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By /s/ Una Finau
Deputy Clerk

7 Attorneys for Plaintiff FREDDY ESPINOZA

8 SUPERIOR COURT OF THE STATE OF CALIFORNIA

9 FOR THE COUNTY OF SAN MATEO

10 UNLIMITED JURISDICTION

11 FREDDY ESPINOZA, on behalf of himself
and all others similarly situated.

12 *Plaintiff,*

13 v.

14 CEVA LOGISTICS U.S., INC., a Delaware
15 corporation; CEVA FREIGHT, LLC, a
Delaware corporation; CEVA FREIGHT
16 MANAGEMENT INTERNATIONAL
GROUP, INC., a Delaware corporation; and
17 DOES 1 through 50, inclusive,

18 *Defendants.*

Case No. 24-CIV-00257

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.*);

JURY TRIAL DEMANDED

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1 Plaintiff FREDDY ESPINOZA (“Plaintiff”), on behalf of himself and all others similarly
2 situated, complains and alleges as follows:

3 **INTRODUCTION**

4 1. Plaintiff brings this representative action against defendants CEVA LOGISTICS
5 U.S., INC., a Delaware corporation; CEVA FREIGHT, LLC, a Delaware corporation, CEVA
6 FREIGHT MANAGEMENT INTERNATIONAL GROUP, INC., a Delaware corporation and
7 DOES 1 through 50, inclusive, (collectively referred to as “Defendants”) for alleged violations of
8 the Labor Code. As set forth below, Plaintiff alleges that Defendants have

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

23 Based on these alleged violations, Plaintiff now brings this representative action to recover unpaid
24 wages, restitution, civil and statutory penalties, and related relief on behalf of himself and all others
25 similarly situated

26 **JURISDICTION AND VENUE**

27 2. This Court has subject matter jurisdiction to hear this case because the unpaid wages,
28 actual damages, liquidated damages, restitution, and penalties sought by Plaintiff from Defendants

1 exceeds the minimal jurisdictional limits of the Superior Court of the State of California.

2 3. Venue is proper in SAN MATEO pursuant to Code of Civil Procedure sections
3 395(a) and 395.5 in that liability arose there, because at least some of the transactions that are the
4 subject matter of this Complaint occurred therein and/or each defendant is found, maintains offices,
5 transacts business, and/or has an agent therein.

6 **PARTIES**

7 4. Plaintiff is and was, and at all relevant times mentioned herein, an individual
8 residing in the State of California.

9 5. Plaintiff is informed and believes, and thereupon alleges, that Defendant CEVA
10 LOGISTICS U.S., INC. is, and at all relevant times mentioned herein, a Delaware Corporation
11 doing business in the State of California.

12 6. Plaintiff is informed and believes, and thereupon alleges, that Defendant CEVA
13 FREIGHT, LLC is, and at all relevant times mentioned herein, a Delaware Corporation doing
14 business in the State of California.

15 7. Plaintiff is informed and believes, and thereupon alleges, that Defendant CEVA
16 FREIGHT MANAGEMENT INTERNATIONAL GROUP, INC. is, and at all relevant times
17 mentioned herein, a Delaware Corporation doing business in the State of California.

18 8. Plaintiff is ignorant of the true names and capacities of the defendants sued herein as
19 DOES 1 through 50, inclusive, and therefore sues these defendants by such fictitious names.
20 Plaintiff will amend this Complaint to allege the true names and capacities of the DOE defendants
21 when ascertained. Plaintiff is informed and believes, and thereupon alleges, that each of the
22 fictitiously named defendants are responsible in some manner for the occurrences, acts and
23 omissions alleged herein and that Plaintiff's alleged damages were proximately caused by these
24 defendants, and each of them. Plaintiff will amend this complaint to allege both the true names and
25 capacities of the DOE defendants when ascertained.

26 9. Plaintiff is informed and believes, and thereupon alleges that, at all relevant times
27 mentioned herein, some or all of the defendants were the representatives, agents, employees,
28 partners, directors, associates, joint venturers, joint employers, principals, or co-participants of some

1 or all of the other defendants, and, in doing the things alleged herein, were acting within the course
2 and scope of such relationship and with the full knowledge, consent, and ratification by such other
3 defendants.

4 **CLASS ALLEGATIONS**

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

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

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

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

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

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

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

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

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

Regular Rate Class: All of Defendants' hourly, non-exempt employees who were not
paid overtime wages for all overtime hours worked and/or premiums for meal and/or
rest break violations as a result of not correctly calculating their regular rate of pay to
include all applicable remuneration, including, but not limited to, shift differentials,
shift premiums, and/or non-discretionary bonuses.

Paycheck Class: All employees employed by Defendants in California who have been

1 paid with a physical check drawn on an account from outside of California during the
2 **Relevant Time Period.**

3 12. **Reservation of Rights:** Pursuant to Rule of Court 3.765(b), Plaintiff reserves the
4 right to amend or modify the class definitions with greater specificity by further division into sub-
5 classes and/or by limitation to particular issues.

6 13. **Numerosity:** The class members are so numerous that the individual joinder of each
7 individual class member is impractical. While Plaintiff does not currently know the exact number of
8 class members, Plaintiff is informed and believes, and thereupon alleges, that the actual number
9 exceeds the minimum required for numerosity under California law.

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

- 13 i. Whether Defendants maintained a policy or practice of failing to provide employees
14 with their meal periods;
- 15 ii. Whether Defendants maintained a policy or practice of failing to provide employees
16 with their rest periods;
- 17 iii. Whether Defendants failed to pay premium wages to class members when they have
18 not been provided with required meal and/or rest periods;
- 19 iv. Whether Defendants failed to pay minimum and/or overtime wages to class members
20 as a result of policies that fail to provide meal periods in accordance with California
21 law;
- 22 v. Whether Defendants failed to pay minimum and/or overtime wages to class members
23 for all time worked;
- 24 vi. Whether Defendants used payroll formulas that systematically fail to account for
25 non-discretionary bonuses and/or other applicable remuneration when calculating
26 regular rates of pay for class members;
- 27 vii. Whether Defendants failed to pay overtime wages to class members as a result of
28 incorrectly calculating their regular rates of pay;

- 1 viii. Whether Defendants failed to pay premium wages to class members based on their
2 respective “regular rates of compensation” by not including commissions and/or
3 other applicable remuneration in calculating the rates at which those wages are paid;
- 4 ix. Whether Defendants failed to provide proportionate accruals for vested vacation time
5 for class members as required by California law;
- 6 x. Whether Defendants failed to reimburse class members for all necessary business
7 expenses incurred during the discharge of their duties;
- 8 xi. Whether Defendants failed to provide class members with accurate written wage
9 statements as a result of providing them with written wage statements with
10 inaccurate entries for, among other things, amounts of gross and net wages, and total
11 hours worked;
- 12 xii. Whether Defendants applied policies or practices that result in late and/or incomplete
13 final wage payments;
- 14 xiii. Whether Defendants are liable to class members for waiting time penalties under
15 Labor Code section 203;
- 16 xiv. Whether class members are entitled to restitution of money or property that
17 Defendants may have acquired from them through unfair competition;

18 15. **Typicality:** Plaintiff’s claims are typical of the other class members’ claims. Plaintiff
19 is informed and believes, and thereupon alleges, that Defendants have a policy or practice of failing
20 to comply with the Labor Code and Business and Professions Code as alleged in this Complaint.

21 16. **Adequacy of Class Representative:** Plaintiff is an adequate class representative in
22 that he has no interests that are adverse to or otherwise conflict with the interests of absent class
23 members and is dedicated to vigorously prosecuting this action on their behalf. Plaintiff will fairly
24 and adequately represent and protect the interests of the other class members.

25 17. **Adequacy of Class Counsel:** Plaintiff’s counsel are adequate class counsel in that
26 they have no known conflicts of interest with Plaintiff or absent class members, are experienced in
27 wage and hour class action litigation, and are dedicated to vigorously prosecuting this action on
28 behalf of Plaintiff and absent class members.

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

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

12 19. Plaintiff worked for Defendants as an hourly, non-exempt employee from
13 approximately October 2019 through April 22, 2022.

14 **Clock In Process**

15 20. Plaintiff and the putative class were trained to clock in for each work shift using the
16 single time clock located near the entrance of the premises.

17 21. On various occasions, the time clock would not be operational. As a result, Plaintiff
18 and the putative class were required to walk to the next nearest time clock. Plaintiff and the putative
19 class would walk five to ten minutes to arrive at the next nearest time clock. This time was not
20 properly recorded as time worked and resulted in Plaintiff and the putative class not being paid for
21 all hours worked by Defendants.

22 **Missed Meal Periods**

23 22. Plaintiff and the putative class were not provided with meal periods of at least thirty
24 (30) minutes for each five (5) hour work period due to (1) Defendants' policy of not scheduling
25 each meal period as part of each work shift; (2) chronically understaffing each work shift with not
26 enough workers; and (3) imposing so much work on each employee such that it made it unlikely
27 that an employee would be able to take their breaks if they wanted to finish their work on time;

28 23. Plaintiff and the putative class were required to complete or attend to all incoming

1 tasks. Specifically, Plaintiff was required to facilitate incoming and outgoing freight. If Plaintiff
2 and the putative class did not complete or attend to the incoming or outgoing freight as they were
3 arriving or leaving, they would be reprimanded. To avoid such reprimands, Plaintiff and the
4 putative class often worked through their meal periods to ensure all freight was attended to,
5 resulting in late or missed meal periods.

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

11 **Missed Meal Periods and Auto-Deduct**

12 25. During their employment with Defendants, Plaintiff and the putative class regularly
13 worked shifts of eight to twelve hours per day, without being afforded a meal break during the first
14 five hours, and/or a second meal break after ten hours, as required by California law. Defendants
15 had a policy of automatically deducting thirty minutes from Plaintiff's and the putative class's
16 paychecks, regardless of whether Plaintiff and the putative class received a meal period or not.

17 26. When Plaintiff and the putative class were not able to take their meal period within
18 the fifth hour of work because if Plaintiff and the putative class did not complete or attend to the
19 incoming or outgoing freight as they were arriving or leaving, they would be reprimanded. When
20 Plaintiff and the putative class did not take their meal period before the fifth hour of work,
21 supervisors or managers would inform Plaintiff and the putative class that they had entered a
22 thirty-minute meal period which Plaintiff and the putative class had not in fact taken. Thereafter,
23 Plaintiff and the putative class would take a late meal period on the clock to compensate for the
meal period their manager or supervisor had entered.

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

Shortened Meal Periods and Off the Clock

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2 28. Plaintiff alleges that, at all relevant times during the applicable limitations period,
3 Defendants maintained a policy or practice of requiring Plaintiff to be available over the phone
4 during their meal periods. Managers, supervisors, peers, and clients/vendors would regularly
5 contact Plaintiff and the putative class during their meal period. Managers and supervisors would
6 regularly call plaintiff and the putative class to either assign tasks or inquire as to the status of
7 pending tasks. Specifically, managers and supervisors would call to ask about the status of various
8 freight assignments or assign new assignments. Peers would often call Plaintiff and the putative
9 class when they needed help because they were understaffed and required more help.

10 29. Accordingly, Plaintiff and the putative class were provided with shortened meal
11 periods due to the time spent working.

12 30. Plaintiff alleges that, at relevant times during the applicable limitations period,
13 Defendants maintained a policy or practice of disciplining Plaintiff and members of the putative
14 class, up to and including termination, if they were not available by phone to ensure all assigned
15 tasks and freights were attended to as they were received.

16 31. Plaintiff alleges that, at relevant times during the applicable limitations period, due
17 to Defendants' above-mentioned policy or practice, Plaintiff and the putative class did not receive
18 their full thirty (30) minute uninterrupted meal periods that they were entitled to under California
19 law.

Missed Rest Periods

20
21 32. Plaintiff and the putative class were not provided with rest periods of at least ten
22 (10) minutes for each four (4) hour work period, or major fraction thereof, due to (1) Defendants'
23 policy of not scheduling each rest period as part of each work shift; (2) chronically understaffing
24 each work shift with not enough workers; (3) imposing so much work on each employee such that
25 it made it unlikely that an employee would be able to take their breaks if they wanted to finish their
26 work on time; and (4) no formal written meal and rest period policy that encouraged employees to
27 take their meal and rest periods.

28 33. Plaintiff and the putative class frequently missed rest periods in order to complete

1 all of their work. Plaintiff and the putative class often had so much work imposed on them that
2 they could not take a rest period. If Plaintiff and the putative class did not complete all of their
3 assigned work or attended to all incoming freight orders or requests, they would be reprimanded up
4 to and including termination. In order to avoid reprimand, Plaintiff and the putative class would
5 work through their rest break.

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

10 **Off-the-clock Work**

11 35. Plaintiff and the putative class were not paid all wages earned as Defendants
12 directed, permitted, or otherwise encouraged Plaintiff and the putative class to perform off-the-
13 clock work.

14 36. Plaintiff and the putative class regularly continued to work after their scheduled
15 work hours and were not paid for this time. Often, Plaintiff and the putative class would not be able
16 to complete all assigned tasks for the day or newly assigned tasks would arrive near or after Plaintiff
17 and the putative class were scheduled to end their shift. Specifically, Plaintiff and the putative class
18 would need to respond to incoming freight requests, complete receipt or shipment of freight, and
19 other tasks.

20 37. If Plaintiff and the putative class were not allowed to work past their eighth hour of
21 work per day. If Plaintiff and the putative class did not complete all of their assigned work or
22 attended to all incoming freight orders or requests, they would be reprimanded up to and including
23 termination. In order to avoid reprimand, Plaintiff and the putative class would clock out and
24 continue to work off the clock to complete all tasks.

25 38. Managers and/or supervisors were aware that Plaintiff and the putative class
26 continued to work off of the clock.

27 39. As a result of performing off-the-clock work that was directed, permitted, or
28 otherwise encouraged by Defendants, Plaintiff and the putative class should have been paid for this

1 time. Instead, Defendants only paid Plaintiff and the putative class based on the time they were
2 clocked in for their shifts and did not pay Plaintiff and the putative class for any of the time spent
3 working off-the-clock.

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

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

9 42. As a result of Defendants' policies and practices, Plaintiff and the putative class were
10 not paid for all hours worked.

11 **Vacation Pay**

12 43. Plaintiff and the putative class accrued vacation wages during their employment with
13 Defendants.

14 44. Vacation wages are considered a form of wages under Labor Code § 200. Vested
15 vacation pay and other similar forms of paid time off earned based on labor performed are
16 considered wages that cannot be subject to forfeiture without compensation for forfeited days at the
17 applicable rates required by law.

18 45. At all relevant times, Defendants maintained policies that provide for the unlawful
19 forfeiture of vested vacation pay in violation of Labor Code § 227.3 and *Suastez v. Plastic Dress-*
20 *Up Co.*, (1982) 31 Cal. 3d 774.

21 46. Plaintiff and the putative class are entitled to vacation accrued during their
22 employment with Defendants. Upon termination, Plaintiff and the putative class were not paid all
23 accrued vacation pay.

24 **Regular Rate of Pay**

25 47. The regular rate of pay under California law includes all remuneration for
26 employment paid, on behalf of the employer, to the employee. This requirement includes, but is
27 not limited, to, commissions and non-discretionary bonuses.

28 48. During the applicable limitations period, Defendants violated the rights of Plaintiff

1 and the putative class under the above-referenced Labor Code sections by failing to pay them
2 overtime wages for all overtime hours worked in violation of Labor Code §§ 510, 1194, and 1198
3 as a result of not correctly calculating their regular rate of pay to include all applicable
4 remuneration, including, but not limited to, non-discretionary bonuses and/or shift-differential pay.

5 **Expense Reimbursement**

6 49. Plaintiff and the putative class members were required to utilize their own personal
7 cellphones to perform their job duties. Managers, supervisors, peers, and third-party vendors or
8 clients would call Plaintiff and the putative class on their personal cellphone to communicate about
9 tasks or assignments.

10 50. Plaintiff and the putative class members were not reimbursed for business expenses
11 incurred in their cellphones or service for their cellphones.

12 51. Defendants failed to reimburse Plaintiff and the putative class for such necessary
13 business expenses incurred by them.

14 **Wage Statements**

15 52. Plaintiff and the putative class were not provided with accurate wage statements as
16 mandated by law pursuant to Labor Code § 226.

17 53. Defendants failed to comply with Labor Code 0167 226(a)(1) as “gross wages
18 earned” were not accurately reflected in that all hours worked, including overtime and “off-the-
19 clock” work were not included.

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

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

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

1 overtime and “off-the-clock” work were not included.

2 **FIRST CAUSE OF ACTION**

3 **FAILURE TO PROVIDE MEAL PERIODS**

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

5 **(Plaintiff and Meal Period Sub-Class)**

6 57. Plaintiff incorporates by reference the preceding paragraphs as if fully alleged
7 herein.

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

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

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

19 61. Compensation for missed meal periods constitutes wages within the meaning of
20 Labor Code § 200.

21 62. Labor Code § 1198 makes it unlawful to employ a person under conditions that
22 violate the applicable Wage Order.

23 63. Section 11 of the applicable Wage Order states:

24 “No employer shall employ any person for a work period of more than five (5)
25 hours without a meal period of not less than 30 minutes, except that when a
26 work period of not more than six (6) hours will complete the day’s work the
27 meal period may be waived by mutual consent of the employer and employee.
28 Unless the employee is relieved of all duty during a 30 minute meal period, the
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
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

1 to. The written agreement shall state that the employee may, in writing, revoke
2 the agreement at any time.”

3 64. At all relevant times, Plaintiff was not subject to a valid on-duty meal period
4 agreement. Plaintiff is informed and believes that, at all relevant times, **Meal Period Sub-Class**
5 members were not subject to valid on-duty meal period agreements with Defendants.

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

10 66. Plaintiff alleges that, at all relevant times during the applicable limitations period,
11 Defendants maintained a policy or practice of failing to pay premium wages to **Meal Period Sub-**
12 **Class** members when they worked five (5) hours without clocking out for any meal period.

13 67. Plaintiff alleges that, at all relevant times during the applicable limitations period,
14 Defendants maintained a policy or practice of automatically deducting one-half hour for a meal
15 period from the paychecks of **Meal Period Sub-Class** members on each day they worked,
16 regardless of whether or not they were able to take an uninterrupted, duty-free meal period.

17 68. At all relevant times, Defendants failed to pay Plaintiff and the **Meal Period Sub-**
18 **Class** members additional premium wages, and/or were not paid premium wages at the employees’
19 regular rates of pay when required meal periods were not provided.

20 69. Pursuant to Labor Code §§ 204, 218.6 and 226.7, Plaintiff, on behalf of himself and
21 the **Meal Period Sub-Class** members, seek to recover unpaid premium wages, interest thereon, and
22 costs of suit.

23 70. Pursuant to Labor Code § 1194, Code of Civil Procedure § 1021.5, the substantial
24 benefit doctrine, and/or the common fund doctrine, Plaintiff, on behalf of himself and the **Meal**
25 **Period Sub-Class** members, seeks to recover reasonable attorneys’ fees.

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SECOND CAUSE OF ACTION

FAILURE TO PROVIDE REST PERIODS

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

(Plaintiff and Rest Period Sub-Class)

71. Plaintiff incorporates the preceding paragraphs as if fully alleged herein.

72. At all relevant times, Plaintiff 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.

73. 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.

74. 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).

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

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

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

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

79. Pursuant to Labor Code §§ 204, 218.6 and 226.7, Plaintiff, on behalf of himself and **Rest Period Sub-Class** members, seeks to recover unpaid premium wages, interest thereon, and

1 costs of suit.

2 80. Pursuant to Labor Code § 1194, Code of Civil Procedure § 1021.5, the substantial
3 benefit doctrine, and/or the common fund doctrine, Plaintiff, on behalf of himself and **Rest Period**
4 **Sub-Class** members, seeks to recover reasonable attorneys' fees.

5 **THIRD CAUSE OF ACTION**

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

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

8 **(Plaintiff and Hourly Employee Class)**

9 81. Plaintiff incorporates the preceding paragraphs as if fully alleged herein.

10 82. At all relevant times, Plaintiff and **Hourly Employee Class** members are or have
11 been non-exempt employees of Defendants entitled to the full protections of the Labor Code and the
12 applicable Wage Order.

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

16 84. Section 4 of the applicable Wage Order requires an employer to pay non-exempt
17 employees at least the minimum wage set forth therein for all hours worked, which consists of all
18 hours that an employer has actual or constructive knowledge that employees are working.

19 85. Labor Code § 1194 invalidates any agreement between an employer and an
20 employee to work for less than the minimum or overtime wage required under the applicable Wage
21 Order.

22 86. Labor Code § 1194.2 entitles non-exempt employees to recover liquidated damages
23 in amounts equal to the amounts of unpaid minimum wages and interest thereon in addition to the
24 underlying unpaid minimum wages and interest thereon.

25 87. Labor Code § 1197 makes it unlawful for an employer to pay an employee less than
26 the minimum wage required under the applicable Wage Order for all hours worked during a payroll
27 period.

28 88. Labor Code § 1197.1 provides that it is unlawful for any employer or any other

1 person acting either individually or as an officer, agent, or employee of another person to pay an
2 employee, or cause an employee to be paid, less than the applicable minimum wage.

3 89. Labor Code § 1198 makes it unlawful for employers to employ employees under
4 conditions that violate the applicable Wage Order.

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

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

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

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

20 94. Plaintiff is informed and believes that, at all relevant times, Defendants have applied
21 centrally devised policies and practices to him and **Hourly Employee Class** members with respect
22 to working conditions and compensation arrangements.

23 95. At all relevant times, Defendants failed to pay hourly wages to Plaintiff and **Hourly**
24 **Employee Class** members for all time worked, including but not limited to, overtime hours at
25 statutory and/or agreed rates.

26 96. At all relevant times during the applicable limitations period, Defendants maintained
27 a policy or practice of automatically deducting one-half hour from Plaintiff's timecard on every
28 workday for a meal period, regardless of whether or not Plaintiff was provided with a meal period.

1 97. Plaintiff is informed and believes that, at all relevant times during the applicable
2 limitations period, Defendants maintained a policy or practice of automatically deducting one-half
3 hour from **Hourly Employee Class** members' timecard on every workday for a meal period,
4 regardless of whether or not **Hourly Employee Class** members were provided with a meal period.

5 98. As a result of Defendants' policy or practice of automatically deducting one-half
6 hour from employees' timecards for every workday for a meal period, Plaintiff and **Hourly**
7 **Employee Class** members were required to perform off-the-clock work that Defendants either
8 knew or should have known they were working.

9 99. At all relevant times, Defendants failed to pay hourly wages to Plaintiff for all time
10 worked, including but not limited to, overtime wages at statutory and/or agreed rates by suffering or
11 permitting her to work during unpaid meal periods and/or failing to properly pay Plaintiff for all
12 overtime hours worked.

13 100. Plaintiff is informed and believes that, at all relevant times during the applicable
14 limitations period, Defendants maintained a policy or practice of not paying hourly wages to
15 **Hourly Employee Class** members for all time worked, including but not limited to, overtime hours
16 at statutory and/or agreed rates by suffering or permitting them to work during unpaid meal periods.

17 101. During the relevant time period, Defendants failed to pay Plaintiff and **Hourly**
18 **Employee Class** members all earned wages every pay period at the correct rates, including
19 overtime rates, because Defendants directed, permitted, or otherwise encouraged Plaintiff and
20 **Hourly Employee Class** members to perform off-the-clock work.

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

25 103. Pursuant to Labor Code §§ 204, 218.6, 223, 510, 1194 and 1194.2, Plaintiff, on
26 behalf of himself and **Hourly Employee Class** members, seeks to recover unpaid straight time and
27 overtime wages, interest thereon, and costs of suit.

28 104. The regular rate of pay under California law includes all remuneration for

1 employment paid, on behalf of the employer, to the employee. This requirement includes but is not
2 limited to, commissions, non-discretionary bonuses, shift differential pay, etc.

3 105. During the applicable limitations period, Defendants violated the rights of Plaintiff
4 and **Hourly Employee Class** members under the above-referenced Labor Code sections by failing
5 to pay them overtime wages for all overtime hours worked in violation of Labor Code §§ 510, 1194
6 and 1198 by not correctly calculating their regular rate of pay to include all applicable
7 remuneration, including but not limited to, commissions, non-discretionary bonuses, shift
8 differential pay, etc.

9 106. California law uses the terms “compensation” and “pay” interchangeably and
10 requires that all applicable remuneration, including but not limited to, commissions, non-
11 discretionary bonuses, shift differential pay, etc., be included when calculating an employee’s
12 regular rate of pay.

13 107. At all relevant times, Defendants paid Plaintiff premium wages based on a rate of
14 compensation that did not reflect, among other things, commissions, non-discretionary bonuses,
15 shift differential pay, etc. as required by Labor Code § 226.7(b) and §§ 11 and 12 of the applicable
16 Wage Order on the occasions when Defendants paid him premium wages in lieu of meal and/or rest
17 periods.

18 108. Plaintiff is informed and believes, and thereupon alleges, that, at all relevant times
19 during the applicable limitations period, Defendants maintained a policy or practice of paying
20 **Hourly Employee Class** members premium wages based on rates of compensation that have not
21 reflected commissions, non-discretionary bonuses, shift differential pay, etc. as required by Labor
22 Code § 226.7(b) and §§ 11 and 12 of the applicable Wage Order on the occasions when Defendants
23 paid them premium wages in lieu of meal and/or rest periods.

24 109. Pursuant to Labor Code § 1194, Code of Civil Procedure § 1021.5, the substantial
25 benefit doctrine, and/or the common fund doctrine, Plaintiff, on behalf of himself and **Hourly**
26 **Employee Class** members, seeks to recover reasonable attorneys’ fees.

27 ///

28 ///

1 **FOURTH CAUSE OF ACTION**

2 **FAILURE TO INDEMNIFY**

3 **(Lab. Code § 2802)**

4 **(Plaintiff and Expense Reimbursement Class)**

5 110. Plaintiff incorporates the preceding paragraphs as if fully alleged herein.

6 111. Labor Code section 2802(a) states:

7 An employer shall indemnify his or her employee for all necessary expenditures or
8 losses incurred by the employee in direct consequence of the discharge of his or her
9 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.

10 112. At all relevant times during the applicable limitations period, Plaintiff and the
11 **Expense Reimbursement Class** members incurred necessary business-related expenses and costs,
12 including but not limited to, cellphone plans and cellphone maintenance.

13 113. Plaintiff is informed and believes and thereupon alleges that the reimbursement paid
14 by Defendants was insufficient to indemnify Plaintiff for all necessary expenses incurred in the
15 discharge of their duties.

16 114. Plaintiff is informed and believes and thereupon alleges that the reimbursement paid
17 by Defendants was insufficient to indemnify **Expense Reimbursement Class** members for all
18 necessary business expenses incurred in the discharge of their duties.

19 115. At all relevant times during the applicable limitations period, Defendants required
20 Plaintiff and the **Expense Reimbursement Class** members to pay for expenses and/or losses caused
21 by Defendants' want of ordinary care. Defendants failed to indemnify Plaintiff and **Expense**
22 **Reimbursement Class** members for all such expenditures.

23 116. At all relevant times during the applicable limitations period, Defendants required
24 Plaintiff and **Expense Reimbursement Class** members to purchase and maintain uniforms and
25 apparel unique to Defendants at Plaintiff's and **Expense Reimbursement Class** members' expense.
26 Defendants failed to indemnify Plaintiff and **Expense Reimbursement Class** members for all such
27 expenditures.

28 117. Plaintiff is informed and believes that, during the applicable limitations period,

1 Defendants maintained a policy or practice of not reimbursing Plaintiff and **Expense**
2 **Reimbursement Class** members for all necessary business expenses.

3 118. Accordingly, Plaintiff and **Expense Reimbursement Class** members are entitled to
4 restitution for all unpaid amounts due and owing within four years of the date of the filing of the
5 original Complaint and until the date of entry of judgment.

6 119. Plaintiff, on behalf of himself, and **Expense Reimbursement Class** members, seeks
7 interest thereon and costs pursuant to Labor Code § 218.6 and reasonable attorneys' fees pursuant to
8 Code of Civil Procedure § 1021.5.

9 **FIFTH CAUSE OF ACTION**

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

11 **(Lab. Code § 226)**

12 **(Plaintiff and Wage Statement Penalties Sub-Class)**

13 120. Plaintiff incorporates the preceding paragraphs as if fully alleged herein.

14 121. Labor Code § 226(a) states:

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

122. The Division of Labor Standards Enforcement ("DLSE") has sought to harmonize

1 the “detachable part of the check” provision and the “accurate itemized statement in writing”
2 provision of Labor Code section 226(a) by allowing for electronic wage statements so long as each
3 employee retains the right to elect to receive a written paper stub or record and that those who are
4 provided with electronic wage statements retain the ability to easily access the information and
5 convert the electronic statements into hard copies at no expense to the employee. (DLSE Opinion
6 Letter July 6, 2006.)

7 123. Plaintiff is informed and believes that, at all relevant times during the applicable
8 limitations period, Defendants have failed to provide **Wage Statement Penalties Sub-Class**
9 members with written wage statements as described above.

10 124. Plaintiff is informed and believes that Defendants’ failure to provide him and **Wage**
11 **Statement Penalties Sub-Class** members with accurate written wage statements were intentional in
12 that Defendants had the ability to provide them with accurate wage statements but had intentionally
13 provided them with written wage statements that Defendants knew do not comply with Labor Code
14 § 226(a).

15 125. Plaintiff and **Wage Statement Penalties Sub-Class** members have suffered injuries,
16 in that Defendants have violated Plaintiff’s and **Wage Statement Penalties Sub-Class** members’
17 legal rights to receive accurate wage statements and have misled them about their actual rates of pay
18 and wages earned. In addition, inaccurate information on their wage statements have prevented
19 immediate challenges to Defendants’ unlawful pay practices, has required discovery and
20 mathematical computations to determine the amount of wages owed, has caused difficulty and
21 expense in attempting to reconstruct time and pay records, and/or has led to the submission of
22 inaccurate information about wages and deductions to federal and state government agencies.

23 126. Pursuant to Labor Code § 226(e), Plaintiff, on behalf of himself and **Wage**
24 **Statement Penalties Sub-Class** members, seeks the greater of actual damages or fifty dollars
25 (\$50.00) for the initial pay period in which a violation of Labor Code section 226(a) occurred and
26 one hundred dollars (\$100.00) for each subsequent pay period in which a violation of Labor Code §
27 226(a) occurred, not to exceed an aggregate penalty of four thousand dollars (\$4,000.00) per class
28 member.

1 127. Pursuant to Code of Civil Procedure § 1021.5, the substantial benefit doctrine and/or
2 the common fund doctrine, Plaintiff, on behalf of himself and **Wage Statement Penalties Sub-**
3 **Class** members, seek awards of reasonable attorneys' fees and costs.

4 **SIXTH CAUSE OF ACTION**

5 **FAILURE TO TIMELY PAY ALL FINAL WAGES**

6 **(Lab. Code §§ 201–203)**

7 **(Plaintiff and Waiting Time Penalties Sub-Class)**

8 128. Plaintiff incorporates the preceding paragraphs as if fully alleged herein.

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

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

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

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

20 133. During the applicable limitations period, Defendants failed to pay Plaintiff all of his
21 final wages in accordance with the Labor Code by failing to timely pay him all of his final wages.

22 134. Plaintiff is informed and believes that, at all relevant times during the applicable
23 limitations period, Defendants have failed to timely pay **Waiting Time Penalties Sub-Class**
24 members all of their final wages in accordance with the Labor Code.

25 135. Plaintiff is informed and believes that, at all relevant times during the applicable
26 limitations period, Defendants have maintained a policy or practice of paying **Waiting Time**
27 **Penalties Sub-Class** members their final wages without regard to the requirements of Labor Code
28 §§ 201 or 202 by failing to timely pay them all final wages.

1 136. Plaintiff is informed and believes and thereupon alleges that Defendants' failure to
2 timely pay all final wages to him and **Waiting Time Penalties Sub-Class** members have been
3 willful in that Defendants have the ability to pay final wages in accordance with Labor Code §§ 201
4 and/or 202 but have intentionally adopted policies or practices that are incompatible with those
5 requirements.

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

10 138. Pursuant to Labor Code § 226, Code of Civil Procedure § 1021.5, the substantial
11 benefit doctrine and/or the common fund doctrine, Plaintiff, on behalf of himself and **Waiting Time**
12 **Penalties Sub-Class** members, seek awards of reasonable attorneys' fees and costs.

13 **SEVENTH CAUSE OF ACTION**

14 **UNFAIR COMPETITION**

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

16 **(Plaintiff and UCL Class)**

17 139. Plaintiff incorporates the preceding paragraphs as if fully alleged herein.

18 140. Business and Professions Code § 17200 defines "unfair competition" to include any
19 unlawful business practice.

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

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

27 143. Plaintiff, on behalf of himself and the **UCL Class** members, re-alleges and
28 incorporates the FIRST, SECOND, THIRD, and FOURTH causes of action herein.

1 144. Plaintiff lost money and/or property as a result of the aforementioned unfair
2 competition.

3 145. Defendants have or may have acquired money by means of unfair competition.

4 146. Plaintiff is informed and believes and thereupon alleges that, by committing the
5 Labor Code violations described in this Complaint, Defendants violated Labor Code §§ 215, 216,
6 225, 226.6, 354, 408, 553, 1175, 1199 and 2802. Defendants thus committed misdemeanors by
7 violating the Labor Code as alleged herein.

8 147. Defendants have committed criminal conduct through their policies and practices of,
9 *inter alia*, failing to comport with their affirmative obligations as an employer to provide non-
10 exempt employees with uninterrupted, duty-free meal periods of at least thirty minutes for each
11 work period of five or more hours, by failing to pay non-exempt employees for all hours worked,
12 and by failing to reimburse them for all expenses.

13 148. At all relevant times, Plaintiff 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.

16 149. 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 himself and on
21 behalf of similarly situated persons in a class-action proceeding.

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

26 151. Plaintiff is informed and believes that other similarly situated persons have been
27 subject to the same unlawful policies or practices of Defendants.

28 152. 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.

3 153. 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.

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

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

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

20 **PRAYER FOR RELIEF**

21 WHEREFORE, Plaintiff, on behalf of himself, all others similarly situated, and the general
22 public, prays for relief and judgment against Defendants as follows:

- 23 (1) An order that the action be certified as a class action;
24 (2) An order that Plaintiff be appointed class representative;
25 (3) An order that counsel for Plaintiff be appointed class counsel;
26 (4) Unpaid wages;
27 (5) Actual damages;
28 (6) Liquidated damages;

- 1 (7) Restitution;
- 2 (8) Declaratory relief;
- 3 (9) Pre-judgment interest;
- 4 (10) Statutory penalties;
- 5 (11) Civil penalties;
- 6 (12) Costs of suit;
- 7 (13) Reasonable attorneys' fees; and
- 8 (14) Such other relief as the Court deems just and proper.

9 **DEMAND FOR JURY TRIAL**

10 Plaintiff, on behalf of himself, all other similarly situated, and the general public, hereby
11 demands a jury trial on all issues so triable.

12
13 Dated: January 3, 2024

SETAREH LAW GROUP

14
15 */s/ Thomas Segal*

16 _____
17 SHAUN SETAREH
18 THOMAS SEGAL
19 FARRAH GRANT
20 Attorneys for Plaintiff
21 FREDDY ESPINOZA
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26
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