement, you do not have to do anything. You will automatically be included in the Class Settlement and issued your Individual Settlement Payment unless you decide to exclude yourself from the Class Settlement.

Unless you elect to exclude yourself from the Class Settlement, you will be bound by the terms of the Class Settlement and any judgment that may be entered by the Court based thereon, and you will release the Released Class Claims described in Section III.D above.

If you are an Aggrieved Employee, you will automatically be included in the PAGA Settlement and issued your Individual PAGA Payment. This means you will be bound by the terms of the PAGA Settlement and any judgment that may be entered by the Court based thereon, and you will release the Released PAGA Claims described in Section III.D above.

Class Members and Aggrieved Employees will not be separately responsible for the payment of attorney's fees or litigation costs and expenses, unless they retain their own counsel, in which event they will be responsible for their own attorney's fees and expenses.

B. Request Exclusion from the Class Settlement

If you do not wish to participate in the Class Settlement, you must seek exclusion from the Class Settlement by submitting a written request ("Request for Exclusion"), which must: (1) contain the case name and number of the Action (*Raymond Herrera v. Goodfellow Bros. California, LLC, et al.*, Alameda County Superior Court, Case No. 24CV081417); (2) contain your full name, signature, address, telephone number, and last four digits of your Social Security number; (3) contain a clear statement that you seek to be excluded from the Class Settlement; and (4) submit your request by mail to the Settlement Administrator, postmarked by **no later than [Response Deadline]** at the following address:

Phoenix Settlement Administrators
[Address]

If the Court grants final approval of the Settlement, any Class Member who submits a timely and validly Request for Exclusion will not be entitled to receive an Individual Settlement Payment, will not be bound by the Class Settlement (and the release of Released Class Claims described in Section III.D above), and will not have any right to object to, appeal, or comment on the Class Settlement. Class Members who do not submit a Request for Exclusion will be deemed Participating Class Members and will be bound by all terms of the Settlement, including those pertaining to the release of Released Class Claims described in Section III.D above, as well as any judgment that may be entered by the Court based thereon. All Aggrieved Employees will be bound to the PAGA Settlement (and the release of Released PAGA Claims described in Section III.D above) and will be issued an Individual PAGA Payment, regardless of whether they submit a Request for Exclusion.

C. Object to the Class Settlement

You can object to the terms of the Class Settlement as long as you have not submitted a Request for Exclusion, by submitting a written objection to the Settlement Administrator. Alternatively, or in addition, you can present your objection orally at the Final Approval Hearing.

An objection must: (a) contain the case name and number of the Action (*Raymond Herrera v. Goodfellow Bros. California, LLC, et al.*, Alameda County Superior Court, Case No. 24CV081417); (b) contain your full name, signature, address, telephone number, and last four digits of your Social Security number; (c) contain a written statement of all grounds for your objection; (d) contain copies of any papers, briefs, or other documents upon which the objection is based; and (e) be mailed to the Settlement Administrator at the address listed in Section IV.B above, postmarked **no later than [Response Deadline]**.

VI. FINAL APPROVAL HEARING

The Court will hold a Final Approval Hearing in Department 20 of the Superior Court of California for the County of Alameda, located at René C. Davidson Courthouse, 1225 Fallon Street, Oakland, California 94612, on **<<date>>**, at **<<time>>**, to determine whether the Settlement should be finally approved as fair, reasonable, and adequate. The Court also will be asked to approve and award Attorneys' Fees and Litigation Costs to Class Counsel, Service Payment to Plaintiff, and Settlement Administration Costs to the Settlement Administrator.

The hearing may be continued without further notice to Class Members. It is not necessary for you to appear at the Final Approval Hearing, although you may appear if you wish to.

You may appear for the Final Approval Hearing in person or you may appear remotely. Please visit the Court's website for the most-up to-date information regarding how to appear remotely: <https://www.alameda.courts.ca.gov/general-information/remote-appearances>.

Please visit the Court's website for the most up-to-date information regarding the operations of the Court and any requirements that may apply for accessing Court facilities: <https://www.alameda.courts.ca.gov/>.

VII. ADDITIONAL INFORMATION

The above is a summary of the basic terms of the Settlement. For the precise terms and conditions of the Settlement Agreement, you should review the detailed Settlement Agreement and other papers which are on file with the Court.

You may view the Settlement Agreement and other imaged documents filed in the Action for a fee by visiting the Office of the Clerk of the Court, located at 1225 Fallon Street, Oakland, California 94612, during business hours, or online by visiting the following website: <https://eportal.alameda.courts.ca.gov/?q=node/387>, logging in by putting your email and password in the textboxes that accompany “E-mail*” and “Password,*” respectively, and clicking “Log In”. If you do not have an account, an account can be made by clicking “Create new account” and following the subsequent instructions. Subsequently, type in the case number “24CV081417” into the textbox that accompanies “Case Number*” and click “Search.”

If the Court grants final approval of the Settlement, the Settlement Administrator will post the Court’s order granting final approval of the settlement and judgment on its website: [Settlement Administrator Website].

PLEASE DO NOT TELEPHONE THE COURT OR THE OFFICE OF THE CLERK FOR INFORMATION REGARDING THIS SETTLEMENT.

IF YOU HAVE ANY QUESTIONS, YOU MAY CALL THE SETTLEMENT ADMINISTRATOR AT THE FOLLOWING TOLL-FREE NUMBER: [INSERT], OR YOU MAY ALSO CONTACT CLASS COUNSEL.

EXHIBIT B

Arby Aiwazian (SBN 269827)
Ryan Slinger (SBN 351297)
Alborz Javaheri (SBN 364246)
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Attorneys for Plaintiff

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ALAMEDA**

RAYMOND HERRERA, individually, and on
behalf of other members of the public similarly
situated and on behalf of other aggrieved
employees pursuant to the California Private
Attorneys General Act;

Plaintiff,

vs.

GOODFELLOW BROS. CALIFORNIA, LLC,
a California limited liability company;
GOODFELLOW BROS. LLC, a Washington
limited liability company; and DOES 1 through
100, inclusive,

Defendants.

Case No.: 24CV081417

**[PROPOSED] FIRST AMENDED
CLASS ACTION COMPLAINT FOR
DAMAGES AND ENFORCEMENT
UNDER THE PRIVATE ATTORNEYS
GENERAL ACT, CALIFORNIA
LABOR CODE § 2698, ET SEQ.**

- (1) Violation of California Labor Code §§ 510 and 1198 (Failure to Pay Overtime Wages);
- (2) Violation of California Labor Code §§ 226.7 and 512(a) (Failure to Provide Compliant Meal Periods and Meal Period Premiums);
- (3) Violation of California Labor Code § 226.7 (Failure to Provide Compliant Rest Periods and Rest Period Premiums);
- (4) Violation of California Labor Code §§ 227.3, 246, 1194, 1197, and 1197.1 (Failure to Pay Wages, Including, *Inter Alia*, Unpaid Minimum Wages, Vacation Wages, Regular Wages, Reporting Time Pay, and Sick Time Pay);
- (5) Violation of California Labor Code §§ 201 and 202 (Final Wages Not Timely Paid);
- (6) Violation of California Labor Code § 204 (Wages Not Timely Paid During Employment);
- (7) Violation of California Labor Code §

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- 226(a) (Non-Compliant Wage Statements);
- (8) Violation of California Labor Code § 1174(d) (Failure To Keep Requisite Payroll Records);
- (9) Violation of California Labor Code § 2800 and 2802 (Failure to Reimburse Business Expenses);
- (10) Violation of California Business & Professions Code § 17200, et seq.
- (11) Violation of California Labor Code § 2698, et seq. (California Labor Code Private Attorneys General Act of 2004)

DEMAND FOR JURY TRIAL

COMES NOW, Plaintiff RAYMOND HERRERA (“Plaintiff”), individually, and on behalf of other members of the general public similarly situated, and on behalf of the State of California with respect to other aggrieved employees pursuant to the California Private Attorneys General Act, and alleges as follows:

JURISDICTION AND VENUE

1. This class action is brought pursuant to the California Code of Civil Procedure section 382. The monetary damages and restitution sought by Plaintiff exceed the minimal jurisdiction limits of the Superior Court and will be established according to proof at trial. The “amount in controversy” for the named Plaintiff, including claims for compensatory damages, restitution, penalties, wages, premium pay, and pro rata share of attorneys’ fees, is less than seventy-five thousand dollars (\$75,000).

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

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

4. Venue is proper in this Court because, upon information and belief, each Defendant maintains offices, has agents, and/or transacts business in the State of California, including the County of Alameda. The majority of the acts and omissions alleged herein relating to Plaintiff and the other aggrieved employees took place in the State of California, including the County of Alameda. At all relevant times, Defendant maintained its headquarters/“nerve center” within the State of California, County of Alameda.

PARTIES

5. Plaintiff RAYMOND HERRERA is an individual residing in the State of

California, County of Alameda.

6. Defendant GOODFELLOW BROS. CALIFORNIA, LLC, at all times herein mentioned, was and is, upon information and belief, an employer whose employees are engaged throughout the State of California, including the County of Alameda.

7. Defendant GOODFELLOW BROS. LLC, at all times herein mentioned, was and is, upon information and belief, an employer whose employees are engaged throughout the State of California, including the County of Alameda.

8. At all relevant times, Defendants GOODFELLOW BROS. CALIFORNIA, LLC and GOODFELLOW BROS. LLC were the “employer” of Plaintiff within the meaning of all applicable state laws and statutes.

9. At all times herein relevant, GOODFELLOW BROS. CALIFORNIA, LLC, GOODFELLOW BROS. LLC, and DOES 1 through 100, and each of them, were the agents, partners, joint venturers, joint employers, representatives, servants, employees, successors-in-interest, co-conspirators and assigns, each of the other, and at all times relevant hereto were acting within the course and scope of their authority as such agents, partners, joint venturers, representatives, servants, employees, successors, co-conspirators and/or assigns, and all acts or omissions alleged herein were duly committed with the ratification, knowledge, permission, encouragement, authorization and/or consent of each defendant designated as a DOE herein.

10. The true names and capacities, whether corporate, associate, individual or otherwise, of defendants DOES 1 through 100, inclusive, are unknown to Plaintiff who sues said defendants by such fictitious names. Plaintiff is informed and believes, and based on that information and belief alleges, that each of the defendants designated as a DOE is legally responsible for the events and happenings referred to in this Complaint, and unlawfully violated the law as alleged herein and caused the injuries and damages to Plaintiff, other class members, and aggrieved employees as alleged in this Complaint. Plaintiff will seek leave of court to amend this Complaint to show the true names and capacities when the same have been ascertained.

11. GOODFELLOW BROS. CALIFORNIA, LLC, GOODFELLOW BROS. LLC, and DOES 1 through 100 will hereinafter collectively be referred to as “Defendants.”

12. Plaintiff further alleges that Defendants including the unknown defendants identified as DOES, directly or indirectly controlled or affected the working conditions, wages, working hours, and conditions of employment of Plaintiff and the other class members and aggrieved employees so as to make each of said Defendants employers and employers liable under the statutory provisions set forth herein.

CLASS ACTION ALLEGATIONS

13. Plaintiff brings this action on his own behalf and on behalf of all other members of the general public similarly situated, and, thus, seeks class certification under California Code of Civil Procedure section 382.

14. The proposed class is defined as follows:

All current and former hourly-paid or non-exempt employees and all current and former salaried dispatchers, or persons who held similar job titles and/or performed similar job duties, misclassified as “exempt” who were employed by any of the Defendants within the State of California and held non-unionized positions during the period from June 26, 2021 to final judgment and who reside in California.

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

16. The class is ascertainable and there is a well-defined community of interest in the litigation:

a. Numerosity: The class members are so numerous that joinder of all class members is impracticable. The membership of the entire class is unknown to Plaintiff at this time; however, the class is estimated to be greater than fifty (50) individuals and the identity of such membership is readily ascertainable by inspection of Defendants’ employment records.

b. Typicality: Plaintiff’s claims are typical of all other class members’ as demonstrated herein. Plaintiff will fairly and adequately protect the interests of the other class members with whom he has a well-defined community of interest.

- 1 c. Adequacy: Plaintiff will fairly and adequately protect the interests of each
2 class member, with whom he has a well-defined community of interest
3 and typicality of claims, as demonstrated herein. Plaintiff has no interest
4 that is antagonistic to the other class members. Plaintiff's attorneys, the
5 proposed class counsel, are versed in the rules governing class action
6 discovery, certification, and settlement. Plaintiff has incurred, and during
7 the pendency of this action will continue to incur, costs and attorneys'
8 fees, that have been, are, and will be necessarily expended for the
9 prosecution of this action for the substantial benefit of each class member.
- 10 d. Superiority: A class action is superior to other available methods for the
11 fair and efficient adjudication of this litigation because individual joinder
12 of all class members is impractical.
- 13 e. Public Policy Considerations: Certification of this lawsuit as a class action
14 will advance public policy objectives. Employers of this great state violate
15 employment and labor laws every day. Current employees are often afraid
16 to assert their rights out of fear of direct or indirect retaliation. However,
17 class actions provide the class members who are not named in the
18 complaint anonymity that allows for the vindication of their rights.

19 17. There are common questions of law and fact as to the class members that
20 predominate over questions affecting only individual members. The following common
21 questions of law or fact, among others, exist as to the members of the class:

- 22 a. Whether Defendants' failure to pay wages to Plaintiff and other class
23 members, without abatement or reduction, in accordance with the
24 California Labor Code, was willful;
- 25 b. Whether Defendants had a corporate policy and practice of failing to pay
26 their hourly-paid or non-exempt employees within the State of California
27 for all hours worked and non-compliant (short, late, interrupted, and/or
28 missed altogether) meal periods and rest breaks in violation of California

1 law ;

- 2 c. Whether Defendants required Plaintiff and the other class members to
3 work over eight (8) hours per day, over forty (40) hours per week, and/or
4 over six (6) consecutive days per workweek, and failed to pay the legally
5 required overtime compensation to Plaintiff and the other class members;
- 6 d. Whether Defendants failed to use the non-discretionary, monetary and
7 non-monetary shift differential/commission/bonus/performance/
8 incentive/per diem pay to calculate the regular rate of pay used to calculate
9 the overtime rate for the payment of overtime wages where Plaintiffs and
10 the other class members earned non-discretionary, monetary and non-
11 monetary shift differential/commission/bonus/performance/incentive/per
12 diem pay and overtime wages in the same workweek;
- 13 e. Whether Defendants deprived Plaintiff and the other class members of
14 meal and/or rest periods or required Plaintiff and the other class members
15 to work during meal and/or rest periods without compensation;
- 16 f. Whether Defendants failed to pay minimum wages and all compensation
17 earned (including, regular, minimum, overtime and premium wages) to
18 Plaintiffs and the other class members for all hours worked;
- 19 g. Whether Defendants failed to pay sick time pay to Plaintiff and the other
20 class members as required by California Labor Code section 246;
- 21 h. Whether Defendants failed to pay vacation pay to Plaintiff and the other
22 class members as required by California Labor Code section 227.3;
- 23 i. Whether Defendants failed to pay all wages due to Plaintiff and the other
24 class members within the required time upon their discharge or
25 resignation;
- 26 j. Whether Defendants failed to timely pay all wages due to Plaintiff and the
27 other class members during their employment, including, *inter alia*,
28 reporting time pay;

- 1 k. Whether Defendants complied with wage reporting with respect to
2 Plaintiff and the other class members as required by the California Labor
3 Code; including, *inter alia*, section 226;
- 4 l. Whether Defendants kept complete and accurate payroll records as
5 required by the California Labor Code, including, *inter alia*, section
6 1174(d);
- 7 m. Whether Defendants failed to pay reporting time pay to Plaintiff and the
8 other class members;
- 9 n. Whether Defendants failed to reimburse Plaintiff and the other class
10 members for necessary business-related expenses and costs (including by
11 failing to reimburse the cost of purchasing, maintaining, using, replacing,
12 and/or repairing personal cell phones for work-related purposes);
- 13 o. Whether Defendants failed to provide at least one day of rest in a seven-
14 day work week to Plaintiff and other class members as required by
15 California Labor Code section 551 and 552;
- 16 p. Whether Defendants' conduct was willful or reckless;
- 17 q. Whether Defendants engaged in unfair business practices with respect to
18 the employment of Plaintiff and the other class members alleged herein in
19 violation of California Business & Professions Code section 17200, *et*
20 *seq.*;
- 21 r. The appropriate amount of damages, restitution, and/or monetary penalties
22 resulting from Defendants' violation of California law; and
- 23 s. Whether Plaintiff and the other class members are entitled to
24 compensatory damages pursuant to the California Labor Code; and

25 **PAGA ALLEGATIONS**

26 18. At all times herein set forth, the Private Attorneys General Act of 2004,
27 California Labor Code section 2698, *et seq.* ("PAGA") was applicable to Plaintiffs'
28 employment by Defendants.

1 19. Unless otherwise specified, all citations and references to the PAGA statute are
2 to the version of that statute prior to the recent amendment effective July 1, 2024; the amended
3 statute does not apply to this action pursuant to California Labor Code section 2699(v)(1), as
4 amended, because the notice to the Labor and Workforce Development Agency was provided
5 by Plaintiff on April 19, 2024, which was prior to June 19, 2024.

6 20. At all times herein set forth, PAGA provides that any provision of law under the
7 California Labor Code that provides for a civil penalty, including unpaid wages and premium
8 wages, to be assessed and collected by the Labor and Workforce Development Agency
9 (“LWDA”) for violations of the California Labor Code may, as an alternative, be recovered
10 through a civil action brought by an aggrieved employee on behalf of himself and other current
11 or former employees pursuant to procedures outlined in California Labor Code section 2699.3.

12 21. Pursuant to PAGA, a civil action under PAGA may be brought by an “aggrieved
13 employee,” who is any person that was employed by the alleged violator and against whom one
14 or more of the alleged violations was committed.

15 22. Plaintiff was employed by Defendants and the alleged violations were committed
16 against Plaintiff during his time of employment and Plaintiff is, therefore, an aggrieved
17 employee. Plaintiff and the other employees are “aggrieved employees” as defined by California
18 Labor Code section 2699(c) in that they are all current or former employees of Defendants, and
19 one or more of the alleged violations were committed against them.

20 23. Pursuant to California Labor Code sections 2699.3 and 2699.5, an aggrieved
21 employee, including Plaintiff, may pursue a civil action arising under PAGA after the following
22 requirements have been met:

23 a. The aggrieved employee shall give written notice by certified mail
24 (hereinafter “Employee’s Notice”) to the LWDA and the employer of the
25 specific provisions of the California Labor Code alleged to have been
26 violated, including the facts and theories to support the alleged violations.

27 b. The LWDA shall provide notice (hereinafter “LWDA Notice”) to the
28 employer and the aggrieved employee by certified mail that it does not

1 intend to investigate the alleged violation within sixty (60) calendar days
2 of the postmark date of the Employee's Notice. Upon receipt of the
3 LWDA Notice, or if the LWDA Notice is not provided within sixty-five
4 (65) calendar days of the postmark date of the Employee's Notice, the
5 aggrieved employee may commence a civil action pursuant to California
6 Labor Code section 2699 to recover civil penalties in addition to any other
7 penalties to which the employee may be entitled.

8 24. On April 19, 2024, Plaintiff provided written notice by online submission to the
9 LWDA and by U.S. Certified Mail to Defendants GOODFELLOW BROS. CALIFORNIA, LLC
10 and GOODFELLOW BROS. LLC of the specific provisions of the California Labor Code
11 alleged to have been violated, including the facts and theories to support the alleged violations.
12 Plaintiff did not receive an LWDA Notice within sixty-five (65) calendar days of the date of
13 submission of the April 19, 2024 notice.

14 25. Therefore, Plaintiff has satisfied the administrative prerequisites under California
15 Labor Code section 2699.3(a) to recover civil penalties against Defendants, in addition to other
16 remedies, for violations of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7,
17 227.3, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802, and IWC
18 Wage Orders, including, *inter alia*, Wage Order Nos. 4-2001 and 16-2001.

19 **GENERAL ALLEGATIONS**

20 26. At all relevant times set forth herein, Defendants employed Plaintiff and other
21 persons, including but not limited to all current and former hourly-paid or non-exempt
22 employees and all current and former salaried dispatchers, or persons who held similar job titles
23 and/or performed similar job duties, misclassified as "exempt", within the State of California,
24 including the County of Alameda.

25 27. Defendants, jointly and severally, employed Plaintiff as a salaried dispatcher
26 misclassified as "exempt" from approximately July 2022 to approximately December 2023 in
27 the State of California, County of Alameda.

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28. Defendants hired Plaintiff and the other class members and aggrieved employees, classified them as hourly-paid or non-exempt employees, and failed to, *inter alia*, compensate them for all hours worked, and missed, late, short, and/or interrupted meal periods and/or rest breaks.

29. Defendants hired Plaintiff and the other class members and aggrieved employees, misclassified them as “exempt” employees, and paid them on a salary basis, without compensation for all hours worked, and missed, late, short, and/or interrupted meal periods and/or rest breaks.

30. Defendants had the authority to hire and terminate Plaintiff and the other class members and aggrieved employees, to set work rules and conditions governing Plaintiff’s and the other class members’ and aggrieved employees’ employment, and to supervise their daily employment activities.

31. Defendants exercised sufficient authority over the terms and conditions of Plaintiff’s and the other class members’ and aggrieved employees’ employment for them to be joint employers of Plaintiff and the other class members and aggrieved employees.

32. Defendants directly hired and paid wages and benefits to Plaintiff and the other class members and aggrieved employees.

33. Defendants continue to employ hourly-paid or non-exempt employees within the State of California.

34. Defendants continue to employ salaried, dispatchers misclassified as “exempt” within the State of California.

35. Plaintiff is informed and believes, and based thereon alleges, that Plaintiffs and the other class members and aggrieved employees worked over eight (8) hours in a day, forty (40) hours in a week, and/or six (6) consecutive days in a workweek during their employment with Defendants.

36. Plaintiff is informed and believes, and based thereon alleges, that Defendants failed to compensate Plaintiff and other class members and aggrieved employees for all reporting time pay, thereby violating the reporting time pay requirements under California law, including

IWC Wage Order Nos. 4-2001 and 16-2001. During the relevant time period, Defendants required Plaintiff and the other class members and aggrieved employees to report to work without putting them to work and paying them the requisite reporting time pay. Namely, during the relevant time period, Plaintiff is informed and believes, and based thereon alleges, that Defendants knew or should have known that Plaintiff and the other class members and aggrieved employees were entitled to pay equal to half the usual or scheduled day's work in an amount no less than two (2) hours, nor more than four (4) hours, at the employee's regular rate of pay for each workday in which Plaintiff and the other class members and aggrieved employees were required to report to work and were furnished less than half the usual or scheduled day's work. When Defendants required Plaintiff and other class members and aggrieved employees to report to work, but did not put them to work or furnish them their usual work, Defendants failed to pay Plaintiff and other class members and aggrieved employees half the usual or scheduled day's work in an amount no less than two (2) hours at the employee's regular rate of pay for workdays in which Plaintiff and the other class members and aggrieved employees reported to work and were furnished less than half the usual or scheduled day's work, and Defendants failed to pay Plaintiff and other class members and aggrieved employees for two (2) hours at the employee's regular rate of pay on days in which Plaintiff and other class members and aggrieved employees were required to report for work a second time in one workday and were furnished less than two (2) hours of work upon the second reporting.

37. Plaintiffs are informed and believe, based thereon alleges, that Defendants failed to properly pay the regular rate of pay when calculating employees' sick time pay. Instead, Defendants paid Plaintiffs and other class members and aggrieved employees at their base rates of pay for sick time pay earned, in violation of California law.

38. Plaintiff is informed and believes, and based thereon alleges, that Defendants engaged in a uniform policy and systematic scheme of wage abuse against their hourly-paid or non-exempt employees within the State of California. This scheme involved, *inter alia*, failing to pay them for all wages earned (including, *inter alia*, minimum, regular, overtime, reporting time, vacation, and sick pay wages) and for missed, shortened, late, and/or interrupted meal

periods, and missed, shortened, late, and/or interrupted rest breaks in violation of California law.

39. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew or should have known that Plaintiff and the other class members and aggrieved employees were entitled to receive certain wages (including, *inter alia*, minimum, regular, overtime, reporting time, vacation, and sick pay wages) and that they were not receiving all compensation that was due to them, as a result of, *inter alia*, Defendants' requiring Plaintiff and the other class members and aggrieved employees to perform work off-the-clock. Defendants' failure includes, *inter alia*, failing to compensate Plaintiff and the other class members and aggrieved employees for job duties performed before and/or after their scheduled shifts including, but not limited to, tasks related to donning and doffing protective gear and responding to supervisors via calls and text messages providing job-related directives.

40. Plaintiff is informed and believes, and based thereon alleges, that Defendants failed to use the non-discretionary, monetary and non-monetary shift differential/commission/bonus/performance/incentive/per diem pay to calculate the regular rate of pay used to calculate premium pay for the payment of overtime wages, meal premiums, and rest premiums, where Plaintiff and the other class members and aggrieved employees earned non-discretionary, monetary and non-monetary shift differential/commission/bonus/performance/incentive/per diem pay and premium pay for overtime wages, meal premiums, and rest premiums in the same workweek.

41. Plaintiff is informed and believes, and based thereon alleges, that Defendants failed to provide Plaintiff and the other class members and aggrieved employees all required rest and meal periods during the relevant time period as required under the Industrial Welfare Commission Wage Orders and thus they are entitled to any and all applicable premium pay and penalties. Defendants' failure included, *inter alia*, failing to provide uninterrupted ten (10) minute rest periods and timely, uninterrupted thirty (30) minute meal periods to Plaintiff and the other class members and aggrieved employees. Plaintiff and the other class members and aggrieved employees were required to perform work during meal periods and rest periods.

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1 42. Plaintiff is informed and believes, and based thereon alleges, that Defendants
2 knew or should have known that Plaintiffs and the other class members and aggrieved employees
3 were entitled to receive all meal periods or payment of one additional hour of pay at Plaintiff's
4 and the other class member's and aggrieved employee's regular rate of pay when a meal period
5 was non-compliant (missed, shortened, late, and/or interrupted) and they did not receive all meal
6 periods or payment of one additional hour of pay at Plaintiff's and the other class member's and
7 aggrieved employee's regular rate of pay when a meal period was non-compliant (missed,
8 shortened, late, and/or interrupted) .

9 43. Plaintiff is informed and believes, and based thereon alleges, that Defendants
10 knew or should have known that Plaintiff and the other class members and aggrieved employees
11 were entitled to receive all rest periods or payment of one additional hour of pay at Plaintiff's
12 and the other class member's and aggrieved employee's regular rate of pay when a rest period
13 was non-compliant (missed, shortened, late, and/or interrupted) and they did not receive all rest
14 periods or payment of one additional hour of pay at Plaintiff's and the other class members' and
15 aggrieved employees' regular rate of pay when a rest period was non-compliant (missed,
16 shortened, late, and/or interrupted).

17 44. Plaintiff is informed and believes, and based thereon alleges, that Defendants
18 knew or should have known that Plaintiff and the other class members and aggrieved employees
19 were entitled to receive at least minimum wages for compensation and that they were not
20 receiving at least minimum wages for all hours worked. Defendants' failure to pay minimum
21 wages included, *inter alia*, Defendants' effective payment of zero dollars per hour for hours
22 Plaintiff and the other class members and aggrieved employees worked off-the-clock performing
23 work duties, Defendants' failing to pay reporting time pay, Defendants' failing to pay vacation
24 pay, and Defendants' failing to pay sick time pay.

25 45. Plaintiff is informed and believes, and based thereon alleges, that Defendants
26 knew or should have known that Plaintiff and other class members were entitled to receive
27 reporting time wages and that they did not receive reporting time wages when they reported to
28 work and were provided less than two (2) hours of work and/or less than half their regularly

1 scheduled hours worked, on at least one occasion.

2 46. Plaintiff is informed and believes, and based thereon alleges, that Defendants
3 knew or should have known that Plaintiff and the other class members and aggrieved employees
4 were entitled to receive all wages owed to them upon discharge or resignation, including earned
5 but unpaid minimum, regular, overtime, reporting time, vacation time, sick time wages, and meal
6 and rest period premiums, and they did not, in fact, receive all such compensation owed to them
7 at the time of their discharge or resignation.

8 47. Plaintiff is informed and believes, and based thereon alleges, that Defendants
9 knew or should have known that Plaintiff and the other class members and aggrieved employees
10 were entitled to receive all wages owed to them during their employment. Plaintiff and the other
11 class members and aggrieved employees did not receive payment of all wages, including
12 minimum, regular, overtime, reporting time, vacation time, and sick time wages, and meal and
13 rest period premiums, within any time permissible under California Labor Code section 204.

14 48. Plaintiff is informed and believes, and based thereon alleges, that Plaintiff and the
15 other class members and aggrieved employees were not provided with a day of rest as required
16 by California Labor Code sections 551 and 552, because they regularly worked in excess of
17 thirty (30) hours in a week and/or six (6) hours in any one (1) day thereof, during workweeks in
18 which they were required to work in excess of six (6) days, without accumulating or being
19 provided the opportunity to take at least one (1) day of rest, and when they accumulated days of
20 rest, they were not actually provided the opportunity to take the equivalent of one (1) day's rest
21 in seven (7) during each calendar month.

22 49. Plaintiff is informed and believes, and based thereon alleges, that Defendants
23 knew or should have known that Plaintiff and the other class members and aggrieved employees
24 were entitled to receive complete and accurate wage statements in accordance with California
25 law, but, in fact, they did not receive complete and accurate wage statements from Defendants.
26 The deficiencies included, *inter alia*, the failure to include the total number of hours worked by
27 Plaintiff and the other class members and aggrieved employees and misclassification of Plaintiff
28 and the other class members and aggrieved employees. Additionally, Plaintiff alleges that

Defendants issued facially deficient wage statements because they failed to include the amount of sick hours accrued and available for Plaintiffs and the other class members and aggrieved employees.

50. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew or should have known that Defendants had to keep complete and accurate payroll records for Plaintiff and the other class members and aggrieved employees in accordance with California law, but, in fact, did not keep complete and accurate payroll records. The deficiencies include, *inter alia*, the failure to include the actual number of hours worked by, and/or other compensation due to, Plaintiff and the other class members and aggrieved employees, including work required to be performed off-the-clock and as a result of Defendants' requiring employees to report to work and failing to pay reporting time pay and failing to pay sick time pay.

51. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew or should have known that Plaintiff and the other class members and aggrieved employees were entitled to reimbursement for necessary business-related expenses, including, *inter alia*, the use of personal cell phones for business-related purposes.

52. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew or should have known that they had a duty to compensate Plaintiff and the other class members and aggrieved employees pursuant to California law, and that Defendants had the financial ability to pay such compensation, but willfully, knowingly, and intentionally failed to do so, and falsely represented to Plaintiff and the other class members and aggrieved employees that they were properly denied wages, all in order to increase Defendants' profits.

53. During the relevant time period, Defendants failed to pay overtime wages to Plaintiff and the other class members and aggrieved employees for all overtime hours worked. Plaintiff and the other class members and aggrieved employees were required to work more than eight (8) hours per day, forty (40) hours per week, and/or more than six (6) consecutive days in a workweek without overtime compensation, at the proper rate, for all overtime hours worked.

54. During the relevant time period, Defendants failed to provide all requisite uninterrupted meal and rest periods to Plaintiff and the other class members and aggrieved

employees.

55. During the relevant time period, Defendants failed to pay Plaintiff and the other class members and aggrieved employees minimum wages and all compensation earned (e.g., by failing to pay reporting time pay, sick time pay, vacation pay, and meal and rest period premiums).

56. During the relevant time period, Defendants failed to pay Plaintiff and the other class members and the aggrieved employees all wages owed to them upon discharge or resignation.

57. During the relevant time period, Defendants failed to pay Plaintiff and the other class members and aggrieved employees' wages within any time permissible under California law, including, *inter alia*, California Labor Code section 204.

58. During the relevant time period, Defendants failed to pay the regular rate of pay when calculating employees' sick time pay.

59. During the relevant time period, Defendants required Plaintiff and the other class members and aggrieved employees to report to work without putting them to work and paying them the requisite reporting time pay. Namely, during the relevant time period, Defendants failed to pay Plaintiff and other class members and aggrieved employees half the usual or scheduled day's work in an amount no less than two (2) hours at the employee's regular rate of pay for workdays in which Plaintiff and the other class members and aggrieved employees reported to work and were furnished less than half the usual or scheduled day's work, and Defendants failed to pay Plaintiff and other class members and aggrieved employees for two (2) hours at the employee's regular rate of pay on days in which Plaintiff and other class members and aggrieved employees were required to report for work a second time in one workday and were furnished less than two (2) hours of work upon the second reporting.

60. During the relevant time period, Defendants failed to provide complete and/or accurate wage statements to Plaintiff and the other class members and aggrieved employees.

61. During the relevant time period, Defendants failed to keep complete and accurate payroll records for Plaintiff and the other class members and aggrieved employees.

62. During the relevant time period, Defendants failed to reimburse Plaintiff and the other class members and aggrieved employees for all necessary business-related expenses and costs.

63. During the relevant time period, Defendants failed to properly compensate Plaintiff and the other class members and aggrieved employees pursuant to California law in order to increase Defendants' profits.

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

FIRST CAUSE OF ACTION

(Violation of California Labor Code §§ 510 and 1198)

**(Against GOODFELLOW BROS. CALIFORNIA, LLC, GOODFELLOW BROS. LLC,
and DOES 1 through 100)**

65. Plaintiff incorporates by reference the allegations contained in Paragraphs 1 through 64, and each and every part thereof with the same force and effect as though fully set forth herein.

66. California Labor Code section 1198 and the applicable Industrial Welfare Commission ("IWC") Wage Orders 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.

67. Specifically, the applicable IWC Wage Orders provide that Defendants are and were required to pay Plaintiff and the other class members employed by Defendants, and working more than eight (8) hours in a day, more than forty (40) hours in a workweek, and/or over six (6) consecutive days in a workweek at the rate of time-and-one-half for all hours worked in excess of eight (8) hours in a day, more than forty (40) hours in a workweek, or over six (6) consecutive days in a workweek.

68. The applicable IWC Wage Orders further provide that Defendants are and were required to pay Plaintiff and the other class members overtime compensation at a rate of two

1 times their regular rate of pay for all hours worked in excess of twelve (12) hours in a day or in
2 excess of eight (8) hours on the sixth consecutive day of work in a workweek.

3 69. California Labor Code section 510 codifies the right to overtime compensation at
4 one-and-one-half times the regular hourly rate for hours worked in excess of eight (8) hours in a
5 day, in excess of forty (40) hours in a week, or for the first eight (8) hours worked on the seventh
6 day of work, and to overtime compensation at twice the regular hourly rate for hours worked in
7 excess of twelve (12) hours in a day or in excess of eight (8) hours in a day on the seventh day
8 of work in a workweek.

9 70. During the relevant time period, Plaintiff and the other class members worked in
10 excess of eight (8) hours in a day, in excess of forty (40) hours in a week, and/or in excess of six
11 (6) consecutive days in a workweek, including performing work duties off-the-clock at the
12 direction of Defendants, including, but not limited to, tasks related to donning and doffing
13 protective gear and responding to supervisors via calls and text messages providing job-related
14 directives.

15 71. During the relevant time period, Defendants failed to use earned commissions/
16 non-discretionary bonuses/non-discretionary performance pay/non-discretionary shift
17 differentials/non-discretionary incentive pay to calculate the regular rate of pay used to calculate
18 the overtime rate for the payment of overtime wages where Plaintiff and the other class members
19 earned commissions/non-discretionary bonuses/non-discretionary performance pay/non-
20 discretionary shift differentials/non-discretionary incentive pay and overtime wages in the same
21 workweek.

22 72. During the relevant time period, Defendants intentionally and willfully failed to
23 pay overtime wages owed to Plaintiff and the other class members at all or at the correct rate.

24 73. Defendants' failure to pay Plaintiff and the other class members the unpaid
25 balance of overtime compensation, as required by California laws, violates the provisions of
26 California Labor Code sections 510 and 1198, and is therefore unlawful.

27 74. Pursuant to California Labor Code section 1194, Plaintiffs and the other class
28 members are entitled to recover unpaid overtime compensation, as well as interest, costs, and

attorneys' fees.

SECOND CAUSE OF ACTION

(Violation of California Labor Code §§ 226.7 and 512(a))

**(Against GOODFELLOW BROS. CALIFORNIA, LLC, GOODFELLOW BROS. LLC,
and DOES 1 through 100)**

75. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 74, and each and every part thereof with the same force and effect as though fully set forth herein.

76. At all relevant times, the IWC Order and California Labor Code sections 226.7 and 512(a) were applicable to Plaintiff's and the other class members' employment by Defendants.

77. At all relevant times, California Labor Code section 226.7 provides that no employer shall require an employee to work during any meal or rest period mandated by an applicable order of the California IWC.

78. At all relevant times, the applicable IWC Wage Orders and California Labor Code section 512(a) provide that an employer may not require, cause, or permit an employee to work for a work period of more than five (5) hours per day without providing the employee with a meal period of not less than thirty (30) minutes, except that if the total work period per day of the employee is no more than six (6) hours, the meal period may be waived by mutual consent of both the employer and employee.

79. At all relevant times, the applicable IWC Wage Orders and California Labor Code section 512(a) further provide that an employer may not require, cause or permit an employee to work for a work period of more than ten (10) hours per day without providing the employee with a second uninterrupted meal period of not less than thirty (30) minutes, except that if the total hours worked is no more than twelve (12) hours, the second meal period may be waived by mutual consent of the employer and the employee only if the first meal period was not waived.

80. During the relevant time period, Plaintiff and the other class members who were scheduled to work for a period of time no longer than six (6) hours, and who did not waive their

1 legally-mandated meal periods by mutual consent, were required to work for periods longer than
2 five (5) hours without an uninterrupted meal period of not less than thirty (30) minutes and/or
3 rest period.

4 81. During the relevant time period, Plaintiff and the other class members' meal
5 periods were missed, shortened, taken late, and/or were interrupted because Defendants required
6 them to perform work duties including, but not limited to, tasks related to donning and doffing
7 protective gear and responding to supervisors via calls and text messages providing job-related
8 directives, during what should have been a duty-free meal period of not less than thirty (30)
9 minutes.

10 82. As a result, Defendants failed to relieve Plaintiff and the other class members of
11 all duties, failed to relinquish control over Plaintiff and the other class members' activities, failed
12 to permit Plaintiff and the other class members a reasonable opportunity to take, and impeded or
13 discouraged them from taking thirty (30) minute uninterrupted meal periods no later than the
14 end of their fifth hour of work for shifts lasting more than five (5) hours, and/or to take second
15 thirty (30) minute uninterrupted meal periods no later than their tenth hour of work for shifts
16 lasting more than ten (10) hours.

17 83. During the relevant time period, Plaintiff and the other class members who were
18 scheduled to work for a period of time in excess of six (6) hours were required to work for
19 periods longer than five (5) hours without an uninterrupted meal period of not less than thirty
20 (30) minutes and/or rest period.

21 84. During the relevant time period, Defendants intentionally and willfully required
22 Plaintiff and the other class members to work during meal periods and failed to compensate
23 Plaintiff and the other class members the full meal period premium for work performed during
24 meal periods.

25 85. During the relevant time period, Defendants failed to pay Plaintiff and the other
26 class members the full meal period premium due pursuant to California Labor Code section
27 226.7. 71.

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86. Defendants' conduct violates applicable IWC Wage Orders and California Labor Code sections 226.7 and 512(a).

87. Pursuant to applicable IWC Wage Orders and California Labor Code section 226.7(b), Plaintiff and the other class members are entitled to recover from Defendants one additional hour of pay at the employee's regular rate of compensation for each work day that the meal or rest period is not provided.

THIRD CAUSE OF ACTION

(Violation of California Labor Code § 226.7)

**(Against GOODFELLOW BROS. CALIFORNIA, LLC, GOODFELLOW BROS. LLC,
and DOES 1 through 100)**

88. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 87, and each and every part thereof with the same force and effect as though fully set forth herein.

89. At all times herein set forth, the applicable IWC Wage Orders and California Labor Code section 226.7 were applicable to Plaintiff's and the other class members' employment by Defendants.

90. At all relevant times, California Labor Code section 226.7 provides that no employer shall require an employee to work during any rest period mandated by an applicable order of the California IWC.

91. At all relevant times, the applicable IWC Wage Order provides that "[e]very employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period" and that the "rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof" unless the total daily work time is less than three and one-half (3 ½) hours.

92. During the relevant time period, Defendants required Plaintiff and other class members to work four (4) or more hours without authorizing or permitting a ten (10) minute rest period per each four (4) hour period worked.

93. During the relevant time period, Plaintiff and the other class members' rest periods were missed, shortened, late, and/or interrupted because Defendants required them to remain on the premises during rest periods and to perform work duties including, but not limited to, tasks related to donning and doffing protective gear and responding to supervisors via calls and text messages providing job-related directives, and Defendants failed to authorize or permit Plaintiff and the other class members or failed to relinquish control over Plaintiff and the other class members' activities in order to take full, uninterrupted, off-duty rest periods for every shift lasting three and one-half (3½) to six (6) hours and/or two full, uninterrupted, off-duty rest periods for every shift lasting six (6) to ten (10) hours, and/or three full, uninterrupted, off-duty rest periods for every shift lasting ten (10) to fourteen (14) hours and failed to make a good faith effort to authorize, permit, and provide such rest breaks in the middle of each work period.

94. During the relevant time period, Defendants willfully required Plaintiff and the other class members to work during rest periods and failed to pay Plaintiff and the other class members the full rest period premium for work performed during rest periods. For example, throughout their employment with Defendants, although Plaintiff were not authorized and permitted to take full, uninterrupted, off-duty rest periods for each four hours worked, or major fraction thereof, they were not provided with rest period premium payments.

95. During the relevant time period, Defendants failed to pay Plaintiff and the other class members the full rest period premium due pursuant to California Labor Code section 226.7.

96. During the relevant time period, Defendants failed to use earned commissions/non-discretionary bonuses/non-discretionary performance pay/non-discretionary shift differentials/non-discretionary incentive pay to calculate the regular rate of pay used to calculate the premium for a missed, late, short, or interrupted rest period where Plaintiff's and the other class members' rest periods were missed, late, short, or interrupted.

97. Defendants' conduct violates applicable IWC Wage Orders and California Labor Code section 226.7.

98. Pursuant to the applicable IWC Wage Orders and California Labor Code section 226.7(c), Plaintiff and the other class members are entitled to recover from Defendants one

1 additional hour of pay at the employees' regular hourly rate of compensation for each work day
2 that the rest period was not provided.

3 **FOURTH CAUSE OF ACTION**

4 **(Violation of California Labor Code §§ 1194, 1197, and 1197.1)**

5 **(Against GOODFELLOW BROS. CALIFORNIA, LLC, GOODFELLOW BROS. LLC,**
6 **and DOES 1 through 100)**

7 99. Plaintiff incorporates by reference the allegations contained in paragraphs 1
8 through 98, and each and every part thereof with the same force and effect as though fully set
9 forth herein.

10 100. At all relevant times, California Labor Code sections 1194, 1197, and 1197.1
11 provide that the minimum wage to be paid to employees, and the payment of a lesser wage than
12 the minimum so fixed is unlawful.

13 101. During the relevant time period, Defendants failed to pay wages, including, *inter*
14 *alia*, minimum wages, regular wages, overtime wages, vacation wages, sick time pay, meal and
15 rest premiums, and reporting time pay, to Plaintiff and the other class members as required,
16 pursuant to California Labor Code sections 1194, 1197, and 1197.1. Defendants' failure to pay
17 wages included, *inter alia*, Defendants' effective payment of zero dollars per hour for hours
18 Plaintiff and the other class members worked off-the-clock performing work duties, including,
19 but not limited to, tasks related to donning and doffing protective gear and responding to
20 supervisors via calls and text messages providing job-related directives, and Defendants' failing
21 to pay reporting time wages, vacation pay, and sick time pay. Plaintiff spent time performing
22 work duties off-the-clock throughout their employment with Defendants.

23 102. Defendants' failure to pay Plaintiff and the other class members wages as required
24 violates California Labor Code sections 1194, 1197, and 1197.1. Pursuant to those sections,
25 Plaintiff and the other class members are entitled to recover the unpaid balance of their minimum
26 wage compensation as well as interest, costs, and attorney's fees, and liquidated damages in an
27 amount equal to the wages unlawfully unpaid and interest thereon.

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103. Pursuant to California Labor Code section 1197.1, Plaintiff and the other class members are entitled to recover a penalty of \$100.00 for the initial failure to timely pay each employee minimum wages, and \$250.00 for each subsequent failure to pay each employee minimum wages.

104. Pursuant to California Labor Code section 1194.2, Plaintiff and the other class members are entitled to recover liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon.

FIFTH CAUSE OF ACTION

(Violation of California Labor Code §§ 201, 202, and 203)

**(Against GOODFELLOW BROS. CALIFORNIA, LLC, GOODFELLOW BROS. LLC,
and DOES 1 through 100)**

105. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 104, and each and every part thereof with the same force and effect as though fully set forth herein.

106. At all relevant times herein set forth, California Labor Code sections 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and if an employee quits his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours' notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.

107. During the relevant time period, Defendants intentionally and willfully failed to pay Plaintiff and the other class members who are no longer employed by Defendants their wages, earned and unpaid, within seventy-two (72) hours of their leaving Defendants' employ. Plaintiff and other class members were not paid at the time of their discharge wages earned and unpaid throughout their employment, including but not limited to, unpaid wages for time worked off-the-clock to perform work duties, unpaid reporting time pay, unpaid sick time pay, unpaid vacation pay, and unpaid meal and rest period premium payments.

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109. Defendants' failure to pay Plaintiff and the other class members who are no longer employed by Defendants' their wages, earned and unpaid, within seventy-two (72) hours of their leaving Defendants' employ, is in violation of California Labor Code sections 201 and 202.

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

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

(Violation of California Labor Code § 204)

(Against GOODFELLOW BROS. CALIFORNIA, LLC, GOODFELLOW BROS. LLC,
and DOES 1 through 100)

112. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 111, and each and every part thereof with the same force and effect as though fully set forth herein.

113. At all times herein set forth, California Labor Code section 204 provides that all wages earned by any person in any employment between the 1st and 15th days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 16th and the 26th day of the month during which the labor was performed.

114. At all times herein set forth, California Labor Code section 204 provides that all wages earned by any person in any employment between the 16th and the last day, inclusive, of

any calendar month, other than those wages due upon termination of an employee, are due and payable between the 1st and the 10th day of the following month.

115. At all times herein set forth, California Labor Code section 204 provides that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period.

116. During the relevant time period, Defendants intentionally and willfully failed to pay Plaintiff and the other class members all wages due to them, within any time period permissible under California Labor Code section 204.

117. Plaintiff and the other class members are entitled to recover all remedies available for violations of California Labor Code section 204.

SEVENTH CAUSE OF ACTION

(Violation of California Labor Code § 226(a))

(Against GOODFELLOW BROS. CALIFORNIA, LLC, GOODFELLOW BROS. LLC, and DOES 1 through 100)

118. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 117, and each and every part thereof with the same force and effect as though fully set forth herein.

119. At all material times set forth herein, California Labor Code section 226(a) provides that every employer shall furnish each of his or her employees an accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the employee, (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and his or her social security number, (8) the name and address of the legal entity that is the employer, and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee. The deductions made from payments of wages shall be recorded in ink or other indelible form, properly dated, showing the month, day, and

year, and a copy of the statement or a record of the deductions shall be kept on file by the employer for at least three years at the place of employment or at a central location within the State of California.

120. Defendants have intentionally and willfully failed to provide Plaintiff and the other class members with complete and accurate wage statements. The deficiencies include, but are not limited to: the failure to include the total number of hours worked by Plaintiff and the other class members, failure to include all wages due for reporting time pay, failure to list the correct overtime rates, and failure to list all meal and rest premiums owed. As the employer willfully requiring employees to report to work (and not putting them to work) and requiring employees to perform work off-the-clock, and failing to provide, authorize, and/or permit compliant meal and rest periods or to pay all premium wages owed for such failure, Defendants had the information necessary to provide wage statements that accurately reflected the total number of hours actually worked and the actual gross and net wages earned, yet failed to do so on a systematic basis and instead provided wage statements that did not reflect the time worked or all wages and other compensation earned.

121. As a result of Defendants' violation of California Labor Code section 226(a), Plaintiff and the other class members have suffered injury and damage to their statutorily-protected rights. Because Plaintiff and the other class members' wage statements did not reflect the accurate number of hours worked, Plaintiff and the other class members were unable to determine the total amount of hours they worked, were unable to determine the total amount of compensation they were owed, and were unable to verify they were paid the proper amount. In order to determine how much Plaintiff and the other class members should have been paid, Plaintiff and the other class members would have had to engage in discovery and mathematical computations in order to reconstruct the missing information.

122. More specifically, Plaintiff and the other class members have been injured by Defendants' intentional and willful violation of California Labor Code section 226(a) because they were denied both their legal right to receive, and their protected interest in receiving, accurate and itemized wage statements pursuant to California Labor Code section 226(a).

123. Plaintiff and the other class members are entitled to recover from Defendants the greater of their actual damages caused by Defendants' failure to comply with California Labor Code section 226(a), or an aggregate penalty not exceeding four thousand dollars per employee. Because Plaintiff and the other class members' wage statements did not reflect the accurate number of hours worked or wages earned, Plaintiff and the other class members were unable to determine the total amount they were owed, and were unable to verify whether they were paid the proper amount. In order to determine how much Plaintiff and the other class members should have been paid, Plaintiffs and the other class members would have had to engage in discovery and mathematical computations in order to reconstruct the missing information.

124. Plaintiff and the other class members are also entitled to injunctive relief to ensure compliance with this section, pursuant to California Labor Code section 226(h).

EIGHTH CAUSE OF ACTION

(Violation of California Labor Code § 1174(d))

**(Against GOODFELLOW BROS. CALIFORNIA, LLC, GOODFELLOW BROS. LLC,
and DOES 1 through 100)**

125. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 124, and each and every part thereof with the same force and effect as though fully set forth herein.

126. Pursuant to California Labor Code section 1174(d), an employer shall keep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments. These records shall be kept in accordance with rules established for this purpose by the commission, but in any case shall be kept on file for not less than two years.

127. Defendants have intentionally and willfully failed to keep accurate and complete payroll records showing the hours worked daily and the wages paid, to Plaintiff and the other class members.

128. As a result of Defendants' violation of California Labor Code section 1174(d), Plaintiff and the other class members have suffered injury and damage to their statutorily-protected rights.

129. More specifically, Plaintiff and the other class members have been injured by Defendants' intentional and willful violation of California Labor Code section 1174(d) because they were denied both their legal right and protected interest, in having available, accurate and complete payroll records pursuant to California Labor Code section 1174(d).

NINTH CAUSE OF ACTION

(Violation of California Labor Code §§ 2800 and 2802)

**(Against GOODFELLOW BROS. CALIFORNIA, LLC, GOODFELLOW BROS. LLC,
and DOES 1 through 100)**

130. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 129, and each and every part thereof with the same force and effect as though fully set forth herein.

131. Pursuant to California Labor Code sections 2800 and 2802, an employer must reimburse its employee for all necessary expenditures incurred by the employee in direct consequence of the discharge of his or her job duties or in direct consequence of his or her obedience to the directions of the employer.

132. Pursuant to California Labor Code section 2804, "[a]ny contract or agreement, express or implied, made by any employee to waive the benefits of this article or any part thereof, is null and void, and this article shall not deprive any employee or his personal representative of any right or remedy to which he is entitled under the laws of this State."

133. Plaintiff and the other class members incurred necessary business-related expenses and costs that were not fully reimbursed by Defendants, including, but not limited to, the cost of purchasing, maintaining, using, replacing, and/or repairing personal cell phones for work-related purposes.

134. Defendants have intentionally and willfully failed to reimburse Plaintiff and the other class members for all necessary business-related expenses and costs.

135. Plaintiff and the other class members are entitled to recover from Defendants their business-related expenses and costs incurred during the course and scope of their employment, plus interest accrued from the date on which the employee incurred the necessary expenditures at the same rate as judgments in civil actions in the State of California.

TENTH CAUSE OF ACTION

(Violation of California Business & Professions Code §§ 17200, et seq.)
(Against GOODFELLOW BROS. CALIFORNIA, LLC, GOODFELLOW BROS. LLC,
and DOES 1 through 100)

136. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 135, and each and every part thereof with the same force and effect as though fully set forth herein.

137. Defendants' conduct, as alleged herein, has been, and continues to be, unfair, unlawful and harmful to Plaintiff, other class members, to the general public, and Defendants' competitors. Accordingly, Plaintiff seek to enforce important rights affecting the public interest within the meaning of Code of Civil Procedure section 1021.5.

138. Defendants' activities as alleged herein are violations of California law, and constitute unlawful business acts and practices in violation of California Business & Professions Code section 17200, et seq.

139. A violation of California Business & Professions Code section 17200, et seq. may be predicated on the violation of any state or federal law. In this instant case, Defendants' policies and practices of requiring employees, including Plaintiff and the other class members, to work overtime without paying them proper compensation violate California Labor Code sections 510 and 1198. Additionally, Defendants' policies and practices of requiring employees, including Plaintiff and the other class members, to work through their meal and rest periods without paying them proper compensation violate California Labor Code sections 226.7 and 512(a). Defendants' policies and practices of failing to pay wages (including, *inter alia*, regular, overtime, vacation pay, sick time pay, and reporting time wages) required by the law violate California Labor Code sections 227.3, 246, 1194, 1197, and 1197.1. Moreover, Defendants'

1 policies and practices of failing to timely pay wages to Plaintiff and the other class members
2 upon termination and during employment violate California Labor Code sections 201, 202 and
3 204. Defendants' failure to provide compliant wage statements, maintain requisite payroll
4 records, provide a day of rest in a seven day workweek, and reimburse business expenses also
5 violated California Labor Code sections 226(a), 551, 552, 1174(d), 2800 and 2802.

6 140. As a result of the herein described violations of California law, Defendants
7 unlawfully gained an unfair advantage over other businesses.

8 141. Plaintiff and the other class members have been personally injured by Defendants'
9 unlawful business acts and practices as alleged herein, including but not necessarily limited to
10 the loss of money and/or property.

11 142. Pursuant to California Business & Professions Code section 17200, et seq.,
12 Plaintiff and the other class members are entitled to restitution of the wages withheld and retained
13 by Defendants during a period that commences four years preceding the filing of this Complaint;
14 an award of attorneys' fees pursuant to California Code of Civil procedure section 1021.5 and
15 other applicable laws; and an award of costs.

16 **ELEVENTH CAUSE OF ACTION**

17 **(Violation of California Labor Code § 2698, et seq.)**

18 **(Against GOODFELLOW BROS. CALIFORNIA, LLC, GOODFELLOW BROS. LLC,**
19 **and DOES 1 through 100)**

20 143. Plaintiff incorporates by reference the allegations contained in paragraphs 1
21 through 12 and 18 through 135, and each and every part thereof with the same force and effect
22 as though fully set forth herein.

23 144. PAGA expressly establishes that any provision of the California Labor Code
24 which provides for a civil penalty to be assessed and collected by the LWDA, or any of its
25 departments, divisions, commissions, boards, agencies or employees for a violation of the
26 California Labor Code, may be recovered through a civil action brought by an aggrieved
27 employee on behalf of himself or herself, and other current or former employees.

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1 145. Whenever the LWDA, or any of its departments, divisions, commissions, boards,
2 agencies, or employees has discretion to assess a civil penalty, a court in a civil action is
3 authorized to exercise the same discretion, subject to the same limitations and conditions, to
4 assess a civil penalty.

5 146. Plaintiff and the other hourly-paid or non-exempt employees and/or salaried, on-
6 site employees misclassified as “exempt” are “aggrieved employees” as defined by California
7 Labor Code section 2699(c) in that they are all current or former employees of Defendants, and
8 one or more of the alleged violations was committed against them.

9 **Failure to Pay Overtime**

10 147. Defendants’ failure to pay legally required overtime wages to Plaintiff and the
11 other aggrieved employees is in violation of the applicable IWC Wage Orders and constitutes
12 unlawful or unfair activity prohibited by California Labor Code sections 510 and 1198.

13 **Failure to Provide Meal Periods**

14 148. Defendants’ failure to provide legally required meal periods to Plaintiff and the
15 other aggrieved employees is in violation of the applicable IWC Wage Orders and constitutes
16 unlawful or unfair activity prohibited by California Labor Code sections 226.7 and 512(a).

17 **Failure to Provide Rest Periods**

18 149. Defendants’ failure to provide legally required rest periods to Plaintiff and the
19 other aggrieved employees is in violation of the applicable IWC Wage Orders and constitutes
20 unlawful or unfair activity prohibited by California Labor Code section 226.7.

21 **Failure to Pay Wages (Including, *Inter Alia*, Minimum Wages)**

22 150. Defendants’ failure to pay wages (including regular, minimum, overtime,
23 reporting time, sick time, vacation time, and premium wages) and all compensation due to
24 Plaintiffs and the other aggrieved employees is in violation of the IWC Wage Orders and
25 constitutes a violation of California Labor Code sections 227.3, 246, 1194, 1197, 1197.1, and
26 1198.

27 **Failure to Provide a Day of Rest**

28 151. Defendants’ failure to provide a day of rest as required by California Labor Code

sections 551 and 552, as alleged above, constitutes unlawful and/or unfair activity prohibited by California Labor Code sections 551 and 552.

Failure to Pay Reporting Time Pay

152. Defendants' failure to pay reporting time pay in violation of the IWC Wage Orders and California Labor Code section 1198, as alleged above, constitutes unlawful or unfair activity prohibited by IWC Wage Orders and by California Labor Code section 1198.

Failure to Timely Pay Wages Upon Termination

153. Defendants' failure to timely pay wages to Plaintiff and the other aggrieved employees upon termination in accordance with Labor Code sections 201 and 202 constitutes unlawful and/or unfair activity prohibited by California Labor Code sections 201 and 202.

Failure to Timely Pay Wages During Employment

154. Defendants' failure to timely pay wages to Plaintiff and the other aggrieved employees during employment in accordance with Labor Code section 204 constitutes unlawful and/or unfair activity prohibited by California Labor Code section 204.

Failure to Provide Complete and Accurate Wage Statements

155. Defendants' failure to provide complete and accurate wage statements to Plaintiff and the other aggrieved employees in accordance with Labor Code section 226(a) constitutes unlawful and/or unfair activity prohibited by California Labor Code section 226(a).

Failure to Keep Complete and Accurate Payroll Records

156. Defendants' failure to keep complete and accurate payroll records relating to Plaintiff and the other aggrieved employees in accordance with California Labor Code section 1174(d) constitutes unlawful and/or unfair activity prohibited by California Labor Code section 1174(d).

Failure to Pay Sick Time Pay

157. Defendants' failure to pay sick time pay to Plaintiff and the other aggrieved employees is in violation of California Labor Code sections 246, 558, and 1198.

Failure to Reimburse Necessary Business-Related Expenses and Costs

158. Defendants' failure to reimburse Plaintiff and the other aggrieved employees for

necessary business-related expenses and costs, in accordance with California Labor Code sections 2800 and 2802 and IWC Wage Orders constitutes unlawful and/or unfair activity prohibited by California Labor Code sections 2800 and 2802 and IWC Wage Orders.

159. Pursuant to California Labor Code section 2699, Plaintiff, individually, and on behalf of all aggrieved employees, requests and is entitled to recover from Defendants and each of them, attorneys' fees and costs pursuant to California Labor Code section 218.5, as well as all penalties pursuant to PAGA against Defendants, and each of them, including but not limited to:

- a. Penalties under California Labor Code section 2699 in the amount of a 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;
- b. Penalties under California Code of Regulations Title 8 section 11010, et seq. in the amount of fifty dollars (\$50) for each aggrieved employee per pay period for the initial violation, and one hundred dollars (\$100) for each aggrieved employee per pay period for each subsequent violation;
- c. Penalties under California Labor Code section 210 in addition to, and entirely independent and apart from, any other penalty provided in the California Labor Code in the amount of a 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; and
- d. Any and all additional penalties and sums as provided by the California Labor Code and/or other statutes.

160. Pursuant to California Labor Code section 2699(i), civil penalties recovered by aggrieved employees shall be distributed as follows: seventy-five percent (75%) to the Labor and Workforce Development Agency for the enforcement of labor laws and education of employers and employees about their rights and responsibilities and twenty-five percent (25%) to the aggrieved employees.

1 161. Further, Plaintiff is entitled to seek and recover reasonable attorneys' fees and
2 costs pursuant to California Labor Code sections 210, 218.5 and 2699 and any other applicable
3 statute.

4 **DEMAND FOR JURY TRIAL**

5 Plaintiff, individually, and on behalf of other members of the general public similarly
6 situated, and on behalf of other aggrieved employees pursuant to the California Private Attorneys
7 General Act, requests a trial by jury.

8 **PRAYER FOR RELIEF**

9 WHEREFORE, Plaintiff, individually, and on behalf of other members of the general
10 public similarly situated, and on behalf of other aggrieved employees pursuant to the California
11 Private Attorneys General Act, pray for relief and judgment against Defendants, jointly and
12 severally, as follows:

13 **Class Certification**

14 1. That this action be certified as a class action;
15 2. That Plaintiff be appointed as the representative of the Class;
16 3. That counsel for Plaintiff be appointed as Class Counsel; and
17 4. That Defendants provide to Class Counsel immediately the names and most
18 current/last known contact information (address, e-mail and telephone numbers) of all class
19 members.

20 **As to the First Cause of Action**

21 5. That the Court declare, adjudge and decree that Defendants violated California
22 Labor Code sections 510 and 1198 and applicable IWC Wage Orders by willfully failing to pay
23 all overtime wages due to Plaintiff and the other class members;

24 6. For general unpaid wages at overtime wage rates and such general and special
25 damages as may be appropriate;

26 7. For pre-judgment interest on any unpaid overtime compensation commencing
27 from the date such amounts were due;

28 8. For reasonable attorneys' fees and costs of suit incurred herein pursuant to

California Labor Code section 1194; and

9. For such other and further relief as the Court may deem just and proper.

As to the Second Cause of Action

10. That the Court declare, adjudge and decree that Defendants violated California Labor Code sections 226.7 and 512 and applicable IWC Wage Orders by willfully failing to provide all meal periods (including second meal periods) to Plaintiff and the other class members;

11. That the Court make an award to Plaintiff and the other class members of one (1) hour of pay at each employee's regular rate of compensation for each workday that a meal period was not provided;

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

13. For premium wages pursuant to California Labor Code section 226.7(c);

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

15. For reasonable attorneys' fees and costs of suit incurred herein; and

16. For such other and further relief as the Court may deem just and proper.

As to the Third Cause of Action

17. That the Court declare, adjudge and decree that Defendants violated California Labor Code section 226.7 and applicable IWC Wage Orders by willfully failing to provide all rest periods to Plaintiff and the other class members;

18. That the Court make an award to Plaintiff and the other class members of one (1) hour of pay at each employee's regular rate of compensation for each workday that a rest period was not provided;

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

20. For premium wages pursuant to California Labor Code section 226.7(c);

21. For pre-judgment interest on any unpaid wages from the date such amounts were

1 due; and

2 22. For such other and further relief as the Court may deem just and proper.

3 **As to the Fourth Cause of Action**

4 23. That the Court declare, adjudge and decree that Defendants violated California
5 Labor Code sections 1194, 1197, and 1197.1 by willfully failing to pay minimum wages to
6 Plaintiff and the other class members;

7 24. For general unpaid wages and such general and special damages as may be
8 appropriate;

9 25. For statutory wage penalties pursuant to California Labor Code section 1197.1 for
10 Plaintiff and the other class members in the amount as may be established according to proof at
11 trial;

12 26. For pre-judgment interest on any unpaid compensation from the date such
13 amounts were due;

14 27. For reasonable attorneys' fees and costs of suit incurred herein pursuant to
15 California Labor Code section 1194(a);

16 28. For liquidated damages pursuant to California Labor Code section 1194.2; and

17 29. For such other and further relief as the Court may deem just and proper.

18 **As to the Fifth Cause of Action**

19 30. That the Court declare, adjudge and decree that Defendants violated California
20 Labor Code sections 201, 202, and 203 by willfully failing to pay all compensation owed at the
21 time of termination of the employment of Plaintiff and the other class members no longer
22 employed by Defendants;

23 31. For all actual, consequential, and incidental losses and damages, according to
24 proof;

25 32. For statutory wage penalties pursuant to California Labor Code section 203 for
26 Plaintiff and the other class members who have left Defendants' employ;

27 33. For pre-judgment interest on any unpaid compensation from the date such
28 amounts were due; and

1 34. For such other and further relief as the Court may deem just and proper.

2 **As to the Sixth Cause of Action**

3 35. That the Court declare, adjudge and decree that Defendants violated California
4 Labor Code section 204 by willfully failing to pay all compensation owed at the time required
5 by California Labor Code section 204 to Plaintiff and the other class members;

6 36. For all actual, consequential, and incidental losses and damages, according to
7 proof;

8 37. For pre-judgment interest on any unpaid compensation from the date such
9 amounts were due; and

10 38. For such other and further relief as the Court may deem just and proper.

11 **As to the Seventh Cause of Action**

12 39. That the Court declare, adjudge and decree that Defendants violated the record
13 keeping provisions of California Labor Code section 226(a) and applicable IWC Wage Orders
14 as to Plaintiff and the other class members, and willfully failed to provide accurate itemized
15 wage statements thereto;

16 40. For actual, consequential and incidental losses and damages, according to proof;

17 41. For statutory penalties pursuant to California Labor Code section 226(e);

18 42. For injunctive relief to ensure compliance with this section, pursuant to California
19 Labor Code section 226(h); and

20 43. For such other and further relief as the Court may deem just and proper.

21 **As to the Eighth Cause of Action**

22 44. That the Court declare, adjudge and decree that Defendants violated California
23 Labor Code section 1174(d) by willfully failing to keep accurate and complete payroll records
24 for Plaintiff and the other class members as required by California Labor Code section 1174(d);

25 45. For actual, consequential and incidental losses and damages, according to proof;

26 46. For statutory penalties pursuant to California Labor Code section 1174.5; and

27 47. For such other and further relief as the Court may deem just and proper.

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As to the Ninth Cause of Action

48. That the Court declare, adjudge and decree that Defendants violated California Labor Code sections 2800 and 2802 by willfully failing to reimburse Plaintiff and the other class members for all necessary business-related expenses as required by California Labor Code sections 2800 and 2802

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

50. For the imposition of civil penalties and/or statutory penalties;

51. For reasonable attorneys' fees and costs of suit incurred herein; and

52. For such other and further relief as the Court may deem just and proper.

As to the Tenth Cause of Action

53. That the Court decree, adjudge and decree that Defendants violated California Business and Professions Code sections 17200, et seq. by failing to provide Plaintiff and the other class members all overtime compensation due to them, failing to provide all meal and rest periods to Plaintiff and the other class members, failing to pay all wages due to Plaintiff and the other class members, including sick time pay, vacation pay, and reporting time pay, failing to provide compliant wage statements, failing to maintain requisite payroll records, failing to reimburse business expenses, and failing to pay Plaintiff's and the other class members' wages timely as required by California Labor Code section 201, 202 and 204, failing to provide a day of rest as required by California Labor Code sections 551 and 552, and by violating California Labor Code sections 226(a), 1174(d), 2800 and 2802.

54. For restitution of unpaid wages to Plaintiff and all the other class members and all pre-judgment interest from the day such amounts were due and payable;

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

56. For reasonable attorneys' fees and costs of suit incurred herein pursuant to California Code of Civil Procedure section 1021.5;

57. For injunctive relief to ensure compliance with this section, pursuant to California Business and Professions Code sections 17200, et seq.; and

58. For such other and further relief as the Court may deem just and proper.

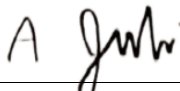
As to the Eleventh Cause of Action

59. For civil penalties and wages pursuant to California Labor Code sections 2699(a), (f), and (g), costs/expenses, and attorneys' fees for violation of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 227.3, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802, and IWC Wage Orders, including, *inter alia*, Wage Order Nos. 4-2001 and 16-2001; and

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

DATED: February 2, 2026

LAWYERS for JUSTICE, PC

By: 
Ryan Slinger
Alborz Javaheri
Attorneys for Plaintiff