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YELENA LEBICH

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SOLANO

YELENA LEBICH, on behalf of herself and all
others similarly situated;

Plaintiff,

vs.

DIMES LOGISTICS LLC, a California limited
liability company; and DOES 1 through 100,
inclusive;

Defendants.

Case No. CU24-08861

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

- 1. MINIMUM WAGE VIOLATIONS
(LABOR CODE §§ 204, 558, 1182.12,
1194, 1194.2, 1197, 1198);**
- 2. FAILURE TO PAY OVERTIME
WAGES (LABOR CODE §§ 204, 510,
558, 1194, 1198);**
- 3. MEAL PERIOD VIOLATIONS
(LABOR CODE §§ 226.7, 512, 1198);**
- 4. REST PERIOD VIOLATIONS
(LABOR CODE §§ 226.7, 516, 1198);**
- 5. WAGE STATEMENT VIOLATIONS
(LABOR CODE § 226, *et seq.*);**
- 6. WAITING TIME PENALTIES
(LABOR CODE §§ 201-203);**
- 7. FAILURE TO REIMBURSE
BUSINESS EXPENSES (LABOR
CODE §§ 2802, 2804);**
- 8. UNFAIR COMPETITION (BUS. &
PROF. CODE § 17200, *et seq.*); and**
- 9. CIVIL PENALTIES UNDER
PRIVATE ATTORNEYS GENERAL
ACT (LABOR CODE § 2698 *et seq.*).**

**DEMAND FOR JURY TRIAL
UNLIMITED CIVIL CASE**

1 Plaintiff Yelena Lebich (“Plaintiff”), on behalf of herself and all others similarly situated,
2 hereby brings this Class and Representative Action Complaint against Dimes Logistics LLC and
3 Does 1 through 100, inclusive (collectively, “Defendants”), and on information and belief alleges
4 as follows:

5 **JURISDICTION**

6 1. Plaintiff, on behalf of herself and all others similarly situated, hereby brings this
7 class action for recovery of unpaid wages and penalties under California Business and Professions
8 Code section 17200, *et. seq.*; Labor Code sections 201-204, 226, 226.7, 510, 512, 516, 558,
9 1182.12, 1194, 1194.2, 1197, 1198, 2802, 2804, 2698 *et seq.*; and Industrial Welfare Commission
10 Wage Order No. 9 (“Wage Order 9”), in addition to seeking declaratory relief and restitution.
11 This class action is brought pursuant to California Code of Civil Procedure section 382. This
12 Court has jurisdiction over Defendants’ violations of the California Labor Code because the
13 amount in controversy exceeds this Court’s jurisdictional minimum.

14 **VENUE**

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

20 **PARTIES**

21 3. Plaintiff is over the age of eighteen (18). At all relevant times, Plaintiff was, and
22 currently is, a California resident. During the four years preceding this action’s filing and within
23 the statute of limitations periods applicable to each cause of action herein, Plaintiff was employed
24 by Defendants as a non-exempt employee. Plaintiff was, and is, a victim of Defendants’ policies
25 and/or practices complained of herein, lost money and/or property, and has been deprived of the
26 rights guaranteed by Labor Code §§ 201-204, 226, 226.7, 510, 512, 516, 558, 1182.12, 1194,
27 1194.2, 1197, 1198, 2802, 2804; Business & Professions Code § 17200, *et seq.*, and Wage Order
28 9, which sets employment standards for the transportation industry.

1 4. Plaintiff is informed and believes, and based thereon alleges, that during the four
2 years preceding the filing of this lawsuit and continuing to the present, Defendants did (and do)
3 business as an Amazon-contracted last mile delivery company, and that they employed Plaintiff
4 and other similarly situated non-exempt employees within the State of California.

5 5. Plaintiff does not know the true names or capacities, whether individual, partner,
6 or corporate, of the defendants sued herein as DOES 1 through 100, and for that reason, said
7 defendants are sued under such fictitious names, and Plaintiff will seek leave from this Court to
8 amend this Complaint when such true names and capacities are discovered. Plaintiff is informed
9 and believes, and thereon alleges, that each of said fictitious defendants, whether individual,
10 partners, or corporate, were responsible in some manner for the acts and omissions alleged herein,
11 and proximately caused Plaintiff and the Classes (as defined in Paragraph 19) to be subject to the
12 unlawful employment practices, wrongs, injuries, and damages complained of herein.

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

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

21 8. At all times mentioned herein, Defendants, and each of them, were members of
22 and engaged in a joint venture, partnership, and common enterprise, and acting within the course
23 and scope of and in pursuance of said joint venture, partnership, and common enterprise. Further,
24 Plaintiff alleges that all Defendants were joint employers for all purposes of Plaintiff and all Class
25 Members (as defined in Paragraph 19).

26 **GENERAL FACTUAL ALLEGATIONS**

27 9. Plaintiff was employed by Defendants as a non-exempt delivery driver from in or
28 about November 2022 until in or about October 2024.

1 10. During Plaintiff's employment with Defendants, Defendants required Plaintiff and
2 other drivers to use their personal cellular phones for work purposes. For example, Defendants
3 required Plaintiff and other drivers to download the GroupMe app onto their cell phones and to
4 participate in group chats on that app. Many work-related communications including updates
5 regarding company rules, trainings, uniforms, and other work-related communications were made
6 exclusively through the GroupMe app, and therefore Plaintiff's and other drivers' use of GroupMe
7 on their personal cell phones was indispensable in doing their jobs for Defendants. Defendants
8 also required Plaintiff and other drivers to clock in and clock out on the ADP app, which was
9 required to be downloaded onto their personal cell phones as well. Plaintiff and other drivers were
10 also required to use their personal cell phones to communicate with dispatch. In addition, Plaintiff
11 and other drivers were required to use the Amazon Flex app in order to perform their duties; while
12 the Amazon Flex app was installed on phones provided by Defendants, the phones provided by
13 Defendants would not always work properly, and Plaintiff and other drivers were forced to use
14 the Amazon Flex app on their personal cell phones instead.

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

22 12. Plaintiff was also not paid for all hours worked, including certain trainings she was
23 required to attend. For example, on May 29, 2024, Plaintiff was required to attend an e-vehicle
24 training for approximately 2 hours, but she was not paid for this time. On information and belief,
25 Defendants have likewise failed to pay other employees for training and/or other off-the-clock
26 work. Defendants' failure to pay for all hours worked has resulted in unpaid wages, including
27 unpaid minimum wages and unpaid overtime wages.

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1 13. Defendants have also failed to provide meal periods to Plaintiff and other non-
2 exempt employees. Specifically, there often was not enough time in Plaintiff's and other drivers'
3 shift to make all of their deliveries timely and still take a 30-minute meal period prior to the end
4 of the fifth hour of work. This was exacerbated by heavy traffic and/or other conditions that made
5 it even less practicable to make all deliveries in the allotted time frame. Defendants would closely
6 monitor Plaintiff's and other drivers' progress on their routes and would reprimand them if they
7 fell behind. Likewise, on occasions when Plaintiff worked over 10 hours, she was not provided
8 with a second meal period. Despite failing to provide Plaintiff and other non-exempt employees
9 with legally compliant meal periods, Defendants have failed to pay the meal period premiums
10 required by Labor Code § 226.7. Upon information and belief, during at least a portion of the
11 putative class period, Defendants have maintained no payroll code or other mechanism for paying
12 meal period premiums when Defendants failed to provide a legally compliant meal period.

13 14. Despite failing to provide meal periods, Defendants would require Plaintiff and
14 other drivers to clock out as if they took 30-minute meal periods, and if they didn't clock out for
15 a meal period, Defendants would add a 30-minute meal period to their time records after-the-fact
16 (i.e., auto-deduct). These practices would result in Plaintiff and other drivers not being paid for
17 those 30 minutes that they were actually working. This resulted in further unpaid wages, including
18 unpaid minimum wages and overtime wages.

19 15. Defendants have also failed to authorize and permit compliant rest periods to
20 Plaintiff and other non-exempt employees. As with meal periods, the number of deliveries that
21 were required on the route, as well as traffic conditions and other factors, often made it
22 impracticable to take a 10-minute off-duty rest period for each four hours of work (or major
23 fraction thereof). In addition, supervisors would denigrate drivers who tried to take breaks
24 (including accusing them of "milking the clock"), would praise drivers who finished their routes
25 early, and told drivers that breaks were only authorized when it is "super hot." Each of these
26 factors further prevented, impeded, and/or dissuaded Plaintiff and other drivers from taking the
27 breaks to which they were legally entitled. Despite failing to authorize and permit legally
28 compliant rest periods to Plaintiff and other non-exempt employees, Defendants have failed to

1 pay the rest period premiums required by Labor Code § 226.7. Upon information and belief,
2 during at least a portion of the putative class period, Defendants have maintained no payroll code
3 or other mechanism for paying rest period premiums when Defendants failed to authorize and
4 permit a legally compliant rest period.

5 16. As a result of Defendants' failure to pay all wages due, their failure to account for
6 and compensate for all hours worked by its employees, and/or their failure to pay meal and rest
7 period premium wages, Defendants have failed to pay all wages to Plaintiff and other formerly
8 employed non-exempt employees at the separation of their employment.

9 17. As a further result of Defendants' unlawful practices described above, Defendants
10 have maintained inaccurate time and payroll records, and have issued inaccurate wage statements
11 to Plaintiff and other non-exempt employees.

12 18. On information and belief, Defendants have engaged in the above unlawful
13 practices throughout the putative class period and continuing to the present.

14 **CLASS ACTION ALLEGATIONS**

15 19. **Class Definitions:** Plaintiff brings this action on behalf of himself and the
16 following Classes pursuant to Section 382 of the Code of Civil Procedure:

17 a. The Minimum Wage Class consists of all of the Defendants' current and former
18 non-exempt employees in California who were subject to Defendants' timekeeping and
19 payroll practices, and/or who were required to engage in unpaid trainings or other off-the-
20 clock work, at any point from four years prior to the filing of this action to the present.

21 b. The Overtime Class consists of all of the Defendants' current and former non-
22 exempt employees in California who worked more than 8.0 hours in a workday and/or over
23 40.0 hours in a workweek, at any time from four years immediately preceding the filing of
24 this action through the present.

25 c. The Meal Period Class consists of all of the Defendants' current and former non-
26 exempt employees in California who worked at least one shift in excess of 5.0 hours, and/or
27 at least one shift in excess of 10.0 hours, during the four years immediately preceding the
28 filing of this action through the present.

1 d. The Rest Period Class consists of all of the Defendants' current and former non-
2 exempt employees in California who worked at least one shift of 3.5 hours or more, at any
3 time from four years immediately preceding the filing of this action through the present.

4 e. The Wage Statement Class consists of (i) all members of the Minimum Wage
5 Class, Overtime Class, Meal Period Class, and/or Rest Period Class who received a wage
6 statement from Defendants at any time from one year immediately preceding the filing of
7 this action through the present.

8 f. The Waiting Time Class consists of all members of the Minimum Wage Class,
9 Overtime Class, Meal Period Class, and/or Rest Period Class, who are no longer employed
10 by Defendants and whose employment with Defendants ended at any time from three years
11 immediately preceding the filing of this action through the present.

12 g. The Expense Reimbursement Class consists of all of Defendants' employees who
13 were required to use their personal property, including but not limited to personal cellular
14 phones, for work-related purposes, at any time from four years prior to the filing of this
15 action through the present.

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

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

- 25 i. Whether Defendants paid members of the Minimum Wage Class at least
26 the applicable minimum wage for all hours worked;
- 27 ii. Whether Defendants' timekeeping and payroll practices violate the
28 applicable Labor Code provisions including, but not limited to, Sections

510 and 1194 by requiring overtime work and not paying the Overtime Class for said work according to California's overtime laws;

iii. Whether Defendants provided legally compliant meal periods to members of the Meal Period Class;

iv. Whether Defendants authorized and permitted legally compliant rest periods to members of the Rest Period Class;

v. Whether Defendants furnished legally compliant wage statements to members of the Wage Statement Class pursuant to Labor Code § 226;

vi. Whether Defendants paid all wages due to members of the Waiting Time Class at the time of separation of employment; and

vii. Whether Defendants properly reimbursed expenses incurred by members of the Expense Reimbursement Class.

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

23. **Typicality:** Plaintiff's claims are typical of the claims of the Classes because Plaintiff was employed by Defendants as a non-exempt employee in California during the statute(s) of limitation applicable to each cause of action pled in the Complaint in this action. As alleged herein, Plaintiff, like the members of the Classes, was not paid all earned minimum wages and overtime wages; was subject to Defendants' uniform meal and rest period policies/practices; was furnished with inaccurate wage statements; was deprived of all final wages upon separation of employment from Defendants; and was not reimbursed for all expenses she incurred in carrying out her job duties for Defendants.

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

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

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1 **FIRST CAUSE OF ACTION**

2 **MINIMUM WAGE VIOLATIONS**

3 **(AGAINST ALL DEFENDANTS)**

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

5 27. Wage Order 9, § 4 and Labor Code §§ 1197 and 1182.12 establish employees'
6 right to be paid minimum wages for all hours worked in amounts set by state law. Labor Code §§
7 1194(a) and 1194.2(a) provide that an employee who has not been paid the legal minimum wage
8 as required by Labor Code § 1197 may recover the unpaid balance together with attorneys' fees,
9 costs of suit, liquidated damages in an amount equal to the unpaid wages, and interest.

10 28. At all relevant times, Defendants failed to conform their pay practices to the
11 requirements of the law by failing to pay Plaintiff and the Minimum Wage Class for all hours
12 actually worked including, but not limited to, all hours they were subject to Defendants' control
13 and/or suffered or permitted to work under the Labor Code and Wage Order 9.

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

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

24 31. Defendants' practice and uniform administration of corporate policy regarding
25 illegal employee compensation is unlawful and creates an entitlement to recovery by Plaintiff
26 and the Minimum Wage Class in a civil action for the unpaid amount of minimum wages,
27 liquidated damages, interest, statutory penalties, and attorneys' fees and costs of suit, per Labor
28 Code §§ 204, 218.6, 558, 1194, 1194.2, 1197, 1198, and Code of Civil Procedure § 1021.5.

SECOND CAUSE OF ACTION
FAILURE TO PAY OVERTIME WAGES
(AGAINST ALL DEFENDANTS)

32. Plaintiff re-alleges and incorporates by reference all prior paragraphs.

33. This cause of action is brought pursuant to Labor Code §§ 204, 510, 558, 1194, and 1198, which provide that non-exempt employees are entitled to overtime wages for all overtime hours worked, and which provide a private right of action for the failure to pay all overtime compensation for overtime work performed.

34. At all times relevant herein, Defendants were required to properly compensate Plaintiff and members of the Overtime Class for all overtime hours worked pursuant to California Labor Code § 1194 and Wage Order 9. Wage Order 9, § 3 requires an employer to pay an employee “one and one-half (1½) times the employee’s regular rate of pay” for work in excess of 8 hours per workday and/or in excess of 40 hours in any workweek, and for the first 8 hours on the seventh consecutive workday in a workweek. Wage Order 9, § 3 also requires an employer to pay an employee double the employee’s regular rate of pay for work in excess of 12 hours in a workday and/or in excess of 8 hours on the seventh consecutive day of work in the workweek. As alleged herein, Defendants caused Plaintiff and Overtime Class members to work overtime and double-time hours but did not compensate them at one and one-half times (or two times) their regular rate of pay for such hours.

35. The foregoing policies and practices are unlawful and create entitlement to recovery by Plaintiff and the Overtime Class in a civil action for the unpaid amount of overtime premiums owing, including interest thereon, statutory penalties, and attorneys’ fees and costs of suit according to California Labor Code §§ 204, 218.6, 510, 558, 1194, and 1198, and Code of Civil Procedure § 1021.5.

THIRD CAUSE OF ACTION
MEAL PERIOD VIOLATIONS
(AGAINST ALL DEFENDANTS)

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

1 37. Plaintiff is informed and believes, and based thereon alleges, that Defendants
2 failed in their affirmative obligation to provide all their non-exempt employees, including
3 Plaintiff and members of the Meal Period Class, with all required meal periods in accordance with
4 the mandates of the California Labor Code and Wage Order 9, for the reasons set forth in this
5 Complaint.

6 38. As a result, Defendants owe premium compensation for meal period violations,
7 including interest thereon, statutory penalties, and costs of suit, pursuant to Wage Order 9, Labor
8 Code §§ 226.7 and 512, Civil Code § 3287, and Art. XV, § 1 of the California Constitution.

9 **FOURTH CAUSE OF ACTION**

10 **REST PERIOD VIOLATIONS**

11 **(AGAINST ALL DEFENDANTS)**

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

13 40. Labor Code §§ 226.7 and 516, and Wage Order 9, § 12 establish the right of
14 employees to be authorized and permitted a rest period of at least ten (10) minutes for each four
15 (4) hour period worked, or major fraction thereof.

16 41. As alleged herein, Defendants have failed to authorize and permit Plaintiff and
17 Rest Period Class members to take their legally entitled rest periods. Defendants have also failed
18 to compensate Plaintiff and Rest Period Class members with a rest period premium for each
19 workday they were not authorized and permitted all rest periods to which they were entitled.

20 42. The foregoing violations create an entitlement to recovery by Plaintiff and Rest
21 Period Class members in a civil action for the unpaid amount of rest period premiums owing,
22 including interest thereon, statutory penalties, civil penalties, and costs of suit according to Labor
23 Code §§ 226.7, 516, 558; Code of Civil Procedure § 1021.5; Civil Code § 3287; and Art. XV, §
24 1 of the California Constitution.

25 **FIFTH CAUSE OF ACTION**

26 **WAGE STATEMENT VIOLATIONS**

27 **(AGAINST ALL DEFENDANTS)**

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

1 44. Plaintiff is informed and believes, and based thereon alleges, that Defendants
2 knowingly and intentionally, as a matter of uniform policy and practice, failed to furnish Plaintiff
3 and the Wage Statement Class with accurate and complete itemized wage statements that
4 included, among other requirements, all hours worked, all hours worked at each rate of pay, and
5 all wages earned, in violation of Labor Code § 226.

6 45. Defendants' failure to furnish Plaintiff and members of the Wage Statement Class
7 with complete and accurate itemized wage statements resulted in injury, as said failures led to,
8 among other things, the non-payment of all their wages and meal and rest period premium wages,
9 and deprived them of the information necessary to identify and reconcile the discrepancies in
10 Defendants' reported data.

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

15 **SIXTH CAUSE OF ACTION**

16 **WAITING TIME PENALTIES**

17 **(AGAINST ALL DEFENDANTS)**

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

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

25 49. Plaintiff is informed and believes, and based thereon alleges, that Defendants
26 failed to timely pay Plaintiff and members of the Waiting Time Class all final wages due to them
27 at their separation from employment, including (but not limited to) unpaid minimum wages and
28 overtime wages and unpaid meal and rest period premium wages.

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

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

SEVENTH CAUSE OF ACTION

FAILURE TO REIMBURSE BUSINESS EXPENSES

(AGAINST ALL DEFENDANTS)

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

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

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

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

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

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

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

10 **EIGHTH CAUSE OF ACTION**

11 **UNFAIR COMPETITION**

12 **(AGAINST ALL DEFENDANTS)**

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

14 60. Defendants have engaged, and continue to engage, in unfair and/or unlawful
15 business practices in violation of Business & Professions Code § 17200, *et seq.*, by failing to pay
16 Plaintiff and the Classes all minimum wages and overtime wages due, failing to provide meal
17 periods or pay meal period premiums, failure to authorize and permit rest periods or pay rest
18 period premiums, failing to furnish accurate and complete itemized wage statements, failing to
19 reimburse business expenses, and failing to pay all earned wages at separation of employment.

20 61. Defendants’ utilization of these unfair and/or unlawful business practices has
21 deprived Plaintiff and members of the Classes of compensation to which they are legally entitled,
22 constitutes unfair and/or unlawful competition, and provides an unfair advantage over
23 Defendants’ competitors who have been and/or are currently employing workers and attempting
24 to do so in honest compliance with applicable wage and hour laws.

25 62. Because Plaintiff is a victim of Defendants’ unfair and/or unlawful conduct alleged
26 herein, Plaintiff, for herself and on behalf of the members of the Classes, seeks full restitution of
27 monies as necessary and according to proof, to restore all monies withheld, acquired, and/or
28 converted by Defendants pursuant to Business & Professions Code §§ 17203 and 17208.

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

64. Plaintiff was compelled to retain the services of counsel to file this court action to protect her interests and those of the Classes, to obtain restitution and injunctive relief on behalf of Defendants' current non-exempt employees, and to enforce important rights affecting the public interest. Plaintiff has thereby incurred the financial burden of attorneys' fees and costs, which she is entitled to recover under Code of Civil Procedure § 1021.5.

NINTH CAUSE OF ACTION

CIVIL PENALTIES UNDER THE PRIVATE ATTORNEYS GENERAL ACT

(AGAINST ALL DEFENDANTS)

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

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

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- a. Failing to pay all overtime and/or double-time compensation owed to Plaintiff and other aggrieved employees, in violation of Labor Code §§ 204, 510, 558, 1194, and 1198;
- b. Failing to provide legally compliant meal periods to Plaintiff and other aggrieved employees, in violation of Labor Code §§ 226.7, 512, 558, and 1198;
- c. Failing to pay Plaintiff and other aggrieved employees at least the minimum wage for all hours worked, in violation of Labor Code §§ 204, 558, 1182.12, 1194, 1194.2, 1197, and 1198;
- d. Failing to authorize and permit legally compliant rest periods to Plaintiff and other aggrieved employees, in violation of Labor Code §§ 226.7, 516, 558, and 1198;
- e. Failing to reimburse or indemnify Plaintiff and other aggrieved employees for expenses incurred while carrying out their duties for Defendants, in violation of Labor Code §§ 2802, 2804, and 1198;
- f. Failing to timely pay all final wages owed to Plaintiff and other aggrieved former employees at the separation of employment, in violation of Labor Code §§ 201-203;
- g. Failing to furnish accurate itemized wage statements to Plaintiff and other aggrieved employees, in violation of Labor Code § 226;
- h. Failing to maintain accurate records on behalf of Plaintiff and other aggrieved employees, in violation of Labor Code §§ 1174 and 1198.

67. On or about November 12, 2024, Plaintiff notified Defendant Dimes Logistics, LLC, via certified mail, and the California Labor and Workforce Development Agency (“LWDA”) via its website, of Defendants’ violations of the Labor Code and Plaintiff’s intent to bring a claim for civil penalties under Labor Code § 2698 *et seq.* (“PAGA”) with respect to the violations of the Labor Code identified in paragraph 66 (a)-(h) above. Now that sixty-five days have passed from Plaintiff’s notifying Defendants and the LWDA of these violations, Plaintiff has exhausted her administrative requirements for bringing a claim under the PAGA with respect

1 to these violations. As noted in Plaintiff's notice letter, the "aggrieved employees" Plaintiff seeks
2 to represent in his PAGA action are all current and former non-exempt employees of Defendants
3 who have worked for Defendants in California at any time from one year immediately preceding
4 the date of Plaintiff's PAGA notice letter through the date that judgment is entered in Plaintiff's
5 PAGA action or any alternative date agreed upon by the parties and/or approved by the Court.

6 68. Plaintiff was compelled to retain the services of counsel to file this court action to
7 protect her interests and the interests of other aggrieved employees, and to assess and collect the
8 civil penalties owed by Defendants. Plaintiff has thereby incurred attorneys' fees and costs,
9 which she is entitled to recover under California Labor Code § 2699(k).

10 **PRAYER FOR RELIEF**

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

- 13 1. For an order certifying the proposed Classes;
- 14 2. For an order appointing Plaintiff as representative of the Classes;
- 15 3. For an order appointing counsel for Plaintiff as counsel for the Classes;
- 16 4. Upon the First Cause of Action, for payment of minimum wages, liquidated
17 damages, and penalties according to proof pursuant to Labor Code §§ 1182.12, 1194, 1194.2,
18 1197, and 1198;
- 19 5. Upon the Second Cause of Action, for compensatory, consequential, general, and
20 special damages according to proof pursuant to Labor Code §§ 204, 510, 558, 1194, and 1198;
- 21 6. Upon the Third Cause of Action, for compensatory, consequential, general, and
22 special damages according to proof pursuant to Labor Code §§ 204, 226.7, 512, 558, and 1198;
- 23 7. Upon the Fourth Cause of Action, for compensatory, consequential, general, and
24 special damages according to proof pursuant to Labor Code §§ 226.7, 516, 558, and 1198;
- 25 8. Upon the Fifth Cause of Action, for statutory penalties pursuant to Labor Code §
26 226, *et seq.*;
- 27 9. Upon the Sixth Cause of Action, for statutory waiting time penalties pursuant to
28 Labor Code §§ 201-203;

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

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

6 12. Upon the Ninth Cause of Action, for civil penalties due to Plaintiff, other aggrieved
7 employees, and the State of California according to proof pursuant to Labor Code § 2699,
8 including, but not limited to: (1) \$100.00 for each initial violation for each failure to pay each
9 employee and \$200.00 for each subsequent violation or willful or intentional violation pursuant
10 to Labor Code § 210 for each failure to pay each employee, plus 25% of the amount unlawfully
11 withheld; (2) \$50.00 for each initial violation and \$100 for each subsequent violation pursuant to
12 Labor Code § 558 per employee per pay period; (3) \$100.00 for each initial violation and \$250.00
13 for each subsequent violation pursuant to Labor Code § 1197.1 per employee per pay period; (4)
14 \$250.00 for each initial violation of Labor Code § 226 and \$1,000.00 for each subsequent
15 violation, pursuant to Labor Code § 226.3 per employee per pay period; and/or (5) \$100.00 for
16 each initial violation and \$200.00 for each subsequent violation per employee per pay period for
17 those violations of the Labor Code for which no civil penalty is specifically provided, pursuant to
18 Labor Code § 2699(f);

19 13. Prejudgment interest on all due and unpaid wages and other damages pursuant to
20 Cal. Labor Code §§ 218.6, 1194(a), and 2802(b); Civil Code § 3287; and Art. XV, § 1 of the
21 California Constitution;

22 14. On all causes of action, for attorneys' fees and costs as provided by Labor Code §§
23 226(e), 1194 *et seq.*, 2802(c), 2699(k), Code of Civil Procedure § 1021.5, and all other applicable
24 statutes; and

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

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3 Date: January 17, 2025

MARQUEE LAW GROUP, APC

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6 Tuvia Korobkin
7 Attorneys for Plaintiff

8 **DEMAND FOR JURY TRIAL**

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

10 Date: January 17, 2025

MARQUEE LAW GROUP, APC

11 

12 Tuvia Korobkin
13 Attorneys for Plaintiff