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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

ANTONIO HERNANDEZ, KEVIN MORA,
 OMAR RUGAMA, WALTER ALVAREZ-
 PEREZ, JHONATAN RAMIREZ, WILIAM
 VARGAS, individually, and on behalf of all
 others similarly situated,

Plaintiffs,

v.

PIGGY EXPRESS INC., a California
 corporation; PIGGYSHIP INC., a California
 corporation; JIANG CHEN, an individual;
 CESAR BORGAS, an individual, and DOES 1
 through 10, inclusive,

Defendants.

FILED
 Superior Court of California
 County of Los Angeles

05/01/2025

David W. Stryba, Executive Officer / Clerk of Court

By: S. Soto Deputy

Case No.: 24STCV31381

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

1. Failure to Pay Minimum and Straight Time Wages (Cal. Lab. Code §§ 204, 1194, 1194.2, 1197, and 1197.1);
2. Failure to Pay Overtime Wages (Cal. Lab. Code §§ 1194 and 1198);
3. Failure to Provide Meal Periods (Cal. Lab. Code §§ 226.7, 512);
4. Failure to Authorize and Permit Rest Periods (Cal. Lab. Code §§ 226.7);
5. Failure to Timely Pay Final Wages at Termination (Cal. Lab. Code §§ 201-203);
6. Failure to Provide Accurate Itemized Wage Statements (Cal. Lab. Code § 226);
7. Failure to Indemnify Employees for Expenditures (Cal. Lab. Code § 2802);
8. Failure to Produce Requested Employment Records (Cal. Lab. Code §§ 226 and 1198.5);
9. Unfair Business Practices (Cal. Bus. & Prof. Code §§ 17200, *et seq.*); and
10. Civil Penalties Under the Labor Code Private Attorneys General Act of 2004 (Cal. Lab. Code §§ 2698 *et seq.*).

DEMAND FOR JURY TRIAL

Plaintiffs Antonio Hernandez, Kevin Mora, Omar Rugama, Walter Alvarez-Perez, Jhonatan Ramirez, and Wiliam Vargas (“Plaintiffs”), on information and belief, allege as follows:

INTRODUCTION & PRELIMINARY STATEMENT

1. Plaintiffs bring this action against Defendants Piggy Express Inc., Piggy Ship Inc., Jiang Chen, Cesar Borgas, and DOES 1 through 10 (hereinafter collectively referred to as “Defendants”) for California Labor Code violations and unfair business practices stemming from Defendants’ failure to pay for all hours worked (minimum, straight time, and overtime wages), failure to provide meal periods, failure to authorize and permit rest periods, failure to timely pay final wages, failure to furnish accurate wage statements, failure to indemnify employees for expenditures, and failure to produce requested employment records.

2. Plaintiffs bring the First through Ninth Causes of Action individually and as a class action on behalf of Plaintiffs and certain current and former employees of Defendants (hereinafter collectively referred to as the “Class” or “Class Members,” and defined more fully below). The Class consists of Plaintiffs and all other persons who have been employed by any Defendant in California as an hourly-paid or non-exempt employee during the statute of limitations period applicable to the claims pleaded here, including those employees that were misclassified as independent contractors.

3. Plaintiffs bring the Tenth Cause of Action as a representative action under the Labor Code Private Attorneys Act of 2004, Labor Code sections 2698 *et seq.* (“PAGA”) to recover civil penalties that are owed to Plaintiffs, the State of California, and past and present non-exempt employees employed by Defendants in the State of California during the statute of limitations period for their PAGA claim (herein after referred to as the “Aggrieved Employees”).

4. Defendants own/owned and operate/operated an industry, business, and establishment within the State of California, including Los Angeles County that included, without limitation, warehouse and delivery services to customers. As such and based upon all the facts and circumstances incident to Defendants’ business in California, Defendants are subject to the California Labor Code, Wage Orders issued by the Industrial Welfare Commission (“IWC”), and the California Business & Professions Code.

5. Despite these requirements, throughout the statutory period, Defendants have, at times:

- (a) Failed to pay some, but not necessarily all employees for all hours worked, including all minimum, straight time, and overtime wages in compliance with the California Labor Code and IWC Wage Orders;
- (b) Failed to provide some, but not necessarily all employees with timely and duty-free meal periods in compliance with the California Labor Code and IWC Wage Orders, failed to maintain accurate records of all meal periods taken or missed, and failed to pay an additional hour's pay for each workday a meal period violation occurred;
- (c) Failed to authorize and permit some, but not necessarily all employees to take timely and duty-free rest periods in compliance with the California Labor Code and IWC Wage Orders, and failed to pay an additional hour's pay for each workday a rest period violation occurred;
- (d) Willfully failed to pay some, but not necessarily all employees all minimum wage, straight time wages, overtime wages, meal period premium wages, and rest period premium wages due within the time period specified by California law when employment terminates;
- (e) Failed to provide some, but not necessarily all employees with accurate, itemized wage statements containing all the information required by the California Labor Code and IWC Wage Orders;
- (f) Failed to indemnify some, but not necessarily all employees for expenditures incurred in direct discharge of duties of employment; and
- (g) Failed to timely produce requested employment records to some, but not necessarily all employees as required by the California Labor Code and IWC Wage Order.

6. On information and belief, Defendants were on actual and constructive notice of the improprieties alleged herein and intentionally refused to rectify their unlawful conduct.

Defendants' violations, as alleged above, during all relevant times herein were willful and deliberate.

7. At all relevant times, Defendants were and are legally responsible for all of the unlawful conduct, policies, acts and omissions as described in each and all of the foregoing paragraphs as the employers of Plaintiffs and the Class. Further, Defendants are responsible for each of the unlawful acts or omissions complained of herein under the doctrine of "respondeat superior."

THE PARTIES

A. Plaintiffs

8. Plaintiff Antonio Hernandez is a resident of California who worked for Defendants in Los Angeles County, California from approximately June 2024 to approximately August 2024 as a delivery driver. Plaintiff Antonio Hernandez should have been paid an hourly wage for his services as a non-exempt employee.

9. Plaintiff Kevin Mora is a resident of California who worked for Defendants in Los Angeles County, California from approximately April 2024 to present. Plaintiff Kevin Mora should have been paid an hourly wage for his services as a non-exempt employee.

10. Plaintiff Omar Rugama Rugama is a resident of California who worked for Defendants in Los Angeles County, California from approximately July 2024 to approximately July 2024. Plaintiff Kevin Mora should have been paid an hourly wage for his services as a non-exempt employee.

11. Plaintiff Jhonatan Ramirez is a resident of California who worked for Defendants in Los Angeles County from approximately May 2024 to approximately June 2024. Plaintiff Jhonathan Ramirez should have been paid an hourly wage for his services as a non-exempt employee.

12. Plaintiff Walter Alvarez is a resident of California who worked for Defendants in Los Angeles County, California from approximately June 2023 to present. Plaintiff Walter Alvarez should have been paid an hourly wage for his services as a non-exempt employee.

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1 13. Plaintiff Wilian Vargas is a resident of California who worked for Defendants in
2 Los Angeles County from approximately July 2024 to approximately July 2024. Plaintiff William
3 Vargas should have been paid an hourly wage for his services as a non-exempt employee.

4 14. Each Plaintiff and all similarly situated are, and all times pertinent hereto, have been
5 misclassified as independent contractors by Defendants. Defendants hired the Plaintiffs in
6 California to provide warehouse and delivery services to Defendants' customers.

7 15. Plaintiffs reserve the right to seek leave to amend this complaint to add new
8 Plaintiffs, if necessary, in order to establish suitable representative(s) pursuant to *La Sala v.*
9 *American Savings and Loan Association* (1971) 5 Cal.3d 864, 872, and other applicable law.

10 **B. Defendants**

11 16. Plaintiffs are informed and believe, and based upon that information and belief
12 allege, that Defendants Piggy Express Inc. and Piggy Ship Inc. are, and at all times herein
13 mentioned, were:

- 14 (a) Business entities conducting business in numerous counties throughout the
15 State of California, including Los Angeles County; and,
16 (b) The former employers of Plaintiffs, and the current and/or former employers
17 of the putative Class because Defendants Piggy Express Inc. and Piggy Ship
18 Inc. suffered and permitted Plaintiffs and the Class to work; and/or exercised
19 control over their wages, hours, or working conditions; and/or engaged
20 Plaintiffs and the Class, thereby creating a common law employment
21 relationship.

22 17. Plaintiffs are informed and believe, and based upon that information and belief
23 allege, that Defendant Jiang Chen, is, and all times relevant hereto was, an individual residing in
24 California and was a Director, Officer, and/or managing agent of Defendants Piggy Express Inc.
25 and Piggy Ship Inc. who violated or caused to be violated the Labor Code provisions mentioned
26 herein and is thus liable under Labor Code § 558.1. On information and belief, Plaintiffs allege
27 that Defendant Jiang Chen made the decision or was involved in the decision to classify Plaintiffs
28 and other Class Members as independent contractors.

18. Plaintiffs are informed and believe, and based upon that information and belief allege, that Defendant Cesar Borjas is, and all times relevant hereto was, an individual residing in California and was a person acting on behalf of Defendants Piggy Express Inc. and/or Piggy Ship Inc. who violated or caused to be violated the Labor Code provisions mentioned herein and is thus liable under Labor Code § 558.1. On information and belief, Plaintiffs allege that Defendant Cesar Borjas made the decision or was involved in the decision to withhold wages from Plaintiffs and other Class Members, including by improperly deducting wages as penalties and from Plaintiffs and other Class Members and requiring that Plaintiffs and other Class Members work off-the-clock in Defendants' warehouse sorting and loading packages.

19. Plaintiffs do not know the true names or capacities of the persons or entities sued herein as Does 1-10, inclusive, and therefore sues said Defendants by such fictitious names. Each of the Doe Defendants was in some manner legally responsible for the damages suffered by Plaintiffs and the Class as alleged herein. Plaintiffs will amend this complaint to set forth the true names and capacities of these Defendants when they have been ascertained, together with appropriate charging allegations, as may be necessary.

20. At all times mentioned herein, the Defendants named as Does 1-10, inclusive, and each of them, were residents of, doing business in, availed themselves of the jurisdiction of, and/or injured a significant number of the Plaintiffs and the Class in the State of California.

21. Plaintiffs are informed and believe and thereon allege that at all relevant times each Defendant, directly or indirectly, or through agents or other persons, employed Plaintiffs and the other employees described in the class definitions below, and exercised control over their wages, hours, and working conditions. Plaintiffs are informed and believe and thereon allege that, at all relevant times, each Defendant was the principal, agent, partner, joint venturer, joint employer, officer, director, controlling shareholder, subsidiary, affiliate, parent corporation, successor in interest and/or predecessor in interest of some or all of the other Defendants, and was engaged with some or all of the other Defendants in a joint enterprise for profit, and bore such other relationships to some or all of the other Defendants so as to be liable for their conduct with respect to the matters alleged below. Plaintiffs are informed and believe and thereon allege that each Defendant acted

pursuant to and within the scope of the relationships alleged above, that each Defendant knew or should have known about, and authorized, ratified, adopted, approved, controlled, aided, and abetted the conduct of all other Defendants.

ALLEGATIONS COMMON TO ALL CAUSES OF ACTION

22. During Plaintiffs' employment for Defendants, Defendants paid Plaintiffs a fixed wage for deliveries completed and misclassified Plaintiffs as independent contractors. As drivers and warehouse workers, Plaintiffs and the Class were required to sort and load packages into vehicles as well as comply with the terms of service of Defendants' mobile and web applications. Upon loading packages into vehicles, Plaintiffs and Class Members were assigned routes to deliver tens of packages per day. If a package was not delivered due to time restraints or inaccessibility to the delivery address, Plaintiffs and Class Members were monetarily penalized and/or not paid at all for their work. If a Plaintiff or Class Member refused certain routes, Plaintiff and/or Class Members were reprimanded, terminated, or had their routes or provided with less favorable routes. Plaintiffs and Class Members used their own vehicles to make deliveries as well as their own cell phones to communicate with Defendants and log their deliveries. Defendants did not provide reimbursement to Plaintiffs or Class Members for these necessary business related expenses.

23. Defendants repeatedly and frequently scheduled Plaintiffs to work at least five days in a workweek and at least eight hours per day, but Plaintiffs also routinely worked more than eight hours in a workday and more than forty (40) hours in a workweek.

24. Throughout Plaintiffs' employment, Defendants, at times, failed to pay Plaintiffs for all hours worked (including minimum, straight time, and overtime wages), failed to provide Plaintiffs with legally compliant meal periods, failed to authorize and permit Plaintiffs to take rest periods, failed to timely pay all final wages to Plaintiffs when Defendants terminated Plaintiffs' employment, failed to furnish accurate wage statements to Plaintiffs, failed to indemnify Plaintiffs for expenditures, and failed to produce requested employment records. The failure to pay wages includes requiring Plaintiffs to work off-the-clock prior to making deliveries by requiring that Plaintiffs arrive to the warehouse hours before deliveries are made to both sort and load packages into vehicles without tracking or paying for these hours. Defendants also failed to timely pay wages

1 when due during employment and improperly deducted wages as penalties when Plaintiffs and
2 Class Members failed to finish all deliveries.

3 25. Throughout the statutory period, Defendants, at times, failed to pay Plaintiffs and
4 some of, but not necessarily all of, the Class for all hours worked, including minimum, straight
5 time, and overtime wages. Defendants would, at times, manufacture time keeping records to falsely
6 show that Plaintiffs and some of, but not necessarily all of, the Class took meal periods when in
7 fact they worked “off-the-clock,” uncompensated. The effect is that Plaintiffs and some of, but not
8 necessarily all of, the Class worked through meal periods “off-the-clock,” and continued to work
9 after they had clocked out for the workday. Defendants paid Plaintiffs and some of, but not
10 necessarily all of, the Class less than all their work time. Some of this unpaid work should have
11 been paid at the overtime rate. In failing to pay for all hours worked, Defendants also failed to
12 maintain accurate records of the hours Plaintiffs and some of, but not necessarily all of, the Class
13 worked.

14 26. Throughout the statutory period, Defendants wrongfully failed to provide Plaintiffs
15 and some of, but not necessarily all of, the Class with legally compliant meal periods. Defendants
16 required Plaintiffs and some of, but not necessarily all of, the Class to work in excess of five
17 consecutive hours a day without providing a 30-minute, uninterrupted, and duty-free meal period
18 for every five hours of work, or without compensating Plaintiffs and some of, but not necessarily
19 all of, the Class for all missed meal periods that were not provided by the end of the fifth hour of
20 work or tenth hour of work. Instead, Defendants continued to assert control over Plaintiffs and
21 some of, but not necessarily all of, the Class by requiring, pressuring, or encouraging them to
22 perform work tasks which could not be completed without working in lieu of taking mandatory
23 meal periods, or by denying Plaintiffs and some of, but not necessarily all of, the Class permission
24 to take a meal period. Defendants also failed, at times, to permit Plaintiffs and some of, but not
25 necessarily all of, the Class to take a second meal period when they worked at least ten hours of
26 work in a workday. As described above, Defendants would manufacture time keeping records to
27 falsely show that Plaintiffs and some of, but not necessarily all of, the Class took meal periods by
28 the fifth hour of work or took meal periods when in fact they worked “off-the-clock”,

uncompensated. Accordingly, Defendants failed to provide meal periods to Plaintiffs and some of, but not necessarily all of, the Class in compliance with California law.

27. Throughout the statutory period, Defendants have, at times, wrongfully failed to authorize and permit Plaintiffs and some of, but not necessarily all of, the Class to take legally compliant rest periods. Defendants required Plaintiffs and some of, but not necessarily all of, the Class to work in excess of four consecutive hours a day without Defendants authorizing and permitting them to take a 10-minute, uninterrupted, duty-free rest period for every four hours of work (or major fraction of four hours), or without compensating Plaintiffs and some of, but not necessarily all of, the Class for rest periods that were not authorized or permitted. Instead, Defendants continued to assert control over Plaintiffs and some of, but not necessarily all of, the Class by requiring, pressuring, or encouraging them to perform work tasks which could not be completed without working in lieu of taking mandatory rest periods, or by denying Plaintiffs and some of, but not necessarily all of, the Class permission to take a rest period. Accordingly, Defendants failed to authorize and permit Plaintiffs and some of, but not necessarily all of, the Class to take rest periods in compliance with California law.

28. Throughout the statutory period, Defendants, at times, willfully failed and refused to timely pay Plaintiffs and some of, but not necessarily all of, the Class all final wages due at their termination of employment. In addition, Plaintiffs' final paychecks did not include payment for all expenditures, minimum wage, straight time wages, overtime wages, meal period premium wages, and rest period premium wages owed to Plaintiffs by Defendants at the conclusion of Plaintiffs' employment. On information and belief, Defendants' failure to timely pay Plaintiffs' final wages when Plaintiffs' employment terminated was not a single, isolated incident, but was instead consistent with Defendants' practices that applied, at times, to Plaintiffs and some of, but not necessarily all of, the Class.

29. Throughout the statutory period, Defendants failed, at times, to furnish Plaintiffs and some of, but not necessarily all of the Class with accurate, itemized wage statements showing all applicable hourly rates, and all gross and net wages earned (including correct hours worked, correct wages for meal periods that were not provided in accordance with California law, and

1 correct wages for rest periods that were not authorized and permitted to take in accordance with
2 California law). As a result of these violations of California Labor Code § 226(a), the Plaintiffs
3 and some of, but not necessarily all of, the Class suffered injury because, among other things:

- 4 (a) the violations led them to believe that they were not entitled to be paid
5 minimum wage, straight time wages, overtime wages, meal period premium
6 wages, and rest period premium wages, even though some, but not
7 necessarily all, of them were entitled;
- 8 (b) the violations led them to believe that they had been paid the minimum wage,
9 straight time wages, overtime wages, meal period premium wages, and rest
10 period premium wages, even though some, but not necessarily all of them
11 had not been;
- 12 (c) the violations led them to believe they were not entitled to be paid minimum
13 wage, straight time wages, overtime wages, meal period premium wages,
14 and rest period premium wages at the correct California rate even though
15 some, but not necessarily all of them were entitled;
- 16 (d) the violations led them to believe they had been paid minimum wage,
17 straight time wages, overtime wages, meal period premium wages, and rest
18 period premium wages at the correct California rate even though some, but
19 not necessarily all of them had not been;
- 20 (e) the violations hindered them from determining the amounts of minimum
21 wage, straight time wages, overtime wages, meal period premium wages,
22 and rest period premium wages owed to some, but not necessarily all of
23 them;
- 24 (f) in connection with their employment before and during this action, and in
25 connection with prosecuting this action, the violations caused them to have
26 to perform mathematical computations to determine the amounts of wages
27 owed to some, but not necessarily all of them, computations they would
28 not have to make if the wage statements contained the required accurate

information;

- (g) by understating the wages truly due to some, but not necessarily all of them, the violations caused some, but not necessarily all of them to lose entitlement and/or accrual of the full amount of Social Security, disability, unemployment, and other governmental benefits;
- (h) the wage statements inaccurately understated the wages, hours, and wage rates to which Plaintiffs and some, but not necessarily all of the Class were entitled, and Plaintiffs and some, but not necessarily all of the Class were paid less than the wages and wage rates to which some, but not necessarily all of them were entitled.

Thus, Plaintiffs and some, but not necessarily all of the Class are owed the amounts provided for in California Labor Code § 226(e).

30. Throughout the statutory period, Defendants have wrongfully required Plaintiffs and some, but not necessarily all of the Class to pay expenses that they incurred in direct discharge of their duties for Defendants. Plaintiffs and some, but not necessarily all, of the Class paid out-of-pocket for necessary employment-related expenses.

31. Plaintiffs and some of the Class incurred substantial expenses as a direct result of performing their job duties for Defendants, but Defendants failed to indemnify Plaintiffs and some of the Class for these employment-related expenses.

32. Plaintiffs sent written requests through Plaintiffs' counsel to Defendants for Plaintiffs' personnel file, pay records, wage statements, timekeeping records, and other employment-related documents pursuant to Labor Code section 226 and 1198.5. However, Defendants failed to timely produce the requested employment records, in violation of Labor Code sections 226 and 1198.5.

33. In 2018, the California Supreme Court in *Dynamex Operations West, Inc. v. Superior Court* (2018) 4 Cal.5th 903, 956-958, set forth the standard for determining whether an individual is performing work as an independent contractor or as an employee.

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34. In 2019, the California Legislature codified the decision in *Dynamex* through the enactment of AB 5, which modified California Labor Code § 2750.3.

35. Therein, Defendants have the burden of establishing that Plaintiffs and the Class are independent contractors and not intended to be included within the Wage Order's coverage.

36. Additionally, California Business & Professions Code § 7451 includes requirements for app-based delivery drivers to be classified as independent contractors, including that the network company does not unilaterally prescribe specific dates, times of day, or a minimum number of hours during which the app-based driver must be logged into the network; that the network company not require app-based drivers to accept any specific rideshare or delivery services request as a condition of maintaining access; that the network not restrict the driver from performing rideshare or delivery services through other network companies except during engaged time; and that the network company not restrict drivers from working in other lawful occupations or businesses.

37. Plaintiffs allege that Defendants did unilaterally prescribe specific dates, times of day, and minimum number of hours to maintain access to their system. Plaintiffs and Class Members were required to make certain deliveries by certain times and declining to take certain routes resulted in limited or termination of access to the platform. Additionally, once a route was assigned, a driver could not decline to finish the delivery without penalty.

38. Defendants also failed to pay Plaintiffs and Class Members at least 120 percent of the applicable minimum wage for the time Plaintiffs and Class Members were engaged and failed to provide per mile compensation in violation of California Business and Professions Code § 7543.

CLASS ACTION ALLEGATIONS

39. Plaintiffs bring certain claims individually, as well as on behalf of each and all other persons similarly situated, and thus, seek class certification under California Code of Civil Procedure § 382.

40. All claims alleged herein arise under California law for which Plaintiffs seek relief authorized by California law.

41. The proposed Class consists of and is defined as:

1 All persons who worked for any Defendant in California as a misclassified
2 independent contractor at any time during the period beginning four years before
3 the filing of the initial complaint in this action and ending when notice to the
Class is sent.

4 42. At all material times, Plaintiffs were members of the Class.

5 43. Plaintiffs undertake this concerted activity to improve the wages and working
6 conditions of all Class Members.

7 44. There is a well-defined community of interest in the litigation and the Class is
8 readily ascertainable:

9 (a) Numerosity: The members of the Class (and each subclass, if any) are so
10 numerous that joinder of all members would be unfeasible and impractical.
11 The membership of the entire Class is unknown to Plaintiffs at this time;
12 however, the Class is estimated to be greater than forty (40) individuals and
13 the identity of such membership is readily ascertainable by inspection of
14 Defendants' records.

15 (b) Typicality: Plaintiffs are qualified to, and will, fairly and adequately protect
16 the interests of each Class Member with whom there is a shared, well-
17 defined community of interest, and Plaintiffs' claims (or defenses, if any)
18 are typical of all Class Members' claims as demonstrated herein.

19 (c) Adequacy: Plaintiffs are qualified to, and will, fairly and adequately protect
20 the interests of each Class Member with whom there is a shared, well-
21 defined community of interest and typicality of claims, as demonstrated
22 herein. Plaintiffs have no conflicts with or interests antagonistic to any Class
23 Member. Plaintiffs' attorneys, the proposed class counsel, are versed in the
24 rules governing class action discovery, certification, and settlement.
25 Plaintiffs have incurred, and throughout the duration of this action, will
26 continue to incur costs and attorneys' fees that have been, are, and will be
27 necessarily expended for the prosecution of this action for the substantial
28 benefit of each class member.

- (d) Superiority: A Class Action is superior to other available methods for the fair and efficient adjudication of the controversy, including consideration of:
- 1) The interests of the members of the Class in individually controlling the prosecution or defense of separate actions;
 - 2) The extent and nature of any litigation concerning the controversy already commenced by or against members of the Class;
 - 3) The desirability or undesirability of concentrating the litigation of the claims in the particular forum; and,
 - 4) The difficulties likely to be encountered in the management of a class action.
- (e) Public Policy Considerations: The public policy of the State of California is to resolve the California Labor Code claims of many employees through a class action. Indeed, current employees are often afraid to assert their rights out of fear of direct or indirect retaliation. Former employees are also fearful of bringing actions because they believe their former employers might damage their future endeavors through negative references and/or other means. Class actions provide the class members who are not named in the complaint with a type of anonymity that allows for the vindication of their rights at the same time as their privacy is protected.

45. There are common questions of law and fact as to the Class (and each subclass, if any) that predominate over questions affecting only individual members, including without limitation, whether, as alleged herein, Defendants have:

- (a) Misclassified Class Members as independent contractors;
- (b) Failed to pay Class Members for all hours worked, including minimum, straight time, and overtime wages;
- (c) Failed to provide meal periods and pay meal period premium wages to Class Members;

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- (d) Failed to authorize and permit rest periods and pay rest period premium wages to Class Members;
- (e) Failed to provide Class Members with timely final wages;
- (f) Failed to provide Class Members with accurate wage statements;
- (g) Failed to indemnify Class Members for expenditures;
- (h) Failed to produce requested employment records; and
- (i) Violated California Business & Professions Code §§ 17200 *et. seq.* as a result of their illegal conduct as described above.

46. This Court should permit this action to be maintained as a class action pursuant to California Code of Civil Procedure § 382 because:

- (a) The questions of law and fact common to the Class predominate over any question affecting only individual Class Members;
- (b) A class action is superior to any other available method for the fair and efficient adjudication of the claims of the Class Members;
- (c) The members of the Class are so numerous that it is impractical to bring all members of the class before the Court;
- (d) Plaintiffs, and the other members of the Class, will not be able to obtain effective and economic legal redress unless the action is maintained as a class action;
- (e) There is a community of interest in obtaining appropriate legal and equitable relief for the statutory violations, and in obtaining adequate compensation for the damages and injuries for which Defendants are responsible in an amount sufficient to adequately compensate the members of the Class for the injuries sustained;
- (f) Without class certification, the prosecution of separate actions by individual members of the Class would create a risk of:

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1) Inconsistent or varying adjudications with respect to individual members of the Class which would establish incompatible standards of conduct for Defendants; and/or,

2) Adjudications with respect to the individual members which would, as a practical matter, be dispositive of the interests of other members not parties to the adjudications, or would substantially impair or impede their ability to protect their interests, including but not limited to the potential for exhausting the funds available from those parties who are, or may be, responsible Defendants; and,

(g) Defendants have acted or refused to act on grounds generally applicable to the Class, thereby making final injunctive relief appropriate with respect to the class as a whole.

47. Plaintiffs contemplate the eventual issuance of notice to the proposed members of the Class that would set forth the subject and nature of the instant action. The Defendants' own business records may be utilized for assistance in the preparation and issuance of the contemplated notices. To the extent that any further notices may be required, Plaintiffs contemplate the use of additional techniques and forms commonly used in class actions, such as published notice, e-mail notice, website notice, first-class mail, or combinations thereof, or by other methods suitable to the Class and deemed necessary and/or appropriate by the Court.

FIRST CAUSE OF ACTION

(Against All Defendants for Failure to Pay Minimum and Straight Time Wages for All Hours Worked)

48. Plaintiffs incorporate by reference and re-allege as if fully stated herein paragraphs 1 through 47 in this Complaint.

49. "Hours worked" is the time during which an employee is subject to the control of an employer and includes all the time the employee is suffered or permitted to work, whether or not required to do so.

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1 50. At all relevant times herein mentioned, Defendants, at times, knowingly failed to
2 pay to Plaintiffs and some of, but not necessarily all of, the Class compensation for all hours they
3 worked. By their failure to pay compensation for each hour worked as alleged above, Defendants
4 willfully violated the provisions of California Labor Code § 1194, Business and Professions Code
5 § 7453, and any additional applicable Wage Orders, which require such compensation to non-
6 exempt employees.

7 51. Accordingly, Plaintiffs and some of, but not necessarily all of, the Class are entitled
8 to recover minimum and straight time wages for all non-overtime hours worked for Defendants.

9 52. By and through the conduct described above, Plaintiffs and some of, but not
10 necessarily all of, the Class have been deprived of their rights to be paid wages earned by virtue of
11 their employment with Defendants.

12 53. By virtue of the Defendants' unlawful failure to pay additional compensation to
13 Plaintiffs and some of, but not necessarily all of, the Class for their non-overtime hours worked
14 without pay, Plaintiffs and some of, but not necessarily all of, the Class suffered, and will continue
15 to suffer, damages in amounts which are presently unknown to Plaintiffs and the Class, and which
16 will be ascertained according to proof at trial.

17 54. By failing to keep adequate time records required by California Labor Code §
18 1174(d), Defendants have made it difficult to calculate the full extent of minimum wage
19 compensation due Plaintiffs and some of, but not necessarily all of, the Class.

20 55. Pursuant to California Labor Code § 1194.2, Plaintiffs and some of, but not
21 necessarily all of, the Class are entitled to recover liquidated damages (double damages) for
22 Defendants' failure to pay minimum wages.

23 56. California Labor Code § 204 requires employers to provide employees with all
24 wages due and payable twice a month. Throughout the statute of limitations period applicable to
25 this cause of action, Plaintiff and the Class were entitled to be paid twice a month at rates required
26 by law, including minimum and straight time wages. However, Defendants failed and refused to
27 pay Plaintiffs and some of, but not necessarily all of, the Class all such wages due and failed to
28 pay those wages twice a month.

1 57. Plaintiffs and the Class are also entitled to seek recovery of all unpaid minimum and
2 straight time wages, interest, and reasonable attorneys' fees and costs pursuant to California Labor
3 Code §§ 218.5, 218.6, 558.1, and 1194(a).

4 **SECOND CAUSE OF ACTION**

5 **(Against All Defendants for Failure to Pay Overtime Wages)**

6 58. Plaintiffs incorporate by reference and re-allege as if fully stated herein paragraphs
7 1 through 47 in this Complaint.

8 59. California Labor Code § 510 provides that employees in California shall not be
9 employed more than eight hours in any workday or forty (40) hours in a workweek unless they
10 receive additional compensation beyond their regular wages in amounts specified by law.

11 60. California Labor Code §§ 1194 and 1198 provide that employees in California shall
12 not be employed more than eight hours in any workday unless they receive additional
13 compensation beyond their regular wages in amounts specified by law. Additionally, California
14 Labor Code § 1198 states that the employment of an employee for longer hours than those fixed
15 by the IWC is unlawful.

16 61. At all times relevant hereto, Plaintiffs and some of, but not necessarily all of, the
17 Class have, at times, worked more than eight hours in a workday and/or more than forty (40) hours
18 in a workweek, as employees of Defendants.

19 62. At all times relevant hereto, Defendants failed to pay Plaintiffs and some of, but not
20 necessarily all of, the Class overtime compensation for the hours they have worked in excess of
21 the maximum hours permissible by law as required by California Labor Code §§ 510, 558.1, and
22 1198.

23 63. By virtue of Defendants' unlawful failure to pay additional premium rate
24 compensation to the Plaintiffs and some of, but necessarily all of, the Class for their overtime hours
25 worked, Plaintiffs and some of, but not necessarily all of, the Class have suffered, and will continue
26 to suffer, damages in amounts which are presently unknown to them, but which exceed the
27 jurisdictional minimum of this Court and which will be ascertained according to proof at trial.

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64. By failing to keep adequate time records required by Labor Code § 1174(d), Defendants have made it difficult to calculate the full extent of overtime compensation due to Plaintiffs and some of, but not necessarily all of, the Class.

65. Plaintiffs and the Class also request recovery of overtime compensation according to proof, interest, attorneys' fees and costs pursuant to California Labor Code § 1194(a), as well as the assessment of any statutory penalties against Defendants, in a sum as provided by the California Labor Code and/or other statutes.

66. California Labor Code § 204 requires employers to provide employees with all wages due and payable twice a month. The Wage Orders also provide that every employer shall pay to each employee, on the established payday for the period involved, overtime wages for all overtime hours worked in the payroll period. Defendants failed to provide Plaintiffs and some of, but not necessarily all of, the Class with all compensation due, in violation of California Labor Code § 204 and 558.1.

THIRD CAUSE OF ACTION

(Against All Defendants for Failure to Provide Meal Periods)

67. Plaintiffs incorporate by reference and re-allege as if fully stated herein paragraphs 1 through 47 in this Complaint.

68. Under California law, Defendants have an affirmative obligation to relieve the Plaintiffs and the Class of all duty in order to take their first daily meal periods no later than at the end of Plaintiffs and the Class' fifth hour of work in a workday, and to take their second meal periods no later than at the end of the tenth hour of work in the workday. California Labor Code § 512, and Section 11 of the applicable Wage Orders require that an employer provide unpaid meal periods of at least thirty (30) minutes for each five-hour period worked. It is a violation of California Labor Code § 226.7 for an employer to require any employee to work during any meal period mandated under any Wage Order.

69. Despite these legal requirements, Defendants, at times, failed to provide Plaintiffs and some, but not necessarily all of the Class with both meal periods as required by California law. By their failure to permit and authorize Plaintiffs and some, but not necessarily all of the Class to

1 take all meal periods as alleged above (or due to the fact that Defendants, at times, made it
2 impossible or impracticable to take these uninterrupted meal periods), Defendants willfully
3 violated the provisions of California Labor Code § 226.7, 558.1, and the applicable Wage Orders.

4 70. Under California law, Plaintiffs and some of, but not necessarily all of, the Class
5 are entitled to be paid one hour of additional wages for each workday they were not provided with
6 all required meal period(s), plus interest thereon.

7 **FOURTH CAUSE OF ACTION**

8 **(Against All Defendants for Failure to Authorize and Permit Rest Periods)**

9 71. Plaintiffs incorporate by reference and re-allege as if fully stated herein paragraphs
10 1 through 47 in this Complaint.

11 72. Defendants are required by California law to authorize and permit breaks of ten
12 uninterrupted minutes for each four hours of work or major fraction of four hours (i.e. more than
13 two hours). California Labor Code § 512, the applicable Wage Orders require that the employer
14 permit and authorize all employees to take paid rest periods of ten minutes each for each 4-hour
15 period worked. Thus, for example, if an employee's work time is six hours and ten minutes, the
16 employee is entitled to two rest breaks. Each failure to authorize rest breaks as so required is itself
17 a violation of California's rest break laws. It is a violation of California Labor Code § 226.7 for an
18 employer to require any employee to work during any rest period mandated under any Wage Order.

19 73. Despite these legal requirements, Defendants at times failed to authorize Plaintiffs
20 and some of, but not necessarily all of, the Class to take rest breaks, regardless of whether
21 employees worked more than four hours in a workday. By their failure to permit and authorize
22 Plaintiffs and some of, but not necessarily all of the Class to take rest periods as alleged above (or
23 due to the fact that Defendants, at times, made it impossible or impracticable to take these
24 uninterrupted rest periods), Defendants willfully violated the provisions of California Labor Code
25 § 226.7, 558.1, and the applicable Wage Orders.

26 74. Under California law, Plaintiffs and some of, but not necessarily all of, the Class
27 are entitled to be paid one hour of premium wages rate for each workday they were not provided
28 with all required rest break(s), plus interest thereon.

FIFTH CAUSE OF ACTION

(Against All Defendants for Failure to Pay Wages of Discharged Employees – Waiting Time Penalties)

75. Plaintiffs incorporate by reference and re-allege as if fully stated herein paragraphs 1 through 47 in this Complaint.

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

77. Within the applicable statute of limitations, the employment of many other members of the Class ended, i.e., was terminated by quitting or discharge, and the employment of others will be. However, during the relevant time period, Defendants, at times, failed, and continue to fail, to pay some of, but not necessarily all of, the terminated Class Members, without abatement, all wages required to be paid by California Labor Code §§ 201 and 202 either at the time of discharge, or within seventy-two (72) hours of their leaving Defendants' employ. Plaintiffs do not allege that all of the Class Members were so harmed.

78. Defendants' failure to pay some of, but not necessarily all of, the Class members who are no longer employed by Defendants their wages earned and unpaid at the time of discharge, or within seventy-two (72) hours of their leaving Defendants' employ, is in violation of California Labor Code §§ 201 and 202.

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

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80. Pursuant to California Labor Code § 203, some of the Class is entitled to recover from Defendants their additionally accruing wages for each day they were not paid, at their regular hourly rate of pay, up to thirty (30) days maximum.

81. Pursuant to California Labor Code §§ 218.5, 218.6, 558.1, and 1194, the Class is also entitled to an award of reasonable attorneys' fees, interest, expenses, and costs incurred in this action.

SIXTH CAUSE OF ACTION

(Against All Defendants for Failure to Provide and Maintain Accurate and Compliant Wage Records)

82. Plaintiffs incorporate by reference and re-allege as if fully stated herein paragraphs 1 through 47 in this Complaint.

83. At all material times set forth herein, California Labor Code § 226(a) provides that every employer shall furnish each of his or her employees an accurate itemized wage statement in writing showing nine pieces of information, including: (1) gross wages earned, (2) total hours worked by the employee, (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and the last four digits of his or her social security number or an employee identification number other than a social security number, (8) the name and address of the legal entity that is the employer, and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee.

84. Defendants have, at times, intentionally and willfully failed to provide employees with complete and accurate wage statements. The deficiencies include, among other things, the failure to correctly identify the gross wages earned by Plaintiffs and some of the Class, the failure to list the true "total hours worked by the employee," and the failure to list the true net wages earned. Plaintiffs do not allege that all of the Class Members were so harmed.

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85. As a result of Defendants' violation of California Labor Code § 226(a), Plaintiffs and some of, but not necessarily all of, the Class have suffered injury and damage to their statutorily protected rights.

86. Specifically, Plaintiffs and some of, but not necessarily all of, the Class have been injured by Defendants' intentional violation of California Labor Code § 226(a) because Plaintiffs and some of, but not necessarily all of, the Class were denied both their legal right to receive, and their protected interest in receiving, accurate, itemized wage statements under California Labor Code § 226(a).

87. Calculation of the true wage entitlement for Plaintiffs and some of, but not necessarily all of, the Class is difficult and time consuming. As a result of this unlawful burden, Plaintiffs and some of, but not necessarily all of, the Class were also injured as a result of having to bring this action to attempt to obtain correct wage information following Defendants' refusal to comply with many of the mandates of California's Labor Code and related laws and regulations.

88. Plaintiffs and some of, but not necessarily all of, the Class are entitled to recover from Defendants the greater of their actual damages caused by Defendants' failure to comply with California Labor Code § 226(a), or an aggregate penalty not exceeding four thousand dollars (\$4,000) per employee.

89. Plaintiffs and the Class are also entitled to injunctive relief, as well as an award of attorney's fees and costs to ensure compliance with this section, pursuant to California Labor Code § 226(h).

SEVENTH CAUSE OF ACTION

(Against All Defendants for Failure to Indemnify Employees for Expenditures)

90. Plaintiffs incorporate by reference and re-allege as if fully stated herein paragraphs 1 through 47 in this Complaint.

91. As set forth above, Plaintiffs and some of, but not necessarily all of, the Class were required to incur substantial necessary expenditures and losses in direct consequence of the discharge of their duties or of their obedience to directions of Defendants.

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93. As a result, Plaintiffs and some of, but not necessarily all of, the Class were damaged at least in the amounts of the expenses they paid, or which were deducted by Defendants from their wages.

94. Plaintiffs and the Class are entitled to reasonable attorney's fees, expenses, and costs of suit pursuant to California Labor Code § 2802(c) and interest pursuant to California Labor Code § 2802(b).

EIGHTH CAUSE OF ACTION

(Against All Defendants for Failure to Produce Requested Employment Records)

95. Plaintiffs incorporate by reference and re-allege as if fully stated herein paragraphs 1 through 47 in this Complaint.

96. Pursuant to California Labor Code § 226, current and former employees have the right to inspect or receive a copy of their records pertaining to their employment, upon reasonable request to their employer. Under this statute, an employer that receives a request to inspect or receive a copy of records pertaining to a current or former employee must comply with the request as soon as practicable, but no later than twenty-one (21) calendar days from the date of the request.

97. Pursuant to California Labor Code § 1198.5(a), every current and former employee, or his or her representative, has the right to inspect and receive a copy of the personnel records that the employer maintains relating to the employee's performance or to any grievance concerning the employee. Under this statute, upon written request from a current or former employee or his or her representative, an employer must make the contents of those personnel records available for inspection or provide a copy of the personnel records to the current or former employee, or his or her representative, not later than thirty (30) calendar days from the date the employer receives the

1 written request, subject to some limited exceptions. Failure to comply with these requests allows
2 for a civil penalty seven hundred fifty dollars (\$750), pursuant to Labor Code §§ 1198.5(k) and
3 226(f).

4 98. As set forth above, Plaintiffs and the Class are current and former employees of
5 Defendants.

6 99. Plaintiffs sent a written request through Plaintiffs' counsel to Defendants for
7 Plaintiffs' personnel file, pay records, wage statements, timekeeping records, and other
8 employment-related documents pursuant to Labor Code §§ 226 and 1198.5. However, to date,
9 Defendants failed to timely produce the requested employment records.

10 100. Defendants violated California Labor Code §§ 226, and 1198.5 by failing to timely
11 produce the required records requested by Plaintiffs.

12 101. On information and belief, Defendants' failure to provide Plaintiffs with Plaintiffs'
13 requested employment records is not an isolated incident but was instead consistent with
14 Defendants' practice that applied to Plaintiffs and some of, but not necessarily all of, the Class.

15 102. Pursuant to California Labor Code § 1198.5, Plaintiffs and some of, but not
16 necessarily all of, the Class are entitled to a penalty of seven hundred fifty dollars (\$750) from
17 Defendants, injunctive relief in the form of compliance with section 1198.5, and attorneys' fees
18 and costs.

19 103. Pursuant to California Labor Code § 226, Plaintiffs and some of, but not necessarily
20 all of, the Class are entitled to a penalty of seven hundred fifty dollars (\$750) from Defendants,
21 injunctive relief in the form of compliance with section 226, and attorneys' fees and costs.

22 **NINTH CAUSE OF ACTION**

23 **(Against All Defendants for Violation of California Business & Professions Code §§ 17200,**
24 **et seq.)**

25 104. Plaintiffs incorporate by reference and re-allege as if fully stated herein paragraphs
26 1 through 47 in this Complaint.

27 105. Defendants, and each of them, are "persons" as defined under California Business
28 & Professions Code § 17201.

1 106. Defendants' conduct, as alleged herein, has been, and continues to be, unfair,
2 unlawful, and harmful to Plaintiffs, other Class members, and to the general public. Plaintiffs seek
3 to enforce important rights affecting the public interest within the meaning of Code of Civil
4 Procedure § 1021.5.

5 107. Defendants' activities, as alleged herein, are violations of California law, and
6 constitute unlawful business acts and practices in violation of California Business & Professions
7 Code §§ 17200, *et seq.*

8 108. A violation of California Business & Professions Code §§ 17200, *et seq.* may be
9 predicated on the violation of any state or federal law. All of the acts described herein as violations
10 of, among other things, the California Labor Code, are unlawful and in violation of public policy;
11 and in addition are immoral, unethical, oppressive, fraudulent and unscrupulous, and thereby
12 constitute unfair, unlawful and/or fraudulent business practices in violation of California Business
13 & Professions Code §§ 17200, *et seq.*

14 **Failure to Pay Minimum and Straight Time Wages**

15 109. Defendants' failure to pay minimum and straight time wages, and other benefits in
16 violation of the California Labor Code constitutes unlawful and/or unfair activity prohibited by
17 California Business & Professions Code §§ 17200, *et seq.*

18 110. Defendants' failure to pay Plaintiff and Class Members at least 120% of the
19 minimum wage for engaged time also constitutes a violation of the Business and Professions Code
20 § 7453 constitutes unlawful and/or unfair activity prohibited by California Business & Professions
21 Code §§ 17200, *et seq.*

22 **Failure to Pay Overtime Wages**

23 111. Defendants' failure to pay overtime compensation and other benefits in violation of
24 California Labor Code §§ 510, 1194, and 1198 constitutes unlawful and/or unfair activity
25 prohibited by California Business & Professions Code §§ 17200, *et seq.*

26 112. Defendants' failure to pay Plaintiff and Class Members at least 120% of the
27 minimum wage for engaged time also constitutes a violation of the Business and Professions Code
28

§ 7453 constitutes unlawful and/or unfair activity prohibited by California Business & Professions Code §§ 17200, *et seq.*

Failure to Provide Meal Periods

113. Defendants' failure to provide meal periods in accordance with California Labor Code §§ 226.7 and 512, and the IWC Wage Orders, as alleged above, constitutes unlawful and/or unfair activity prohibited by California Business & Professions Code §§ 17200, *et seq.*

Failure to Authorize and Permit Rest Periods

114. Defendants' failure to authorize and permit rest periods in accordance with California Labor Code § 226.7 and the IWC Wage Orders, as alleged above, constitutes unlawful and/or unfair activity prohibited by Business and Professions Code §§ 17200, *et seq.*

Failure to Indemnify Business Expenses

115. Defendants' failure to reimburse expenses incurred in accordance with California Labor Code § 2802 or Business and Professions Code § 7543, as alleged above, constitutes unlawful and/or unfair activity prohibited by California Business & Professions Code §§ 17200, *et seq.*

116. By and through their unfair, unlawful and/or fraudulent business practices described herein, Defendants, have obtained valuable property, money and services from Plaintiffs, and all persons similarly situated, and have deprived Plaintiffs, and all persons similarly situated, of valuable rights and benefits guaranteed by law, all to their detriment.

117. Plaintiffs and the Class Members suffered monetary injury as a direct result of Defendants' wrongful conduct.

118. Plaintiffs, individually, and on behalf of members of the putative Class, are entitled to, and do, seek such relief as may be necessary to disgorge money and/or property which the Defendants have wrongfully acquired, or of which Plaintiffs and the Class have been deprived, by means of the above-described unfair, unlawful and/or fraudulent business practices. Plaintiffs and the Class are not obligated to establish individual knowledge of the wrongful practices of Defendants in order to recover restitution.

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119. Plaintiffs, individually, and on behalf of members of the putative class, are further entitled to, and do, seek a declaration that the above-described business practices are unfair, unlawful and/or fraudulent, and injunctive relief restraining the Defendants, and each of them, from engaging in any of the above-described unfair, unlawful and/or fraudulent business practices in the future.

120. Plaintiffs, individually, and on behalf of members of the putative class, have no plain, speedy, and/or adequate remedy at law to redress the injuries which the Class Members suffered as a consequence of the Defendants' unfair, unlawful and/or fraudulent business practices. As a result of the unfair, unlawful and/or fraudulent business practices described above, Plaintiffs, individually, and on behalf of members of the putative Class, have suffered and will continue to suffer irreparable harm unless the Defendants are restrained from continuing to engage in said unfair, unlawful and/or fraudulent business practices.

121. Plaintiffs also allege that if Defendants are not enjoined from the conduct set forth herein above, they will continue to avoid paying the appropriate taxes, insurance and other withholdings.

122. Pursuant to California Business & Professions Code §§ 17200, *et seq.*, Plaintiffs and putative Class Members are entitled to restitution of the wages withheld and retained by Defendants during a period that commences four years prior to the filing of this complaint; a permanent injunction requiring Defendants to pay all outstanding wages due to Plaintiffs and Class Members; an award of attorneys' fees pursuant to California Code of Civil Procedure § 1021.5 and other applicable laws; and an award of costs.

TENTH CAUSE OF ACTION

(By Plaintiffs Against All Defendants for Civil Penalties Under the Private Attorneys General Act of 2004, Cal. Lab. Code § 2698, et seq.)

123. Plaintiffs incorporate by reference and re-allege as if fully stated herein paragraphs 1 through 47 in this Complaint.

124. At all times herein mentioned, Defendants were subject to the Labor Code of the State of California and the applicable Industrial Welfare Commission Orders.

1 125. California Labor Code § 2699(a) specifically provides for a private right of action
2 to recover penalties for violations of the Labor Code: “Notwithstanding any other provision of law,
3 any provision of this code that provides for a civil penalty to be assessed and collected by the Labor
4 and Workforce Development Agency or any of its departments, divisions, commissions, boards,
5 agencies, or employees, for a violation of this code, may, as an alternative, be recovered through a
6 civil action brought by an aggrieved employee on behalf of himself or herself and other current or
7 former employees pursuant to the procedures specified in Section 2699.3.”

8 126. Plaintiffs gave written notice by online filing pursuant to California Labor Code §
9 2699.3 to the Labor and Workforce Development Agency and by certified mail to Defendants of
10 the specific provisions of the Labor Code that Defendants have violated against Plaintiffs and
11 current and former aggrieved employees, including the facts and theories to support the violations.
12 Plaintiffs also paid the filing fee. Plaintiffs’ PAGA case number is LWDA-CM-1068225-24
13 (*Antonio Hernandez, Kevin Mora, Omar Rugama, Walter Alvarez-Perez, Jhonatan Ramirez, and*
14 *William Vargas v. Piggy Express Inc., et al.*). The Labor and Workforce Development Agency has
15 not indicated that it intends to investigate Defendants’ Labor Code violations discussed in the
16 notice. Plaintiffs hereby commence a civil action to recover penalties under Labor Code § 2699
17 pursuant to § 2699.3 for the violations of the Labor Code described in this Complaint. These
18 penalties include, but are not limited to, penalties under California Labor Code §§ 210, 226.3,
19 1174.5, 1197.1, and 2699.

20 127. Based on the conduct described in this Complaint, Plaintiffs are entitled to an award
21 of civil penalties on behalf of Plaintiffs, the State of California, and similarly situated Aggrieved
22 Employees of Defendants. The exact amount of the applicable penalties, in all, is an amount to be
23 shown according to proof at trial. These penalties are in addition to all other remedies permitted
24 by law.

25 128. In addition, Plaintiffs seek an award of reasonable attorneys’ fees and costs pursuant
26 to California Labor Code § 2699(g)(1), which states, “Any employee who prevails in any action
27 shall be entitled to an award of reasonable attorney’s fees and costs.”

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PRAYER FOR RELIEF

Plaintiffs, individually, and on behalf of all others similarly situated only with respect to the class claims, pray for relief and judgment against Defendants, jointly and severally, as follows:

Class Certification

1. That this action be certified as a class action with respect to the First, Second, Third, Fourth, Fifth, Sixth, Seventh, Eighth, and Ninth Causes of Action;
2. That Plaintiffs be appointed as the representatives of the Class; and,
3. That counsel for Plaintiffs be appointed as Class Counsel.

As to the First Cause of Action

4. That the Court declare, adjudge, and decree that Defendants violated California Labor Code §§ 204, 558.1, and 1194 and applicable IWC Wage Orders by willfully failing to pay all minimum and straight time wages due;
5. For unpaid wages as may be appropriate;
6. For pre-judgment interest on any unpaid compensation commencing from the date such amounts were due;
7. For penalties, restitution, and liquidated damages pursuant to California Labor Code §§ 558.1 and 1197.1;
8. For liquidated damages;
9. For reasonable attorneys' fees and for costs of suit incurred herein pursuant to California Labor Code § 1194(a); and,
10. For such other and further relief as the Court may deem equitable and appropriate.

As to the Second Cause of Action

11. That the Court declare, adjudge, and decree that Defendants violated California Labor Code §§ 510, 558.1, and 1198 and applicable IWC Wage Orders by willfully failing to pay all overtime wages due;
12. For unpaid wages at overtime wage rates as may be appropriate;
13. For pre-judgment interest on any unpaid overtime compensation commencing from the date such amounts were due;

14. For reasonable attorneys' fees and for costs of suit incurred herein pursuant to California Labor Code § 1194(a); and,

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

As to the Third Cause of Action

16. That the Court declare, adjudge, and decree that Defendants violated California Labor Code §§ 226.7, 558.1, and 512, and the IWC Wage Orders;

17. For unpaid meal period premium wages as may be appropriate;

18. For pre-judgment interest on any unpaid compensation commencing from the date such amounts were due;

19. For reasonable attorneys' fees under California Code of Civil Procedure § 1021.5, and for costs of suit incurred herein; and,

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

As to the Fourth Cause of Action

21. That the Court declare, adjudge, and decree that Defendants violated California Labor Code §§ 226.7, 558.1, and 512, and the IWC Wage Orders;

22. For unpaid rest period premium wages as may be appropriate;

23. For pre-judgment interest on any unpaid compensation commencing from the date such amounts were due;

24. For reasonable attorneys' fees under California Code of Civil Procedure § 1021.5, and for costs of suit incurred herein; and,

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

As to the Fifth Cause of Action

26. That the Court declare, adjudge and decree that Defendants violated California Labor Code §§ 201, 202, 203 and 558.1 by willfully failing to pay all compensation owed at the time of termination of the employment;

27. For statutory wage penalties pursuant to California Labor Code § 203 for former employees who have left Defendants' employ;

///

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

29. For reasonable attorneys' fees and for costs of suit incurred herein; and,

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

As to the Sixth Cause of Action

31. That the Court declare, adjudge, and decree that Defendants violated the record keeping provisions of California Labor Code § 226(a) and applicable IWC Wage Orders, and willfully failed to provide accurate itemized wage statements thereto;

32. For all actual damages, according to proof;

33. For statutory penalties pursuant to California Labor Code § 226(e);

34. For injunctive relief to ensure compliance with this section, pursuant to California Labor Code § 226(h);

35. For reasonable attorneys' fees and for costs of suit incurred herein; and,

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

As to the Seventh Cause of Action

37. That the Court declare, adjudge, and decree that Defendants violated California Labor Code §§ 558.1 and 2802 by willfully failing to indemnify employees for expenditures;

38. For unpaid wages or unreimbursed business expenses as may be appropriate;

39. For pre-judgment interest on any unpaid compensation commencing from the date such amounts were due;

40. For reasonable attorneys' fees and for costs of suit incurred herein; and,

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

As to the Eighth Cause of Action

42. That the Court declare, adjudge, and decree that Defendants violated California Labor Code § 226 and 1198.5 by willfully failing to produce employment records;

43. For statutory penalties pursuant to California Labor Code §§ 226(f) and 1198.5(k);

44. For injunctive relief to ensure compliance with this section, pursuant to California Labor Code § 226(h) and 1198.5(l);

45. For reasonable attorneys' fees and for costs of suit incurred herein; and,

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

As to the Ninth Cause of Action

47. That the Court declare, adjudge, and decree that Defendants violated California Business & Professions Code §§ 17200, *et seq.* by failing to pay for all hours worked (minimum, straight time, and overtime wages), failing to provide meal periods, and failing to authorize and permit rest periods;

48. For restitution of unpaid wages to Plaintiffs and all Class Members and prejudgment interest from the day such amounts were due and payable;

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

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

51. For injunctive relief to ensure compliance with this section, pursuant to California Business & Professions Code §§ 17200, *et seq.*; and,

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

As to the Tenth Cause of Action

53. That the Court declare, adjudge, and decree that Defendants violated the California Labor Code by failing to pay for all hours worked (minimum, straight time, and overtime wages), failing to provide meal periods, failing to authorize and permit rest periods, failing to pay all earned wages twice per month, failing to maintain accurate records of hours worked and meal periods, failing to timely pay final wages, failing to furnish accurate wage statements, failing to indemnify for expenditures, and failing to produce requested employment records;

54. An award of civil penalties on behalf of Plaintiffs, individually, and on behalf of the State of California, and all similarly aggrieved employees pursuant to PAGA;

55. Pre-judgment and post-judgment interest at the maximum rate allowed;

56. Attorneys' fees and costs reasonably incurred; and

57. Injunctive and declaratory relief to the extent allowed by PAGA.

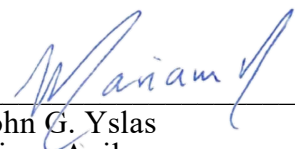
As to all Causes of Action

58. For any additional relief that the Court deems just and proper.

Respectfully submitted,

Dated: May 1, 2025

WILSHIRE LAW FIRM

By: 

John G. Yslas
Diego Aviles
Harry Erganyan
Mariam Nazaretyan

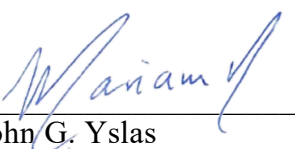
Attorneys for Plaintiffs

DEMAND FOR JURY TRIAL

Plaintiffs demand a trial by jury as to all causes of action triable by jury.

Dated: May 1, 2025

WILSHIRE LAW FIRM

By: 

John G. Yslas
Diego Aviles
Harry Erganyan
Mariam Nazaretyan

Attorneys for Plaintiffs