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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF RIVERSIDE

RAJAT BHARDWAJ, individually, on a
representative basis, and on behalf of all
others similarly situated;

Plaintiff,

vs.

HSP EXPRESS, a California Corporation;
HIRA TRANSPORT INC., a California
Corporation; GREEN AMERICA
TRUCKING, INC., a California Corporation;
and DOES 1 through 20, inclusive;

Defendants.

Case No.: CVRI2405633
*[Assigned to Hon. Harold Hopp, Dept 1, for
all purposes]*

FIRST AMENDED COMPLAINT

CLASS ACTION CLAIMS

- (1) Failure to Pay Wages;
- (2) Failure to Pay for Nonproductive Time
Under Labor Code § 226.2;
- (3) Failure to Reimburse Bus. Expenses;
- (4) Failure to Timely Pay Final Wages;
- (5) Failure to Provide Accurate Itemized
Wage Statements;
- (6) Unfair and Unlawful Competition;

PAGA CLAIMS

- (7) Willful Misclassification
- (8) Failure to Pay Wages;
- (9) Failure to Pay for Nonproductive Time
Under Labor Code § 226.2;
- (10) Failure to Reimburse Bus. Expenses;
- (11) Failure to Timely Pay Final Wages;
- (12) Failure to Provide Accurate Itemized
Wage Statements;

JURY TRIAL DEMANDED

1 Plaintiff Rajat Bhardwaj (“Plaintiff”) on behalf of himself, on a representative basis, and
2 on behalf of others similarly situated, complains and alleges as follows.

3 **I. INTRODUCTION AND GENERAL ALLEGATIONS**

4 1. Plaintiff brings this action against his former employers HSP Express, Hira
5 Transport Inc., Green America Trucking, Inc., and DOES 1 through 20, inclusive, (collectively,
6 the “Defendants”) on behalf of himself and all other similarly situated current and former
7 California resident truck drivers who performed services for Defendants in the State of
8 California and who were classified by Defendants as independent contractors within the last four
9 years (the “Represented Employees”).

10 2. Plaintiff alleges that he and the Represented Employees were subjected to
11 violations of the California Labor Code stemming from Defendants’ willful misclassification,
12 failure to pay wages for all hours worked, failure to pay for nonproductive time under Labor
13 Code § 226.2, failure to reimburse business expenses, failure to timely pay final wages, and
14 failure to provide accurate itemized wage statements, among other claims.

15 3. Plaintiff was employed by Defendants from September 2023 through August
16 2024 as a truck driver.

17 4. Plaintiff alleges on information and belief that the Represented Employees were
18 subjected to the same policies, working conditions, and corresponding wage and hour violations
19 to which Plaintiff was subjected during his employment.

20 5. At all relevant times, Plaintiff and the Represented Employees performed various
21 duties for Defendants as employee truck drivers. However, Defendants have maintained policies
22 and practices based on or including the willful misclassification of Plaintiff and the Represented
23 Employees as independent contractors despite that, under applicable standards of law, Plaintiff
24 and all Represented Employees are, or were during their employment with Defendants,
25 employees, and not independent contractors.

26 6. Under Labor Code § 2775, the Represented Employees are/were employees of
27 Defendants, not independent contractors, and Defendants cannot meet their burden of proving
28 otherwise because:

1 A. The Represented Employees are/were subject to the control and direction
2 of Defendants in connection with the performance of their work, under contract and in fact. And
3 this is especially true where Defendants retained the right to terminate the Represented
4 Employees services without cause. Well established authority confirms that Defendants’ right to
5 discharge without cause is “[p]erhaps the strongest evidence of the right to control” because the
6 “power of the principal to terminate the services of the agent [without cause] gives him the
7 means of controlling the agent’s activities.” *Ayala v. Antelope Valley Newspapers, Inc.* (2014) 59
8 Cal.4th 522, 531; *Linton v. DeSoto Cab Co., Inc.* (2017) 15 Cal.App.5th 1208, 1222 (“the right
9 to terminate the employment at will” constitutes “ultimate control”),

10 B. The Represented Employees performed work that was the core business of
11 the company (*e.g.*, cargo pickup and delivery, etc.), and therefore the tasks were not outside the
12 usual course of Defendants’ business, and

13 C. The Represented Employees were not customarily engaged in an
14 independently established trade, occupation, or business of the same nature as the work
15 performed by Defendants.

16 7. Also, Plaintiff and the Represented Employees were subject to the direction and
17 control of Defendants in regard to work assignments, scheduling requirements, and days of work.
18 Furthermore, Defendants directly and indirectly exercised control over the wages, hours, and
19 working conditions of Plaintiff and the Represented Employees. At all relevant times, the daily
20 schedule for Plaintiff and the Represented Employees was controlled solely by Defendants, and
21 Defendants told them the exact time and location for all daily pickups and deliveries.
22 Furthermore, through the performance of their job duties, Plaintiff and the Represented
23 Employees performed an integral and entirely essential aspect of Defendants’ business. In fact,
24 Plaintiff and the Represented Employees were tasked to perform the one and only service that
25 Defendants provided: cargo transportation. In this role, Plaintiff and the Represented Employees
26 drove trucks owned by Defendants that were plastered with Defendants’ logo(s) and information
27 and operated under Defendants’ Department of Transportation authority and insurance.
28 Additionally, the customers are and/or were Defendants’ customers, not those of Plaintiff or the

1 Represented Employees. Plaintiff and the Represented Employees were also prohibited from
2 performing similar services for other companies and, thus, were not engaged in an independently
3 established trade, occupation or business of the same nature as the work performed by
4 Defendants. And, perhaps most importantly, Defendants retained the right to terminate Plaintiff
5 and the Represented Employees' working relationship without cause and at its discretion.

6 8. Despite the facts discussed herein, Defendants misclassified Plaintiff and the
7 Represented Employees as independent contractors rather than as employees, leading to
8 violations of the California Labor Code and IWC Wage Orders discussed below.

9 9. Plaintiff and the Represented Employees were not provided proper minimum and
10 regular wages due to Defendants' failure to accurately record and compensate for all hours
11 worked. For example, Plaintiff and the Represented Employees were often required to clock out
12 for meal periods and/or breaks yet were under Defendants' control and required to perform
13 duties for Defendants while off the clock. As a result of this policy and practice, Plaintiff and the
14 Represented Employees were required to perform off-the-clock work that Defendants either
15 knew or should have known they were performing.

16 10. Additionally, Defendants failed to pay all required minimum and regular wages to
17 the Represented Employees due to a policy which only provided compensation for each mile
18 driver (piece-rate per-mile pay). Under this pay plan, the Represented Employees did not receive
19 separate hourly compensation at no less than the minimum wage for unpaid, on-duty, time
20 including tasks such as pre-trip and post-trip inspections, detention time, loading and unloading
21 time, completing paperwork, refueling or repair, and downtime between runs. Also, the piece-
22 rate compensation paid to the Represented Employees often resulted in a payment of wages at
23 less than the required California minimum wages for all hours worked.

24 11. Also, Defendants required Plaintiff and the Represented Employees to incur
25 substantial business-related expenses and costs without reimbursement. For example,
26 Defendants required Plaintiff and the Represented Employees to use personal cell phones to
27 carry out their duties for Defendants without reimbursement.

1 12. Plaintiff also alleges that he and the Represented Employees were not paid all
2 wages due and owing upon separation of employment within the time required by Labor Code §§
3 201 – 203. Plaintiff further alleges that Defendants engaged in the practice of failing to pay all
4 wages due and owing to Plaintiff and the Represented Employees at the time their employment
5 ended with Defendants, including, but not limited to minimum and regular wages, among others.

6 13. Plaintiff further alleges that Defendants failed to provide accurate itemized wage
7 statements that fully complied with the requirements of Labor Code § 226(a).

8 14. Plaintiff alleges that Defendants' violations of the wage and hour components of
9 the Labor Code and IWC Wage Orders enabled them to decrease expenses and increase profits
10 and productivity, thereby allowing Defendants to gain an unfair advantage over its competitors.

11 15. At all material times, Defendants and DOES 1 through 10 were and/or are
12 Represented Employees' employers or persons acting on behalf of Represented Employees'
13 employer, within the meaning of California Labor Code § 558, who violated or caused to be
14 violated, a section of Part 2, Chapter 1 of the California Labor Code or any provision regulating
15 hours and days of work in any Order of the Industrial Welfare Commission and, as such, are
16 subject to penalties for each underpaid employee as set forth in Labor Code § 558 and under
17 California law.

18 16. Plaintiff brings this lawsuit seeking declaratory, equitable, and monetary relief
19 against Defendants and each of them, on behalf of himself and the Represented Employees to
20 recover, among other things, unpaid wages and benefits, interest, attorneys' fees, penalties, costs
21 and expenses pursuant to California Labor Code §§ 200, 201, 202, 203, 218.6, 221, 223, 226,
22 226.2, 226.3, 226.8, 558, 1194, 1194.2, and 2802, among possibly other sections inadvertently
23 omitted. Plaintiff also reserves the right to name additional representatives throughout the State
24 of California.

25 **II. JURISDICTION**

26 17. This Court has jurisdiction over the claims for relief of Plaintiff and the
27 Represented Employees pursuant to the Labor Code and the IWC Wage Orders.

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1 **III. VENUE**

2 18. Venue as to each Defendant is proper in this Court pursuant to Code of Civil
3 Procedure § 395(a). Defendants transact business in Riverside County and the unlawful acts
4 alleged herein have a direct effect on Plaintiff and the Represented Employees in Riverside
5 County. Furthermore, Defendants employed or employ Plaintiff and Represented Employees in
6 Riverside County.

7 **IV. PARTIES**

8 **Plaintiff**

9 19. Plaintiff and Class Representative Rajat Bhardwaj was employed by Defendants
10 from September 2023 through August 2024 and performed work for Defendants in Riverside
11 County.

12 **Defendants**

13 20. Plaintiff alleges that Defendant HSP Express is a California Corporation
14 authorized to and doing business in Riverside County and is or was the legal employer of
15 Plaintiff and the Represented Employees during the applicable periods.

16 21. Plaintiff alleges that Defendant Hira Transport Inc. is a California Corporation
17 authorized to and doing business in Riverside County and is or was the legal employer of
18 Plaintiff and the Represented Employees during the applicable periods.

19 22. Plaintiff alleges that Defendant Green America Trucking, Inc. is a California
20 Corporation authorized to and doing business in Riverside County and is or was the legal
21 employer of Plaintiff and the Represented Employees during the applicable periods.

22 23. Plaintiff is ignorant of the true names, capacities, relationships, and extent of
23 participation in the conduct herein alleged, of Defendants sued herein as DOES 1 through 20,
24 inclusive, but on information and belief alleges that those Defendants are legally responsible for
25 the payment of penalties and damages to Plaintiff and all Represented Employees by virtue of
26 Defendants' unlawful actions and practices and therefore sue these Defendants by such fictitious
27 names. Plaintiff will amend this complaint to allege the true names and capacities of the DOE
28 Defendants when ascertained.

1 24. Plaintiff is informed and believes and thereon alleges that he worked under the
2 joint direction and control of Defendants and that Defendants, and each of them, acted in all
3 respects pertinent to this action as the agent of the other Defendants, carried out a joint scheme,
4 business plan or policy in all respect pertinent hereto, and the acts of each Defendant are legally
5 attributable to the other Defendants. On information and belief, a unity of interest and ownership
6 between each Defendant exists such that all Defendants acted as a single employer of Plaintiff
7 and other similarly situated employees.

8 25. Plaintiff is informed and believes and thereon alleges that, in conducting
9 themselves in the manner described herein, Defendants, and each of them, were acting in active
10 concert with one another such that the acts of each were and are fully attributable to the others in
11 all material respects. Plaintiff is further informed and believes that at all relevant times
12 Defendants and each of them are now, and at all material times herein mentioned were, the
13 agents, servants, employees, partners, affiliates, and/or representatives of each of their remaining
14 co-Defendants, and were, at all times herein mentioned, acting within the course, scope, and
15 purpose of such relationship(s) and with the knowledge, consent and/or ratification of each of
16 their remaining co-Defendants.

17 26. Furthermore, Plaintiff is informed and believes and thereon alleges that
18 Defendants, and each of them, are an integrated enterprise and should be treated as a single
19 employer because these entities share an interrelation of operations, with common human
20 resources and personnel policies and shared common offices and facilities. Additionally,
21 Defendants also have a shared website, common management, a centralized control of labor
22 operations, and common ownership or financial control.

23 27. Plaintiff is further informed and believes that at all relevant times, Defendants
24 have been inadequately capitalized to conduct business, have failed to follow appropriate
25 corporate formalities, and have simply been a shell and instrumentality through which
26 Defendants DOES 11 through 20, inclusive, have conducted their personal affairs. Accordingly,
27 the corporate veil should be pierced and any liability attached to Defendants should be imposed
28 jointly and severally against Defendants DOES 11 through 20. Adherence to the fiction of the

1 separate existence of these corporate entities would permit abuse of the corporate privilege,
2 thereby sanctioning fraud and promoting injustice.

3 **V. CLASS ACTION ALLEGATIONS**

4 28. Plaintiff incorporates the preceding paragraphs of the First Amended Complaint
5 as if fully alleged herein.

6 29. Plaintiff brings this action on behalf of himself and all others similarly situated as
7 a class action, pursuant to Code of Civil Procedure § 382.

8 30. The relevant time period for this class action is defined as the time period
9 beginning four years prior to the filing of this action until class certification (the “Relevant Time
10 Period”).

11 31. The Class, also referred to as the “Represented Employees,” that Plaintiff seeks to
12 represent is defined as follows:

13 **California Class**

14 All current and former California resident truck drivers who
15 performed services for Defendants in the State of California
16 and who were classified by Defendants as independent
17 contractors at any time during the Relevant Time Period.

18 32. Plaintiff reserves the right to amend or modify the class description with greater
19 specificity or further division into subclasses or limitation to particular issues as appropriate.

20 33. Plaintiff, as Class Representative, is a member of the class that he seeks to
21 represent.

22 34. This action has been brought and may properly be maintained as a class action
23 under Code of Civil Procedure § 382 because there is a well-defined community of interest in the
24 litigation and the proposed class is easily ascertainable from Defendants’ personnel and payroll
25 records.

26 35. **Numerosity:** The potential members of the Class as defined are so numerous that
27 a joinder of all Represented Employees is impracticable. Although the exact number is currently
28 unknown to Plaintiff, this information is easily ascertainable from Defendants’ payroll and

1 personnel records.

2 36. **Commonality:** There are questions of law and fact common to the class which
3 predominate over any questions affecting only individual members of the class, including
4 without limitation:

5 i. Whether Defendants misclassified the Represented Employees as
6 independent contractors;

7 ii. Whether Defendants violated the California Labor Code and IWC Wage
8 Order by failing to pay proper minimum and regular wages to Plaintiff and the Represented
9 Employees for all hours worked;

10 iii. Whether Defendants violated California Labor Code and IWC Wage
11 Order by paying the Represented Employees on a piece-rate basis yet not providing separate
12 hourly compensation for “nonproductive” time;

13 iv. Whether Defendants violated the California Labor Code and applicable
14 IWC Wage Order by failing to reimburse Plaintiff and the Represented Employees for business
15 expenses incurred while discharging their duties or in obedience to the directions of their
16 employer;

17 v. Whether Defendants violated the California Labor Code by failing to
18 timely pay all wages due upon separation of employment between Defendants and Plaintiff and
19 Represented Employees, whether such separation was voluntary or involuntary;

20 vi. Whether Defendants violated the California Labor Code by failing to
21 provide Plaintiff and Represented Employees with complete, accurate, itemized wage statements;

22 vii. Whether Defendants violated California Business & Professions Code §§
23 17200 *et seq.* due to the: failure to pay all wages owed, failure to reimburse business expenses,
24 and failure to timely pay final wages; and

25 viii. Whether Plaintiff and Represented Employees are entitled to equitable
26 relief pursuant to California Business & Professions Code §§ 17200 *et seq.*

27 37. **Typicality:** Plaintiff’s claims, as the Class Representative, are typical of the
28 claims of The Class. Plaintiff, like other members of The Class, was subjected to Defendants’

ongoing Labor Code and Wage Order violations including pertaining to willful misclassification, failure to pay all wages owed, failure to reimburse business expenses, failure to timely pay final wages, and failure to provide accurate itemized wage statements.

38. **Adequacy of Representation.** Plaintiff, as the Class Representative, will fairly and adequately represent and protect the interests of the Class. Plaintiff's interests are not in conflict with those of the Class. Class Representative's counsel are competent and experienced in litigating large employment class actions and other complex litigation matters, including cases like this case.

39. **Superiority of Class Action.** Class certification is appropriate because a class action is superior to other available means for the fair and efficient adjudication of this controversy. Individual joinder of all Represented Employees is not practicable, and questions of law and fact common to the Class predominate over any questions affecting only individual members of the Class. Each Represented Employee has been damaged and is entitled to recovery by reason of Defendants' illegal policies and practices set forth above. Class action treatment will allow those similarly situated persons to litigate their claims in the manner that is most efficient and economical for the parties and the judicial system.

FIRST CAUSE OF ACTION

FAILURE TO PAY WAGES

(Labor Code §§ 200, 1194, 1194.2, 1197; IWC Wage Order § 4)

40. Plaintiff incorporates the preceding paragraphs of the First Amended Complaint as if fully alleged herein.

41. Plaintiff and the Represented Employees were not exempt from the requirement to be paid at least the applicable California minimum wage throughout the statutory period for each hour worked.

42. As alleged herein, Plaintiff and the Represented Employees were not provided proper minimum and regular wages due to Defendants' failure to accurately record and compensate for all hours worked and due to Defendants' piece-rate policy that failed to provide separate hourly compensation for nonproductive time. As a result of these policies and practices,

1 Plaintiff and the Represented Employees were required to perform off-the-clock work that
2 Defendants either knew or should have known they were performing.

3 43. Consequently, Defendants violated California Labor Code laws and minimum
4 wage laws, *inter alia*, Labor Code §§ 200, 221, 222, 223, 1197, IWC Wage Order 9, § 4, and
5 Cal. Code Regs., tit. 8, section 11090, subds. 1 and 4(B).

6 44. Plaintiff is informed and believes and thereon alleges that Defendants
7 intentionally, willfully, and improperly failed to pay wages to Plaintiff and the Represented
8 Employees for each hour worked in violation of Labor Code §§ 221-223, 1194 and 1197.

9 45. Defendants' conduct was willful, as Defendants knew that Plaintiff and the
10 Represented Employees were entitled to be paid wages throughout the statutory period for each
11 hour worked, including proper minimum wages, yet Defendants chose not to pay them in
12 accordance thereto.

13 46. At all material times, Defendants DOES 1 through 20 were and/or are Plaintiff's
14 and the Represented Employees' employers or persons acting on behalf of Plaintiff and the
15 Represented Employees' employer, within the meaning of California Labor Code § 558, who
16 violated or caused to be violated Labor Code § 204 and a provision or provisions of Part 2,
17 Chapter 1 of the California Labor Code regulating hours and days of work respectively.

18 47. During employment of Plaintiff and the Represented Employees, Defendants
19 failed to pay them all wages to which they were entitled, thereby receiving an economic benefit.

20 48. As a result of the Defendants' wrongful conduct, Plaintiff and the Represented
21 Employees have been damaged in amounts to be proven at trial.

22 49. Plaintiff, on behalf of himself and the Represented Employees, seeks recovery of
23 all unpaid wages, liquidated damages, penalties, interest, and attorneys' fees and costs, pursuant
24 to Labor Code §§ 1194 and 1194.2, against Defendants in an amount to be proven at trial.

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1 57. At all relevant times herein mentioned, as a condition of employment, Defendants
2 required Plaintiff and the Represented Employees to incur substantial business-related expenses
3 and costs without reimbursement. For example, Defendants required Plaintiff and the
4 Represented Employees to use personal cell phones to carry out their duties for Defendants
5 without reimbursement.

6 58. At all relevant times herein, Defendants violated Labor Code § 2802(a) when they
7 failed to reimburse Plaintiff and the Represented Employees for expenses incurred as a direct
8 consequence of Plaintiff's employment with Defendants and/or under the direction of
9 Defendants.

10 59. At all relevant times herein, Defendants failed to reimburse the Represented
11 Employees, including Plaintiff, for expenses incurred while discharging duties to Defendants,
12 thereby receiving an economic benefit.

13 60. As a direct result of Defendants' violation of Labor Code § 2802 and IWC Wage
14 Order § 9(B), Plaintiff and the Represented Employees have suffered, and continue to suffer,
15 substantial losses related to such incurred expenses, expenses, and attorney's fees in seeking to
16 compel Defendants to fully perform their obligations under the law, all in an amount to be
17 proved at time of trial.

18 61. Labor Code § 2802(b) states that "[a]ll awards made by a Court for
19 reimbursement of necessary expenditures" shall carry interest, at the same rate as judgments in
20 civil actions, and said interest will accrue from the date on which the employee incurred the
21 necessary expenditure or loss including, but not limited to, reasonable costs and attorney's fees
22 incurred by the employee enforcing the rights granted pursuant to Labor Code § 2802. The exact
23 amount of the necessary expenditures or losses is in an amount to be proven at time of trial.

24 62. Furthermore, Labor Code § 2802(c) states that "[f]or the purposes of this section,
25 the term 'necessary expenditures or losses' shall include all reasonable costs, including, but not
26 limited to, attorney's fees incurred by the employee in enforcing the rights granted by this
27 section." Therefore, Plaintiff and the Represented Employees seek to recover the unreimbursed
28 expenses, interest on the unreimbursed expenses, and the costs and attorney's fees necessarily

1 incurred in pursuing same. The exact amount of reimbursements, interest, costs, and attorney's
2 fees will be in an amount to be proved at the time of trial.

3 **FOURTH CAUSE OF ACTION**

4 **FAILURE TO TIMELY PAY FINAL WAGES**

5 (Labor Code §§ 201 – 203)

6 63. Plaintiff incorporates the preceding paragraphs of the First Amended Complaint
7 as if fully alleged herein.

8 64. Plaintiff and the Represented Employees are and/or were employees of
9 Defendants who did not receive proper protections and benefits of the laws governing the timing
10 and payment of wages.

11 65. Labor Code § 201 requires that the employer immediately pay any wages, without
12 abatement or reduction, to any employee who is discharged.

13 66. Labor Code § 202 requires that the employer pay all wages earned and unpaid,
14 without abatement or reduction, no later than 72 hours of receiving an employee's notice of
15 intent to quit or immediately at the time of quitting if at least a 72-hour notice was provided.

16 67. Labor Code §§ 201-203 cause the unpaid wages of the employee to continue as a
17 penalty from the due date thereof at the same rate until paid or until an action therefore is
18 commenced, but the wages shall not continue for more than thirty (30) days.

19 68. At all relevant times, Defendants employed a policy and practice whereby
20 Plaintiff and the Represented Employees were not paid all wages due and owing upon separation
21 of employment within the time required by Labor Code §§ 201 and 202.

22 69. Also, at all relevant times, Defendants engaged in the practice of failing to pay all
23 wages due and owing to Plaintiff and the Represented Employees upon separation of
24 employment, including, but not limited to, minimum and regular wages.

25 70. Plaintiff alleges that, at all times material to this action, Defendants had a planned
26 pattern and practice of failing to timely pay Plaintiff and the Represented Employees all wages
27 due and owing upon separation of employment as required by Labor Code §§ 201 and 202.
28 Consequently, pursuant to Labor Code § 203, Defendants owe Plaintiff and the Represented

1 Employees the above-described waiting time penalty, all in an amount to be shown according to
2 proof at trial and within the jurisdiction of this Court.

3 **FIFTH CAUSE OF ACTION**

4 **FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS**

5 (Labor Code § 226)

6 71. Plaintiff incorporates the preceding paragraphs of the First Amended Complaint
7 as if fully alleged herein.

8 72. Plaintiff and the Represented Employees are and/or were employees of
9 Defendants who did not receive proper protections and benefits of the laws governing the
10 provision of accurate itemized wage statements.

11 73. Labor Code § 226(a) requires an employer to provide its employees with itemized
12 wage statements accurately stating gross wages earned, all deductions, net wages earned, the
13 inclusive dates of the pay period, the employee's name and the last four digits of his or her
14 Social Security number (or employee identification number), the name and address of the legal
15 entity that is the employer, and all applicable hourly rates in effect during the pay period and the
16 corresponding number of hours worked at each hourly rate by the employee.

17 74. Defendants violates Labor Code § 226(a) every pay period with respect to
18 Plaintiff and the Represented Employees because Defendants failed to provide a document that
19 could constitute a wage statement within the meaning of Labor Code § 226.

20 75. Furthermore, Defendants violate Labor Code § 226(a) every pay period with
21 respect to the Represented Employees due to violations including: failure to accurately state
22 gross wages earned, total hours worked, all deductions, net wages earned, the name and address
23 of the legal entity that is the employer, the inclusive dates of the pay period, and all applicable
24 hourly rates in effect during the pay period and the corresponding number of hours at each
25 hourly rate by the employee.

26 76. Labor Code § 226.2(a) also states "[f]or employees compensated on a piece-rate
27 basis during a pay period, the following shall apply for that pay period: [...] (2) the itemized
28 statement required by subdivision (a) of Section 226 shall, in addition to the other items specified

1 in that subdivision, separately state the following, to which the provisions of Section 226 shall
2 also be applicable: (A) the total hours of compensable rest and recovery periods, the rate of
3 compensation, and the gross wages paid for those periods during the pay period [and] (B) [...] the total hours of other nonproductive time, [...] the rate of compensation, and the gross wages
4 paid for that time during the pay period.”

6 77. At all relevant times, Defendants failed to provide a wage statement to Plaintiff
7 and the Represented Employees that complied with the requirements of Labor Code §
8 226.2(a)(2) because the wage statements did not include any information regarding compensable
9 nonproductive time, or the rates of pay and compensation for the same. As such, Defendants
10 violate Labor Code § 226 and § 226.2 every pay period with respect to Plaintiff and the
11 Represented Employees.

12 78. Defendants’ failure to provide the required writing deprived Plaintiff and the
13 Represented Employees of the ability to know, understand, and question the calculation and rate
14 of pay and hours used to calculate the wages paid by Defendants. Therefore, Plaintiff and the
15 Represented Employees had no way to dispute the resulting miscalculation of wages, all of
16 which resulted in an unjustified economic enrichment to said Defendants. As a direct result,
17 Plaintiff and the Represented Employees have suffered and continue to suffer, substantial losses
18 related to the use and enjoyment of such wages, lost interest on such wages and expenses and
19 attorney’s fees in seeking to compel Defendants to fully perform its obligation under state law,
20 all to their respective damages in amounts according to proof at trial.

21 79. As a result of Defendants’ knowing and intentional failure to comply with Labor
22 Code § 226(a), Plaintiff and the Represented Employees have suffered an injury in that each was
23 prevented from knowing, understanding and disputing the wage payments paid to them.
24 Furthermore, Plaintiff and the Represented Employees have each suffered an injury in that the
25 failure to show all wages earned on the itemized wage statements resulted in Plaintiff and the
26 Represented Employees being denied all necessary deductions, payments, and withholdings
27 owed by the employer, including, but not limited to, the failure to make all necessary
28 contributions for unemployment benefits, social security benefits, proper payment of taxes and

1 withholdings, and other mandated state and federal benefits.

2 80. Plaintiff has also been injured as a result of having to bring this action to attempt
3 to obtain correct wage information following Defendants' refusal to comply with many of the
4 mandates of California's Labor Code and related laws and regulations.

5 81. Labor Code § 226(e) requires Defendants to pay the greater of all actual damages
6 or fifty dollars (\$50.00) per employee for the initial pay period in which a violation occurred, and
7 one hundred dollars (\$100.00) per employee for each violation in subsequent pay periods, plus
8 attorney's fees and costs, to Plaintiff and the Represented Employees who were injured by
9 Defendants' failure to comply with Labor Code § 226(a). The exact amount of the applicable
10 penalty is all in an amount to be shown according to proof at trial.

11 **SIXTH CAUSE OF ACTION**

12 **UNFAIR AND UNLAWFUL COMPETITION**

13 (Business and Professions Code § 17200 *et seq.*)

14 82. Plaintiff incorporates the preceding paragraphs of the First Amended Complaint
15 as if fully alleged herein.

16 83. California Business & Professions Code § 17200, *et seq.*, prohibits acts of unfair
17 competition, which includes any "unlawful, unfair or fraudulent business act or practice." The
18 Represented Employees, including Plaintiff, have suffered and continue to suffer injuries in fact,
19 due to the unfair and unlawful business practices of Defendants as alleged herein.

20 84. Defendants, and each of them, are "persons" as defined under Business &
21 Professions Code § 17021.

22 85. As alleged herein, Defendants engaged in conduct that violated California's wage
23 and hour laws, including failure to pay minimum and regular wages, failure to reimburse
24 business expenses, and failure to timely pay final wages, all in order to decrease their costs and
25 increase their profits.

26 86. At all times relevant herein, Defendants did not pay Plaintiff and the Represented
27 Employees wages and monies and other financial obligations to which they were entitled.
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1 87. As a result of Defendants' failure to comply with the Labor Code and IWC
2 Orders, Represented Employees, including Plaintiff, suffered a loss of wages and monies, all in
3 an amount to be shown according to proof at trial. Defendants' ongoing violations of the
4 foregoing statutes and laws constitute a violation of Bus. & Prof. Code § 17200, *et seq.*

5 88. Defendants' violations of the California Labor Code and IWC Wage Orders and
6 its scheme to lower its payroll costs as alleged herein, constitute unlawful and unfair business
7 practices because it was done in a systematic manner over a period of time to the detriment of the
8 Plaintiff and all others similarly-situated.

9 89. Defendants' conduct, as alleged herein, has been, and continues to be, unfair,
10 unlawful, and harmful to Plaintiff, other Represented Employees, and to the general public.

11 90. Plaintiff seeks to enforce important rights affecting the public interest within the
12 meaning of Code of Civil Procedure § 1021.5.

13 91. A violation of California Business & Professions Code § 17200, *et seq.* may be
14 predicated on the violation of any state or federal law. All of the acts described herein as
15 violations of, among other things, the California Labor Code and IWC Wage Orders, are
16 unlawful and in violation of public policy, and in addition are immoral, unethical, oppressive,
17 fraudulent and unscrupulous, and thereby constitute unfair, unlawful and/or fraudulent business
18 practices in violation of California Business and Professions Code §§ 17200, *et seq.*

19 92. Plaintiff, individually, and on behalf of the Represented Employees, is entitled to,
20 and does, seek such relief as may be necessary to disgorge the profits which Defendants have
21 acquired, or of which Plaintiff and Represented Employees have been deprived, by means of the
22 above-described unfair, unlawful and/or fraudulent business practices. Plaintiff and the
23 Represented Employees are not obligated to establish individual knowledge of the unfair
24 practices of Defendants in order to recover restitution.

25 93. Plaintiff, individually, and on behalf of the Represented Employees, is further
26 entitled to and does seek an order that the above-described business practices are unfair,
27 unlawful and/or fraudulent.

1 94. Pursuant to Business & Professions Code §§ 17200, et seq., Plaintiff and
2 Represented Employees are entitled to restitution of the wages withheld and retained by
3 Defendants during a period that commences four years prior to the filing of this complaint; an
4 order requiring Defendants to pay all outstanding wages due to Plaintiff and Represented
5 Employees; an award of attorneys' fees pursuant to California Code of Civil Procedure § 1021.5
6 and other applicable laws; and an award of costs.

7 **VI. PAGA CAUSES OF ACTION (Cal. Lab. Code §§ 2698 – 2699.5)**

8 95. Plaintiff is an “aggrieved employees” under the PAGA as he was employed by
9 Defendants during the applicable statutory period and suffered one or more of the Labor Code
10 violations alleged herein. As such, Plaintiff may recover the remedies described herein in a civil
11 action filed on behalf of himself and all other similarly situated current and former aggrieved
12 employees in California against whom one or more of the alleged violations was committed
13 (hereinafter the “Aggrieved Employees”).

14 96. Plaintiff seeks to recover all applicable and available PAGA remedies pursuant to
15 Labor Code § 2699, as well as attorneys' fees, costs, and/or other damages as permitted by
16 PAGA through a representative action pursuant to the PAGA and the California Supreme Court
17 in *Arias v. Superior Court* (2009) 46 Cal. 4th 969. Therefore, Plaintiff is not required to, nor do
18 he, seek class certification of the PAGA claims under Code of Civil Procedure § 382.

19 97. Pursuant to Labor Code § 2699.3(a), Plaintiff gave written notice by online filing
20 to the Labor and Workforce Development Agency (“LWDA”) and by certified mail to
21 Defendants of the specific provisions of the Labor Code alleged to have been violated, including
22 the facts and theories to support the alleged violations. More than sixty-five (65) days have
23 elapsed since the date Plaintiff provided the written notice of the claims alleged herein without
24 the LWDA assuming jurisdiction over the claims alleged. Accordingly, Plaintiff has fully
25 satisfied the administrative prerequisites to suit under the PAGA.

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1 **SEVENTH CAUSE OF ACTION**

2 **PAGA ASSESSMENT FOR WILLFUL MISCLASSIFICATION**

3 (Labor Code § 226.8)

4 98. Plaintiff incorporates the preceding paragraphs of the First Amended Complaint
5 as if fully alleged herein.

6 99. At all relevant times, Plaintiff and the Aggrieved Employees performed various
7 duties for Defendants as employees. However, Defendants have maintained policies and
8 practices based on or including the willful misclassification of Plaintiff and the Aggrieved
9 Employees as independent contractors despite that, under applicable standards of law, Plaintiff
10 and all Aggrieved Employees are, or were during their employment with Defendants, employees,
11 and not independent contractors.

12 100. Defendants engaged in a practice of willfully misclassifying Plaintiff and the
13 Aggrieved Employees as independent contractors despite that Plaintiff and the Aggrieved
14 Employees are/were employees of Defendants.

15 101. Under Labor Code § 2775, the Aggrieved Employees are/were employees of
16 Defendants, not independent contractors, and Defendants cannot meet their burden of proving
17 otherwise because:

18 A. The Aggrieved Employees are/were subject to the control and direction of
19 Defendants in connection with the performance of their work, under contract and in fact. And
20 this is especially true where Defendants retained the right to terminate the Aggrieved Employees
21 services without cause, as reflected in Defendants' written agreements which state that
22 "[Defendants] may terminate this Agreement, with or without cause, at any time upon three (3)
23 business days prior written notice." Well established authority confirms that Defendants' right to
24 discharge without cause is "[p]erhaps the strongest evidence of the right to control" because the
25 "power of the principal to terminate the services of the agent [without cause] gives him the
26 means of controlling the agent's activities." *Ayala v. Antelope Valley Newspapers, Inc.* (2014) 59
27 Cal.4th 522, 531; *Linton v. DeSoto Cab Co., Inc.* (2017) 15 Cal.App.5th 1208, 1222 ("the right
28 to terminate the employment at will" constitutes "ultimate control"),

1 B. The Aggrieved Employees performed work that was the core business of
2 the company (*e.g.*, cargo pickup and delivery, etc.), and therefore the tasks were not outside the
3 usual course of Defendants' business, and

4 C. The Aggrieved Employees were not customarily engaged in an
5 independently established trade, occupation, or business of the same nature as the work
6 performed by Defendants.

7 102. Also, Plaintiff and the Aggrieved Employees were subject to the direction and
8 control of Defendants in regard to work assignments, scheduling requirements, and days of work.
9 Furthermore, Defendants directly and indirectly exercised control over the wages, hours, and
10 working conditions of Plaintiff and the Aggrieved Employees. At all relevant times, the daily
11 schedule for Plaintiff and the Aggrieved Employees was controlled solely by Defendants, and
12 Defendants told them the exact time and location for all daily pickups and deliveries.
13 Furthermore, through the performance of their job duties, Plaintiff and the Aggrieved Employees
14 performed an integral and entirely essential aspect of Defendants' business. In fact, Plaintiff and
15 the Aggrieved Employees were tasked to perform the one and only service that Defendants
16 provided: cargo transportation. In this role, Plaintiff and the Aggrieved Employees drove trucks
17 owned by Defendants that were plastered with Defendants' logo(s) and information and operated
18 under Defendants' Department of Transportation authority and insurance. Additionally, the
19 customers are and/or were Defendants' customers, not those of Plaintiff or the Aggrieved
20 Employees. Plaintiff and the Aggrieved Employees were also prohibited from performing
21 similar services for other companies and, thus, were not engaged in an independently established
22 trade, occupation or business of the same nature as the work performed by Defendants. And,
23 perhaps most importantly, Defendants retained the right to terminate Plaintiff and the Aggrieved
24 Employees' working relationship without cause and at its discretion.

25 103. Despite the facts discussed herein, Defendants misclassified Plaintiff and the
26 Aggrieved Employees as independent contractors rather than as employees.

27 104. Labor Code § 226.8(a) states "It is unlawful for any person or employer to engage
28 in any of the following activities: (1) Willful misclassification of an individual as an independent

1 contractor.”

2 105. Labor Code § 226.8(b) states that if “a person or employer has engaged in any of
3 the enumerated violations of subdivision (a), the person or employer shall be subject to a civil
4 penalty of not less than five thousand dollars (\$5,000) and not more than fifteen thousand dollars
5 (\$15,000) for each violation, in addition to any other penalties or fines permitted by law.”

6 106. Labor Code § 226.8(c) further states that if “a person or employer has engaged in
7 any of the enumerated violations of subdivision (a) and the person or employer has engaged in or
8 is engaging in a pattern or practice of these violations, the person or employer shall be subject to
9 a civil penalty of not less than ten thousand dollars (\$10,000) and not more than twenty-five
10 thousand dollars (\$25,000) for each violation, in addition to any other penalties or fines
11 permitted by law.

12 107. At all relevant times herein, Defendants engaged in a pattern and practice of
13 willfully and knowingly misclassifying Plaintiff and the Aggrieved Employees as independent
14 contractors. Therefore, Plaintiff and the Aggrieved Employees are entitled to the stepped-up
15 penalties as set forth in Labor Code § 226.8(c).

16 108. As a result of the unlawful employment practices alleged herein, Plaintiff seeks
17 the assessment of all applicable and available PAGA remedies pursuant to Labor Code § 2699,
18 and seeks to recover all attorneys’ fees, costs, and/or any other damages permitted under PAGA.

19 **EIGHTH CAUSE OF ACTION**

20 **PAGA ASSESSMENT FOR FAILURE TO PAY WAGES**

21 (Labor Code §§ 200, 1194, 1194.2, 1197; IWC Wage Order § 4)

22 109. Plaintiff incorporates the preceding paragraphs of the First Amended Complaint
23 as if fully alleged herein.

24 110. Plaintiff and the Aggrieved Employees were not exempt from the requirement to
25 be paid at least the applicable California minimum wage throughout the statutory period for each
26 hour worked.

27 111. As alleged herein, Plaintiff and the Aggrieved Employees were not provided
28 proper minimum and regular wages due to Defendants’ failure to accurately record and

1 compensate for all hours worked and due to Defendants' piece-rate policy that failed to provide
2 separate hourly compensation for nonproductive time. As a result of these policies and practices,
3 Plaintiff and the Aggrieved Employees were required to perform off-the-clock work that
4 Defendants either knew or should have known they were performing.

5 112. Consequently, Defendants violated California Labor Code laws and minimum
6 wage laws, *inter alia*, Labor Code §§ 200, 221, 222, 223, 1197, IWC Wage Order 9, § 4, and
7 Cal. Code Regs., tit. 8, section 11090, subds. 1 and 4(B).

8 113. Plaintiff is informed and believes and thereon alleges that Defendants
9 intentionally, willfully, and improperly failed to pay wages to Plaintiff and the Represented
10 Employees for each hour worked in violation of Labor Code §§ 221-223, 1194 and 1197.

11 114. As a result of the unlawful employment practices alleged herein, Plaintiff seeks
12 the assessment of all applicable and available PAGA remedies pursuant to Labor Code § 2699,
13 and seeks to recover all attorneys' fees, costs, and/or any other damages permitted under PAGA.

14 **NINTH CAUSE OF ACTION**

15 **PAGA ASSESSMENT FOR FAILURE TO PROVIDE SEPARATE COMPENSATION**
16 **FOR NONPRODUCTIVE TIME**

17 (Labor Code § 226.2)

18 115. Plaintiff incorporates the preceding paragraphs of the First Amended Complaint
19 as if fully alleged herein.

20 116. Labor Code § 226.2 requires employers that pay their employees on a piece-rate
21 basis to provide separate payment for rest and recovery periods at a regular hourly rate that is no
22 less than the higher of the applicable minimum wage or "an average hourly rate determined by
23 dividing the total compensation for the workweek, exclusive of compensation for rest and
24 recovery periods and any premium compensation for overtime, by the total hours worked during
25 the workweek, exclusive of rest and recovery periods." Labor Code § 226.2(a)(3)(A).

26 117. Furthermore, Labor Code § 226.2 requires employers that pay their employees on
27 a piece-rate basis to provide separate payment for nonproductive time at an hourly rate that is no
28 less than the applicable minimum wage. Labor Code § 226.2(a)(4).

1 118. At all relevant times, Defendants paid the Aggrieved Employees on a piece-rate
2 basis but failed to compensate them for all rest and recovery periods and all other nonproductive
3 time separate from any piece-rate compensation at the rate required by Labor Code § 226.2.
4 Therefore, Defendants violate Labor Code § 226.2 every pay period with respect to the
5 Aggrieved Employees.

6 119. As a result of the unlawful employment practices alleged herein, Plaintiff seeks
7 the assessment of all applicable and available PAGA remedies pursuant to Labor Code § 2699,
8 and seeks to recover all attorneys' fees, costs, and/or any other damages permitted under PAGA.

9 **TENTH CAUSE OF ACTION**

10 **PAGA ASSESSMENT FOR FAILURE TO REIMBURSE BUSINESS EXPENSES**

11 (Labor Code § 2802)

12 120. Plaintiff incorporates the preceding paragraphs of the First Amended Complaint
13 as if fully alleged herein.

14 121. Plaintiff and the Aggrieved Employees are and/or were employees of Defendants
15 who did not receive proper protections and benefits of the laws governing reimbursement of
16 business expenses.

17 122. Labor Code § 2802(a) requires that the employer indemnify its employees for
18 expenses incurred while discharging their duties or in obedience to directions of their employer.

19 123. At all relevant times herein mentioned, as a condition of employment, Defendants
20 required Plaintiff and the Aggrieved Employees to incur substantial business-related expenses
21 and costs without reimbursement. Thus, Defendants violated Labor Code § 2802(a) when they
22 failed to reimburse Plaintiff and the Aggrieved Employees for expenses incurred as a direct
23 consequence of their employment with Defendant and/or under the direction of Defendants.

24 124. As a result of the unlawful employment practices alleged herein, Plaintiff seeks
25 the assessment of all applicable and available PAGA remedies pursuant to Labor Code § 2699,
26 and seeks to recover all attorneys' fees, costs, and/or any other damages permitted under PAGA.

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1 **ELEVENTH CAUSE OF ACTION**

2 **PAGA ASSESSMENT FOR FAILURE TO TIMELY PAY FINAL WAGES**

3 (Labor Code §§ 201 – 203)

4 125. Plaintiff incorporates the preceding paragraphs of the First Amended Complaint
5 as if fully alleged herein.

6 126. Plaintiff and the Aggrieved Employees are and/or were employees of Defendants
7 who did not receive proper protections and benefits of the laws governing the timing and
8 payment of final wages.

9 127. Labor Code § 201 requires that the employer immediately pay any wages, without
10 abatement or reduction, to any employee who is discharged.

11 128. Labor Code § 202 requires that the employer pay all wages earned and unpaid,
12 without abatement or reduction, no later than 72 hours of receiving an employee's notice of
13 intent to quit or immediately at the time of quitting if at least a 72-hour notice was provided.

14 129. Labor Code §§ 201-203 cause the unpaid wages of the employee to continue as a
15 penalty from the due date thereof at the same rate until paid or until an action therefore is
16 commenced, but the wages shall not continue for more than thirty (30) days.

17 130. At all relevant times here, Defendants did not provide Plaintiff and the Aggrieved
18 Employees with all wages due and owing upon separation of employment within the time
19 specified by Labor Code §§ 201 – 203.

20 131. Plaintiff alleges that, at all times material to this action, Defendants had a planned
21 pattern and practice of failing to timely pay to Plaintiff and the Aggrieved Employees all wages
22 due and owing upon separation of employment as required by Labor Code §§ 201 and 202.

23 132. As a result of the unlawful employment practices alleged herein, Plaintiff seeks
24 the assessment of all applicable and available PAGA remedies pursuant to Labor Code § 2699,
25 and seeks to recover all attorneys' fees, costs, and/or any other damages permitted under PAGA.

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1 **TWELFTH CAUSE OF ACTION**

2 **PAGA ASSESSMENT FOR**

3 **FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS**

4 (Labor Code §§ 226 and 226.3)

5 133. Plaintiff incorporates the preceding paragraphs of the First Amended Complaint
6 as if fully alleged herein.

7 134. Plaintiff and the Aggrieved Employees are and/or were employees of Defendants
8 who did not receive proper protections and benefits of the laws governing the provision of
9 accurate itemized wage statements.

10 135. Labor Code § 226(a) requires an employer to provide its employees with itemized
11 wage statements accurately stating gross wages earned, all deductions, net wages earned, the
12 inclusive dates of the pay period, the employee's name and the last four digits of his or her
13 Social Security number (or employee identification number), the name and address of the legal
14 entity that is the employer, and all applicable hourly rates in effect during the pay period and the
15 corresponding number of hours worked at each hourly rate by the employee.

16 136. Defendants violates Labor Code § 226(a) every pay period with respect to
17 Plaintiff and the Aggrieved Employees because Defendants failed to provide a document that
18 could constitute a wage statement within the meaning of Labor Code § 226.

19 137. Furthermore, Defendants violate Labor Code § 226(a) every pay period with
20 respect to the Aggrieved Employees due to violations including: failure to accurately state gross
21 wages earned, total hours worked, all deductions, net wages earned, the name and address of the
22 legal entity that is the employer, the inclusive dates of the pay period, and all applicable hourly
23 rates in effect during the pay period and the corresponding number of hours at each hourly rate
24 by the employee.

25 138. Labor Code § 226.2(a) also states "[f]or employees compensated on a piece-rate
26 basis during a pay period, the following shall apply for that pay period: [...] (2) the itemized
27 statement required by subdivision (a) of Section 226 shall, in addition to the other items specified
28 in that subdivision, separately state the following, to which the provisions of Section 226 shall

1 also be applicable: (A) the total hours of compensable rest and recovery periods, the rate of
2 compensation, and the gross wages paid for those periods during the pay period [and] (B) [...] the total hours of other nonproductive time, [...] the rate of compensation, and the gross wages
3 paid for that time during the pay period.”

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5 139. At all relevant times, Defendants failed to provide a wage statement to Plaintiff
6 and the Aggrieved Employees that complied with the requirements of Labor Code § 226.2(a)(2)
7 because the wage statements did not include any information regarding compensable
8 nonproductive time, or the rates of pay and compensation for the same. As such, Defendants
9 violate Labor Code § 226 and § 226.2 every pay period with respect to Plaintiff and the
10 Aggrieved Employees.

11 140. As a result of the unlawful employment practices alleged herein, Plaintiff seeks
12 the assessment of all applicable and available PAGA remedies pursuant to Labor Code § 2699,
13 and seeks to recover all attorneys’ fees, costs, and/or any other damages permitted under PAGA.

14 **VII. PRAYER FOR RELIEF**

15 WHEREFORE, Plaintiff, on behalf of himself, on a representative basis, and all others
16 similarly situated, prays for judgment and relief against Defendants, jointly and severally, as
17 follows:

18 1. As to the Seventh through Twelfth Causes of Action, the assessment of all
19 applicable and available remedies under PAGA;

20 2. For reasonable attorneys’ fees and costs as permitted under PAGA;

21 3. That the First through Sixth Causes of Action be certified as a class action;

22 4. That Plaintiff be appointed as Class Representative;

23 5. That counsel for Plaintiff be appointed Class Counsel;

24 6. For all applicable statutory penalties recoverable under the First through Sixth
25 Causes of Action to the extent permitted by law, including those pursuant to Labor Code and
26 Orders of the Industrial Welfare Commission;

27 7. For reasonable attorneys’ fees, costs of suit, and interest to the extent permitted by
28 law, including those pursuant to the Labor Code;

1 8. For restitution as provided by the Labor Code and Business and Professions Code
2 § 17200, *et seq.*;

3 9. For a declaratory judgment that Defendants have violated Labor Code §§ 200,
4 201, 202, 203, 204, 208, 210, 218.6, 221, 226, 226.2, 226.3, 226.8, 256, 558, 1194, 1194.2, and
5 2802, among other sections inadvertently omitted;

6 10. For an award of damages in the amount of unpaid compensation including, but
7 not limited to, unpaid wages, benefits, and penalties according to proof, including interest
8 thereon;

9 11. For pre- and post-judgment interest; and

10 12. For such other relief as the Court deems just and proper.

11 **DEMAND FOR JURY TRIAL**

12 WHEREFORE, Plaintiff, on behalf of himself and all others similarly situated, hereby
13 demand a jury trial as to the First through Sixth Causes of Action pled herein.

14
15 Dated: December 10, 2024

LAUBY, MANKIN & LAUBY LLP

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17 BY:



18 Peter J. Carlson, Esq.
19 Attorneys for Plaintiff
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