

**SUMMONS
(CITACION JUDICIAL)**

**NOTICE TO DEFENDANT:
(AVISO AL DEMANDADO):**

MACK TRUCKING, INC., a California Corporation; MACK TRUCKING LP, a California Limited Partnership; and DOES 1 through 50, inclusive,

**YOU ARE BEING SUED BY PLAINTIFF:
(LO ESTÁ DEMANDANDO EL DEMANDANTE):**

JONATHAN MITCHELL, an individual, on behalf of himself, on behalf of all persons similarly situated,

FOR COURT USE ONLY
(SOLO PARA USO DE LA CORTE)

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO
SAN BERNARDINO DISTRICT

SEP 20 2019

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site (www.lawhelpcalifornia.org), the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), or by contacting your local court or county bar association.

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California (www.courtinfo.ca.gov/selfhelp/espanol/), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, (www.lawhelpcalifornia.org), en el Centro de Ayuda de las Cortes de California, (www.courtinfo.ca.gov/selfhelp/espanol/) o poniéndose en contacto con la corte o el colegio de abogados locales.

The name and address of the court is:
(El nombre y dirección de la corte es):

Superior Court of San Bernardino
247 W. Third Street
San Bernardino, CA 92415

CIV DS 1928334
CASE NUMBER:
(Número del Caso):

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:

(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):
Shani O. Zakay, Esq. SBN:277924 Tel: (619) 892-7095 Fax: (858) 404-9203
Zakay Law Group, APLC - 3990 Old Town Avenue, Suite C204, San Diego, CA 92110

DATE: SEP 20 2019
(Fecha)

Clerk, by _____, Deputy
(Secretario) (Adjunto)

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)
(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010)).

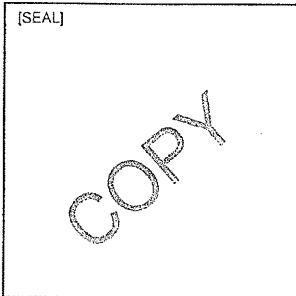
NOTICE TO THE PERSON SERVED: You are served

- 1. as an individual defendant.
- 2. as the person sued under the fictitious name of (specify):

3. on behalf of (specify):

- under: CCP 416.10 (corporation) CCP 416.60 (minor)
- CCP 416.20 (defunct corporation) CCP 416.70 (conservatee)
- CCP 416.40 (association or partnership) CCP 416.90 (authorized person)
- other (specify):

4. by personal delivery on (date):



1 **ZAKAY LAW GROUP, APLC**
2 Shani O. Zakay (State Bar #277924)
3 3990 Old Town Avenue Suite C204
4 San Diego, CA 92110
5 Telephone: (619) 255-9047
6 Facsimile: (858) 404-9203
7 Website: www.zakaylaw.com

8 Attorneys for Plaintiff

9 [Additional Counsel Listed on Next Page]

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO
SAN BERNARDINO DISTRICT

SEP 20 2019



10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

11 **IN AND FOR THE COUNTY OF SAN BERNARDINO**

CIV DS 1928334

12 JONATHAN MITCHELL, an individual,
13 on behalf of himself, on behalf of all
14 persons similarly situated,

15 Plaintiff,

16 vs.

17 MACK TRUCKING, INC., a California
18 Corporation; MACK TRUCKING LP, a
19 California Limited Partnership; and DOES
20 1 through 50, inclusive,

21 Defendants.

Case No. _____

CLASS ACTION COMPLAINT FOR:

1. UNFAIR COMPETITION IN VIOLATION OF CAL. BUS. & PROF. CODE §§ 17200, *et seq.*;
2. FAILURE TO PAY MINIMUM WAGES IN VIOLATION OF CAL. LAB. CODE §§ 1194, 1197 & 1197.1;
3. FAILURE TO PROVIDE REQUIRED MEAL PERIODS IN VIOLATION OF CAL. LAB. CODE §§ 226.7 & 512 AND THE APPLICABLE IWC WAGE ORDER;
4. FAILURE TO PROVIDE REQUIRED REST PERIODS IN VIOLATION OF CAL. LAB. CODE §§ 226.7 & 512 AND THE APPLICABLE IWC WAGE ORDER;
5. FAILURE TO PROVIDE ACCURATE ITEMIZED STATEMENTS IN VIOLATION OF CAL. LAB. CODE § 226;
6. FAILURE TO REIMBURSE EMPLOYEES FOR REQUIRED EXPENSES IN VIOLATION OF CAL. LAB. CODE § 2802; and,
7. FAILURE TO PROVIDE WAGES WHEN DUE IN VIOLATION OF CAL. LAB. CODE §§ 201, 202 AND 203.

DEMAND FOR A JURY TRIAL

1 **BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP**

Norman B. Blumenthal (State Bar #068687)

2 Kyle R. Nordrehaug (State Bar #205975)

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5 Website: www.bamlawca.com

6 Attorneys for Plaintiff

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1 Plaintiff Jonathan Mitchell ("PLAINTIFF"), an individual, on behalf of himself and all other
2 similarly situated current and former employees, alleges on information and belief, except his
3 own acts and knowledge, the following:
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5 INTRODUCTION

6 1. Defendant Mack Trucking, Inc. and Defendant Mack Trucking LP
7 ("DEFENDANT") in order to service customers hires workers to aid DEFENDANT in
8 providing transportation and delivery services for their clients. The cost, as proscribed by law,
9 of the personnel hired to work for DEFENDANT, includes not only the pay of these employees
10 but the cost of the employer's share of tax payments to the federal and state governments for
11 income taxes, social security taxes, medicare insurance, unemployment insurance and payments
12 for workers' compensation insurance. To avoid the payment of these legally proscribed
13 expenses to the fullest extent possible, DEFENDANT devised a scheme to place the
14 responsibility for the payment of these costs and expenses of DEFENDANT on the shoulders
15 of PLAINTIFF and other drivers. As employer, DEFENDANT is legally responsible for the
16 payment of all these expenses. This lawsuit is brought on behalf of these Drivers who worked
17 for DEFENDANT in California and were classified as independent contractors, in order to
18 collect the wages due them as employees of DEFENDANT, the cost of the employer's share of
19 payments to the federal and state governments for income taxes, social security taxes, medicare
20 insurance, unemployment insurance and payments for workers' compensation insurance, plus
21 penalties and interest.
22

23 THE PARTIES

24 2. DEFENDANT at all relevant times mentioned herein conducted and continues
25 to conduct substantial and regular business in the State of California.

26 3. DEFENDANT provides customers with access to Drivers who will transport and
27 deliver freight to a specified location. DEFENDANT's driving services are performed by
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1 independent contractors.

2 4. Defendant Mack Trucking, Inc. and Defendant Mack Trucking LP were the joint
3 employers of PLAINTIFF as evidenced by paycheck and the independent contractor agreement
4 signed by PLAINTIFF and are therefore jointly responsible as employers for the conduct
5 alleged herein, and are therefore collectively referred to herein as DEFENDANT.

6 5. PLAINTIFF worked for DEFENDANT as a Driver from November of 2018 to
7 April of 2019 and was classified by DEFENDANT as an independent contractor during his
8 entire employment with DEFENDANT.

9 6. California Labor Code Section 226.8 provides that “[i]t is unlawful for any person
10 or employer to engage in . . . [w]illful misclassification of an individual as an independent
11 contractor.” The penalty for willful misclassification of employees is a “civil penalty of not less
12 than five thousand dollars (\$5,000) and not more than fifteen thousand dollars (\$15,000) for
13 each violation, in addition to any other penalties or fines permitted by law.” It is further
14 provided that, in the event that an employer is found to have engaged in “a pattern or practice
15 of these violations,” the penalties increase to “not less than ten thousand dollars (\$10,000) and
16 not more than twenty-five thousand dollars (\$25,000) for each violation, in addition to any other
17 penalties or fines permitted by law.” Cal. Labor Code § 226.8.

18 7. Here, DEFENDANT has willfully misclassified PLAINTIFF and other Drivers
19 as described in Cal. Labor Code § 226.8, and further, that DEFENDANT has engaged in a
20 “pattern or practice” of such violations as contemplated by the California Labor Code.

21 8. Upon hire, the position of a Driver was represented by DEFENDANT to
22 PLAINTIFF and the other Drivers as an independent contractor position capable of paying an
23 piece rate for the time they spent driving. PLAINTIFF and other Drivers were not compensated
24 minimum wages for all of their time spent working. PLAINTIFF and other Drivers were paid
25 the piece rate to perform transportation services on DEFENDANT’s behalf. PLAINTIFF and
26 other Drivers were not compensated any other wages besides the piece rate. DEFENDANT did
27 not pay PLAINTIFF and other CALIFORNIA CLASS Members for the time spent waiting for
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1 the truck to be stocked and all the other non-driving work tasks. The finite set of tasks required
2 to be performed by the Drivers is to transport goods from DEFENDANT's facility to a
3 requested delivery location for customers that requested DEFENDANT's services all in
4 accordance with DEFENDANT's business practices and policies.

5 9. To perform their job duties, PLAINTIFF and the other Drivers performed work
6 subject to the control of DEFENDANT in that DEFENDANT had the authority to exercise
7 complete control over the work performed and the manner and means in which the work was
8 performed. DEFENDANT provided the customers and DEFENDANT provided the instructions
9 as to how to perform the driving services.

10 10. California Labor Code § 3357 defines "employee" as "every person in the service
11 of an employer under any appointment or contact of hire or apprenticeship, express or implied,
12 oral or written, whether lawfully or unlawfully employed." In addition to the California Labor
13 Code's presumption that workers are employees, the California Supreme Court has determined
14 the most significant factor to be considered in distinguishing an independent contractor from
15 an employee is whether the *employer or principal has control or the right to control the work*
16 *both as to the work performed and the manner and means in which the work is performed.*
17 DEFENDANT heavily controlled both the work performed and the manner and means in which
18 the PLAINTIFF and the other Drivers performed their work in that:

19 (a) PLAINTIFF and other Drivers were not involved in a distinct business, but
20 instead were provided with instructions as to how to perform their work and the manner and
21 means in which the work was to be performed by means of DEFENDANT's manuals and
22 written instructions;

23 (b) PLAINTIFF and other Drivers were continuously provided with training
24 and supervision, including following DEFENDANT's company documents and received
25 training from DEFENDANT as to how and in what way to perform the driving services;

26 (c) DEFENDANT set the requirements as to what policies and procedures all
27 of the Drivers were to follow;

1 (d) PLAINTIFF and other Drivers had no opportunity for profit or loss because
2 DEFENDANT only paid these workers a block rate. DEFENDANT controlled and assigned the
3 Drivers which tasks were to be performed;

4 (e) PLAINTIFF and other Drivers performed driving services which are part
5 of DEFENDANT's principal business and is closely integrated with and essential to the
6 employer's business of providing transportation and delivery services to their customers;

7 (f) PLAINTIFF and other Drivers performed the work themselves and did not
8 hire others to perform their work for them;

9 (g) PLAINTIFF and other Drivers did not have the authority to make
10 employment-related personnel decisions;

11 (h) PLAINTIFF and other Drivers performed their work in a particular order
12 and sequence in accordance with DEFENDANT's company policy; and,

13 (i) DEFENDANT had the "right" to control every critical aspect of
14 DEFENDANT's daily driving services operations in that DEFENDANT provided the customer,
15 assigned where the Drivers were to go, and step-by-step instructions to PLAINTIFF and other
16 Drivers as to the entire process of picking up and dropping off deliveries at their assigned
17 locations.

18 11. As a result, stripped of all the legal fictions and artificial barriers to an honest
19 classification of the relationship between PLAINTIFF and all the other Drivers on the one hand,
20 and DEFENDANT on the other hand, PLAINTIFF and all the other Drivers are and were
21 employees of DEFENDANT and not independent contractors of DEFENDANT and should
22 therefore be properly classified as non-exempt, hourly employees.

23 12. PLAINTIFF brings this Class Action on behalf of himself and a California class,
24 defined as all individuals who worked for Defendant Mack Trucking, Inc. and/or Defendant
25 Mack Trucking LP in California as Drivers and who were classified as independent contractors
26 (the "CALIFORNIA CLASS") at any time during the period beginning four (4) years prior to
27 the filing of this Complaint and ending on the date as determined by the Court (the
28

1 "CALIFORNIA CLASS PERIOD"). The amount in controversy for the aggregate claim of
2 CALIFORNIA CLASS Members is under five million dollars (\$5,000,000.00).

3 13. As a matter of company policy, practice and procedure, DEFENDANT has
4 unlawfully, unfairly and/or deceptively classified every CALIFORNIA CLASS Member as
5 "independent contractors" in order to unlawfully avoid compliance with all applicable federal
6 and state laws that require payment for all time worked, business expenses, and the employer's
7 share of payroll taxes and mandatory insurance. As a result of the scheme to defraud the federal
8 and state governments and the CALIFORNIA CLASS Members, PLAINTIFF and the
9 CALIFORNIA CLASS Members were underpaid throughout their employment with
10 DEFENDANT. The true names and capacities, whether individual, corporate, associate or
11 otherwise of the Defendants sued here as DOES 1 through 50, inclusive, are presently unknown
12 to PLAINTIFF who therefore sues these Defendants by such fictitious names pursuant to Cal.
13 Civ. Proc. Code § 474. PLAINTIFF is informed and believes, and based thereon, alleges that
14 each of the Defendants designated herein is legally responsible in some manner for the unlawful
15 acts referred to herein. PLAINTIFF will seek leave of Court to amend this Complaint to reflect
16 the true names and capacities of the Defendants when they have been ascertained and become
17 known.

18 14. The agents, servants and/or employees of the Defendants and each of them
19 acting on behalf of the Defendants acted within the course and scope of his, her or its authority
20 as the agent, servant and/or employee of the Defendants, and personally participated in the
21 conduct alleged herein on behalf of the Defendants with respect to the conduct alleged herein.
22 Consequently, the acts of each Defendant are legally attributable to the other Defendants and
23 all Defendants are jointly and severally liable to the PLAINTIFF and the other members of the
24 CLASS, for the loss sustained as a proximate result of the conduct of the Defendants' agents,
25 servants and/or employees.

26
27 **THE CONDUCT**

1 15. The finite set of tasks required of PLAINTIFF and the other CALIFORNIA
2 CLASS Members as defined by DEFENDANT was executed by them through the performance
3 of non-exempt labor.

4 16. Although PLAINTIFF and the other CALIFORNIA CLASS Members performed
5 non-exempt labor subject to DEFENDANT's complete control over the manner and means of
6 performance, DEFENDANT instituted a blanket classification policy, practice and procedure
7 by which all of these CALIFORNIA CLASS Members were classified as "independent
8 contractors" exempt from compensation for meal breaks and rest breaks, and reimbursement
9 for business related expenses. By reason of this uniform misclassification, the CALIFORNIA
10 CLASS Members were also required to pay DEFENDANT 's share of payroll taxes and
11 mandatory insurance premiums. As a result of this uniform misclassification practice, policy
12 and procedure applicable to PLAINTIFF and the other CALIFORNIA CLASS Members who
13 performed this work for DEFENDANT, DEFENDANT committed acts of unfair competition
14 in violation of the California Unfair Competition law, Cal. Bus. & Prof. Code §§ 17200, *et seq.*
15 (the "UCL"), by engaging in a company-wide policy, practice and procedure which uniformly
16 failed to properly classify PLAINTIFF and the other CALIFORNIA CLASS Members as
17 employees and thereby failed to pay them wages for all time worked, reimbursement of business
18 related expenses, failed to provide them with meal and rest breaks, and failed to reimburse these
19 employees for the employer's share of payroll taxes and mandatory insurance. The proper
20 classification of these employees is DEFENDANT's burden. As a result of DEFENDANT's
21 intentional disregard of the obligation to meet this burden, DEFENDANT violated the
22 California Labor Code and regulations promulgated thereunder as herein alleged.
23 DEFENDANT did not have in place a policy, practice or procedure that provided meal and/or
24 rest breaks to PLAINTIFF and CALIFORNIA CLASS Members as evidenced by
25 DEFENDANT's business records which contain no record of these breaks.

26 17. Specifically as to PLAINTIFF, DEFENDANT fails to provide all the legally
27 required off-duty meal and rest breaks to him as required by the applicable Wage Order and
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1 Labor Code. DEFENDANT does not have a policy or practice which provides timely off-duty
2 meal and rest breaks to PLAINTIFF and also fails to compensate PLAINTIFF for his missed
3 meal and rest breaks. The nature of the work performed by PLAINTIFF does not prevent him
4 from being relieved of all of his duties for the legally required off-duty meal periods. As a
5 result, DEFENDANT's failure to provide PLAINTIFF with the legally required meal periods
6 is evidenced by DEFENDANT's business records. As a result of DEFENDANT not accurately
7 recording all missed meal and rest periods and/or wages due, the wage statements issued to
8 PLAINTIFF by DEFENDANT violated California law, and in particular, Labor Code Section
9 226(a). The amount in controversy for PLAINTIFF individually does not exceed the sum or
10 value of \$75,000.

11 18. DEFENDANT, as a matter of law, has the burden of proving that employees are
12 properly classified and that DEFENDANT otherwise complies with applicable laws.
13 DEFENDANT, as a matter of corporate policy, erroneously and unilaterally classified all the
14 CALIFORNIA CLASS Members as independent contractors.

15 18. DEFENDANT as a matter of corporate policy, practice and procedure,
16 intentionally, knowingly and systematically failed to reimburse and indemnify PLAINTIFF and
17 the other CALIFORNIA CLASS Members for required business expenses incurred by
18 PLAINTIFF and other CALIFORNIA CLASS Members in direct consequence of discharging
19 their duties on behalf of DEFENDANT. Under California Labor Code Section 2802, employers
20 are required to indemnify employees for all expenses incurred in the course and scope of their
21 employment. Cal. Lab. Code § 2802 expressly states that "an employer shall indemnify his or
22 her employee for all necessary expenditures or losses incurred by the employee in direct
23 consequence of the discharge of his or her duties, or of his or her obedience to the directions of
24 the employer, even though unlawful, unless the employee, at the time of obeying the directions,
25 believed them to be unlawful."

26 19. In the course of their employment PLAINTIFF and other CALIFORNIA CLASS
27 Members as a business expense, were required by DEFENDANT to use personal cellular
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1 phones as a result of and in furtherance of their job duties as employees for DEFENDANT but
2 were not reimbursed or indemnified by DEFENDANT for the cost associated with the use of
3 the personal cellular phones for DEFENDANT's benefit. DEFENDANT also required
4 PLAINTIFF to personally incur and pay for expenses, including, but not limited to, all costs and
5 expenses of fueling the trucks they drove in the discharge of their employment duties for
6 DEFENDANT, all without reimbursement from the DEFENDANT in violation of California
7 Labor Code Section 2802. As a result, in the course of their employment with DEFENDANT,
8 PLAINTIFF and other members of the CALIFORNIA CLASS incurred unreimbursed business
9 expenses which included, but were not limited to, costs related to the use of their personal
10 cellular phones and costs related to fueling the trucks they drove, all on behalf of and for the
11 benefit of DEFENDANT.

12 20. From time to time, DEFENDANT also failed to provide PLAINTIFF and the
13 other members of the CALIFORNIA CLASS with complete and accurate wage statements
14 which failed to show, among other things, the correct amount of time worked. Cal. Lab. Code
15 § 226 provides that every employer shall furnish each of his or her employees with an accurate
16 itemized wage statement in writing showing, among other things, gross wages earned and all
17 applicable hourly rates in effect during the pay period and the corresponding amount of time
18 worked at each hourly rate. As a result, DEFENDANT provided PLAINTIFF and the other
19 members of the CALIFORNIA CLASS with wage statements which violated Cal. Lab. Code
20 § 226.

21 21. By reason of this uniform conduct applicable to PLAINTIFF and all the
22 CALIFORNIA CLASS Members, DEFENDANT committed acts of unfair competition in
23 violation of the California Unfair Competition law, Cal. Bus. & Prof. Code §§ 17200, *et seq.*
24 (the "UCL"), by engaging in a company-wide policy, practice and procedure which failed to
25 correctly classify PLAINTIFF and the CALIFORNIA CLASS Members as employees. The
26 proper classification of these employees is DEFENDANT's burden. As a result of
27 DEFENDANT's intentional disregard of the obligation to meet this burden, DEFENDANT

1 failed to pay all required wages for work performed by PLAINTIFF and other CALIFORNIA
2 CLASS Members and violated the California Labor Code and regulations promulgated
3 thereunder as herein alleged.

4 22. Specifically as to PLAINTIFF, he worked for DEFENDANT in California as a
5 Driver and was classified by DEFENDANT as an independent contractor from December 1,
6 2017 to December 15, 2017. Upon hire, the position of a Driver was represented by
7 DEFENDANT to PLAINTIFF as an independent contractor position capable of paying an
8 hourly rate for time worked for DEFENDANT. PLAINTIFF as a Driver, was classified by
9 DEFENDANT as an independent contractor and thus did not receive pay for all time worked.
10 During the CALIFORNIA CLASS PERIOD, PLAINTIFF was also required to perform work
11 as ordered by DEFENDANT for more than five (5) hours during a shift without receiving a
12 meal or rest break as evidenced by daily time reports for PLAINTIFF. PLAINTIFF therefore
13 forfeited meal and rest breaks without additional compensation and in accordance with
14 DEFENDANT's strict corporate policy and practice which did not provide for mandatory meal
15 and rest breaks. To date, DEFENDANT has not fully paid PLAINTIFF all wages still owed to
16 him or any penalty wages owed to him under California Labor Code § 203. The amount in
17 controversy for PLAINTIFF individually does not exceed the sum or value of \$75,000.

18
19 **THE CALIFORNIA CLASS**

20 23. PLAINTIFF brings the First Cause of Action for Unfair, Unlawful and Deceptive
21 Business Practices pursuant to Cal. Bus. & Prof. Code §§ 17200, *et seq.* (the "UCL") as a Class
22 Action, pursuant to Cal. Code of Civ. Proc. § 382, on behalf of a California class, defined as all
23 individuals who worked for Defendant Mack Trucking, Inc. and Defendant Mack Trucking LP
24 in California as Drivers and who were classified as independent contractors (the
25 "CALIFORNIA CLASS") at any time during the period beginning four (4) years prior to the
26 filing of this Complaint and ending on the date as determined by the Court (the "CALIFORNIA
27 CLASS PERIOD"). The amount in controversy for the aggregate claim of CALIFORNIA
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1 CLASS Members is under five million dollars (\$5,000,000.00).

2 24. To the extent equitable tolling operates to toll claims by the CALIFORNIA
3 CLASS against DEFENDANT, the CALIFORNIA CLASS PERIOD should be adjusted
4 accordingly.

5 25. All CALIFORNIA CLASS Members who performed and continue to perform this
6 work for DEFENDANT during the CALIFORNIA CLASS PERIOD are similarly situated in
7 that they are subject to DEFENDANT's uniform policy and systematic practice that required
8 them to perform work without compensation as required by law.

9 26. DEFENDANT, as a matter of corporate, policy, practice and procedure, and in
10 violation of the applicable California Labor Code, Industrial Welfare Commission ("IWC")
11 Wage Order requirements, and the applicable provisions of California law, intentionally,
12 knowingly and willfully engaged in a practice whereby DEFENDANT unfairly, unlawfully and
13 deceptively instituted a practice to ensure that all individuals employed as independent
14 contractors were not properly classified as non-exempt employees from the requirements of
15 California Labor Code §§ 510, *et seq.*

16 27. During the CALIFORNIA CLASS PERIOD, DEFENDANT uniformly violated
17 the rights of the PLAINTIFF and the CALIFORNIA CLASS Members under California law,
18 without limitation, in the following manners:

19 (a) Violating the California Unfair Competition laws, Cal. Bus. & Prof. Code
20 §§ 17200, *et seq.* the ("UCL"), in that DEFENDANT, while acting as
21 employer, devised and implemented a scheme whereby PLAINTIFF and
22 the CALIFORNIA CLASS Members are forced to unlawfully, unfairly
23 and deceptively shoulder the cost of DEFENDANT's wages for all unpaid
24 wages, business related expenses, and DEFENDANT's share of
25 employment taxes, social security taxes, unemployment insurance and
26 workers' compensation insurance;

27 (b) Violating the California Unfair Competition laws, Cal. Bus. & Prof. Code
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- 1 (c) Whether DEFENDANT's policies, practices and pattern of conduct
2 described in this Complaint was and is unlawful;
- 3 (d) Whether DEFENDANT unlawfully failed to pay their share of state and
4 federal employment taxes as required by state and federal tax laws;
- 5 (e) Whether DEFENDANT's policy, practice and procedure of classifying the
6 CALIFORNIA CLASS Members as independent contractors exempt from
7 hourly wages laws for all time worked and failing to pay the
8 CALIFORNIA CLASS Members all amounts due violates applicable
9 provisions of California State law;
- 10 (f) Whether DEFENDANT unlawfully failed to keep and furnish the
11 CALIFORNIA CLASS Members with accurate records of all time
12 worked;
- 13 (g) Whether DEFENDANT has engaged in unfair competition by the
14 above-listed conduct; and,
- 15 (h) Whether DEFENDANT's conduct was willful.

16 29. This Class Action meets the statutory prerequisites for the maintenance of a Class
17 Action as set forth in Cal. Code of Civ. Proc. § 382, in that:

18 (a) The persons who comprise the CALIFORNIA CLASS are so numerous
19 that the joinder of all such persons is impracticable and the disposition of their claims as a class
20 will benefit the parties and the Court;

21 (b) Nearly all factual, legal, statutory, declaratory and injunctive relief issues
22 that are raised in this Complaint are common to the CALIFORNIA CLASS and will apply
23 uniformly to every CALIFORNIA CLASS Member;

24 (c) The claims of the representative PLAINTIFF are typical of the claims of
25 each member of the CALIFORNIA CLASS. PLAINTIFF, like all the CALIFORNIA CLASS
26 Members, was classified as an independent contractor upon hiring based on the defined
27 corporate policies and practices and labors under DEFENDANT's systematic procedure that
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1 failed to properly classify the PLAINTIFF and the CALIFORNIA CLASS Members.
2 PLAINTIFF sustained economic injury as a result of DEFENDANT's employment practices.
3 PLAINTIFF and the CALIFORNIA CLASS Members were and are similarly or identically
4 harmed by the same unlawful, unfair, deceptive and persuasive pattern of misconduct engaged
5 in by DEFENDANT by deceptively telling all the CALIFORNIA CLASS Members that they
6 were not entitled to minimum wages, the employer's share of payment of payroll taxes and
7 mandatory insurance, and reimbursement for business expenses based on the defined corporate
8 policies and practices, and unfairly failed to pay these employees who were improperly
9 classified as independent contractors; and,

10 (d) The representative PLAINTIFF will fairly and adequately represent and
11 protect the interest of the CALIFORNIA CLASS, and has retained counsel who is competent
12 and experienced in Class Action litigation. There are no material conflicts between the claims
13 of the representative PLAINTIFF and the CALIFORNIA CLASS Members that would make
14 class certification inappropriate. Counsel for the CALIFORNIA CLASS will vigorously assert
15 the claims of all employees in the CALIFORNIA CLASS.

16 30. In addition to meeting the statutory prerequisites to a Class Action, this Action
17 is properly maintained as a Class Action pursuant to Cal. Code of Civ. Proc. § 382, in that:

18 (a) Without class certification and determination of declaratory, injunctive,
19 statutory and other legal questions within the class format, prosecution of separate actions by
20 individual members of the CALIFORNIA CLASS will create the risk of:

21 (i) Inconsistent or varying adjudications with respect to individual
22 members of the CALIFORNIA CLASS which would establish incompatible standards of
23 conduct for the parties opposing the CALIFORNIA CLASS; and/or,

24 (ii) Adjudication with respect to individual members of the
25 CALIFORNIA CLASS which would as a practical matter be dispositive of the interests of the
26 other members not party to the adjudication or substantially impair or impeded their ability to
27 protect their interests.

1 (b) The parties opposing the CALIFORNIA CLASS have acted on grounds
2 generally applicable to the CALIFORNIA CLASS making appropriate class-wide relief with
3 respect to the CALIFORNIA CLASS as a whole in that DEFENDANT uniformly classified and
4 treated the CALIFORNIA CLASS Members as independent contractors and, thereafter,
5 uniformly failed to take proper steps to determine whether the CALIFORNIA CLASS Members
6 were properly classified as independent contractors, and thereby denied these employees wages
7 and payments for business expenses and the employer's share of payroll taxes and mandatory
8 insurance as required by law.

9 (i) With respect to the First Cause of Action, the final relief on behalf
10 of the CALIFORNIA CLASS sought does not relate exclusively to restitution because through
11 this claim the PLAINTIFF seeks declaratory relief holding that DEFENDANT's policies and
12 practices constitute unfair competition, along with incidental equitable relief as may be
13 necessary to remedy the conduct declared to constitute unfair competition.

14 (c) Common questions of law and fact exist as to members of the
15 CALIFORNIA CLASS with respect to the practices and violations of California and federal law
16 as listed above, and predominate over any question affecting only individual members, and a
17 Class Action is superior to other available methods for the fair and efficient adjudication of the
18 controversy, including consideration of:

19 (i) The interest of the CALIFORNIA CLASS Members in individually
20 controlling the prosecution or defense of separate actions;

21 (ii) The extent and nature of any litigation concerning the controversy
22 already commenced by or against members of the CALIFORNIA CLASS;

23 (iii) In the context of wage litigation because as a practical matter a
24 substantial number of individual CALIFORNIA CLASS members will avoid asserting their
25 legal rights out of fear of retaliation by DEFENDANT, which may adversely affect an
26 individual's job with DEFENDANT or with a subsequent employer, the Class Action is the only
27 means to assert their claims through a representative;

1 (iv) The desirability or undesirability of concentration the litigation of
2 the claims in the particular forum;

3 (v) The difficulties likely to be encountered in the management of a
4 Class Action; and,

5 (vi) The basis of DEFENDANT's policies and practices uniformly
6 applied to all the CALIFORNIA CLASS Members.

7 31. The Court should permit this Action to be maintained as a Class Action pursuant
8 to Cal. Code of Civ. Proc. § 382 because:

9 (a) The questions of law and fact common to the CALIFORNIA CLASS
10 predominate over any question affecting only individual members;

11 (b) A Class Action is superior to any other available method for the fair and
12 efficient adjudication of the claims of the members of the CALIFORNIA CLASS;

13 (c) The CALIFORNIA CLASS Members are so numerous that it is impractical
14 to bring all CALIFORNIA CLASS Members before the Court;

15 (d) PLAINTIFF, and the CALIFORNIA CLASS Members, will not be able
16 to obtain effective and economic legal redress unless the action is maintained as a Class Action;

17 (e) There is a community of interest in obtaining appropriate legal and
18 equitable relief for the acts of unfair competition, statutory violations and other improprieties,
19 and in obtaining adequate compensation for the damages and injuries which DEFENDANT's
20 actions have inflicted upon the CALIFORNIA CLASS;

21 (f) There is a community of interest in ensuring that the combined assets and
22 available insurance of DEFENDANT are sufficient to adequately compensate the
23 CALIFORNIA CLASS Members for any injuries sustained;

24 (g) DEFENDANT has acted or has refused to act on grounds generally
25 applicable to the CALIFORNIA CLASS, thereby making final class-wide relief appropriate
26 with respect to the CLASS as a whole;

27 (h) The members of the CALIFORNIA CLASS are readily ascertainable from
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1 the business records of DEFENDANT. The CALIFORNIA CLASS consists of all
2 DEFENDANT's Drivers in California classified as independent contractors during the
3 CALIFORNIA CLASS PERIOD and subjected to DEFENDANT's policies, practices and
4 procedures as herein alleged; and,

5 (i) Class treatment provides manageable judicial treatment calculated to bring
6 an efficient and rapid conclusion to all litigation of all wage and hour related claims arising out
7 of DEFENDANT's conduct as to the CALIFORNIA CLASS Members.

8 32. DEFENDANT maintains records from which the Court can ascertain and identify
9 by name and job title, each of DEFENDANT's employees who have been systematically,
10 intentionally and uniformly subjected to DEFENDANT's corporate policies, practices and
11 procedures as herein alleged. PLAINTIFF will seek leave to amend the complaint to include
12 any additional job titles of similarly situated employees when they have been identified.

13
14 **THE CALIFORNIA LABOR SUB-CLASS**

15 33. PLAINTIFF further brings the Second, Third, Fourth, Fifth, Sixth and Seventh
16 Causes of Action on behalf of a California sub-class, defined as all members of the
17 CALIFORNIA CLASS who are or previously were employed by Defendant Mack Trucking,
18 Inc. and Defendant Mack Trucking LP in California as Drivers and who were classified as
19 Independent Contractors (the "CALIFORNIA LABOR SUB-CLASS") at any time during the
20 period three (3) years prior to the filing of the Complaint and ending on the date as determined
21 by the Court (the "CALIFORNIA LABOR SUB-CLASS PERIOD") pursuant to Cal. Code of
22 Civ. Proc. § 382. The amount in controversy for the aggregate claim of CALIFORNIA LABOR
23 SUB-CLASS Members is under five million dollars (\$5,000,000.00).

24 34. DEFENDANT, as a matter of corporate policy, practice and procedure, and in
25 violation of the applicable California Labor Code ("Labor Code"), and Industrial Welfare
26 Commission ("IWC") Wage Order requirements intentionally, knowingly, and wilfully, on the
27 basis of job title alone and without regard to the actual overall requirements of the job,

1 systematically classified PLAINTIFF and the other members of the CALIFORNIA LABOR
2 SUB-CLASS as independent contractors in order to avoid the payment of all wages, and in
3 order to avoid the obligations under the applicable California Labor Code provisions. To the
4 extent equitable tolling operates to toll claims by the CALIFORNIA LABOR SUB-CLASS
5 against DEFENDANT, the CALIFORNIA LABOR SUB-CLASS PERIOD should be adjusted
6 accordingly.

7 35. DEFENDANT maintains records from which the Court can ascertain and identify
8 by job title each of DEFENDANT's employees who as CALIFORNIA LABOR SUB-CLASS
9 Members have been systematically, intentionally and uniformly misclassified as independent
10 contractors as a matter of DEFENDANT's corporate policy, practices and procedures.
11 PLAINTIFF will seek leave to amend the complaint to include these additional job titles when
12 they have been identified.

13 36. The CALIFORNIA LABOR SUB-CLASS is so numerous that joinder of all
14 CALIFORNIA LABOR SUB-CLASS Members is impracticable.

15 37. DEFENDANT, as a matter of corporate policy, practice and procedure,
16 erroneously classified all Drivers as independent contractors making these employees exempt
17 from California labor laws. All Drivers, including PLAINTIFF, performed the same finite set
18 of tasks and were paid by DEFENDANT according to uniform and systematic company
19 procedures, which, as alleged herein above, failed to correctly pay minimum wage
20 compensation. This business practice was uniformly applied to each and every member of the
21 CALIFORNIA LABOR SUB-CLASS, and therefore, the propriety of this conduct can be
22 adjudicated on a class-wide basis.

23 38. DEFENDANT violated the rights of the CALIFORNIA LABOR SUB-CLASS
24 under California law by:

- 25 (a) Violating Cal. Lab. Code §§ 1194, 1197 & 1197.1 *et seq.*, by
26 misclassifying and thereby failing to pay PLAINTIFF and the members of
27 the CALIFORNIA LABOR SUB-CLASS the correct minimum wages for
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which DEFENDANT is liable;

- (b) Violating Cal. Lab. Code §§ 226.7 and 512, by failing to provide PLAINTIFF and the other members of the CALIFORNIA CLASS with all legally required off-duty, uninterrupted thirty (30) minute meal breaks and the legally required rest breaks;
- (c) Violating Cal. Lab. Code § 226 by failing to provide PLAINTIFF and the members of the CALIFORNIA LABOR SUB-CLASS who were improperly classified as independent contractors with an accurate itemized statement in writing showing the gross wages earned, the net wages earned, all applicable hourly rates in effect during the pay period and the corresponding amount of time worked at each hourly rate by the employee;
- (d) Violating Cal. Lab. Code § 2802 by failing to reimburse PLAINTIFF and the CALIFORNIA CLASS members with necessary expenses incurred in the discharge of their job duties; and,
- (e) Violating Cal. Lab. Code §§ 201, 202 and/or 203, which provides that when an employee is discharged or quits from employment, the employer must pay the employee all wages due without abatement, by failing to tender full payment and/or restitution of wages owed or in the manner required by California law to the members of the CALIFORNIA LABOR SUB-CLASS who have terminated their employment.

39. This Class Action meets the statutory prerequisites for the maintenance of a Class Action as set forth in Cal. Code of Civ. Proc. § 382, in that:

- (a) The persons who comprise the CALIFORNIA LABOR SUB-CLASS are so numerous that the joinder of all CALIFORNIA LABOR SUB-CLASS Members is impracticable and the disposition of their claims as a class will benefit the parties and the Court;

1 (b) Nearly all factual, legal, statutory, declaratory and injunctive relief issues
2 that are raised in this Complaint are common to the CALIFORNIA
3 LABOR SUB-CLASS and will apply uniformly to every member of the
4 CALIFORNIA LABOR SUB-CLASS;

5 (c) The claims of the representative PLAINTIFF are typical of the claims of
6 each member of the CALIFORNIA LABOR SUB-CLASS. PLAINTIFF,
7 like all other members of the CALIFORNIA LABOR SUB-CLASS was
8 improperly classified as an independent contractor and was thus denied
9 minimum wage pay and meal and rest breaks, among other things, as a
10 result of DEFENDANT's systematic classification practices. PLAINTIFF
11 and all other members of the CALIFORNIA LABOR SUB-CLASS
12 sustained economic injuries arising from DEFENDANT's violations of the
13 laws of California; and,

14 (d) The representative PLAINTIFF will fairly and adequately represent and
15 protect the interest of the CALIFORNIA LABOR SUB-CLASS, and has
16 retained counsel who are competent and experienced in Class Action
17 litigation. There are no material conflicts between the claims of the
18 representative PLAINTIFF and the members of the CALIFORNIA
19 LABOR SUB-CLASS that would make class certification inappropriate.
20 Counsel for the CALIFORNIA LABOR SUB-CLASS will vigorously
21 assert the claims of all CALIFORNIA LABOR SUB-CLASS Members.

22 40. In addition to meeting the statutory prerequisites to a Class Action, this action is
23 properly maintained as a Class Action pursuant to Cal. Code of Civ. Proc. § 382, in that:

24 (a) Without class certification and determination of declaratory, injunctive,
25 statutory and other legal questions within the class format, prosecution of
26 separate actions by individual members of the CALIFORNIA LABOR
27 SUB-CLASS will create the risk of:
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- 1) Inconsistent or varying adjudications with respect to individual members of the CALIFORNIA LABOR SUB-CLASS which would establish incompatible standards of conduct for the parties opposing the CALIFORNIA LABOR SUB-CLASS; or,
- 2) Adjudication with respect to individual members of the CALIFORNIA LABOR SUB-CLASS which would as a practical matter be dispositive of interests of the other members not party to the adjudication or substantially impair or impede their ability to protect their interests.

(b) The parties opposing the CALIFORNIA LABOR SUB-CLASS have acted or refused to act on grounds generally applicable to the CALIFORNIA LABOR SUB-CLASS, making appropriate class-wide relief with respect to the CALIFORNIA LABOR SUB-CLASS as a whole in that the DEFENDANT uniformly classified and treated the members of the CALIFORNIA LABOR SUB-CLASS as independent contractors and, thereafter, uniformly failed to take proper steps to determine whether the CALIFORNIA LABOR SUB-CLASS Members were properly classified as independent contractors, and thereby denied these employees the protections afforded to them under the California Labor Code;

(c) Common questions of law and fact predominate as to the members of the CALIFORNIA LABOR SUB-CLASS, with respect to the practices and violations of California law as listed above, and predominate over any question affecting only individual CALIFORNIA LABOR SUB-CLASS Members, and a Class Action is superior to other available methods for the fair and efficient adjudication of the controversy, including consideration of:

- 1) The interests of the members of the CALIFORNIA LABOR SUB-

1 CLASS in individually controlling the prosecution or defense of
2 separate actions in that the substantial expense of individual actions
3 will be avoided to recover the relatively small amount of economic
4 losses sustained by the individual CALIFORNIA LABOR SUB-
5 CLASS Members when compared to the substantial expense and
6 burden of individual prosecution of this litigation;

7 2) Class certification will obviate the need for unduly duplicative
8 litigation that would create the risk of:

9 A. Inconsistent or varying adjudications with respect to
10 individual members of the CALIFORNIA LABOR SUB-
11 CLASS, which would establish incompatible standards of
12 conduct for the DEFENDANT; and/or,

13 B. Adjudications with respect to individual members of the
14 CALIFORNIA LABOR SUB-CLASS would as a practical
15 matter be dispositive of the interests of the other members
16 not parties to the adjudication or substantially impair or
17 impede their ability to protect their interests;

18 3) In the context of wage litigation because a substantial number of
19 individual CALIFORNIA LABOR SUB-CLASS Members will
20 avoid asserting their legal rights out of fear of retaliation by
21 DEFENDANT, which may adversely affect an individual's job
22 with DEFENDANT or with a subsequent employer, the Class
23 Action is the only means to assert their claims through a
24 representative; and,

25 4) A class action is superior to other available methods for the fair and
26 efficient adjudication of this litigation because class treatment will
27 obviate the need for unduly and unnecessary duplicative litigation
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1 that is likely to result in the absence of certification of this action
2 pursuant to Cal. Code of Civ. Proc. § 382.

3 41. This Court should permit this action to be maintained as a Class Action pursuant
4 to Cal. Code of Civ. Proc. § 382 because:

- 5 (a) The questions of law and fact common to the CALIFORNIA LABOR
6 SUB-CLASS predominate over any question affecting only individual
7 CALIFORNIA LABOR SUB-CLASS Members;
- 8 (b) A Class Action is superior to any other available method for the fair and
9 efficient adjudication of the claims of the members of the CALIFORNIA
10 LABOR SUB-CLASS because in the context of employment litigation a
11 substantial number of individual CALIFORNIA LABOR SUB-CLASS
12 Members will avoid asserting their rights individually out of fear of
13 retaliation or adverse impact on their employment;
- 14 (c) The members of the CALIFORNIA LABOR SUB-CLASS are so
15 numerous that it is impractical to bring all members of the CALIFORNIA
16 LABOR SUB-CLASS before the Court;
- 17 (d) PLAINTIFF, and the other CALIFORNIA LABOR SUB-CLASS
18 Members, will not be able to obtain effective and economic legal redress
19 unless the action is maintained as a Class Action;
- 20 (e) There is a community of interest in obtaining appropriate legal and
21 equitable relief for the acts of unfair competition, statutory violations and
22 other improprieties, and in obtaining adequate compensation for the
23 damages and injuries which DEFENDANT's actions have inflicted upon
24 the CALIFORNIA LABOR SUB-CLASS;
- 25 (f) There is a community of interest in ensuring that the combined assets of
26 DEFENDANT are sufficient to adequately compensate the members of the
27 CALIFORNIA LABOR SUB-CLASS for the injuries sustained;
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- 1 (g) DEFENDANT has acted or refused to act on grounds generally applicable
2 to the CALIFORNIA LABOR SUB-CLASS, thereby making final class-
3 wide relief appropriate with respect to the CALIFORNIA LABOR SUB-
4 CLASS as a whole;
- 5 (h) The members of the CALIFORNIA LABOR SUB-CLASS are readily
6 ascertainable from the business records of DEFENDANT. The
7 CALIFORNIA LABOR SUB-CLASS consists of all CALIFORNIA
8 CLASS Members who are or previously were employed by DEFENDANT
9 in California as Drivers and classified as independent contractors during
10 the CALIFORNIA LABOR SUB-CLASS PERIOD; and,
- 11 (i) Class treatment provides manageable judicial treatment calculated to bring
12 a efficient and rapid conclusion to all litigation of all wage and hour
13 related claims arising out of the conduct of DEFENDANT.

14
15 **JURISDICTION AND VENUE**

16 42. This Court has jurisdiction over this Action pursuant to California Code of Civil
17 Procedure, Section 410.10 and California Business & Professions Code, Section 17203. This
18 Action is brought as a Class Action on behalf PLAINTIFF and on behalf of similarly situated
19 employees of DEFENDANT pursuant to Cal. Code of Civ. Proc. Section 382.

20 43. Venue is proper in this Court pursuant to Cal. Code of Civ. Proc. Sections 395 and
21 395.5, because DEFENDANT (i) currently maintains and at all relevant times maintained its
22 principal offices and facilities in this County and/or conducts substantial business in this
23 County, and (ii) committed the wrongful conduct herein alleged in this County against members
24 of the CALIFORNIA CLASS and CALIFORNIA LABOR SUB-CLASS.

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1 **FIRST CAUSE OF ACTION**

2 **For Unlawful, Unfair and Deceptive Business Practices**

3 **[Cal. Bus. & Prof. Code §§ 17200, *et seq.*]**

4 **(By PLAINTIFF and the CLASS and Against All Defendants)**

5 44. PLAINTIFF and the CALIFORNIA CLASS Members reallege and incorporate
6 by this reference, as though fully set forth herein, the prior paragraphs of this Complaint.

7 45. DEFENDANT is a "person" as that term is defined under Cal. Bus. & Prof. Code
8 § 17021.

9 46. Section 17200 of the California Business & Professions Code defines unfair
10 competition as any unlawful, unfair or fraudulent business act or practice. Section 17200
11 applies to violations of labor laws in the employment context. Section 17203 authorizes
12 injunctive, declaratory and/or other equitable relief with respect to unfair competition as
13 follows:

14 Any person who engages, has engaged, or proposes to engage in unfair
15 competition may be enjoined in any court of competent jurisdiction. The court
16 may take such orders or judgments, including the appointment of a receiver, as
17 may be necessary to prevent the use or employment by any person of any practice
which constitutes unfair competition, as defined in this chapter, or as may be
necessary to restore to any person in interest any money or property, real or
personal, which may have been acquired by means of such unfair competition.

18 California Business & Professions Code § 17203.

19 47. By the conduct alleged herein, DEFENDANT has engaged and continues to
20 engage in a business practice which violates California law, including but not limited to the
21 applicable Industrial Wage Orders, the California Labor Code including Sections 204, 221,
22 226.7, 226.8, 512, 558, 1194, 1197, 1197.1, 1198, & 2802, and California Code of Regulations
23 § 11090, for which this Court should issue declaratory, injunctive, and other equitable relief,
24 pursuant to Cal. Bus. & Prof § 17203, as may be necessary to prevent and remedy the conduct
25 held to constitute unfair competition, including restitution of wages wrongfully withheld,
26 business expenses wrongfully withheld and for the payment of the employer's share of income
27 taxes, social security taxes, unemployment insurance and workers' compensation insurance.

1 48. By the conduct alleged herein DEFENDANT has obtained valuable property,
2 money, and services from PLAINTIFF, and the other members of the CALIFORNIA CLASS,
3 and has deprived them of valuable rights and benefits guaranteed by law, all to their detriment
4 and to the benefit of DEFENDANT so as to allow DEFENDANT to unfairly compete.
5 Declaratory and injunctive relief is necessary to prevent and remedy this unfair competition, and
6 pecuniary compensation alone would not afford adequate and complete relief.

7 49. All the acts described herein as violations of, among other things, the California
8 Labor Code, California Code of Regulations and the Industrial Welfare Commission Wage
9 Orders, were unlawful, were in violation of public policy, were immoral, unethical, oppressive,
10 and unscrupulous, and were likely to deceive employees, and thereby constitute deceptive,
11 unfair and unlawful business practices in violation of Cal. Bus. and Prof. Code §§ 17200, *et seq.*

12 50. By the conduct alleged herein, DEFENDANT's practices were deceptive and
13 fraudulent in that DEFENDANT's uniform policy and practice was to represent to the
14 CALIFORNIA CLASS Members that they were not entitled to minimum wages, payment for
15 payroll taxes or mandatory insurance and other benefits as required by California law, when in
16 fact these representations were false and likely to deceive and for which this Court should
17 issue injunctive and equitable relief, pursuant to Cal. Bus. & Prof. Code § 17203, including
18 restitution of wages wrongfully withheld.

19 51. By the conduct alleged herein, DEFENDANT's practices were also unlawful,
20 unfair and deceptive in that DEFENDANT's employment practices caused PLAINTIFF and the
21 other members of the CALIFORNIA CLASS to be underpaid during their employment with
22 DEFENDANT.

23 52. PLAINTIFF and the other members of the CALIFORNIA CLASS are entitled to,
24 and do, seek such relief as may be necessary to restore to them the money and property which
25 DEFENDANT has acquired, or of which PLAINTIFF and the other members of the
26 CALIFORNIA CLASS have been deprived, by means of the above described unlawful and
27 unfair business practices, including earned but unpaid wages for all time worked.

1 53. PLAINTIFF and the other members of the CALIFORNIA CLASS are further
2 entitled to, and do, seek a declaration that the described business practices were unlawful, unfair
3 and deceptive, and that injunctive relief should be issued restraining DEFENDANT from
4 engaging in any unlawful and unfair business practices in the future.

5 54. By the conduct alleged herein, DEFENDANT's practices were also unlawful,
6 unfair and deceptive in that DEFENDANT's uniform policies, practices and procedures failed
7 to provide all legally required meal and rest breaks to PLAINTIFF and the other members of
8 the CALIFORNIA CLASS as required by Cal. Lab. Code §§ 226.7 and 512.

9 55. Therefore, PLAINTIFF demands on behalf of himself and on behalf of each
10 CALIFORNIA CLASS member, minimum wages, payment for the employer's share of payroll
11 taxes and mandatory insurance, and one (1) hour of pay for each workday in which an off-duty
12 meal period was not timely provided for each five (5) hours of work, and/or one (1) hour of pay
13 for each workday in which a second off-duty meal period was not timely provided for each ten
14 (10) hours of work.

15 56. PLAINTIFF further demands on behalf of himself and each member of the
16 CALIFORNIA LABOR SUB-CLASS, one (1) hour of pay for each workday in which a rest
17 period was not timely provided as required by law.

18 57. By and through the unlawful and unfair business practices described herein,
19 DEFENDANT has obtained valuable property, money and services from PLAINTIFF and the
20 other members of the CALIFORNIA CLASS, including earned wages for all time worked and
21 has deprived them of valuable rights and benefits guaranteed by law and contract, all to the
22 detriment of these employees and to the benefit of DEFENDANT so as to allow DEFENDANT
23 to unfairly compete against competitors who comply with the law.

24 58. All the acts described herein as violations of, among other things, the Industrial
25 Welfare Commission Wage Orders, the California Code of Regulations, and the California
26 Labor Code, are unlawful and in violation of public policy, are immoral, unethical, oppressive
27 and unscrupulous, are deceptive, and thereby constitute unlawful, unfair and deceptive business
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1 practices in violation of Cal. Bus. & Prof. Code §§ 17200 *et seq.*

2 59. PLAINTIFF and the other members of the CALIFORNIA CLASS are entitled to,
3 and do, seek such relief as may be necessary to restore to them the money and property which
4 DEFENDANT has acquired, or of which PLAINTIFF and the other members of the
5 CALIFORNIA CLASS have been deprived, by means of the above described unlawful and
6 unfair business practices.

7 60. PLAINTIFF and the other members of the CALIFORNIA CLASS are further
8 entitled to, and do, seek a declaration that the described business practices are unlawful, unfair
9 and deceptive, and that injunctive relief should be issued restraining DEFENDANT from
10 engaging in any unlawful and unfair business practices in the future.

11 61. PLAINTIFF and the other members of the CALIFORNIA CLASS have no plain,
12 speedy and/or adequate remedy at law that will end the unlawful and unfair business practices
13 of DEFENDANT. Further, the practices herein alleged presently continue to occur unabated.
14 As a result of the unlawful and unfair business practices described herein, PLAINTIFF and the
15 other members of the CALIFORNIA CLASS have suffered and will continue to suffer
16 irreparable legal and economic harm unless DEFENDANT is restrained from continuing to
17 engage in these unlawful and unfair business practices.

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19 **SECOND CAUSE OF ACTION**

20 **For Failure To Pay Minimum Wages**

21 **[Cal. Lab. Code §§ 1194, 1197 and 1197.1]**

22 **(By PLAINTIFF and the CALIFORNIA LABOR SUB-CLASS**

23 **and Against All Defendants)**

24 62. PLAINTIFF, and the other members of the CALIFORNIA LABOR SUB-
25 CLASS, reallege and incorporate by this reference, as though fully set forth herein, the prior
26 paragraphs of this Complaint.

27 63. PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-CLASS

1 bring a claim for DEFENDANT's willful and intentional violations of the California Labor
2 Code and the Industrial Welfare Commission requirements for DEFENDANT's failure to
3 accurately calculate and pay minimum wages to PLAINTIFF and CALIFORNIA CLASS
4 Members.

5 64. Pursuant to Cal. Lab. Code § 204, other applicable laws and regulations, and
6 public policy, an employer must timely pay its employees for all hours worked.

7 65. Cal. Lab. Code § 1197 provides the minimum wage for employees fixed by the
8 commission is the minimum wage to be paid to employees, and the payment of a less wage than
9 the minimum so fixed is unlawful.

10 66. Cal. Lab. Code § 1194 establishes an employee's right to recover unpaid wages,
11 including minimum wage compensation and interest thereon, together with the costs of suit.

12 67. DEFENDANT maintained a uniform wage practice of paying PLAINTIFF and
13 the other members of the CALIFORNIA LABOR SUB-CLASS without regard to the correct
14 amount of time they worked. As set forth herein, DEFENDANT's uniform policy and practice
15 was to unlawfully and intentionally deny timely payment of wages due to PLAINTIFF and the
16 other members of the CALIFORNIA LABOR SUB-CLASS.

17 68. DEFENDANT's uniform pattern of unlawful wage and hour practices manifested,
18 without limitation, applicable to the CALIFORNIA LABOR SUB-CLASS as a whole, as a
19 result of implementing a uniform policy and practice that denied accurate compensation to
20 PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-CLASS in regards to
21 minimum wage pay.

22 69. In committing these violations of the California Labor Code, DEFENDANT
23 inaccurately calculates the correct time worked and consequently underpays the actual time
24 worked by PLAINTIFF and other members of the CALIFORNIA LABOR SUB-CLASS.
25 DEFENDANT acted in an illegal attempt to avoid the payment of all earned wages, and other
26 benefits in violation of the California Labor Code, the Industrial Welfare Commission
27 requirements and other applicable laws and regulations.

1 70. As a direct result of DEFENDANT’s unlawful wage practices as alleged herein,
2 PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-CLASS do not receive
3 the correct minimum wage compensation for their time worked for DEFENDANT.

4 71. During the CALIFORNIA LABOR SUB-CLASS PERIOD, PLAINTIFF and the
5 other members of the CALIFORNIA LABOR SUB-CLASS were paid less for time worked that
6 they were entitled to, constituting a failure to pay all earned wages.

7 72. By virtue of DEFENDANT’s unlawful failure to accurately pay all earned
8 compensation to PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-
9 CLASS for the true time they worked, PLAINTIFF and the other members of the
10 CALIFORNIA LABOR SUB-CLASS have suffered and will continue to suffer an economic
11 injury in amounts which are presently unknown to them and which will be ascertained
12 according to proof at trial.

13 73. DEFENDANT knew or should have known that PLAINTIFF and the other
14 members of the CALIFORNIA LABOR SUB-CLASS are under compensated for their time
15 worked. DEFENDANT systematically elected, either through intentional malfeasance or gross
16 nonfeasance, to not pay PLAINTIFF and other CALIFORNIA LABOR SUB-CLASS Members
17 for their labor as a matter of uniform company policy, practice and procedure, and
18 DEFENDANT perpetrated this systematic scheme by refusing to pay PLAINTIFF and the other
19 members of the CALIFORNIA LABOR SUB-CLASS the correct minimum wages for their time
20 worked.

21 74. In performing the acts and practices herein alleged in violation of California labor
22 laws, and refusing to compensate the members of the CALIFORNIA LABOR SUB-CLASS for
23 all time worked and provide them with the requisite compensation, DEFENDANT acted and
24 continues to act intentionally, oppressively, and maliciously toward PLAINTIFF and the other
25 members of the CALIFORNIA LABOR SUB-CLASS with a conscious of and utter disregard
26 for their legal rights, or the consequences to them, and with the despicable intent of depriving
27 them of their property and legal rights, and otherwise causing them injury in order to increase
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1 company profits at the expense of these employees.

2 75. PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-CLASS
3 therefore request recovery of all unpaid wages, according to proof, interest, statutory costs, as
4 well as the assessment of any statutory penalties against DEFENDANT, in a sum as provided
5 by the California Labor Code and/or other applicable statutes. To the extent minimum wage
6 compensation is determined to be owed to the CALIFORNIA LABOR SUB-CLASS Members
7 who have terminated their employment, DEFENDANT's conduct also violates Labor Code §§
8 201 and/or 202, and therefore these individuals are also be entitled to waiting time penalties
9 under Cal. Lab. Code § 203, which penalties are sought herein on behalf of these CALIFORNIA
10 LABOR SUB-CLASS Members. DEFENDANT's conduct as alleged herein was willful,
11 intentional and not in good faith. Further, PLAINTIFF and other CALIFORNIA LABOR SUB-
12 CLASS Members are entitled to seek and recover statutory costs.

13
14 **THIRD CAUSE OF ACTION**

15 **For Failure to Provide Required Meal Periods**

16 **[Cal. Lab. Code §§ 226.7 & 512]**

17 **(By PLAINTIFF and the CALIFORNIA LABOR SUB-CLASS and Against All**
18 **Defendants)**

19 76. PLAINTIFF, and the other members of the CALIFORNIA LABOR SUB-
20 CLASS, reallege and incorporate by this reference, as though fully set forth herein, the prior
21 paragraphs of this Complaint.

22 77. During the CALIFORNIA CLASS PERIOD, from time to time,
23 DEFENDANT failed to provide all the legally required off-duty meal breaks to PLAINTIFF
24 and the other CALIFORNIA LABOR SUB-CLASS Members as required by the applicable
25 Wage Order and Labor Code. The nature of the work performed by PLAINTIFF and
26 CALIFORNIA LABOR SUB-CLASS MEMBERS did not prevent these employees from
27 being relieved of all of their duties for the legally required off-duty meal periods. As a result
28

1 of their rigorous work schedules, PLAINTIFF and other CALIFORNIA LABOR SUB-
2 CLASS Members were often not fully relieved of duty by DEFENDANT for their meal
3 periods. Additionally, DEFENDANT's failure to provide PLAINTIFF and the
4 CALIFORNIA LABOR SUB-CLASS Members with legally required meal breaks prior to
5 their fifth (5th) hour of work is evidenced by DEFENDANT's business records. As a result,
6 PLAINTIFF and other members of the CALIFORNIA LABOR SUB-CLASS therefore
7 forfeited meal breaks without additional compensation and in accordance with
8 DEFENDANT's strict corporate policy and practice.

9 78. DEFENDANT further violated California Labor Code §§ 226.7 and the
10 applicable IWC Wage Order by failing to compensate PLAINTIFF and CALIFORNIA
11 LABOR SUB-CLASS Members who were not provided a meal period, in accordance with
12 the applicable Wage Order, one additional hour of compensation at each employee's regular
13 rate of pay for each workday that a meal period was not provided.

14 79. As a proximate result of the aforementioned violations, PLAINTIFF and
15 CALIFORNIA LABOR SUB-CLASS Members have been damaged in an amount according
16 to proof at trial, and seek all wages earned and due, interest, penalties, expenses and costs of
17 suit.

18
19 **FOURTH CAUSE OF ACTION**

20 **For Failure to Provide Required Rest Periods**

21 **[Cal. Lab. Code §§ 226.7 & 512]**

22 **(By PLAINTIFF and the CALIFORNIA LABOR SUB-CLASS and Against All**
23 **Defendants)**

24 80. PLAINTIFF, and the other members of the CALIFORNIA LABOR SUB-
25 CLASS, reallege and incorporate by this reference, as though fully set forth herein, the prior
26 paragraphs of this Complaint.

27 81. Form time to time, PLAINTIFF and other CALIFORNIA LABOR SUB-
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1 CLASS Members were required to work in excess of four (4) hours without being provided
2 ten (10) minute rest periods. Further, these employees were denied their first rest periods of
3 at least ten (10) minutes for some shifts worked of at least two (2) to four (4) hours, a first
4 and second rest period of at least ten (10) minutes for some shifts worked of between six (6)
5 and eight (8) hours, and a first, second and third rest period of at least ten (10) minutes for
6 some shifts worked of ten (10) hours or more. PLAINTIFF and other CALIFORNIA
7 LABOR SUB-CLASS Members were also not provided with one hour wages in lieu thereof.
8 As a result of their rigorous work schedules, PLAINTIFF and other CALIFORNIA LABOR
9 SUB-CLASS Members were periodically denied their proper rest periods by DEFENDANT
10 and DEFENDANT's managers.

11 82. DEFENDANT further violated California Labor Code §§ 226.7 and the
12 applicable IWC Wage Order by failing to compensate PLAINTIFF and CALIFORNIA
13 LABOR SUB-CLASS Members who were not provided a rest period, in accordance with
14 the applicable Wage Order, one additional hour of compensation at each employee's regular
15 rate of pay for each workday that rest period was not provided.

16 83. As a proximate result of the aforementioned violations, PLAINTIFF and
17 CALIFORNIA LABOR SUB-CLASS Members have been damaged in an amount according
18 to proof at trial, and seek all wages earned and due, interest, penalties, expenses and costs of
19 suit.

20
21 **FIFTH CAUSE OF ACTION**

22 **For Failure to Provide Accurate Itemized Statements**

23 **[Cal. Lab. Code § 226]**

24 **(By PLAINTIFF and the CALIFORNIA LABOR SUB-CLASS and Against All**
25 **Defendants)**

26 84. PLAINTIFF, and the other members of the CALIFORNIA LABOR SUB-
27 CLASS, reallege and incorporate by this reference, as though fully set forth herein, the prior
28

1 of this Complaint.

2 85. Cal. Labor Code § 226 provides that an employer must furnish employees with
3 an “accurate itemized statement in writing showing:

4 (1) gross wages earned,

5 (2) total hours worked by the employee, except for any employee whose
6 compensation is solely based on a salary and who is exempt from payment of
7 overtime under subdivision (a) of Section 515 or any applicable order of the
8 Industrial Welfare Commission,

9 (3) the number of piecerate units earned and any applicable piece rate if the employee
10 is paid on a piece-rate basis,

11 (4) all deductions, provided that all deductions made on written orders of the
12 employee may be aggregated and shown as one item,

13 (5) net wages earned,

14 (6) the inclusive dates of the period for which the employee is paid,

15 (7) the name of the employee and his or her social security number, except that by
16 January 1, 2008, only the last four digits of his or her social security number or an
17 employee identification number other than a social security number may be shown on
18 the itemized statement,

19 (8) the name and address of the legal entity that is the employer, and

20 (9) all applicable hourly rates in effect during the pay period and the corresponding
21 number of hours worked at each hourly rate by the employee.”

22 86. From time to time, DEFENDANT violated Labor Code § 226, in that
23 DEFENDANT failed and continues to fail to properly and accurately itemize the amount of
24 time worked by PLAINTIFF, and the other members of the CALIFORNIA LABOR SUB-
25 CLASS at the effective rates of pay. DEFENDANT also violated Labor Code Section 226
26 in that DEFENDANT failed to properly and accurately itemize the amount of penalties paid
27 to PLAINTIFF and other CALIFORNIA LABOR-SUB CLASS Members when they missed
28

1 their meal and rest breaks.

2 87. DEFENDANT knowingly and intentionally failed to comply with Labor Code
3 § 226, causing damages to PLAINTIFF, and the other members of the CALIFORNIA
4 LABOR SUB-CLASS. These damages include, but are not limited to, costs expended
5 calculating the true amount of time worked and the amount of employment taxes which were
6 not properly paid to state and federal tax authorities. These damages are difficult to
7 estimate. Therefore, PLAINTIFF, and the other members of the CALIFORNIA LABOR
8 SUB-CLASS elect to recover liquidated damages of \$50.00 for the initial pay period in
9 which the violation occurred, and \$100.00 for each violation in subsequent pay period
10 pursuant to Labor Code § 226, in an amount according to proof at the time of trial (but in no
11 event more than \$4,000.00 for PLAINTIFF and each respective member of the
12 CALIFORNIA LABOR SUB-CLASS herein).

13
14 **SIXTH CAUSE OF ACTION**

15 **For Failure to Reimburse Employees for Required Expenses**

16 **[Cal. Lab. Code § 2802]**

17 **(By PLAINTIFF and the CALIFORNIA LABOR SUB-CLASS and Against All**
18 **Defendants)**

19 88. PLAINTIFF and the other CALIFORNIA LABOR SUB-CLASS members
20 reallege and incorporate by this reference, as though fully set forth herein, paragraphs 1
21 through 79 of this Complaint.

22 89. Cal. Lab. Code § 2802 provides, in relevant part, that:

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

28 90. At all relevant times herein, DEFENDANT violated Cal. Lab. Code § 2802, by
failing to indemnify and reimburse PLAINTIFF and the CALIFORNIA LABOR SUB-

1 CLASS members for required expenses incurred in the discharge of their job duties for
2 DEFENDANT's benefit. Specifically, DEFENDANT failed to reimburse PLAINTIFF and
3 the CALIFORNIA LABOR SUB-CLASS members for expenses which included, but were
4 not limited to, the cost associated with the use of their personal cellular phones for
5 DEFENDANT's benefit. As a result, in the course of their employment with
6 DEFENDANT, PLAINTIFF and other members of the CALIFORNIA LABOR SUB-
7 CLASS incurred unreimbursed business expenses which included, but were not limited to,
8 the costs related to the use of their personal cellular phones all on behalf of and for the
9 benefit of DEFENDANT. DEFENDANT also required PLAINTIFF to personally incur and
10 pay for expenses, including, but not limited to, all costs and expenses of fueling the trucks
11 they drove in the discharge of their employment duties for DEFENDANT, all without
12 reimbursement from the DEFENDANT in violation of California Labor Code Section 2802.
13 These expenses are necessary to complete their principal job duties. DEFENDANT is
14 estopped by DEFENDANT's conduct to assert any waiver of this expectation. Although
15 these expenses are necessary expenses incurred by PLAINTIFF and the CALIFORNIA
16 LABOR SUB-CLASS members, DEFENDANT failed to indemnify and reimburse
17 PLAINTIFF and the CALIFORNIA LABOR SUB-CLASS members for these expenses as
18 an employer is required to do under the laws and regulations of California.

19 91. PLAINTIFF therefore demands reimbursement for expenditures or losses
20 incurred by them and the CALIFORNIA LABOR SUB-CLASS members in the discharge of
21 their job duties for DEFENDANT, or their obedience to the directions of DEFENDANT,
22 with interest at the statutory rate and costs under Cal. Lab. Code § 2802.

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1 employee who is discharged or who quits, the wages of the employee shall
2 continue as a penalty from the due date thereof at the same rate until paid
or until an action therefor is commenced; but the wages shall not continue
for more than 30 days.

3 98. The employment of PLAINTIFF and many other CALIFORNIA LABOR
4 SUB-CLASS Members has terminated, yet as to those individuals whose employment
5 terminated, DEFENDANT did not timely tender payment of all wages owed as required by
6 law.

7 99. Therefore, as provided by Cal Lab. Code § 203, on behalf of himself and the
8 members of the CALIFORNIA LABOR SUB-CLASS whose employment terminated,
9 PLAINTIFF demands thirty days of pay as penalty for not paying all wages due at time of
10 termination for all individuals in the CALIFORNIA LABOR SUB-CLASS who terminated
11 employment during the CALIFORNIA LABOR SUB-CLASS PERIOD plus interest and
12 statutory costs as allowed.

13
14 **PRAYER FOR RELIEF**

15 WHEREFORE, PLAINTIFF prays for judgment against each Defendant, jointly and
16 severally, as follows:

- 17 1. On behalf of the CALIFORNIA CLASS:
- 18 A) That the Court certify the First Cause of Action asserted by the CALIFORNIA
19 CLASS as a class action pursuant to Cal. Code of Civ. Proc. § 382;
- 20 B) An order temporarily, preliminarily and permanently enjoining and restraining
21 DEFENDANT from engaging in similar unlawful conduct as set forth herein;
- 22 C) An order requiring DEFENDANT to pay minimum wages and all sums
23 unlawfully withheld from compensation due to PLAINTIFF and the other
24 members of the CALIFORNIA CLASS; and,
- 25 D) Restitutionary disgorgement of DEFENDANT's ill-gotten gains into a fluid
26 fund for restitution of the sums incidental to DEFENDANT's violations due to
27 PLAINTIFF and to the other members of the CALIFORNIA CLASS.

- 1 2. On behalf of the CALIFORNIA LABOR SUB-CLASS:
- 2 A) That the Court certify the Second, Third, Fourth, Fifth, Sixth and Seventh
- 3 Causes of Action asserted by the CALIFORNIA LABOR SUB-CLASS as a
- 4 class action pursuant to Cal. Code of Civ. Proc. § 382;
- 5 B) Compensatory damages, according to proof at trial, including compensation
- 6 due PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-
- 7 CLASS, during the applicable CALIFORNIA LABOR SUB-CLASS PERIOD
- 8 plus interest thereon at the statutory rate;
- 9 C) The wages of all terminated individuals in the CALIFORNIA LABOR
- 10 SUB-CLASS as a penalty from the due date thereof at the same rate until paid
- 11 or until an action therefore is commenced, in accordance with Cal. Lab. Code
- 12 § 203;
- 13 D) The greater of all actual damages or fifty dollars (\$50) for the initial pay
- 14 period in which a violation occurs and one hundred dollars (\$100) per each
- 15 member of the CALIFORNIA LABOR SUB-CLASS for each violation in a
- 16 subsequent pay period, not exceeding an aggregate penalty of four thousand
- 17 dollars (\$4,000), and an award of costs for violation of Cal. Lab. Code § 226;
- 18 E) Meal and rest period compensation pursuant to California Labor Code Section
- 19 226.7 and the applicable IWC Wage Order; and,
- 20 F) The amount of the expenses PLAINTIFF and each member of the
- 21 CALIFORNIA LABOR SUBCLASS incurred in the course of their job duties,
- 22 plus interest, and costs of suit.

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3. On all claims:
- A) An award of interest, including prejudgment interest at the legal rate;
 - B) Such other and further relief as the Court deems just and equitable; and,
 - C) An award of penalties, attorneys' fees and cost of suit, as allowable under the law, including, but not limited to, pursuant to Labor Code §218.5, §226 and/or §1194, and/or §2802.

Dated: September 20, 2019

ZAKAY LAW GROUP, APLC

By: 
Shani O. Zakay
Attorneys for Plaintiff


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DEMAND FOR JURY TRIAL

PLAINTIFF demands a jury trial on issues triable to a jury.

Dated: September 20 , 2019

ZAKAY LAW GROUP, APLC

By: 
Shani O. Zakay
Attorneys for Plaintiff