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DEON-DRA HARRIS, JONATHAN
ANDRADE ALONZO, and OMAR SOTO
individually and on behalf of other persons
similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE SAN BERNARDINO SUPERIOR COURT

DEON-DRA HARRIS, JONATHAN
ANDRADE ALONZO, and OMAR SOTO,
individually, and on behalf of other persons
similarly situated,

Plaintiff,

vs.

HULCHER SERVICES, INC., a Delaware
corporation; and DOES 1 through 50,
inclusive,

Defendants.

ELECTRONICALLY FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO
SAN BERNARDINO DISTRICT
10/25/2024 10:18 AM
By: Mariah Mora, DEPUTY

Case No.: CIVSB2331186

FIRST AMENDED COMPLAINT:

1. Failure to Provide Required Meal Periods;
2. Failure to Provide Required Rest Periods;
3. Failure to Pay Overtime Wages;
4. Failure to Pay Minimum Wages;
5. Failure to Pay All Wages Due to Discharged and Quitting Employees;
6. Failure to Maintain Required Records;
7. Failure to Furnish Accurate Itemized Wage Statements;
8. Failure to Indemnify Employees for Necessary Expenditures Incurred in Discharge of Duties;
9. Unfair and Unlawful Business Practices

REPRESENTATIVE ACTION:

10. Penalties under the Labor Code Private Attorneys General Act, as Representative Action.

DEMAND FOR JURY TRIAL

1 Plaintiffs DEON-DRA HARRIS, JONATHAN ANDRADE ALONZO, and OMAR
2 SOTO (“PLAINTIFFS”), an individual, demanding a jury trial, on behalf of themselves and other
3 persons similarly situated and aggrieved, hereby alleges as follows:

4 **INTRODUCTION**

5 1. PLAINTIFFS bring this action on behalf of themselves and all other similarly-
6 situated current and former non-exempt employees of Defendants, HULCHER SERVICES, INC.,
7 (“HULCHER SERVICES”) and DOES 1 through 50 inclusive (collectively, “DEFENDANTS”)
8 in the State of California during the relevant statutory period to recover penalties arising from
9 DEFENDANTS’ failure to provide employees meal and rest periods (or compensation therefore)
10 as required under California law, failure to provide minimum and overtimes wages for all hours
11 worked, failure to timely pay wages during employment, failure to pay wages due upon
12 separation, failure to maintain required records, failure to provide accurate itemized wage
13 statements, and failure to indemnify employees for necessary expenditures and/or losses incurred
14 the discharge of their duties. PLAINTIFFS also seeks penalties, interest, attorneys’ fees, costs
15 and expenses, and equitable, restitutionary and injunctive relief.

16 **JURISDICTION AND VENUE**

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

21 3. Venue is proper in this judicial district and the County of San Bernardino,
22 California because DEFENDANT maintains offices and facilities and transacts business in the
23 County of San Bernardino, and DEFENDANT’s illegal policies and practices which are the
24 subject of this action were applied, at least in part, to PLAINTIFFS and other persons similarly
25 situated in the County of San Bernardino.

26 **PLAINTIFFS**

27 4. PLAINTIFF DEON-DRA HARRIS is a citizen and resident of the State of
28 California. On or about October 2, 2019, PLAINTIFF began working as a laborer at HULCHER

SERVICES, INC., (“HULCHER” or “DEFENDANT”) a railroad company in San Bernardino, California. PLAINTIFF DEON-DRA HARRIS was forced to resign on or about April 3, 2023, but at all times material to this complaint was employed by DEFENDANTS in the State of California as a non-exempt employee.

5. PLAINTIFF JONATHAN ANDRADE ALONZO is a resident and citizen of the State of California. He was employed by DEFENDANT in San Bernardino, California from approximately January 2022 to May 2023.

6. PLAINTIFF OMAR SOTO is a resident and citizen of the State of California. He was employed by DEFENDANT in San Bernardino, California from October 24, 2022 to April 19, 2024.

7. PLAINTIFFS bring this action on behalf of themselves and the following similarly situated class of individuals (“CLASS MEMBERS”): all current and former non-exempt employees of DEFENDANT in the State of California at any time within the period beginning four (4) years prior to the filing of this action and ending at the time this action settles or proceeds to final judgment (the “CLASS PERIOD”). PLAINTIFFS reserve the right to name additional class representatives.

DEFENDANT

8. PLAINTIFFS are informed and believe, and thereon allege, that DEFENDANT HULCHER is, and at all times relevant hereto was, a Delaware Corporation. PLAINTIFFS are further informed and believe, and thereon allege, that HULCHER is authorized to and does conduct business in the State of California. Specifically, HULCHER maintains offices and facilities and conducts business in, and engages in illegal payroll practices or policies in the County of San Bernardino, State of California.

9. The true names and capacities of DOES 1 through 50, inclusive, are unknown to PLAINTIFFS at this time, and PLAINTIFFS therefore sue such DOE Defendants under fictitious names. PLAINTIFFS are informed and believe, and thereon allege, that each Defendant designated as a DOE is in some manner highly responsible for the occurrences alleged herein, and that PLAINTIFFS and other CLASS MEMBERS’ injuries and damages, as alleged herein, were

1 proximately caused by the conduct of such DOE Defendants. PLAINTIFFS will seek leave of the
2 court to amend this Complaint to allege their true names and capacities of such DOE Defendants
3 when ascertained.

4 10. At all relevant times herein, DEFENDANT was the joint employer of
5 PLAINTIFFS and other CLASS MEMBERS. PLAINTIFFS are informed and believe, and
6 thereon allege, that at all times material to this Complaint DEFENDANT was the alter egos,
7 divisions, affiliates, integrated enterprises, joint employers, subsidiaries, parents, principals,
8 related entities, co-conspirators, authorized agents, partners, joint venturers, and/or guarantors,
9 actual or ostensible, of each other. Each Defendant was completely dominated by his, her or its
10 co-Defendant, and each was the alter ego of the other.

11 11. At all relevant times herein, PLAINTIFFS and CLASS MEMBERS were
12 employed by DEFENDANT under employment agreements that were partly written, partly oral,
13 and partly implied. In perpetrating the acts and omissions alleged herein, DEFENDANT, and
14 each of them, acted pursuant to, and in furtherance of, their policies and practices of not paying
15 PLAINTIFFS and other CLASS MEMBERS all wages earned and due, through methods and
16 schemes which include, but are not limited to, failing to pay overtime premiums; failing to
17 provide rest and meal periods; failing to properly maintain records; failing to provide accurate
18 itemized statements for each pay period; failing to properly compensate PLAINTIFFS and
19 CLASS MEMBERS for necessary expenditures; and requiring, permitting or suffering the
20 employees to work off the clock, in violation of the California Labor Code and the applicable
21 Welfare Commission ("IWC") Orders.

22 12. PLAINTIFFS are informed and believe, and thereon allege, that each and every
23 one of the acts and omissions alleged herein were performed by, and/or attributable to, all
24 DEFENDANTS, each acting as agents and/or employees, and/or under the direction and control
25 of, each of the other DEFENDANTS, and that said acts and failures to act were within the course
26 and scope of said agency, employment and/or direction and control.

27 13. Pursuant to California Labor Code § 558.1, DEFENDANTS and any person acting
28 on behalf of any of the DEFENDANTS, are liable for violating, or causing to violate, any

1 provision regulating minimum wages or hours and days of work in any order of the Industrial
2 Welfare Commission, or Labor Code §§ 203, 226, 226.7, 1193.6, 1994, or 2802.

3 14. As a direct and proximate result of the unlawful actions of DEFENDANTS,
4 PLAINTIFFS and CLASS MEMBERS have suffered, and continue to suffer, from loss of
5 earnings in amounts as yet unascertained, but subject to proof at trial, and within the jurisdiction
6 of this Court.

7 **FACTUAL ALLEGATIONS**

8 15. Throughout PLAINTIFFS' employment, PLAINTIFFS and other similarly situated
9 and aggrieved employees were denied off-duty, uninterrupted meal and rest breaks.
10 PLAINTIFFS and other similarly situated aggrieved employees were given short meal breaks
11 late (after the fifth hour of work for the first meal period), had their meal breaks interrupted,
12 and/or were denied their meal breaks entirely.

13 16. Similarly, DEFENDANT consistently failed to authorize and permit PLAINTIFFS
14 and other similarly situated and aggrieved employees off-duty rest breaks, including failing to
15 authorize and permit PLAINTIFFS and other similarly situated aggrieved employees to take rest
16 breaks in the middle of each work period insofar as practicable.

17 17. DEFENDANT did not compensate PLAINTIFFS and other similarly situated and
18 aggrieved employees for their missed meal and rest breaks.

19 18. Further, PLAINTIFFS and other similarly situated and aggrieved employees often
20 worked either more than 8 hours per day and/or more than 40 hours per week, but
21 DEFENDANT did not compensate them for their overtime work.

22 19. PLAINTIFFS are informed and believe, and thereon allege, that DEFENDANT
23 frequently provided non-compliant, inaccurate wage statements and failed to properly maintain
24 records for PLAINTIFF and other similarly situated and aggrieved employees as a result of these
25 unlawful practices. Moreover, DEFENDANT did not timely pay PLAINTIFF and other similarly
26 situated and aggrieved employees for all hours worked when it failed to pay for the missed meal
27 and rest break periods, overtime wages, and/or for forcing PLAINTIFF and other similarly
28 situated and aggrieved employees to work off-the-clock without pay.

1 **CLASS ACTION ALLEGATIONS**

2 20. This action is appropriately suited for a Class Action because:

3 a. The potential class is a significant number. Joinder of all current and
4 former employees individually would be impractical.

5 b. This action involves common questions of law and fact to the potential
6 class because the action focuses on DEFENDANT'S systematic course of illegal payroll practices
7 and policies, which was applied to all non-exempt employees in violation of the Labor Code, the
8 applicable IWC Wage Order, and the Business and Professions Code which prohibits unfair
9 business practices arising from such violations.

10 c. PLAINTIFFS' claims are typical of the class because DEFENDANT
11 subjected all non-exempt employees to identical violations of the Labor Code, the applicable
12 IWC wage order, and the Business and Professions Code.

13 d. PLAINTIFFS will fairly and adequately protect the interest of all CLASS
14 MEMBERS because it is in his best interests to prosecute the claims alleged herein to obtain full
15 compensation due to them for all services rendered and hours worked.

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

18 **FIRST CAUSE OF ACTION**

19 **Failure to Provide Required Meal Periods**

20 **[Cal. Labor Code §§ 226.7, 510, 512, 1194, 1197; IWC Wage Order No. 5-2001, § 11]**

21 **(Against all DEFENDANTS)**

22 21. PLAINTIFFS incorporate herein by specific reference, as though fully set forth,
23 the factual allegations in the foregoing paragraphs.

24 22. During the CLASS PERIOD, as part of DEFENDANT'S illegal policies and
25 practices to deprive their current and former non-exempt employees all wages earned and due,
26 DEFENDANT required, suffered or permitted PLAINTIFFS and CLASS MEMBERS to take less
27 than the 30-minute meal period, or to work through them, and have failed to otherwise provide
28 the required meal periods to PLAINTIFFS and CLASS MEMBERS pursuant to Labor Code §§

1 226.7 and 512 and IWC Order No. 5-2001, § 11.

2 23. DEFENDANTS further violated Labor Code §§ 226.7 and 512 and IWC Wage
3 Order No. 5-2001, §11 by failing to compensate PLAINTIFFS and CLASS MEMBERS who
4 were not provided with a meal period, in accordance with the applicable IWC Wage Order, one
5 additional hour of compensation at each employee's regular rate of pay for each workday that a
6 meal period was not provided.

7 24. DEFENDANTS further violated California Labor Code §§ 226.7, 510, 1194,
8 1197, and IWC Wage Order No. 5-2001 by failing to compensate PLAINTIFFS and CLASS
9 MEMBERS for all hours worked during their meal periods.

10 25. As a proximate result of the aforementioned violations, PLAINTIFFS and CLASS
11 MEMBERS have been damaged in an amount according to proof at trial, and seek all wages
12 earned and due, interest, penalties, expenses, and costs of suit.

13 **SECOND CAUSE OF ACTION**

14 **Failure to Provide Required Rest Periods**

15 **[Cal. Labor Code §§ 226.7, 512; IWC Wage Order No. 5-2001, § 12]**

16 **(Against all DEFENDANTS)**

17 26. PLAINTIFFS incorporate herein by specific reference, as though fully set forth,
18 the factual allegations in the foregoing paragraphs.

19 27. At all times relevant herein, as part of DEFENDANT'S illegal policies and
20 practices to deprive their current and former non-exempt employees all wages earned and due,
21 DEFENDANTS failed to provide rest periods to PLAINTIFFS and CLASS MEMBERS as
22 required under Labor Code § 226.7 and 512, and IWC Wage Order No. 5-2001, § 12.

23 28. DEFENDANTS further violated Labor Code § 226.7 and IWC Wage Order No. 5-
24 2001, § 12 by failing to pay PLAINTIFFS and CLASS MEMBERS who were not provided with
25 a rest period, in accordance with the applicable IWC Wage Order, one additional hour of
26 compensation at each employee's regular rate of pay for each workday that a rest period was not
27 provided.

28 ///

1 29. As a proximate result of the aforementioned violations, PLAINTIFFS and CLASS
2 MEMBERS have been damaged in an amount according to proof at trial, and seek all wages
3 earned and due, interest, penalties, expenses, and costs of suit.

4 **THIRD CAUSE OF ACTION**

5 **Failure to Pay Overtime Wages**

6 **[Cal. Labor Code §§ 510, 1194, 1198; IWC Wage Order No. 5-2001, § 3]**

7 **(Against all DEFENDANTS)**

8 30. PLAINTIFFS incorporate herein by specific reference, as though fully set forth,
9 the factual allegations in the foregoing paragraphs.

10 31. Pursuant to Labor Code §§ 510 and 1194 and IWC Wage Order No. 5-2001, § 3,
11 DEFENDANTS are required to compensate PLAINTIFFS and CLASS MEMBERS for all
12 overtime, which is calculated at one and one-half (1 ½) times the regular rate of pay for all hours
13 worked in excess of eight (8) hours per day and/or forty (40) hours per week, and for the first
14 eight (8) hours on the seventh consecutive workday, with double time for all hours worked in
15 excess of twelve (12) hours in any workday and for all hours worked in excess of eight (8) hours
16 on the seventh consecutive day of work in any workweek.

17 32. PLAINTIFFS and CLASS MEMBERS are current and former non-exempt
18 employees entitled to the protections of California Labor Code §§ 510 and 1194 and IWC Wage
19 Order No. 5-2001. During the CLASS PERIOD, DEFENDANT failed to compensate
20 PLAINTIFFS and CLASS MEMBERS for all overtime hours worked as required under the
21 foregoing provisions of the Labor Code and IWC Wage Order by, among other things: failing to
22 pay overtime at one and one-half (1 ½) or double the regular rate of pay as provided by Labor
23 Code §§ 510, 1194, and IWC Wage Order No. 5-2001, § 3; requiring, suffering or permitting
24 PLAINTIFFS and CLASS MEMBERS to work off the clock; requiring, permitting or suffering
25 PLAINTIFFS and CLASS MEMBERS to work through meal breaks; illegally and inaccurately
26 recording time in which PLAINTIFFS and CLASS MEMBERS worked; failing to properly
27 maintain PLAINTIFFS' and CLASS MEMBERS' records; failing to provide accurate itemized
28 wage statements to PLAINTIFFS for each pay period; and other methods to be discovered.

33. In violation of California law, DEFENDANTS have knowingly and willfully refused to perform their obligations to compensate PLAINTIFFS and CLASS MEMBERS for all wages earned and all hours worked. As a proximate result, PLAINTIFFS and CLASS MEMBERS have suffered, and continue to suffer, substantial losses related to the use and enjoyment of such wages, lost interest on such wages, and expenses and attorneys' fees in seeking to compel DEFENDANTS to fully perform their obligations under state law, all to their respective damages in amounts according to proof at time of trial, and within the jurisdiction of this Court.

34. DEFENDANTS' conduct described herein violates California Labor Code §§ 510, 1194, 1198 and IWC Wage Order No. 5-2001, § 3. Therefore, pursuant to California Labor Code §§ 200, 226, 558, 1194, 1197.1, and other applicable provisions under the California Labor Code and IWC Wage Orders, PLAINTIFFS and CLASS MEMBERS are entitled to recover the unpaid balance of wages owed to them by DEFENDANT, plus interest, penalties, attorneys' fees, expenses, and costs of suit.

FOURTH CAUSE OF ACTION

Failure to Pay Minimum Wages

[Cal Labor Code §§ 1194, 1197; IWC Wage Order No. 5-2001, § 4]

(Against all DEFENDANTS)

35. PLAINTIFFS incorporate herein by specific reference, as though fully set forth, the factual allegations in the foregoing paragraphs.

36. Pursuant to California Labor Code §§ 1194 and 1197 and IWC Wage Order No. 5-2001, § 4, payment to an employee of less than the applicable minimum wage for all hours worked in a payroll period is unlawful.

37. During the CLASS PERIOD and in violation of California Labor Code §§ 1194 and 1197 and IWC Wage Order No. 5-2001, § 4, DEFENDANT failed to pay PLAINTIFFS and CLASS MEMBERS the applicable minimum wages for all hours worked in a payroll period by, among other things: requiring, suffering or permitting PLAINTIFFS and CLASS MEMBERS to work off the clock; requiring, suffering or permitting PLAINTIFFS and CLASS MEMBERS to

1 work through meal and rest breaks; illegally and inaccurately recording time in which
2 PLAINTIFFS and CLASS MEMBERS worked; failing to properly maintain PLAINTIFFS' and
3 CLASS MEMBERS' records; failing to provide accurate itemized wage statements to
4 PLAINTIFFS and CLASS MEMBERS for each pay period; and other methods to be discovered.

5 38. DEFENDANTS' conduct described herein violates California Labor Code §§
6 1194, 1197, and IWC Wage Order No. 5-2001, § 4. As a proximate result of the aforementioned
7 violations, PLAINTIFFS and CLASS MEMBERS have been damaged in an amount according to
8 proof at trial. Therefore, pursuant to California Labor Code §§ 200, 226, 558, 1194, 1197.1, and
9 other applicable provisions under the Labor Code and IWC Wage Orders, PLAINTIFFS and
10 CLASS MEMBERS are entitled to recover the unpaid balance of wages owed to them by
11 DEFENDANT, plus interest, penalties, attorneys' fees, expenses, and costs of suit.

12 **FIFTH CAUSE OF ACTION**

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

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

15 **(Against all DEFENDANTS)**

16 39. PLAINTIFFS incorporate herein by specific reference, as though fully set forth,
17 the factual allegations in the foregoing paragraphs.

18 40. Pursuant to California Labor Code § 201, 202, and 203, DEFENDANT is required
19 to pay all earned and unpaid wages to an employee who is discharged. California Labor Code §
20 201 mandates that if an employer discharges an employee, the employee's wages accrued and
21 unpaid at the time of discharge are due and payable immediately.

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

26 42. California Labor Code § 203 provides that if an employer willfully fails to pay, in
27 accordance with California Labor Code §§ 201 and 202, any wages of an employee who is
28 discharged or who quits, the employer is liable for waiting time penalties in the form of continued

1 compensation to the employee at the same rate for up to 30 workdays.

2 43. During the CLASS PERIOD, DEFENDANT has willfully failed to pay accrued
3 wages and other compensation to PLAINTIFFS and CLASS MEMBERS in accordance with
4 California Labor Code §§ 201 and 202.

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

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

13 **SIXTH CAUSE OF ACTION**

14 **Failure to Maintain Required Records**

15 **[Cal. Labor Code §§ 226(a), 1174(d); IWC Wage Order No. 5-2001, § 7]**

16 **(Against all DEFENDANTS)**

17 46. PLAINTIFFS incorporate herein by specific reference, as though fully set forth,
18 the factual allegations in the foregoing paragraphs.

19 47. During the CLASS PERIOD, as part of DEFENDANTS' illegal payroll policies
20 and practices to deprive PLAINTIFFS and CLASS MEMBERS of all wages earned and due,
21 DEFENDANTS knowingly and intentionally failed to maintain records as required under Labor
22 Code §§ 226(a) and 1174(d) and IWC Wage Order No. 5-2001, § 7, including but not limited to
23 the following records: total daily hours worked by each employee; applicable rates of pay; all
24 deductions; meal periods; time records showing when each employee begins and ends each work
25 period; and accurate itemized statements.

26 48. As a proximate result of DEFENDANT's unlawful actions and omissions,
27 PLAINTIFFS and CLASS MEMBERS have been damaged in an amount according to proof at
28 trial, and are entitled to all wages earned and due, plus interest thereon. Additionally,

1 PLAINTIFFS and CLASS MEMBERS are entitled to all available statutory penalties, including
2 but not limited to civil penalties pursuant to California Labor Code §§ 226(e), 226.3, and 1174.5,
3 and an award of costs, expenses, and reasonable attorneys' fees, including but not limited to those
4 provided in California Labor Code § 226(e), as well as other available remedies.

5 **SEVENTH CAUSE OF ACTION**

6 **Failure to Furnish Accurate Itemized Wage Statements**

7 **[Cal. Labor Code § 226(a), 1174; IWC Wage Order No. 5-2001, § 7]**

8 **(Against all DEFENDANTS)**

9 49. PLAINTIFFS incorporate herein by specific reference, as though fully set forth,
10 the factual allegations in the foregoing paragraphs.

11 50. During the CLASS PERIOD, DEFENDANT routinely failed and continue to fail
12 to provide PLAINTIFFS and CLASS MEMBERS with timely and accurate itemized wage
13 statements in writing showing each employee's gross wages earned, total hours worked, the
14 number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-
15 rate basis, all deductions made, net wages earned, the inclusive dates of the period for which the
16 employee is paid, the name of the employee and only the last four digits of his or her social
17 security number or employee identification number, the name and address of the legal entity or
18 entities employing PLAINTIFFS and CLASS MEMBERS, and all applicable hourly rates in
19 effect during each pay period and the corresponding number of hours worked at each hourly rate,
20 in violation of California Labor Code § 226(a) and IWC Wage Order No. 5-2001, § 7.

21 51. During the CLASS PERIOD, DEFENDANT knowingly and intentionally failed to
22 provide PLAINTIFFS and CLASS MEMBERS with timely and accurate itemized wage
23 statements in accordance with Labor Code § 226(a).

24 52. As a proximate result of DEFENDANTS' unlawful actions and omissions,
25 PLAINTIFFS and CLASS MEMBERS have been damaged in an amount according to proof at
26 trial, and seek all wages earned and due, plus interest thereon. Additionally, PLAINTIFFS and
27 CLASS MEMBERS are entitled to all available statutory penalties, including but not limited to
28 civil penalties pursuant to California Labor Code §§ 226(e), 226.3, and 1174.5, and an award of

1 costs, expenses, and reasonable attorneys' fees, including but not limited to those provided in
2 California Labor Code § 226(e), as well as other available remedies.

3 **EIGHTH CAUSE OF ACTION**

4 **Failure to Indemnify Employees for Necessary Expenditures**

5 **Incurred in Discharge of Duties**

6 **[Cal. Labor Code § 2802]**

7 **(Against all DEFENDANTS)**

8 53. PLAINTIFFS incorporate herein by specific reference, as though fully set forth,
9 the factual allegations in the foregoing paragraphs.

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

13 55. During the CLASS PERIOD, DEFENDANT knowingly and willfully failed to
14 indemnify PLAINTIFFS and CLASS MEMBERS for all business expenses and/or losses
15 incurred in direct consequence of the discharge of their duties while working under the direction
16 of DEFENDANTS, including but not limited to expenses for cell phone usage, and other
17 employment-related expenses, in violation of California Labor Code § 2802.

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

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1 of PLAINTIFFS, CLASS MEMBERS, and members of the public. DEFENDANTS should be
2 made to disgorge their ill-gotten gains and to restore them to PLAINTIFFS and CLASS
3 MEMBERS.

4 62. DEFENDANTS' unfair and unlawful business practices entitle PLAINTIFFS and
5 CLASS MEMBERS to seek preliminary and permanent injunctive relief, including but not
6 limited to orders that DEFENDANTS account for, disgorge, and restore to PLAINTIFFS and
7 CLASS MEMBERS the wages and other compensation unlawfully withheld from them.
8 PLAINTIFFS and CLASS MEMBERS are entitled to restitution of all monies to be disgorged
9 from DEFENDANTS in an amount according to proof at the time of trial, but in excess of the
10 jurisdiction of this Court.

11 **TENTH CAUSE OF ACTION**
12 **Representative Action for Civil Penalties**

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

14 **(Against All DEFENDANTS)**

15 63. PLAINTIFFS incorporate herein by specific reference as though fully set forth the
16 factual allegations in all preceding paragraphs, with exception of the allegations in paragraph 20..

17 64. PLAINTIFFS are “aggrieved employees” within the meaning of California Labor
18 Code § 2699(c), and a proper representative to bring a civil action on behalf of himself and other
19 current and former non-exempt employees of DEFENDANT pursuant to the procedures specified
20 in California Labor Code § 2699.3, because PLAINTIFFS and CLASS MEMBERS were
21 employed by DEFENDANT and the alleged violations of the California Labor Code were
22 committed against PLAINTIFFS and CLASS MEMBERS.

23 65. Pursuant to the California Private Attorneys General Act of 2004 (“PAGA”),
24 Labor Code §§ 2698–2699.5, PLAINTIFFS and CLASS MEMBERS seeks to recover civil
25 penalties, including but not limited to penalties under California Labor Code §§ 2699, 210,
26 226.3, 558, 1174.5, 1197.1, and IWC Wage Order No. 5-2001, § 20, from DEFENDANT in a
27 representative action for the violations set forth above, including but not limited to violations of
28 California Labor Code §§ 204, 226, 226.7, 510, 512, 1174, 1194, 1197, 1198, and 2802.
PLAINTIFFS and CLASS MEMBERS are also entitled to an award of reasonable attorneys' fees

1 and costs pursuant to California Labor Code § 2699(g)(1).

2 66. Pursuant to California Labor Code §§ 2699.3, PLAINTIFF DEON-DRA HARRIS
3 gave written notice on July 25, 2023 by online filing to the California Labor and Workforce
4 Development Agency (“LWDA”) and by certified mail to DEFENDANTS of the specific
5 provisions of the California Labor Code and IWC Wage Orders alleged to have been violated,
6 including the facts and theories to support the alleged violations. More than sixty-five (65) days
7 from the July 25, 2023 postmark date of PLAINTIFF’s written notice have passed before filing
8 this action and the LWDA has not provided notice to PLAINTIFF that it intends to investigate the
9 alleged violations.

10 67. Therefore, PLAINTIFF DEON-DRA HARRIS has complied with all of the
11 requirements set forth in California Labor Code § 2699.3 to commence a representative action
12 under PAGA. Pursuant to California Labor Code §§ 2699.3, PLAINTIFF OMAR SOTO gave
13 written notice on June 11, 2024 by online filing to the California Labor and Workforce
14 Development Agency (“LWDA”) and by certified mail to DEFENDANTS of the specific
15 provisions of the California Labor Code and IWC Wage Orders alleged to have been violated,
16 including the facts and theories to support the alleged violations. More than sixty-five (65) days
17 from the June 11, 2024 postmark date of PLAINTIFF’s written notice have passed before filing
18 this action and the LWDA has not provided notice to PLAINTIFF that it intends to investigate the
19 alleged violations.

20 68. Therefore, PLAINTIFF OMAR SOTO has complied with all of the requirements
21 set forth in California Labor Code § 2699.3 to commence a representative action under PAGA.

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PRAYER FOR RELIEF

WHEREFORE, PLAINTIFFS, individually and on behalf of all other persons similarly situated, respectfully prays for relief against DEFENDANT HULCHER and DOES 1 through 50, inclusive, and each of them, as follows:

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

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

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3 DATED: October 25, 2024

Respectfully submitted,

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5 **MATERN LAW GROUP, PC**

6 By:



7 _____
Matthew J. Matern
Joshua D. Boxer
Julieta Hernandez
Attorneys for Plaintiff
8 DEON-DRA HARRIS, JONATHAN
9 ANDRADE ALONZO, and OMAR SOTO
10 individually and on behalf of other persons
11 similarly situated
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DEMAND FOR JURY TRIAL

PLAINTIFF hereby demands a jury trial with respect to all issues triable of right by jury.

DATED: October 25, 2024

Respectfully submitted,

MATERN LAW GROUP, PC

By:



Matthew J. Matern
Joshua D. Boxer
Julieta Hernandez
Attorneys for Plaintiffs,
DEON-DRA HARRIS, JONATHAN
ANDRADE ALONZO, and OMAR SOTO
individually and on behalf of other persons
similarly situated

PROOF OF SERVICE

I am employed in the County of Los Angeles, State of California. I am over the age of eighteen (18) years and not a party to the within action. My business address is 1230 Rosecrans Ave, Suite 200 Manhattan Beach, California 90266.

On October 25, 2024, I served the document described as:

FIRST AMENDED COMPLAINT

☒ **By e-mail or electronic transmission.** I caused the documents to be sent to the person at the e-mail addresses listed below. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

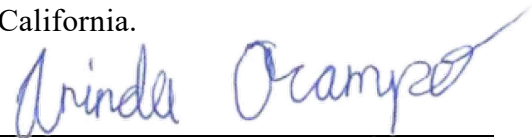
Ian G. Robertson, Esq.
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Email: irobertson@litter.com
Email: jylee@littler.com

Attorney for Defendant HULCHER
SERVICES, INC.

CC: Jennifer Drudge
JDudge@littler.com

I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on October 25, 2024 at Gardena, California.



Arinda Ocampo