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SUPERIOR COURT OF CALIFORNIA
COUNTY OF HUMBOLDT

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9 *behalf of himself and all others similarly situated*
10 *and as a representative for the State of California*

11 SUPERIOR COURT OF CALIFORNIA
12 COUNTY OF HUMBOLDT

13 RUSSELL MOXON, on behalf of himself and all
14 others similarly situated and as a representative for
15 the State of California,

16 Plaintiff,

17 vs.

18 UNITED NATURAL FOODS WEST, INC., and
19 Does 1 through 50, inclusive,

20 Defendants.

Case No.: CV 250075 27

21 **CLASS ACTION AND PAGA**
22 **COMPLAINT**

23 Unlimited Civil Case
24 The Amount Demanded Exceeds \$35,000

1 Plaintiff Russell Moxon ("Plaintiff") on behalf of himself, all others similarly situated,
2 complains and alleges as follows against Defendant United Natural Foods West, Inc. ("UNFI" or
3 ("Defendant")):

4 **JURISDICTIONAL ALLEGATIONS**

5 1. Defendants are, and at all times were, corporations doing business within the State
6 of California, including Humboldt County, California, and are employees under applicable
7 Industrial Welfare Commission Wage Orders.

8 2. Venue is proper in the County of Humboldt because Plaintiff performed work for
9 Defendants in the county of Humboldt and the legal obligations of Defendants to Plaintiff were
10 breached in the County of Humboldt.

11 3. The California Superior Court has jurisdiction in this matter because Plaintiff is a
12 resident of California, Defendants are qualified to do business in California, and Defendants
13 regularly conduct business in California. Further, there is no federal question at issue, as the
14 claims herein are based solely on California law.

15 4. Plaintiff Russell Moxon, a resident of the State of California, brings this action
16 pursuant to California Labor Code Sections 201-204, 226, 226.7, 510, 512, 558, 1174, 1194, 2802
17 and California Business and Professions Code section 17200 et. seq.; and applicable Industrial
18 Welfare and Commission Wage Orders made pursuant to California Labor Code sections 2699,
19 2699.3 and 2699.5.

20 5. UNFI is in the business of the distribution of natural foods. UNFI engages in this
21 business throughout California, including Northern California.

22 **GENERAL ALLEGATIONS**

23 6. Mr. Moxon contends that UNFI: (1) failed to timely pay employees all wages owed
24 in violation of California Labor Code sections 201-204; (2) failed to maintain and furnish accurate
25 wage statements to employees as required by California Labor Code sections 226 and 1174; (3)
26 failed to provide rest and meal periods and to pay compensation for work without rest and meal
27 periods to its California employees in violation of California Labor Code sections 226.7 and 512;
28 (5) failed to provide full reimbursement for all work-related expenses in violation of California

1 Labor Code section 2802; and, (4) failed to pay regular and overtime wages as required by
2 California Labor Code sections 510 and 1194. Said conduct, in addition to the forgoing, violated
3 each Labor Code section as set forth in California Labor Code section 2699.5.

4 7. Mr. Moxon began working for UNFI in December of 2023. UNFI employed Mr.
5 Moxon as an hourly, non-exempt employee. During his employment, Mr. Moxon drove UNFI's
6 trucks to deliver products to grocery stores, covering five to ten stores a day, in addition to various
7 stops to a central warehouse to pick up stock. UNFI requires delivery drivers to adhere to a strict
8 schedule, as stores rely on Mr. Moxon and the other drivers to make the deliveries at each store at
9 a set time. Given the demands of the schedule, and the inability for Mr. Moxon and the other
10 drivers to stop during the delivery route and park the truck when enroute from store to store, Mr.
11 Moxon, and similarly situated aggrieved employees, routinely were unable to take meal or rest
12 breaks. UNFI uses an electronic tracking system on all its vehicles and can tell precisely when
13 and where Mr. Moxon, and the other aggrieved employees, were located when the breaks were
14 supposed to occur. As such, UNFI knew that Mr. Moxon and the other similarly situated
15 employees, were unable to, and did not, take their mandated rest and meal breaks. UNFI failed to
16 pay the additional hour of compensation owed when employees were not provided or allowed to
17 take their rest and meal breaks.

18 8. Mr. Moxon, and those similarly situated, were not paid all compensation owed.
19 UNFI promised to pay Mr. Moxon, and the other similarly situated employees, various bonuses,
20 including a sign-on bonus, which UNFI did not fully pay, Mr. Moxon, or similarly situated
21 employees. UNFI also did not include the bonuses, such as the driver ambassador bonus, and
22 other non-discretionary compensation in addition to the hourly rate of pay, when calculating the
23 regular rate of pay for the purposes of calculating overtime compensation. As such, UNFI did not
24 pay Mr. Moxon, and the similarly situated employees, for all overtime compensation owed. In
25 addition, Mr. Moxon, and other similarly situated employees, often worked in excess of eight
26 hours in one day. When he did so, Mr. Moxon, and similarly situated employees, were not paid
27 overtime compensation on the hours worked in excess of eight hours in a given day unless the
28 employees had also worked 40 hours in the week. By so doing, UNFI failed to pay Mr. Moxon,

1 and similarly situated employees, all compensation owed to them. In addition, when Mr. Moxon,
2 and those similarly situated employees, worked over 10 hours in one day, they were not provided
3 additional rest and meal periods or compensation for missing same. As such, Mr. Moxon, and
4 those similarly situated, were not paid all compensation owed, including overtime compensation.
5 In addition, UNFI routinely paid Mr. Moxon, and other similarly situated employees late, i.e., not
6 on the dates required by California Labor Code sections 201-204, a fact of which Mr. Moxon
7 routinely apprised UNFI. Given UNFI's actions, it also did not pay employees all wages owed at
8 termination, as required by California Labor Code section 203. By engaging in these activities,
9 UNFI violated California Labor Code sections 201-204, 226.7, 510, and 1194.

10 9. When performing his job, Mr. Moxon, and similarly situated employees, were
11 required to use their personal cell phones for work. UNFI reimbursed Mr. Moxon, and those
12 similarly situated employees, at a flat rate, which was insufficient. Also, UNFI included this
13 amount in ordinary income, which was taxed. As such, Mr. Moxon, and those similarly situated
14 employees, actually received less than they should have received for their reimbursement. UNFI's
15 practice of not fully reimbursing Mr. Moxon, and those similarly situated aggrieved employees,
16 violated California Labor Code section 2802.

17 10. UNFI did not actually furnish Mr. Moxon, or its other employees, with wage
18 statements as required by California Labor Code section 226. Rather, UNFI only made the wage
19 statements available on-line. This practice violates section 226. In addition, as outlined above,
20 UNFI did not provide Mr. Moxon, and those similarly situated employees, with accurate wage
21 statements as required by Section 226. Rather, the wage statements do not set forth the total gross
22 and net wages owed, as UNFI does not properly calculate overtime compensation or pay all
23 compensation owed, such as bonuses, overtime compensation, and the extra hour of compensation
24 for missed rest and meal periods.

25 CLASS ALLEGATIONS

26 11. California Code of Civil Procedure section 382 provides, in pertinent part:
27 "[W]hen the question is one of a common or general interest, of many persons, or when the
28 parties are numerous, and it is impracticable to bring them all before the court, one or more may

1 sue or defend for the benefit of all.” Plaintiff brings this sure as a class action pursuant to
2 section 382.

3 12. Plaintiff is, and at all relevant times was, a resident of the State of California.
4 Plaintiff sues on behalf of himself and all similarly situated employees employed by Defendants
5 in California during the four years preceding the filing of this complaint to the present. This
6 action seeks relief on behalf of two subclasses of persons in the employ of UNFI in California
7 within four years preceding the filing of the action to the present comprised of the following
8 employees:

9 a. Subclass A: Those persons employed by UNFI as delivery drivers; and,
10 b. Subclass B: Those persons employed by UNFI to whom UNFI issued
11 wage statements.

12 13. Because Defendants failed to provide Plaintiff, in his employment with
13 Defendants as delivery driver, payment for all wages when due, including after 72 hours of
14 resignation, and waiting time penalties; accurate itemized wage statements; reimbursement for
15 work-related expenses incurred in direct consequence of the discharge of his duties, including
16 for using his personal cell phone, meal and rest breaks or payment for missed meal and rest
17 breaks, Plaintiff’s claims are typical of those of the proposed class members.

18 14. Plaintiff will fairly and adequately represent and protect the interests of the
19 members of the proposed class in that he has no disabling conflict of interest that would be
20 antagonistic to those of the other members of the proposed class. Plaintiff retained counsel
21 who are competent and experienced in the prosecution of class action wage and hour
22 violations.

23 15. The proposed class is sufficiently numerous and the class members are
24 geographically dispersed throughout California, the joinder of whom in one action is
25 impracticable, such that the disposition of whose claims in a class action will provide
26 substantial benefits to both the parties and the Court.

27 16. There is a well-defined community of interest in the questions of law and fact
28 involved affecting the parties to be represented. The questions of law and fact common to the

1 proposed class predominate over questions that may affect individual class members, include
2 but are not limited to the following:

- 3 (a) Whether Defendants implemented and engaged in a pattern and practice
4 whereby Defendants failed to timely pay Plaintiff and proposed class members
5 in Subclass A all wages when due, including wages due immediately upon
6 termination or within seventy-two hours of resignation, and all associated
7 waiting time penalties;
- 8 (b) Whether Defendants implemented and engaged in a practice whereby
9 Defendants failed to furnish and provide proposed members in Subclasses A &
10 B with accurate itemized wage statements;
- 11 (c) Whether Defendants implemented and engaged in a pattern and practice of
12 failing to provide proposed members in Subclass A with meal breaks or
13 compensation for missed meal breaks;
- 14 (d) Whether Defendants implemented and engaged in a pattern and practice
15 whereby Defendants unlawfully failed to reimburse proposed class members in
16 Subclass A for work-related expenses, as required by law.
- 17 (e) Whether Defendants implemented and engaged in a pattern and practice of
18 failing to provide proposed members in Subclass A with rest breaks or
19 compensation for missed rest breaks; and,
- 20 (f) Whether the acts and practices of Defendants as alleged herein violated, *inter*
21 *alia*, applicable provisions of the California Labor Code, including but not
22 limited to sections 201-204, 226, 226.7, 510, 512, 1194, 2802, the applicable
23 Industrial Welfare Commission Orders, California Business & Professions
24 Code section 17200, *et seq.*, and the Private Attorneys General Act of 2004
25 (the PAGA), California Labor Code section 2698, *et. seq.*

26 17. Plaintiff and proposed class members all have similarly suffered irreparable harm
27 and damages as a result of Defendants' unlawful and wrongful conduct, including, but not
28 limited to, Defendants' pattern and practice of: (1) failing to pay all wages when due, including

1 immediately upon termination or within seventy-two hours of resignation, and all associated
2 waiting time penalties, in violation of Labor Code sections 201-204, 510 and 1194; (2) failing to
3 furnish accurate itemized wage statements, in violation of Labor Code section 226; (3) failing to
4 provide Plaintiff and proposed class members in Subclass A, with rest or meal breaks, or
5 compensation for missed rest or meal breaks in violation of Labor Code sections 226.7 and 512;
6 and (4) failing to provide reimbursement for work-related expenses, in violation of Labor Code
7 section 2802. These failures further constitute unfair business practices, in violation of
8 California Business and Professions Code section 17200, et. seq., and violations of California
9 Labor Code section 2698, et. seq., the Private Attorneys General Act of 2004 ("the PAGA"),
10 through which Plaintiff seeks civil penalties. These issues are common to all proposed class
11 members, making class treatment especially appropriate. Because the actions of Defendants
12 toward proposed class members follow common patterns, all of which are reflected in records
13 possessed by Defendants, this action will provide substantial benefits to all proposed class
14 members. Absent this action, Defendants' unlawful conduct will continue unremedied and
15 uncorrected.

16 **FIRST CAUSE OF ACTION**

17 **(Violation of California Labor Code § 2802)**

18 18. Plaintiff, and all others similarly situated, reallege and incorporate by reference
19 the allegations contained in the foregoing paragraphs as if fully set forth herein.

20 19. California Labor Code section 2802 provides that an employer "shall indemnify
21 his or her employee for all necessary expenditures or losses incurred by the employee in direct
22 consequence of the discharge of his or her duties, . . ."

23 20. UNFI required Plaintiff, and other similarly situated employees, to use their
24 personal cell phones for work. UNFI reimbursed Plaintiff, and other similarly situated
25 employees, at a flat rate, which was insufficient to reimburse for the cost of using their personal
26 cell phones for work so that Plaintiff, and other similarly situated employees, received less than
27 they should have received for their reimbursement.

28 21. Plaintiff, and other similarly situated employees, suffered damages as a direct

1 consequence of UNFI's failure to comply with Labor Code section 2802 and they seek
2 reimbursement for the expenditures they incurred in direct consequence of the discharge of their
3 duties in an amount according to proof at time of trial with interest thereon, costs, applicable
4 civil penalties and attorney's fees as set forth below.

5 22. Plaintiff and those similarly situated employees are therefore entitled to the
6 relief requested herein.

7 **SECOND CAUSE OF ACTION**

8 **(Failure To Provide Rest And Meal Breaks As Required by**
9 **Labor Code Sections 226.7 And 512 And Applicable Wage Orders)**

10 23. Plaintiff, and other similarly situated employees, incorporate by reference the
11 allegations contained in the foregoing paragraphs of this complaint as if fully set forth herein.

12 24. During relevant periods, Defendant failed to take any action to provide Plaintiff,
13 and all other similarly situated employees, with rest or meal breaks. Defendant likewise did not
14 pay Plaintiff, and all other similarly situated employees, an additional hour of compensation if
15 they did not receive the required rest and meal breaks. Due to their tight delivery schedules,
16 Plaintiff, and similarly situated aggrieved employees, routinely did not receive meal and rest
17 breaks, or compensation if Plaintiff or the other similarly situated employees did not receive the
18 required rest and meal breaks. In addition, when Plaintiff, and all others similarly situated,
19 worked over 10 hours in one day, they were not provided additional rest and meal periods or
20 compensation for missing same. These failures violated California Labor Code sections 226.7
21 and 512. Given these failures, Defendant also did not provide Plaintiff, and all other similarly
22 situated employees, with accurate wage statements, in that the wage statements did not set forth
23 all compensation earned in violation of California Labor Code section 226.

24 25. As a result of Defendant's failures, Plaintiff and the other delivery drivers are
25 entitled to recover the additional hour of compensation as set forth in California Labor Code
26 section 226.7 and damages and penalties as allowed under section 226, and other applicable
27 Labor Code provisions.

28 26. Plaintiff other similarly situated employees the members of the proposed

1 Subclasses members are therefore entitled to the relief requested herein.

2 **THIRD CAUSE OF ACTION**

3 **(Failure to Pay Regular and Overtime Wages Pursuant to**
4 **California Labor Code §§ 510, 558, and 1194)**

5 27. Plaintiff, and all others similarly situated, incorporate by reference the allegations
6 contained in the foregoing paragraphs of this complaint as if fully set forth herein.

7 28. During portions of the relevant time period, Defendant did not pay Plaintiff, and
8 all others similarly situated, for all hours worked or overtime compensation due. Defendant
9 required Plaintiff, and all others similarly situated, to work in excess of 8 hours per day and 40
10 hours per week but did not provide regular or overtime compensation for the additional hours for
11 the work performed. In addition, Defendant did not include all remuneration when calculating the
12 regular rate of pay, thereby not paying the accurate overtime rate when it did pay overtime
13 compensation.

14 29. During relevant periods, both the California Labor Code and the pertinent
15 Industrial Welfare Commission Wage Orders required that employers pay employees for all hours
16 worked and that all work performed by an employee in excess of 8 hours per day and 40 hours per
17 week be compensated at no less than one and one-half times the employee's regular rate of pay.
18 Defendant failed to pay for all hours worked and failed to pay overtime wages for all overtime
19 hours worked and failed to include all compensation when calculating the regular rate of pay and
20 overtime rates of pay, and therefore failed to compensate Plaintiff, and other similarly situated
21 employees, for all hours they worked.

22 30. During relevant periods, Defendant failed include all remuneration when
23 calculating the regular rate of pay and therefore did not properly calculate overtime compensation
24 owed to Plaintiff, and all other similarly situated employees. Plaintiff, and all other similarly
25 situated employees, routinely received additional compensation such as various bonuses, including
26 a sign-on bonus, for which Defendant did not pay in full. Defendant also did not include the
27 driver ambassador bonus, and other non-discretionary compensation in addition to the hourly rate
28 of pay, when calculating the regular rate of pay for the purposes of calculating overtime
compensation. As such, Defendant did not properly calculate overtime compensation owed to

1 Plaintiff, and all other similarly situated employees

2 31. As a result, Defendant failed to pay Plaintiff, and similarly situated employees,
3 earned regular and overtime wages, failed to properly calculate overtime compensation, and failed
4 to provide Plaintiff and similarly situated delivery drivers with accurate wage statements as
5 required by California Labor Code sections 226 and keep records as required by section 1174.
6 Plaintiff, and all other similarly situated employees, are entitled to recover their unpaid regular and
7 overtime compensation and penalties arising therefrom.

8 **FOURTH CAUSE OF ACTION**

9 **(Failure To Pay Wages When Due Pursuant to California Labor Code §§ 201-204)**

10 32. Plaintiff, and all other similarly situated employees, incorporate by reference the
11 allegations contained in the foregoing paragraphs of this complaint as if fully set forth herein.

12 33. During relevant periods, California Labor Code section 204 required that: "labor"
13 performed by a semi-monthly paid employee shall be paid for no later than between the 16th and
14 the 26th of the month for labor performed between the 1st and the 15th of the month or between the
15 1st and the 10th day of the following month for labor performed between the 16th and the last day
16 of the month. Labor Code section 204b also provides that "labor" performed by a weekly
17 employee during any calendar week, and prior to or on the regular payday shall be paid for not
18 later than the regular payday of the employer for such weekly-paid employer. Labor Code section
19 200 states that "'wages' includes all amounts for labor performed by employees of every
20 description..." and "'labor' includes labor, work, or service whether rendered or performed under
21 contract...or other agreement if the labor to be paid for is performed personally by the person
22 demanding payment."

23 34. During relevant periods, Defendant routinely paid Plaintiff, and other similarly
24 situated employees, late, i.e., not on the dates required by California Labor Code sections 201-204,
25 a fact of which Plaintiff regularly apprised Defendant.

26 35. For portions of the pertinent time period, Plaintiff, and all other similarly situated
27 employees, were required to work in excess of 8 hours in a day and 40 hours in a week for which
28 Defendant did not pay compensation. In addition, Defendant did not pay the additional hour of

1 compensation when Plaintiff, and those similarly situated, did not get rest or meal breaks or
2 worked over 10 hours in one day and were not provided additional rest and meal periods.

3 36. During relevant periods, Defendant failed include all remuneration when
4 calculating the regular rate of pay. Plaintiff, and all other similarly situated employees, routinely
5 received additional compensation such as various bonuses, including a sign-on bonus, for which
6 Defendant did not pay in full. Defendant also did not include the driver ambassador bonus, and
7 other non-discretionary compensation in addition to the hourly rate of pay, when calculating the
8 regular rate of pay for the purposes of calculating overtime compensation. As such, Defendant did
9 not pay Plaintiff, and all other similarly situated employees, all compensation owed.

10 37. Given these actions, it also did not pay employees all wages owed at termination,
11 as required by California Labor Code section 203. By engaging in these activities, Defendant
12 violated California Labor Code sections 201-204, 226.7, 510, and 1194.

13 38. As a further result of Defendant's failure to compensate Plaintiff, and all others
14 similarly situated, for all time worked, Defendant failed to pay Plaintiff, and all others similarly
15 situated, for all wages when due, including all earned regular and overtime pay to employees,
16 wages due immediately upon termination or within seventy-two hours of resignation, and all
17 associated waiting time penalties. As such, Plaintiff and class members are entitled to recover
18 waiting time penalties as allowed under Labor Code section 203.

19 39. Plaintiff, and all others similarly situated, are therefore entitled to the relief
20 requested herein.

21 **FIFTH CAUSE OF ACTION**

22 **(Wage Statement Violations: Cal. Lab. Code § 226)**

23 40. Plaintiff and proposed class members incorporate by reference the allegations
24 contained in the foregoing paragraphs of this complaint as if fully set forth herein.

25 41. During the relevant time period, Defendant failed to furnish accurate itemized
26 wage statements to Plaintiff and proposed class members, as Defendant did not actually furnish
27 the wage statements, but only made the wage statements available on line. In addition, Defendant
28 did not furnish Plaintiff and proposed class members with accurate itemized wage statements

1 containing information as required by California Labor Code sections 226(a)(1) gross wages
2 earned and (5) net wages earned. Given that Defendant failed to pay Plaintiff, and all other
3 similarly situated employees, for all hours worked, and failed properly calculate the regular rate of
4 pay and overtime compensation as set forth above, Defendant also violated California Labor Code
5 section 226(a)(9) in that the wage statements reflected improper rates of pay. These failures
6 caused Plaintiff, and all other similarly situated employees, to suffer injury as defined by
7 California Labor Code section 226(e)(2)(B)(i).

8 42. As a result of Defendant's failures, Plaintiff, and all other similarly situated
9 employees, are entitled to recover the damages and penalties and attorneys' fees as set forth in
10 California Labor Code section 226(e) and 226.3

11 43. Plaintiff also seeks penalties for Defendant's violations of California Labor Code
12 section 226(a)(1), (5), and (9) pursuant to California Labor Code sections 2699.3 and 2699.5, and
13 attorneys' fees pursuant to section 2699(g)(1).

14 44. Plaintiff and proposed class members are therefore entitled to the relief requested
15 herein.

16 **SIXTH CAUSE OF ACTION**

17 **(Unlawful, Unfair And Fraudulent Business Practices Pursuant** 18 **To Business & Professions Code § 17200, *et seq.*)**

19 45. Plaintiff, and all others similarly situated, incorporate by reference the allegations
20 contained in the foregoing paragraphs of this complaint as if fully set forth herein.

21 46. Business & Professions Code section 17200, et seq., prohibits acts of unfair
22 competition, defined as an "unlawful, unfair, or fraudulent business act or practice."

23 47. The policies, acts and practices heretofore described were and are unlawful
24 business acts or practices because Defendant failed to pay regular and overtime wages at the
25 lawful rate, failed to pay wages for regular and overtime hours worked, failed to provide accurate
26 and timely wage statements, failed to provide or make available rest and meal periods, or pay the
27 additional hour of compensation for missed meal and rest periods, and failed to reimburse
28 employees for costs associated with performing their jobs in violation of applicable Labor Code

1 sections, including but not limited to California Labor Code sections 201-204b, 226, 226.7, 510,
2 512, 558, 1174, 1194, 2802, applicable Industrial Welfare Commission Wage Orders, the Labor
3 Code Private Attorney General Act of 2004 ("PAGA"), California Labor Code section 2698, et
4 seq., and other provisions of California common and/or statutory law. Plaintiff reserves the right
5 to allege additional statutory and common law violations by Defendants. Such conduct is ongoing
6 to this date.

7 48. Further, the policies, acts or practices described herein were and are an unfair
8 business act or practice because any justifications for Defendant's illegal and wrongful conduct
9 were and are vastly outweighed by the harm such conduct caused to Plaintiff, and all other
10 similarly situated employees, and the members of the general public. Such conduct is ongoing to
11 this date.

12 49. As a result of its unlawful and/or unfair and/or fraudulent acts, Defendant reaps and
13 continues to reap unfair benefits and illegal profits at the expense of Plaintiff and proposed class
14 members. Defendant should be made to disgorge ill-gotten gains and provide restitution to class
15 members and Plaintiff for the wrongfully withheld wages pursuant to Business and Professions
16 Code section 17203.

17 50. Plaintiff and proposed class members are therefore entitled to the relief requested
18 herein.

19 **SEVENTH CAUSE OF ACTION**

20 **(Labor Code Private Attorneys General Act of 2004: Labor Code Sec. 2698)**

21 51. Plaintiff, and all others similarly situated, incorporate by reference the allegations
22 contained in the foregoing paragraphs of this complaint as if fully set forth herein.

23 52. The policies, acts and practices heretofore described were and are unlawful because
24 Defendant's failure to provide employees rest and meal breaks; failure to pay employees
25 compensation for work without meal and rest periods; failure to timely pay employees for all
26 hours worked and to timely pay all wages and overtime compensation due; failure to pay the full
27 amount due for sign-on bonuses; failure to include all remuneration in the regular rate of pay;
28 failure to reimburse employees for all expenses incurred; and, failure to provide accurate itemized

1 wage statements to Plaintiff, and all other similarly situated employees, violates applicable Labor
2 Code sections and gives rise to statutory and civil penalties as a result of such conduct, including
3 but not limited to penalties as provided by Labor Code sections 201, 202, 203, 204, 204b, 226,
4 226.7, 510, 512, 1174, 1194, 2698, 2699(f), 2802, and 2699.5, and applicable Industrial Welfare
5 Commission Wage Orders. Plaintiff, as an aggrieved employee, hereby seeks recovery of civil
6 penalties as prescribed by the Labor Code Private Attorney General Act of 2004 on behalf of
7 himself and other current and former employees of Defendant against whom one or more of the
8 violations of the Labor Code was committed.

9 53. On December 16, 2024, Plaintiff gave written notice by website upload to the
10 California Labor and Workforce Development Agency ("LWDA") and by certified mail to
11 Defendant United Natural Foods West, Inc. of Labor Code violations as prescribed by California
12 Labor Code section 2699.3. Plaintiff has not received written notification by the LWDA of an
13 intention to investigate the allegations set forth in the December 16, 2024, letter by February 19,
14 2025, or written notice of cure from Defendant by January 20, 2025, as prescribed by California
15 Labor Code section 2699.3.

16 **PRAYER FOR RELIEF**

17 WHEREFORE Plaintiff prays for judgment and relief as follows:

- 18 1. An order certifying that the action may be maintained as a class action;
 - 19 2. Compensatory and statutory damages, reimbursements, penalties, and restitution, as
20 appropriate and available under each cause of action, in an amount to be proven at trial based on,
21 inter alia, the unpaid balance of compensation Defendant owes;
 - 22 3. Reasonable attorneys' fees pursuant to the California Labor Code, including
23 sections 226, 1194, and 2802;
 - 24 4. Costs of this suit;
 - 25 5. Pre- and post-judgment interest; and
 - 26 6. Such other and further relief as the Court deems just and proper.
- 27
28

7. Plaintiff is informed and believes that the damages, back wages, expense reimbursements, restitution, value of injunctive relief sought, penalties, interest and attorneys' fees do not exceed an aggregate of \$4,999,999.99.

JURY DEMAND

Plaintiff hereby demands a trial by jury.

Date: April 7, 2025

WORKMAN LAW FIRM, PC

By:

*Attorneys for Russell Moxon, and all others
similarly situated and as a representative for
the State of California*