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ELECTRONICALLY FILED  
SUPERIOR COURT OF CALIFORNIA  
COUNTY OF SAN BERNARDINO  
SAN BERNARDINO DISTRICT  
5/13/2026 3:40 PM  
By: Martin Sandoval, DEPUTY

7 Attorneys for Plaintiffs  
RASHAD LAKESHORE, DANIEL SHERMAN, and JOHN WOODLEY  
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11 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
12 FOR THE COUNTY OF SAN BERNARDINO  
13 UNLIMITED JURISDICTION

14 RASHAD LAKESHORE, DANIEL  
15 SHERMAN, and JOHN WOODLEY, on  
behalf of themselves and all other current and  
former non-exempt employees, and the general  
public,

16 *Plaintiffs,*

17 v.

18 MCLANE FOODSERVICE DISTRIBUTION,  
19 INC., a North Carolina Stock Corporation;  
MCLANE/SUNEAST, INC., a Texas Stock  
20 Corporation; MCLANE COMPANY, INC., a  
Texas Stock Corporation; MCLANE  
21 BEVERAGE DISTRIBUTION, INC., a Texas  
Stock Corporation; MCLANE  
22 FOODSERVICE, INC., a Texas Stock  
Corporation; MCLANE INTERSTATE  
23 WAREHOUSE, INC., a Texas Stock  
Corporation; MCLANE/WESTERN, INC., a  
24 Colorado Stock Corporation; and DOES 1  
through 50, inclusive,  
25 *Defendants.*

Case No. CIVSB2614640

**CLASS AND REPRESENTATIVE ACTION**

**COMPLAINT**

1. Failure to Provide Meal Periods (Lab. Code §§ 204, 223, 226.7, 512 and 1198);
2. Failure to Provide Rest Periods (Lab. Code §§ 204, 223, 226.7 and 1198);
3. Failure to Pay Hourly Wages (Lab. Code §§ 223, 510, 1194, 1194.2, 1197, 1997.1 and 1198);
4. Failure to Indemnify (Lab. Code § 2802);
5. Failure to Provide Accurate Written Wage Statements (Lab. Code §§ 226(a));
6. Failure to Timely Pay All Final Wages (Lab. Code §§ 201, 202 and 203);
7. Unfair Competition (Bus. & Prof. Code §§ 17200 *et seq.*);
8. Civil Penalties (Lab. Code § 2698, *et seq.*)

**JURY TRIAL DEMANDED**

1 Plaintiffs RASHAD LAKESHORE, DANIEL SHERMAN, and JOHN WOODLEY  
2 (“Plaintiffs”), on behalf of themselves and all other current and former non-exempt employees, and  
3 the general public, complain and allege as follows:

4 **INTRODUCTION**

5 1. Plaintiffs bring this action against defendants MCLANE FOODSERVICE  
6 DISTRIBUTION, INC., a North Carolina Stock Corporation; MCLANE/SUNEAST, INC., a  
7 Texas Stock Corporation; MCLANE COMPANY, INC., a Texas Stock Corporation; MCLANE  
8 BEVERAGE DISTRIBUTION, INC., a Texas Stock Corporation; MCLANE FOODSERVICE,  
9 INC., a Texas Stock Corporation; MCLANE INTERSTATE WAREHOUSE, INC., a Texas Stock  
10 Corporation; MCLANE/WESTERN, INC., a Colorado Stock Corporation; and DOES 1 through  
11 50, inclusive, (collectively referred to as “Defendants”) for alleged violations of the Labor Code.  
12 As set forth below, Plaintiffs allege that Defendants have

- 13 (1) failed to provide Plaintiffs and all other similarly situated individuals with meal  
14 periods;
- 15 (2) failed to provide them with rest periods;
- 16 (3) failed to pay them premium wages for missed meal and/or rest periods;
- 17 (4) failed to pay them premium wages for missed meal and/or rest periods at the regular  
18 rate of pay;
- 19 (5) failed to pay them at least minimum wage for all hours worked;
- 20 (6) failed to pay them overtime wages at the correct rate;
- 21 (7) failed to reimburse them for all necessary business expenses;
- 22 (8) failed to provide them with accurate written wage statements; and
- 23 (9) failed to pay them all of their final wages following separation of employment.

24 Based on these alleged violations, Plaintiffs now bring this action to recover unpaid wages,  
25 restitution, civil and statutory penalties, and related relief on behalf of themselves and all others  
26 similarly situated, all other aggrieved employees, and the State of California.

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11. Plaintiffs are informed and believe, and thereupon allege that Defendant MCLANE FOODSERVICE, INC., a Texas Stock Corporation, is a California corporation doing business in the state of California.

12. Plaintiffs are informed and believe, and thereupon allege that Defendant MCLANE INTERSTATE WAREHOUSE, INC., a Texas Stock Corporation, is a California corporation doing business in the state of California.

13. Plaintiffs are informed and believe, and thereupon allege that Defendant MCLANE/WESTERN, INC., a Colorado Stock Corporation, is a California corporation doing business in the state of California.

14. Plaintiffs are ignorant of the true names and capacities of the defendants sued herein as DOES 1 through 50, inclusive, and therefore sue these defendants by such fictitious names. Plaintiffs will amend this Complaint to allege the true names and capacities of the DOE defendants when ascertained. Plaintiffs are informed and believe, and thereupon allege, that each of the fictitiously named defendants are responsible in some manner for the occurrences, acts and omissions alleged herein and that Plaintiffs' alleged damages were proximately caused by these defendants, and each of them. Plaintiffs will amend this complaint to allege both the true names and capacities of the DOE defendants when ascertained.

15. Plaintiffs is informed and believe, and thereupon allege that, at all relevant times mentioned herein, some or all of the defendants were the representatives, agents, employees, partners, directors, associates, joint venturers, joint employers, principals, or co-participants of some or all of the other defendants, and, in doing the things alleged herein, were acting within the course and scope of such relationship and with the full knowledge, consent, and ratification by such other defendants.

## CLASS ALLEGATIONS

16. This action has been brought and may be maintained as a class action pursuant to Code of Civil Procedure § 382, because there is a well-defined community of interest among the persons who comprise the readily ascertainable classes defined below and because Plaintiffs are unaware of any difficulties likely to be encountered in managing this case as a class action.

1           17.    **Relevant Time Period:** The relevant time period is defined as the time period  
2 beginning four years prior to the filing of this action until judgment is entered.

3           **Hourly Employee Class:** All persons employed by Defendants whether directly or  
4 indirectly through any staffing agencies and/or any other third parties in hourly or non-  
exempt positions in California during the **Relevant Time Period**.

5           **Meal Period Sub-Class:** All **Hourly Employee Class** members who worked  
6 in a shift in excess of five hours during the **Relevant Time Period**.

7           **Rest Period Sub-Class:** All **Hourly Employee Class** members who worked  
8 a shift of at least three and one-half (3.5) hours during the **Relevant Time**  
9 **Period**.

10           **Wage Statement Penalties Sub-Class:** All **Hourly Employee Class**  
11 members employed by Defendants in California during the period beginning  
12 one year before the filing of this action and ending when final judgment is  
13 entered.

14           **Waiting Time Penalties Sub-Class:** All **Hourly Employee Class** members  
15 who separated from their employment with Defendants during the period  
16 beginning three years before the filing of this action and ending when final  
17 judgment is entered.

18           **UCL Class:** All **Hourly Employee Class** members employed by Defendants in  
19 California during the **Relevant Time Period**.

20           **Expense Reimbursement Class:** All persons employed by Defendants in California  
21 who incurred business expenses during the **Relevant Time Period**.

22           18.    **Reservation of Rights:** Pursuant to Rule of Court 3.765(b), Plaintiffs reserve the  
23 right to amend or modify the class definitions with greater specificity by further division into sub-  
24 classes and/or by limitation to particular issues.

25           19.    **Numerosity:** The class members are so numerous that the individual joinder of each  
26 individual class member is impractical. While Plaintiffs do not currently know the exact number of  
27 class members, Plaintiffs are informed and believe, and thereupon allege, that the actual number  
28 exceeds the minimum required for numerosity under California law.

          20.    **Commonality and Predominance:** Common questions of law and fact exist as to all  
class members and predominate over any questions that affect only individual class members. These  
common questions include, but are not limited to:

- i.   Whether Defendants maintained a policy or practice of failing to provide employees  
with their meal periods;

- 1           ii. Whether Defendants maintained a policy or practice of failing to provide employees  
2           with their rest periods;
- 3           iii. Whether Defendants failed to pay premium wages to class members when they have  
4           not been provided with required meal and/or rest periods;
- 5           iv. Whether Defendants failed to pay minimum and/or overtime wages to class members  
6           as a result of policies that fail to provide meal periods in accordance with California  
7           law;
- 8           v. Whether Defendants failed to pay minimum and/or overtime wages to class members  
9           for all time worked;
- 10          vi. Whether Defendants failed to reimburse class members for all necessary business  
11          expenses incurred during the discharge of their duties;
- 12          vii. Whether Defendants failed to provide class members with accurate written wage  
13          statements as a result of providing them with written wage statements with  
14          inaccurate entries for, among other things, amounts of gross and net wages, and total  
15          hours worked;
- 16          viii. Whether Defendants applied policies or practices that result in late and/or incomplete  
17          final wage payments;
- 18          ix. Whether Defendants are liable to class members for waiting time penalties under  
19          Labor Code section 203;
- 20          x. Whether class members are entitled to restitution of money or property that  
21          Defendants may have acquired from them through unfair competition;
- 22          21. **Typicality**: Plaintiffs' claims are typical of the other class members' claims.

23 Plaintiffs are informed and believe, and thereupon alleges, that Defendants have a policy or practice  
24 of failing to comply with the Labor Code and Business and Professions Code as alleged in this  
25 Complaint.

26          22. **Adequacy of Class Representative**: Plaintiffs are adequate class representatives in  
27 that they have no interests that are adverse to or otherwise conflict with the interests of absent class  
28 members and are dedicated to vigorously prosecuting this action on their behalf. Plaintiffs will

1 fairly and adequately represent and protect the interests of the other class members.

2 23. **Adequacy of Class Counsel:** Plaintiffs' counsel is adequate class counsel in that  
3 they have no known conflicts of interest with Plaintiffs or absent class members, are experienced in  
4 wage and hour class action litigation, and are dedicated to vigorously prosecuting this action on  
5 behalf of Plaintiffs and absent class members.

6 24. **Superiority:** A class action is vastly superior to other available means for fair and  
7 efficient adjudication of the class members' claims and would be beneficial to the parties and the  
8 Court. Class action treatment will allow a number of similarly situated persons to prosecute their  
9 common claims simultaneously and efficiently in a single forum without the unnecessary  
10 duplication of effort and expense that numerous individual actions would entail. In addition, the  
11 monetary amounts due to many individual class members are likely to be relatively small and would  
12 thus make it difficult, if not impossible, for individual class members to both seek and obtain relief.  
13 Moreover, a class action will serve an important public interest by permitting class members to  
14 effectively pursue the recovery of monies owed to them. Further, a class action will prevent the  
15 potential for inconsistent or contradictory judgments inherent in individual litigation.

16 **GENERAL ALLEGATIONS COMMON TO ALL CAUSES OF ACTION**

17 25. Plaintiff RASHAD LAKESHORE worked for Defendants as an hourly, non-exempt  
18 employee from approximately March 30, 2024 through February 25, 2025.

19 26. Plaintiff DANIEL SHERMAN worked for Defendants as an hourly, non-exempt  
20 employee from approximately December 13, 2023 to February 27, 2025.

21 27. Plaintiff JOHN WOODLEY worked for Defendants as an hourly, non-exempt  
22 employee from approximately January 1, 2019 to February 27, 2025.

23 28. Plaintiffs were employed as Truck Drivers who completed interstate deliveries,  
24 driving from California to states including, but not limited to, Arizona, Colorado, Idaho, Nevada  
25 New Mexico, Texas, and Utah.

26 29. Plaintiffs transported products, including frozen and canned goods, to restaurants  
27 across these states and made regular stops at distribution facilities during their assigned routes.

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31. The entire time spent booting up the computer and entering the login credentials would not be accurately recorded and therefore resulted in Plaintiff and the putative class not being paid for all hours worked while waiting for the computer to boot up.

### Off-the-Clock Work

34. Plaintiffs and the putative class regularly performed work after their scheduled work hours and were not paid for this time. Plaintiffs and the putative class were required to complete job duties such as relocating trucks after they had already clocked out and were not paid for the time spent performing these additional duties. Completing job duties after clocking out could take an additional five to fifteen minutes.

36. In addition, Plaintiffs and the putative class were required to perform mandatory pre-trip inspections of their trucks before clocking in. These inspections included, but were not limited to, checking fluid levels, tire pressure, lights, brake functionality, suspension systems, and the fifth wheel. Plaintiffs and the putative class were likewise required to perform post-trip inspections involving the same tasks. These pre-and-post inspections could take up to fifteen (15) minutes off-

1 the-clock prior to clocking in. Therefore, Defendants failed to record, pay for, or otherwise  
2 compensate Plaintiffs and the putative class for the time spent performing this required work.

3 37. Defendants knew or should have known that Plaintiffs and the putative class were  
4 performing work before and after their scheduled work shifts and failed to pay Plaintiffs and the  
5 putative class for these hours.

6 38. Defendants were aware of this practice and directed, permitted, or otherwise  
7 encouraged Plaintiffs and the putative class to perform off-the-clock work.

8 39. As a result of Defendants' policies and practices, Plaintiffs and the putative class  
9 were not paid for all hours worked.

#### 10 **Missed Meal Periods**

11 40. Plaintiffs and the putative class were not provided with meal periods of at least  
12 thirty (30) minutes for each five (5) hour work period due to (1) Defendants' policy of not  
13 scheduling each meal period as part of each work shift; (2) chronically understaffing each work  
14 shift with not enough workers; (3) imposing so much work on each employee such that it made it  
15 unlikely that an employee would be able to take their breaks if they wanted to finish their work on  
16 time; and (4) no formal written meal and rest period policy that encouraged employees to take their  
17 meal and rest periods.

18 41. For instance, Plaintiffs and the putative class were informed that, given the delivery  
19 routes to which they were assigned, it was impossible to complete those routes if they took a rest or  
20 meal break, as doing so could result in untimely deliveries. Specifically, each delivery route had  
21 scheduled delivery times, and missing a scheduled time would cause delays for subsequent  
22 deliveries and cause drivers to fall behind schedule.

23 42. As a result of Defendants' policy, Plaintiffs and the putative class were regularly not  
24 provided with uninterrupted meal periods of at least thirty (30) minutes for each five (5) hours  
25 worked due to complying with Defendants' productivity requirements that required Plaintiffs and  
26 the putative class to work through their meal periods in order to complete their assignments on  
27 time.

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1 **Missed Rest Periods**

2 43. Plaintiffs and the putative class were not provided with rest periods of at least ten  
3 (10) minutes for each four (4) hour work period, or major fraction thereof, due to (1) Defendants'  
4 policy of not scheduling each rest period as part of each work shift; (2) chronically understaffing  
5 each work shift with not enough workers; (3) imposing so much work on each employee such that  
6 it made it unlikely that an employee would be able to take their breaks if they wanted to finish their  
7 work on time; and (4) no formal written meal and rest period policy that encouraged employees to  
8 take their meal and rest periods.

9 44. As a result of Defendants' policy, Plaintiffs and the putative class were regularly not  
10 provided with uninterrupted rest periods of at least ten (10) minutes for each four (4) hours worked  
11 due to complying with Defendants' productivity requirements that required Plaintiffs and the  
12 putative class to work through their rest periods in order to complete their assignments on time.

13 **Expense Reimbursement**

14 45. Plaintiffs and the putative class members were required to utilize their own personal  
15 cell phones and vehicles to perform their job duties.

16 46. Plaintiffs and the putative class members were not reimbursed for business expenses  
17 incurred in using their personal cell phones to clock in and out, access GPS applications, and  
18 communicate with dispatch and upper management on a daily basis.

19 47. Plaintiffs and the putative class members were not reimbursed for business expenses  
20 incurred in driving their personal vehicles between job sites during their shifts.

21 48. Defendants failed to reimburse Plaintiffs and the putative class for such necessary  
22 business expenses incurred by them.

23 **Wage Statements**

24 49. Plaintiffs and the putative class were not provided with accurate wage statements as  
25 mandated by law pursuant to Labor Code § 226.

26 50. Defendants failed to comply with Labor Code 0167 226(a)(1) as "gross wages  
27 earned" were not accurately reflected in that all hours worked, including overtime and "off-the-  
28 clock" work were not included.

51. Defendants failed to comply with Labor Code section 226(a)(2) as “total hours worked by the employee” were not accurately reflected in that all hours worked, including overtime and “off-the-clock” work were not included.

52. Defendants failed to comply with Labor Code section 226(a)(5) as “net wages earned” were not accurately reflected in that all hours worked, including overtime and “off-the-clock” work were not included.

53. Defendants failed to comply with Labor Code section 226(a)(9) as “all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee” were not accurately reflected in that all hours worked, including overtime and “off-the-clock” work were not included.

**FIRST CAUSE OF ACTION**

## FAILURE TO PROVIDE MEAL PERIODS

**(Lab. Code §§ 204, 223, 226.7, 512 and 1198)**

**(Plaintiffs and Meal Period Sub-Class)**

54. Plaintiffs incorporate by reference the preceding paragraphs as if fully alleged herein.

55. At all relevant times, Plaintiffs and the **Meal Period Sub-Class** members have been non-exempt employees of Defendants entitled to the full meal period protections of both the Labor Code and the applicable Industrial Welfare Commission Wage Order (“Wage Order”).

56. Labor Code § 512 and § 11 of the applicable Wage Order impose an affirmative obligation on employers to provide non-exempt employees with uninterrupted, duty-free meal periods of at least thirty minutes for each work period of five hours, and to provide them with two uninterrupted, duty-free meal periods of at least thirty minutes for each work period of ten hours.

57. Labor Code § 226.7 and § 11 of the applicable Wage Order both prohibit employers from requiring employees to work during required meal periods and require employers to pay non-exempt employees an hour of premium wages on each workday that the employee is not provided with the required meal period.

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1           58.     Compensation for missed meal periods constitutes wages within the meaning of  
2 Labor Code § 200.

3           59.     Labor Code § 1198 makes it unlawful to employ a person under conditions that  
4 violate the applicable Wage Order.

5           60.     Section 11 of the applicable Wage Order states:

6                 “No employer shall employ any person for a work period of more than five (5)  
7 hours without a meal period of not less than 30 minutes, except that when a  
work period of not more than six (6) hours will complete the day’s work the  
8 meal period may be waived by mutual consent of the employer and employee.  
Unless the employee is relieved of all duty during a 30 minute meal period, the  
9 meal period shall be considered an ‘on duty’ meal period and counted as time  
worked. An ‘on duty’ meal period shall be permitted only when the nature of  
10 the work prevents an employee from being relieved of all duty and when by  
written agreement between the parties an on-the-job paid meal period is agreed  
11 to. The written agreement shall state that the employee may, in writing, revoke  
the agreement at any time.”

12           61.     At all relevant times, Plaintiffs were not subject to a valid on-duty meal period  
13 agreement. Plaintiffs are informed and believe that, at all relevant times, **Meal Period Sub-Class**  
14 members were not subject to valid on-duty meal period agreements with Defendants.

15           62.     Plaintiffs allege that, at all relevant times during the applicable limitations period,  
16 Defendants maintained a policy or practice of not providing Plaintiffs and members of the **Meal**  
17 **Period Sub-Class** with uninterrupted, duty-free meal periods for at least thirty (30) minutes for  
18 each five (5) hour work period, as required by Labor Code § 512 and the applicable Wage Order.

19           63.     Plaintiffs allege that, at all relevant times during the applicable limitations period,  
20 Defendants maintained a policy or practice of failing to pay premium wages to **Meal Period Sub-**  
21 **Class** members when they worked five (5) hours without clocking out for any meal period.

22           64.     Moreover, Defendants’ written policies do not provide that employees must take  
23 their first meal period before the end of the fifth hour of work, that employees are entitled to a  
24 second meal period if they work a shift of over ten hours, or that the second meal period must  
25 commence before the end of the tenth hour of work, unless waived.

26           65.     At all relevant times, Defendants failed to pay Plaintiffs and the **Meal Period Sub-**  
27 **Class** members additional premium wages, and/or were not paid premium wages at the employees’  
28 regular rates of pay when required meal periods were not provided.

66. Pursuant to Labor Code §§ 204, 218.6 and 226.7, Plaintiffs, on behalf of themselves and the **Meal Period Sub-Class** members, seek to recover unpaid premium wages, interest thereon, and costs of suit.

67. Pursuant to Labor Code § 1194, Code of Civil Procedure § 1021.5, the substantial benefit doctrine, and/or the common fund doctrine, Plaintiffs, on behalf of themselves and the **Meal Period Sub-Class** members, seeks to recover reasonable attorneys' fees.

## SECOND CAUSE OF ACTION

## FAILURE TO PROVIDE REST PERIODS

**(Lab. Code §§ 204, 223, 226.7 and 1198)**

**(Plaintiffs and Rest Period Sub-Class)**

68. Plaintiffs incorporate the preceding paragraphs as if fully alleged herein.

69. At all relevant times, Plaintiffs and the **Rest Period Sub-Class** members have been non-exempt employees of Defendants entitled to the full rest period protections of both the Labor Code and the applicable Wage Order.

70. Section 12 of the applicable Wage Order imposes an affirmative obligation on employers to permit and authorize employees to take required rest periods at a rate of no less than ten minutes of net rest time for each four-hour work period, or major fraction thereof, that must be in the middle of each work period insofar as practicable.

71. Labor Code § 226.7 and § 12 of the applicable Wage Order both prohibit employers from requiring employees to work during required rest periods and require employers to pay non-exempt employees an hour of premium wages at the employees' regular rates of pay, on each workday that the employee is not provided with the required rest period(s).

72. Compensation for missed rest periods constitutes wages within the meaning of Labor Code § 200.

73. Labor Code § 1198 makes it unlawful to employ a person under conditions that violate the Wage Order.

74. Plaintiffs allege that, at all relevant times during the applicable limitations period, Defendants maintained a policy or practice of not providing members of the **Rest Period Sub-Class**

1 with net rest period of at least ten minutes for each four-hour work period, or major fraction thereof,  
2 as required by the applicable Wage Order.

3 75. At all relevant times, Defendants failed to pay Plaintiffs and the **Rest Period Sub-**  
4 **Class** members additional premium wages when required rest periods were not provided.

5 76. Specifically, Defendants' written policies do not provide that employees may take a  
6 rest period for each four hours worked, or major fraction thereof, nor that rest periods should be  
7 taken in the middle of each work period insofar as practicable.

8 77. Pursuant to Labor Code §§ 204, 218.6 and 226.7, Plaintiffs, on behalf of themselves  
9 and **Rest Period Sub-Class** members, seeks to recover unpaid premium wages, interest thereon,  
10 and costs of suit.

11 78. Pursuant to Labor Code § 1194, Code of Civil Procedure § 1021.5, the substantial  
12 benefit doctrine, and/or the common fund doctrine, Plaintiffs, on behalf of themselves and **Rest**  
13 **Period Sub-Class** members, seeks to recover reasonable attorneys' fees.

14 **THIRD CAUSE OF ACTION**

15 **FAILURE TO PAY HOURLY AND OVERTIME WAGES**

16 **(Lab. Code §§ 223, 510, 1194, 1197 and 1198)**

17 **(Plaintiffs and Hourly Employee Class)**

18 79. Plaintiffs incorporate the preceding paragraphs as if fully alleged herein.

19 80. At all relevant times, Plaintiffs and **Hourly Employee Class** members are or have  
20 been non-exempt employees of Defendants entitled to the full protections of the Labor Code and the  
21 applicable Wage Order.

22 81. Section 2 of the applicable Wage Order defines "hours worked" as "the time during  
23 which an employee is subject to the control of the employer, and includes all the time the employee  
24 is suffered or permitted to work, whether or not required to do so."

25 82. Section 4 of the applicable Wage Order requires an employer to pay non-exempt  
26 employees at least the minimum wage set forth therein for all hours worked, which consists of all  
27 hours that an employer has actual or constructive knowledge that employees are working.  
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1       83.     Labor Code § 1194 invalidates any agreement between an employer and an  
2 employee to work for less than the minimum or overtime wage required under the applicable Wage  
3 Order.

4       84.     Labor Code § 1194.2 entitles non-exempt employees to recover liquidated damages  
5 in amounts equal to the amounts of unpaid minimum wages and interest thereon in addition to the  
6 underlying unpaid minimum wages and interest thereon.

7       85.     Labor Code § 1197 makes it unlawful for an employer to pay an employee less than  
8 the minimum wage required under the applicable Wage Order for all hours worked during a payroll  
9 period.

10       86.     Labor Code § 1197.1 provides that it is unlawful for any employer or any other  
11 person acting either individually or as an officer, agent, or employee of another person to pay an  
12 employee, or cause an employee to be paid, less than the applicable minimum wage.

13       87.     Labor Code § 1198 makes it unlawful for employers to employ employees under  
14 conditions that violate the applicable Wage Order.

15       88.     Labor Code § 204 requires employers to pay non-exempt employees their earned  
16 wages for the normal work period at least twice during each calendar month on days the employer  
17 designates in advance and to pay non-exempt employees their earned wages for labor performed in  
18 excess of the normal work period by no later than the next regular payday.

19       89.     Labor Code § 223 makes it unlawful for employers to pay their employees lower  
20 wages than required by contract or statute while purporting to pay them legal wages.

21       90.     Labor Code § 510 and § 3 of the applicable Wage Order require employers to pay  
22 non-exempt employees overtime wages of no less than one and one-half times the employees'  
23 respective regular rates of pay for all hours worked in excess of eight hours in one workday, all  
24 hours worked in excess of forty hours in one workweek, and for the first eight hours worked on the  
25 seventh consecutive day of one workweek.

26       91.     Labor Code § 510 and § 3 of the applicable Wage Order also require employers to  
27 pay non-exempt employees overtime wages of no less than two times the employees' respective  
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1 regular rates of pay for all hours worked in excess of twelve hours in one workday and for all hours  
2 worked in excess of eight hours on a seventh consecutive workday during the workweek.

3 92. Plaintiffs are informed and believe that, at all relevant times, Defendants have  
4 applied centrally devised policies and practices to them and **Hourly Employee Class** members with  
5 respect to working conditions and compensation arrangements.

6 93. At all relevant times, Defendants failed to pay hourly wages to Plaintiffs and **Hourly**  
7 **Employee Class** members for all time worked, including but not limited to, overtime hours at  
8 statutory and/or agreed rates.

9 94. Section 9 of the applicable Wage Order states:

10 “When uniforms are required by the employer to be worn by the employee as a  
11 condition of employment, such uniforms shall be provided and maintained by the  
12 employer. The term ‘uniform’ includes wearing apparel and accessories of  
distinctive design or color.”

13 95. If the employer does not choose to maintain employees’ uniforms itself where it is  
14 required to do so, the Division of Labor Standards Enforcement (“DLSE”) takes the position that  
15 the employer may pay each affected employee a weekly maintenance allowance of an hour’s pay at  
16 the state minimum wage rate in lieu of maintaining the uniforms, assuming that an hour is a realistic  
17 estimate of the time involved in maintaining the uniform.

18 96. At all relevant times during the applicable limitations period, and in violation of the  
19 above-referenced sections of the Labor Code and the applicable Wage Order, Defendants failed to  
20 compensate Plaintiff with minimum and/or overtime wages for all hours she worked as a result  
21 of its failure to maintain employee uniforms or pay her a weekly maintenance allowance.

22 97. Plaintiff is informed and believes that, at all relevant times and in violation of the  
23 above-referenced sections of the Labor Code and the applicable Wage Order, Defendants failed to  
24 compensate **Hourly Employee Class** members with minimum and/or overtime wages for all hours  
25 they worked as a result of its failures to maintain employee uniforms or pay them a weekly  
26 maintenance allowance.

27 98. During the relevant time period, Defendants failed to pay Plaintiffs and **Hourly**  
28 **Employee Class** members all earned wages every pay period at the correct rates, including

overtime rates, because Defendants directed, permitted, or otherwise encouraged Plaintiffs and **Hourly Employee Class** members to perform off-the-clock work.

99. As a result of Defendants' unlawful conduct, Plaintiffs and **Hourly Employee Class** members have suffered damages in an amount subject to proof, to the extent they were not paid the full amount of wages earned during each pay period during the applicable limitations period, including overtime wages.

100. Pursuant to Labor Code §§ 204, 218.6, 223, 510, 1194 and 1194.2, Plaintiffs, on behalf of themselves and **Hourly Employee Class** members, seeks to recover unpaid straight time and overtime wages, interest thereon, and costs of suit.

101. Pursuant to Labor Code § 1194, Code of Civil Procedure § 1021.5, the substantial benefit doctrine, and/or the common fund doctrine, Plaintiffs, on behalf of themselves and **Hourly Employee Class** members, seeks to recover reasonable attorneys' fees.

#### **FOURTH CAUSE OF ACTION**

##### **FAILURE TO INDEMNIFY**

##### **(Lab. Code § 2802)**

##### **(Plaintiffs and Expense Reimbursement Class)**

102. Plaintiffs incorporates the preceding paragraphs as if fully alleged herein.

103. Labor Code section 2802(a) states:

An employer shall indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or her obedience to the directions of the employer, even though unlawful, unless the employee, at the time of obeying the directions, believed them to be unlawful.

104. At all relevant times during the applicable limitations period, Plaintiffs and the **Expense Reimbursement Class** members incurred necessary business-related expenses and costs, including but not limited to, gas and mileage, personal cell phone usage, and uniform maintenance.

105. Plaintiffs are informed and believe and thereupon allege that the reimbursement paid by Defendants was insufficient to indemnify Plaintiffs for all necessary expenses incurred in the discharge of their duties.

106. Pursuant to Labor Code § 452, an employer is authorized to prescribe the weight,

1 color, quality, texture, style, form, and make of uniforms required to be worn by their employees.

2 107. Section 9 of the applicable Wage Order states:

3 When uniforms are required by the employer to be worn by the employee as a  
4 condition of employment, such uniforms shall be provided and maintained by the  
5 employer. The term 'uniform' includes wearing apparel and  
accessories of distinctive design or color.

6 108. Plaintiffs are informed and believe and thereupon allege that the reimbursement paid  
7 by Defendants was insufficient to indemnify **Expense Reimbursement Class** members for all  
8 necessary business expenses incurred in the discharge of their duties.

9 109. At all relevant times during the applicable limitations period, Defendants required  
10 Plaintiffs and the **Expense Reimbursement Class** members to pay for expenses and/or losses  
11 caused by Defendants' want of ordinary care. Defendants failed to indemnify Plaintiffs and  
12 **Expense Reimbursement Class** members for all such expenditures.

13 110. At all relevant times during the applicable limitations period, Defendants required  
14 Plaintiffs and **Expense Reimbursement Class** members to purchase and maintain uniforms and  
15 apparel unique to Defendants at Plaintiffs' and **Expense Reimbursement Class** members' expense.  
16 Defendants failed to indemnify Plaintiffs and **Expense Reimbursement Class** members for all such  
17 expenditures.

18 111. Plaintiffs are informed and believe that, during the applicable limitations period,  
19 Defendants maintained a policy or practice of not reimbursing Plaintiffs and **Expense**  
20 **Reimbursement Class** members for all necessary business expenses.

21 112. Accordingly, Plaintiffs and **Expense Reimbursement Class** members are entitled to  
22 restitution for all unpaid amounts due and owing within four years of the date of the filing of the  
23 original Complaint and until the date of entry of judgment.

24 113. Plaintiffs, on behalf of themselves , and **Expense Reimbursement Class** members,  
25 seek interest thereon and costs pursuant to Labor Code § 218.6 and reasonable attorneys' fees  
26 pursuant to Code of Civil Procedure § 1021.5.

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1 **FIFTH CAUSE OF ACTION**

2 **FAILURE TO PROVIDE ACCURATE WRITTEN WAGE STATEMENTS**

3 **(Lab. Code § 226)**

4 **(Plaintiffs and Wage Statement Penalties Sub-Class)**

5 114. Plaintiffs incorporates the preceding paragraphs as if fully alleged herein.

6 115. Labor Code § 226(a) states:

7 An employer, semimonthly or at the time of each payment of wages, shall furnish to  
8 his or her employee, either as a detachable part of the check, draft, or voucher paying  
9 the employee's wages, or separately if wages are paid by personal check or cash, an  
10 accurate itemized statement in writing showing (1) gross wages earned, (2) total hours  
11 worked by the employee, except as provided in subdivision (j), (3) the number of  
12 piece-rate units earned and any applicable piece rate if the employee is paid on a piece-  
13 rate basis, (4) all deductions, provided that all deductions made on written orders of  
14 the employee may be aggregated and shown as one item, (5) net wages earned, (6) the  
15 inclusive dates of the period for which the employee is paid, (7) the name of the  
16 employee and only the last four digits of his or her social security number or an  
17 employee identification number other than a social security number, (8) the name and  
18 address of the legal entity that is the employer and, if the employer is a farm labor  
19 contractor, as defined in subdivision (b) of Section 1682, the name and address of the  
20 legal entity that secured the services of the employer, and (9) all applicable hourly  
21 rates in effect during the pay period and the corresponding number of hours worked  
22 at each hourly rate by the employee and, beginning July 1, 2013, if the employer is a  
23 temporary services employer as defined in Section 201.3, the rate of pay and the total  
24 hours worked for each temporary services assignment. The deductions made from  
25 payment of wages shall be recorded in ink or other indelible form, properly dated,  
26 showing the month, day, and year, and a copy of the statement and the record of the  
27 deductions shall be kept on file by the employer for at least three years at the place of  
28 employment or at a central location within the State of California. For purposes of  
this subdivision, 'copy' includes a duplicate of the itemized statement provided to an  
employee or a computer-generated record that accurately shows all of the information  
required by this subdivision.

20 116. The Division of Labor Standards Enforcement ("DLSE") has sought to harmonize  
21 the "detachable part of the check" provision and the "accurate itemized statement in writing"  
22 provision of Labor Code section 226(a) by allowing for electronic wage statements so long as each  
23 employee retains the right to elect to receive a written paper stub or record and that those who are  
24 provided with electronic wage statements retain the ability to easily access the information and  
25 convert the electronic statements into hard copies at no expense to the employee. (DLSE Opinion  
26 Letter July 6, 2006.)

27 117. Plaintiffs are informed and believe that, at all relevant times during the applicable  
28 limitations period, Defendants have failed to provide **Wage Statement Penalties Sub-Class**

1 members with written wage statements as described above.

2 118. Plaintiffs are informed and believe that Defendants' failure to provide them and  
3 **Wage Statement Penalties Sub-Class** members with accurate written wage statements were  
4 intentional in that Defendants had the ability to provide them with accurate wage statements but had  
5 intentionally provided them with written wage statements that Defendants knew do not comply with  
6 Labor Code § 226(a).

7 119. Plaintiffs and **Wage Statement Penalties Sub-Class** members have suffered  
8 injuries, in that Defendants have violated Plaintiffs' and **Wage Statement Penalties Sub-Class**  
9 members' legal rights to receive accurate wage statements and have misled them about their actual  
10 rates of pay and wages earned. In addition, inaccurate information on their wage statements have  
11 prevented immediate challenges to Defendants' unlawful pay practices, has required discovery and  
12 mathematical computations to determine the amount of wages owed, has caused difficulty and  
13 expense in attempting to reconstruct time and pay records, and/or has led to the submission of  
14 inaccurate information about wages and deductions to federal and state government agencies.

15 120. Pursuant to Labor Code § 226(e), Plaintiffs, on behalf of themselves and **Wage**  
16 **Statement Penalties Sub-Class** members, seeks the greater of actual damages or fifty dollars  
17 (\$50.00) for the initial pay period in which a violation of Labor Code section 226(a) occurred and  
18 one hundred dollars (\$100.00) for each subsequent pay period in which a violation of Labor Code §  
19 226(a) occurred, not to exceed an aggregate penalty of four thousand dollars (\$4,000.00) per class  
20 member.

21 121. Pursuant to Code of Civil Procedure § 1021.5, the substantial benefit doctrine and/or  
22 the common fund doctrine, Plaintiffs, on behalf of themselves and **Wage Statement Penalties Sub-**  
23 **Class** members, seek awards of reasonable attorneys' fees and costs.

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**SIXTH CAUSE OF ACTION**  
**FAILURE TO TIMELY PAY ALL FINAL WAGES**  
**(Lab. Code §§ 201–203)**  
**(Plaintiffs and Waiting Time Penalties Sub-Class)**

122. Plaintiffs incorporate the preceding paragraphs as if fully alleged herein.

123. At all relevant times, Plaintiffs and **Waiting Time Penalties Sub-Class** members have been entitled, upon the end of their employment with Defendants, to timely payment of all wages earned and unpaid before termination or resignation.

124. At all relevant times, pursuant to Labor Code § 201, employees who have been discharged have been entitled to payment of all final wages immediately upon termination.

125. At all relevant times, pursuant to Labor Code § 202, employees who have resigned after giving at least seventy-two (72) hours' notice of resignation have been entitled to payment of all final wages at the time of resignation.

126. At all relevant times, pursuant to Labor Code § 202, employees who have resigned after giving less than seventy-two (72) hours' notice of resignation have been entitled to payment of all final wages within seventy-two (72) hours' of giving notice of resignation.

127. During the applicable limitations period, Defendants failed to pay Plaintiffs all of their final wages in accordance with the Labor Code by failing to timely pay them all of their final wages.

128. Plaintiffs are informed and believe that, at all relevant times during the applicable limitations period, Defendants have failed to timely pay **Waiting Time Penalties Sub-Class** members all of their final wages in accordance with the Labor Code.

129. Plaintiffs are informed and believe that, at all relevant times during the applicable limitations period, Defendants have maintained a policy or practice of paying **Waiting Time Penalties Sub-Class** members their final wages without regard to the requirements of Labor Code §§ 201 or 202 by failing to timely pay them all final wages.

130. Plaintiffs are informed and believe and thereupon alleges that Defendants' failure to timely pay all final wages to them and **Waiting Time Penalties Sub-Class** members have been

1 willful in that Defendants have the ability to pay final wages in accordance with Labor Code §§ 201  
2 and/or 202 but have intentionally adopted policies or practices that are incompatible with those  
3 requirements.

4 131. Pursuant to Labor Code §§ 203 and 218.6, Plaintiffs, on behalf of themselves and  
5 **Waiting Time Penalties Sub-Class** members, seeks waiting time penalties from the respective  
6 dates that their final wages had first become due until paid, up to a maximum of thirty days, and  
7 interest thereon.

8 132. Pursuant to Labor Code § 226, Code of Civil Procedure § 1021.5, the substantial  
9 benefit doctrine and/or the common fund doctrine, Plaintiffs, on behalf of themselves and **Waiting**  
10 **Time Penalties Sub-Class** members, seek awards of reasonable attorneys' fees and costs.

#### 11 **SEVENTH CAUSE OF ACTION**

#### 12 **UNFAIR COMPETITION**

13 **(Bus. & Prof. Code §§ 17200 *et seq.*)**

14 **(Plaintiffs and UCL Class)**

15 133. Plaintiffs incorporate the preceding paragraphs as if fully alleged herein.

16 134. Business and Professions Code § 17200 defines “unfair competition” to include any  
17 unlawful business practice.

18 135. Business and Professions Code §§ 17203–17204 allow a person who has lost money  
19 or property as a result of unfair competition to bring a class action in accordance with Code of Civil  
20 Procedure § 382 to recover money or property that may have been acquired from similarly situated  
21 persons by means of unfair competition.

22 136. California law requires employers to pay hourly, non-exempt employees for all hours  
23 they are permitted or suffered to work, including hours that the employer knows or reasonably  
24 should know that employees have worked.

25 137. Plaintiffs, on behalf of themselves and the **UCL Class** members, re-alleges and  
26 incorporates the FIRST, SECOND, THIRD, FOURTH, FIFTH, and SIXTH causes of action herein.

27 138. Plaintiffs lost money and/or property as a result of the aforementioned unfair  
28 competition.

1           139. Defendants have or may have acquired money by means of unfair competition.

2           140. Plaintiffs are informed and believe and thereupon alleges that, by committing the  
3 Labor Code violations described in this Complaint, Defendants violated Labor Code §§ 215, 216,  
4 225, 226.6, 354, 408, 553, 1175, 1199 and 2802. Defendants thus committed misdemeanors by  
5 violating the Labor Code as alleged herein.

6           141. Defendants have committed criminal conduct through their policies and practices of,  
7 *inter alia*, failing to comport with their affirmative obligations as an employer to: provide non-  
8 exempt employees with uninterrupted, duty-free meal periods of at least thirty minutes for each  
9 work period of five or more hours; provide non-exempt employees with rest periods of at least ten  
10 minutes for each four-hour work period; pay non-exempt employees for all hours worked;  
11 reimburse them for all necessary business-related expenses; provide accurate written wage  
12 statements; and timely pay all final wages.

13           142. At all relevant times, Plaintiffs and **UCL Class** members have been non-exempt  
14 employees and entitled to the full protections of both the Labor Code and the applicable Wage  
15 Order.

16           143. Defendants' unlawful conduct as alleged in this Complaint amounts to and  
17 constitutes unfair competition within the meaning of Business and Professions Code section 17200  
18 *et sequitur*. Business and Professions Code §§ 17200 *et sequitur* protect against unfair competition  
19 and allow a person who has suffered an injury-in-fact and has lost money or property as a result of  
20 an unfair, unlawful, or fraudulent business practice to seek restitution on behalf of themselves and  
21 on behalf of similarly situated persons in a class-action proceeding.

22           144. As a result of Defendants' violations of the Labor Code during the applicable  
23 limitations period, Plaintiffs have suffered an injury-in-fact and has lost money or property in the  
24 form of earned wages. Specifically, Plaintiffs have lost money or property as a result of  
25 Defendants' conduct.

26           145. Plaintiffs are informed and believe that other similarly situated persons have been  
27 subject to the same unlawful policies or practices of Defendants.

28           146. Due to the unfair and unlawful business practices in violation of the Labor Code,

1 Defendants have gained a competitive advantage over other comparable companies doing business  
2 in the State of California that comply with their legal obligations.

3 147. California's Unfair Competition Law ("UCL") permits civil recovery and injunctive  
4 relief for "any unlawful, unfair or fraudulent business act or practice," including a practice or act  
5 that violates, or is considered unlawful under, any other state or federal law.

6 148. Accordingly, pursuant to Business & Professions Code §§ 17200 and 17203,  
7 Plaintiffs requests the issuance of temporary, preliminary, and permanent injunctive relief  
8 enjoining Defendants, and each of them, and their agents and employees, from further violations of  
9 the Labor Code and applicable Industrial Welfare Commission Wage Orders, and upon a final  
10 hearing, an order permanently enjoining Defendants, and each of them, and their respective agents  
11 and employees, from further violations of the Labor Code and applicable Industrial Welfare  
12 Commission Wage Orders.

13 149. Pursuant to Business and Professions Code § 17203, Plaintiffs, on behalf of  
14 themselves and **UCL Class** members, seeks declaratory relief and restitution of all monies  
15 rightfully belonging to them that Defendants did not pay them or otherwise retained by means of its  
16 unlawful and unfair business practices.

17 150. Pursuant to Code of Civil Procedure § 1021.5, the substantial benefit doctrine and/or  
18 the common fund doctrine, Plaintiffs and **UCL Class** members are entitled to recover reasonable  
19 attorneys' fees in connection with their unfair competition claims.

## 20 **EIGHTH CAUSE OF ACTION**

### 21 **CIVIL PENALTIES**

#### 22 **(Lab. Code §§ 2698 *et seq.*)**

23 151. Plaintiffs incorporate the preceding paragraphs as if fully alleged herein.

24 152. During the applicable limitations period, Defendants have violated Labor Code §§  
25 201, 202, 203, 204, 223, 226(a), 226.7, 510, 512, 1194, 1197, 1198, and 2802.

26 153. Labor Code §§ 2699(a) and (g) authorize an aggrieved employee, on behalf of  
27 themselves and other current and former employees, to bring a representative civil action to recover  
28 civil penalties pursuant to the procedures set forth in Labor Code § 2699.3 that may, but need not,

1 be brought or maintained as a class action pursuant to Code of Civil Procedure section 382.

2 154. Plaintiffs, former employees against whom Defendants committed one or more of  
3 the alleged Labor Code violations during the applicable limitations period, are aggrieved employees  
4 within the meaning of Labor Code § 2699(c).

5 155. Plaintiffs have complied with the procedures for bringing suit specified in Labor  
6 Code § 2699.3. Notice was provided to the California Labor & Workforce Development Agency  
7 (“LWDA”) and 65 days have elapsed without the LWDA providing Plaintiffs with any notice of an  
8 intent to investigate.

9 156. Pursuant to Labor Code sections 2699(a) and (f), Plaintiffs seeks the following civil  
10 penalties for Defendants’ violations of Labor Code §§ 201, 202, 203, 204, 223, 226(a), 226.7, 510,  
11 512, 1194, 1197, 1198 and 2802:

12 i. For violations of Labor Code §§ 201, 202, 203, 212, 226.7, 1194, 1198 and  
13 2802, one hundred dollars (\$100) for each employee per pay period for each  
14 initial violation and two hundred dollars (\$200) for each employee per pay  
15 period for each subsequent violation (penalties set by Labor Code §  
16 2699(f)(2));

17 ii. For violations of Labor Code § 203, a penalty in an amount not exceeding  
18 thirty (30) days’ pay as waiting time (penalties set by Labor Code § 256);

19 iii. For violations of Labor Code § 204, one hundred dollars (\$100) for each  
20 employee for each initial violation that was neither willful nor intentional,  
21 two hundred dollars (\$200) for each employee, plus 25% of the amount  
22 unlawfully withheld from each employee, for each initial violation that was  
23 either willful or intentional, and two hundred dollars (\$200) for each  
24 employee, plus twenty-five percent (25%) of the amount unlawfully withheld  
25 from each employee, for each subsequent violation, regardless of whether the  
26 subsequent violation was either willful or intentional (penalties set by Labor  
27 Code § 210);

28 iv. For violations of Labor Code § 223, one hundred dollars (\$100) for each

1 employee for each initial violation that was neither willful nor intentional,  
2 two hundred dollars (\$200) for each employee, plus twenty-five percent  
3 (25%) of the amount unlawfully withheld from each employee, for each  
4 initial violation that was either willful or intentional, and two hundred dollars  
5 (\$200) for each employee, plus twenty-five percent (25%) of the amount  
6 unlawfully withheld from each employee, for each subsequent violation,  
7 regardless of whether the subsequent violation was either willful or  
8 intentional (penalties set by Labor Code § 225.5);

9 v. For violations of Labor Code § 226(a), if this action is deemed to be an initial  
10 citation, two hundred and fifty dollars (\$250) for each employee for each  
11 violation. Alternatively, if an initial citation or its equivalent occurred before  
12 the filing of this action, one thousand dollars (\$1,000) for each employee for  
13 each violation (penalties set by Labor Code § 226.3);

14 vi. For violation of Labor Code §§ 510 and 512, fifty dollars (\$50) for each  
15 employee for each initial pay period for which the employee was underpaid,  
16 and one hundred dollars (\$100) for each employee for each subsequent pay  
17 period for which the employee was underpaid (penalties set by Labor Code §  
18 558);

19 vii. For violations of Labor Code § 1197, one hundred dollars (\$100) for each  
20 aggrieved employee for each initial violation of Labor Code § 1197 that was  
21 intentional and two hundred and fifty dollars (\$250) for each aggrieved  
22 employee per pay period for each subsequent violation of Labor Code §  
23 1197, regardless of whether the initial violation was intentional (penalties set  
24 by Labor Code § 1197.1);

25 viii. Pursuant to Labor Code § 2699(g), Plaintiffs seeks an award of reasonable  
26 attorneys' fees and costs in connection with Plaintiffs' claims for civil  
27 penalties.

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Dated: February 3, 2026

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