

**SUMMONS
(CITACION JUDICIAL)**

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

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

CAPITOL TRUCK LINES INC., a California corporation; and DOES 1-50, Inclusive,

ELECTRONICALLY FILED

Superior Court of California,
County of Kern

By: Alexandra Valles-Guerrero
Deputy Clerk

12/19/2025

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

MARVIN YOUNG, an individual, on behalf of Plaintiff, and on behalf of all persons similarly situated,

NOTICE! You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below.

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. **NOTE:** The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case. **¡AVISO!** Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación.

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.sucorte.ca.gov), 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.sucorte.ca.gov) o poniéndose en contacto con la corte o el colegio de abogados locales. **AVISO:** Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de \$10,000 ó más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desechar el caso.

The name and address of the court is:

(El nombre y dirección de la corte es): Kern Superior Court
Metro Division - 1215 Truxtun Avenue, Bakersfield, CA 93301

CASE NUMBER:
(Número del Caso):

25CUB01037

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):

Jean-Claude Lapuyade, Esq. T: (619) 599-8292 JCL Law Firm, APC - 5440 Morehouse Drive, Suite 3600, San Diego, CA 92121

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DATE: **12/19/2025** Tara Leal Clerk, by /s/ Alexandra Valles Deputy (Fecha) 12/19/2025 Tara Leal (Secretario) /s/ Alexandra Valles (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):

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ELECTRONICALLY FILED

Superior Court of California,
County of Kern
By: Alexandra Valles-Guerrero
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12/19/25 2:25 PM

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Attorneys for PLAINTIFF

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF KERN

MARVIN YOUNG, an individual, on behalf of
Plaintiff, and on behalf of all persons similarly
situated,

Plaintiff,

v.

CAPITOL TRUCK LINES INC., a California
corporation; and DOES 1-50, Inclusive,

Defendants.

Case No: 25CUB01037

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 ACCURATE ITEMIZED STATEMENTS IN VIOLATION OF CAL. LAB. CODE § 226;
- 4) FAILURE TO PROVIDE WAGES WHEN DUE IN VIOLATION OF CAL. LAB. CODE §§ 201, 202 AND 203;
- 5) FAILURE TO REIMBURSE EMPLOYEES FOR REQUIRED EXPENSES IN VIOLATION OF CAL. LAB. CODE § 2802.

DEMAND FOR A JURY TRIAL

1 PLAINTIFF MARVIN YOUNG (“PLAINTIFF”), an individual, on behalf of PLAINTIFF
2 and all other similarly situated current and former employees, alleges on information and belief,
3 except for their own acts and knowledge which are based on personal knowledge, the following:

4 **PRELIMINARY ALLEGATIONS**

5 1. Defendant CAPITOL TRUCK LINES INC. (“DEFENDANT” and/or
6 DEFENDANTS”) is a California corporation that at all relevant times mentioned herein conducted
7 and continues to conduct substantial and regular business throughout California.

8 2. DEFENDANTS own and operate a trucking company in California, including in the
9 County of Kern, where PLAINTIFF worked.

10 3. PLAINTIFF was employed by DEFENDANTS in California from November of
11 2024 to January of 2025, as a non-exempt employee, paid in part on a piece-rate basis and entitled
12 payment of minimum wages due for all time worked.

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

16 5. PLAINTIFF brings this Class Action on behalf of PLAINTIFF and a California
17 class, defined as all persons who are or previously were employed by DEFENDANTS in California
18 and classified as non-exempt, exempt, piece-rate based, and/or commission-based employees (the
19 “CALIFORNIA CLASS”) at any time during the period beginning four (4) years prior to the filing
20 of this Complaint and ending on the date as determined by the Court (the “CLASS PERIOD”). The
21 amount in controversy for the aggregate claim of the CALIFORNIA CLASS members is under five
22 million dollars (\$5,000,000.00).

23 6. PLAINTIFF brings this Class Action on behalf of PLAINTIFF and a
24 CALIFORNIA CLASS in order to fully compensate the CALIFORNIA CLASS for their losses
25 incurred during the CLASS PERIOD caused by DEFENDANTS’ uniform policy and practice
26 which failed to lawfully compensate these employees. DEFENDANTS’ uniform policy and
27 practice alleged herein was an unlawful, unfair, and deceptive business practice whereby
28 DEFENDANTS retained and continue to retain wages due to PLAINTIFF and the other members

1 of the CALIFORNIA CLASS. PLAINTIFF and the other members of the CALIFORNIA CLASS
2 seek an injunction enjoining such conduct by DEFENDANTS in the future, relief for the named
3 PLAINTIFF and the other members of the CALIFORNIA CLASS who have been economically
4 injured by DEFENDANTS' past and current unlawful conduct, and all other appropriate legal and
5 equitable relief.

6 7. The true names and capacities, whether individual, corporate, subsidiary,
7 partnership, associate or otherwise of DEFENDANTS DOES 1 through 50, inclusive, are presently
8 unknown to PLAINTIFF who therefore sues these DEFENDANTS by such fictitious names
9 pursuant to California Civil Procedure Code Section 474. PLAINTIFF will seek leave to amend
10 this Complaint to allege the true names and capacities of DEFENDANTS DOES 1 through 50,
11 inclusive, when they are ascertained. PLAINTIFF is informed and believes, and based upon that
12 information and belief alleges, that the DEFENDANTS named in this Complaint, including
13 DEFENDANTS DOES 1 through 50, inclusive, are responsible in some manner for one or more of
14 the events and happenings that proximately caused the injuries and damages hereinafter alleged.

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

23 9. DEFENDANTS were PLAINTIFF'S employers or persons acting on behalf of
24 PLAINTIFF'S employer, within the meaning of California Labor Code Section 558, who violated
25 or caused to be violated, a Section of Part 2, Chapter 1 of the California Labor Code or any
26 provision regulating hours and days of work in any order of the Industrial Welfare Commission
27 and, as such, are subject to civil penalties for each underpaid employee, as set forth in Labor Code
28 Section 558, at all relevant times.

1 redeemed sick pay at the regular rate of pay, failed to reimburse PLAINTIFF and the other members
2 of the CALIFORNIA CLASS for business expenses, and failed to issue to PLAINTIFF and the
3 other members of the CALIFORNIA CLASS with accurate itemized wage statements showing,
4 among other things, all applicable hourly rates in effect during the pay periods and the
5 corresponding amount of time worked at each hourly rate. DEFENDANTS' uniform policies and
6 practices are intended to purposefully avoid the accurate and full payment for all time worked as
7 required by California law which allows DEFENDANTS to illegally profit and gain an unfair
8 advantage over competitors who comply with the law. To the extent equitable tolling operates to
9 toll claims by the CALIFORNIA CLASS against DEFENDANTS, the CLASS PERIOD should be
10 adjusted accordingly.

11 **A. Commission and Piece-Rate Violations**

12 16. From time-to-time during the CALIFORNIA CLASS PERIOD, PLAINTIFF and
13 the CALIFORNIA CLASS were paid in part on a commission and/or piece-rate basis. In those
14 instances where PLAINTIFF and the CALIFORNIA CLASS were paid in part on a commission
15 and/or piece-rate basis, PLAINTIFF and the CALIFORNIA CLASS were entitled to be separately
16 compensated for all non-productive time at an hourly rate that is no less than the applicable
17 minimum wage. Notwithstanding, in those instances where PLAINTIFF and the CALIFORNIA
18 CLASS were paid in part on a commission and/or piece-rate basis, DEFENDANTS failed to
19 separately compensate PLAINTIFF and the CALIFORNIA CLASS for all non-productive time at
20 an hourly rate that is no less than the applicable minimum wage. As a result, PLAINTIFF and the
21 CALIFORNIA CLASS forfeited minimum wages by DEFENDANTS' failure to separately
22 compensate their nonproductive time at an hourly rate that is no less than the applicable minimum
23 wage.

24 **B. Unreimbursed Business Expenses**

25 17. DEFENDANTS as a matter of corporate policy, practice, and procedure,
26 intentionally, knowingly, and systematically failed to reimburse and indemnify the PLAINTIFF
27 and the other CALIFORNIA CLASS members for required business expenses incurred by the
28 PLAINTIFF and other CALIFORNIA CLASS members in direct consequence of discharging their

1 duties on behalf of DEFENDANTS. Under California Labor Code Section 2802, employers are
2 required to indemnify employees for all expenses incurred in the course and scope of their
3 employment. California Labor Code Section 2802 expressly states that "an employer shall
4 indemnify his or her employee for all necessary expenditures or losses incurred by the employee
5 in direct consequence of the discharge of his or her duties, or of his or her obedience to the
6 directions of the employer, even though unlawful, unless the employee, at the time of obeying the
7 directions, believed them to be unlawful."

8 18. In the course of their employment, DEFENDANTS required PLAINTIFF and other
9 CALIFORNIA CLASS members to incur personal expenses for the use of their personal cell
10 phones as a result of and in furtherance of their job duties. Specifically, PLAINTIFF and other
11 CALIFORNIA CLASS members were required to use their personal cell phones in order to
12 perform work related tasks. However, DEFENDANTS unlawfully failed to reimburse PLAINTIFF
13 and other CALIFORNIA CLASS members for the use of their personal cell phones. As a result,
14 in the course of their employment with DEFENDANTS, the PLAINTIFF and other CALIFORNIA
15 CLASS members incurred unreimbursed business expenses that included, but were not limited to,
16 costs related to the use of their personal cell phones, all on behalf of and for the benefit of
17 DEFENDANTS.

18 **C. Wage Statement Violations**

19 19. California Labor Code Section 226 required an employer to furnish its employees
20 an accurate itemized wage statement in writing showing (1) gross wages earned, (2) total hours
21 worked, (3) the number of piece-rate units earned and any applicable piece-rate, (4) all deductions,
22 (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the
23 name of the employee and only the last four digits of the employee's social security number or an
24 employee identification number other than a social security number, (8) the name and address of
25 the legal entity that is the employer, and (9) all applicable hourly rates in effect during the pay
26 period and the corresponding number of hours worked at each hourly rate by the employee.

27 20. From time to time during the CLASS PERIOD, when PLAINTIFF and other
28 CALIFORNIA CLASS members were not paid for all hours worked, DEFENDANTS also failed

1 to provide PLAINTIFF and other CALIFORNIA CLASS members with complete and accurate
2 wage statements which failed to show, among other things, all deductions, the total hours worked
3 and all applicable hourly rates in effect during the pay period and the corresponding amount of time
4 worked at each hourly rate, or correct rates of pay for penalty payments.

5 21. Further, DEFENDANTS, from time to time, failed to provide PLAINTIFF and the
6 CALIFORNIA CLASS Members with wage statements that comply with California Labor Code
7 Section 226(a)(3). DEFENDANTS provided PLAINTIFF and the CALIFORNIA CLASS
8 Members with wage statements that failed to include the number of piece-rate units earned.

9 22. Further, DEFENDANTS from time to time failed to provide PLAINTIFF and the
10 CALIFORNIA CLASS members with wage statements that show all deductions, in violation of
11 California Labor Code Section 226(a)(4).

12 23. In addition to the foregoing, DEFENDANTS, from time to time, failed to provide
13 PLAINTIFF and the CALIFORNIA CLASS Members with wage statements that comply with
14 California Labor Code Section 226.

15 24. As a result, DEFENDANTS issued PLAINTIFF and other CALIFORNIA CLASS
16 members with wage statements that violate California Lab. Code § 226(a)(1)-(9). Further,
17 DEFENDANTS' violations are knowing and intentional and were not isolated due to an
18 unintentional payroll error due to clerical or inadvertent mistake.

19 **D. Off-the-Clock Work Resulting in Minimum Wage Violations**

20 25. During the CLASS PERIOD, from time-to-time DEFENDANTS failed and
21 continue to fail to accurately pay PLAINTIFF and other members of the CALIFORNIA CLASS
22 for all hours worked.

23 26. During the CLASS PERIOD, from time-to-time DEFENDANTS required
24 PLAINTIFF and other members of the CALIFORNIA CLASS to perform pre-shift or post-shift
25 work, including but not limited to, completing inspections, completing deliveries, strapping down
26 trailer loads, and sending and receiving work-related communications. This resulted in PLAINTIFF
27 and other CALIFORNIA CLASS members having to work while off-the-clock.

28 ///

1 27. DEFENDANTS directed and directly benefited from the undercompensated off-the-
2 clock work performed by PLAINTIFF and the other CALIFORNIA CLASS members.

3 28. DEFENDANTS controlled the work schedules, duties, and protocols, applications,
4 assignments, and employment conditions of PLAINTIFF and the other CALIFORNIA CLASS
5 members.

6 29. DEFENDANTS were able to track the amount of time PLAINTIFF and the other
7 members of the CALIFORNIA CLASS spent working; however, DEFENDANTS failed to
8 document, track, or pay PLAINTIFF and the other members of the CALIFORNIA CLASS all
9 wages earned and owed for all the work they performed.

10 30. PLAINTIFF and the other members of the CALIFORNIA CLASS were non-
11 exempt, exempt, piece-rated based, and/or commission-based employees, subject to the
12 requirements of the California Labor Code.

13 31. DEFENDANTS' policies and practices deprived PLAINTIFF and the other
14 CALIFORNIA CLASS members of all minimum wages owed for the off-the-clock work activities.

15 32. DEFENDANTS knew or should have known that PLAINTIFFS' and the other
16 CALIFORNIA CLASS members' off-the-clock work was compensable under the law.

17 33. As a result, PLAINTIFF and the other members of the CALIFORNIA CLASS
18 forfeited wages due to them for all hours worked at DEFENDANTS' direction, control, and benefit
19 for the time spent working while off-the-clock, including but not limited to, completing inspections,
20 completing deliveries, strapping down trailer loads, and sending and receiving work-related
21 communications. DEFENDANTS' uniform policy and practice to not pay PLAINTIFF and the
22 members of the CALIFORNIA CLASS wages for all hours worked in accordance with applicable
23 law is evidenced by DEFENDANTS' business records.

24 **E. Regular Rate Violation – Redeemed Sick Pay**

25 34. From time to time during the CLASS PERIOD, DEFENDANTS failed and
26 continues to fail to accurately calculate and pay PLAINTIFF and the other CALIFORNIA CLASS
27 members for their redeemed sick pay. As a result, PLAINTIFF and the other CALIFORNIA
28 CLASS members forfeited wages due to them for redeemed sick pay rates. DEFENDANTS'

1 uniform policy and practice not to pay the CALIFORNIA CLASS members at the correct rate for
2 all sick pay in accordance with applicable law is evidenced by DEFENDANTS' business records.

3 35. A component of PLAINTIFF'S and other CALIFORNIA CLASS members'
4 compensation was DEFENDANTS' non-discretionary incentive program that paid PLAINTIFF
5 and other CALIFORNIA CLASS members incentive wages based on their performance for
6 DEFENDANTS. The non-discretionary bonus program provided all employees paid on an hourly
7 basis with bonus compensation when the employees met the various performance goals set by
8 DEFENDANTS.

9 36. However, from time to time, when calculating the regular rate of pay in those pay
10 periods where PLAINTIFF and other CALIFORNIA CLASS members redeemed sick pay, and
11 earned non-discretionary bonuses, DEFENDANTS failed to accurately include the non-
12 discretionary bonus compensation as part of the employee's "regular rate of pay". Management
13 and supervisors described the incentive/bonus program to potential and new employees as part of
14 the compensation package. As a matter of law, the incentive compensation received by PLAINTIFF
15 and other CALIFORNIA CLASS members must be included in the "regular rate of pay." The
16 failure to do so has resulted in a systematic underpayment of redeemed sick pay to PLAINTIFF and
17 other CALIFORNIA CLASS members by DEFENDANTS. Specifically, California Labor Code
18 Section 246 mandates that paid sick time for non-exempt employees shall be calculated in the same
19 manner as the regular rate of pay for the workweek in which the non-exempt employee uses paid
20 sick time. DEFENDANTS' conduct, as articulated herein, by failing to include the incentive
21 compensation as part of the "regular rate of pay" for purposes of sick pay compensation was in
22 violation of California Labor Code Section 246, the underpayment of which is recoverable under
23 California Labor Code Sections 201, 202, 203, and/or 204.

24 37. In violation of the applicable sections of the California Labor Code and the
25 requirements of the Industrial Welfare Commission ("IWC") Wage Order, DEFENDANTS as a
26 matter of company policy, practice, and procedure, intentionally and knowingly failed to
27 compensate PLAINTIFF and the other members of the CALIFORNIA CLASS at the correct rate
28 of pay for all redeemed sick pay as required by California law which allowed DEFENDANTS to

1 illegally profit and gain an unfair advantage over competitors who complied with the law. To the
2 extent equitable tolling operates to toll claims by the CALIFORNIA CLASS members against
3 DEFENDANTS, the CLASS PERIOD should be adjusted accordingly.

4 **F. Unlawful Deductions**

5 38. DEFENDANTS, from time-to-time, unlawfully deducted wages from
6 PLAINTIFF'S and CALIFORNIA CLASS members' pay without explanations and without
7 authorization to do so or notice to PLAINTIFF and the CALIFORNIA CLASS members. As a
8 result, DEFENDANTS violated Labor Code Section 221.

9 **G. Timekeeping Manipulation**

10 39. During the CLASS PERIOD, DEFENDANTS, from time-to-time, did not have an
11 immutable timekeeping system to accurately record and pay PLAINTIFF and other members of
12 the CALIFORNIA CLASS for the actual time PLAINTIFF and other members of the
13 CALIFORNIA CLASS worked each day, including regular time, and sick pay. As a result,
14 DEFENDANTS were able to and did in fact, unlawfully, and unilaterally alter the time recorded
15 in DEFENDANTS' timekeeping system for PLAINTIFF and other members of the CALIFORNIA
16 CLASS in order to avoid paying these employees for all hours worked, and applicable sick pay.

17 40. As a result, PLAINTIFF and other members of the CALIFORNIA CLASS, from
18 time to time, forfeited time worked by working without their time being accurately recorded and
19 without compensation at the applicable pay rates.

20 41. As a result, PLAINTIFF and the other members of the CALIFORNIA CLASS
21 forfeited wages due to them for all hours worked at DEFENDANTS' direction, control and benefit
22 for the time that the timekeeping system was inoperable. DEFENDANTS' uniform policy and
23 practice to not pay PLAINTIFF and the members of the CALIFORNIA CLASS wages for all hours
24 worked in accordance with applicable law is evidenced by DEFENDANTS' business records.

25 **H. Unlawful Rounding Practices**

26 42. During the CALIFORNIA CLASS PERIOD, DEFENDANTS did not have in place
27 an immutable timekeeping system to accurately record and pay PLAINTIFF and other
28 CALIFORNIA CLASS members for the actual time these employees worked each day.

1 Specifically, DEFENDANTS had in place an unlawful rounding policy and practice that resulted
2 in PLAINTIFF and CALIFORNIA CLASS members being undercompensated for all their time
3 worked. As a result, DEFENDANTS were able to and did in fact unlawfully and unilaterally round
4 the time recorded in DEFENDANTS' timekeeping system for PLAINTIFF and the members of
5 the CALIFORNIA CLASS in order to avoid paying these employees for all their time worked.

6 43. Further, the mutability of DEFENDANTS' timekeeping system and unlawful
7 rounding policy and practice resulted in PLAINTIFF and CALIFORNIA CLASS members' time
8 being inaccurately recorded.

9 **I. Violations for Untimely Payment of Wages**

10 44. Pursuant to California Labor Code Section 204, PLAINTIFF and the CALIFORNIA
11 CLASS members were entitled to timely payment of wages during their employment. PLAINTIFF
12 and the CALIFORNIA CLASS members, from time to time, did not receive payment of all wages,
13 including, but not limited to, minimum wages within the permissible time period.

14 45. Pursuant to California Labor Code Section 201, "If an employer discharges an
15 employee, the wages earned and unpaid at the time of discharge are due and payable immediately."
16 Pursuant to California Labor Code Section 202, if an employee quits his or her employment, "his
17 or her wages shall become due and payable not later than 72 hours thereafter, unless the employee
18 has given 72 hours previous notice of his or her intention to quit, in which case the employee is
19 entitled to his or her wages at the time of quitting." PLAINTIFF and the CALIFORNIA CLASS
20 members were, from time to time, not timely provided the wages earned and unpaid at the time of
21 their discharge and/or at the time of quitting, in violation of California Labor Code Sections 201
22 and 202.

23 46. As such, PLAINTIFF demands up to thirty days of pay as penalty for not timely
24 paying all wages due at time of termination for all CALIFORNIA CLASS members whose
25 employment ended during the CLASS PERIOD.

26 **J. Sick Pay Violations**

27 47. California Labor Code Section 246 (a)(1) mandates that "An employee who, on or
28 after July 1, 2015, works in California for the same employer for 30 or more days within a year

1 from the commencement of employment is entitled to paid sick days as specified in this section.”
2 Further, California Labor Code Sections 246(b)-(d) provide for the sick day accrual requirements.
3 From time to time, DEFENDANTS failed to have a policy or practice in place to provide
4 PLAINTIFF and other members of the CALIFORNIA CLASS with sick days and/or paid sick
5 leave. As of January 1, 2024, DEFENDANTS failed to adhere to the law in that they failed to
6 provide and allow employees to use at least 40 hours or five days of paid sick leave per year.

7 48. California Labor Code Section 246(i) requires an employer to furnish its employees
8 with written wage statements setting forth the amount of paid sick leave available. From time to
9 time, DEFENDANTS violated California Labor Code Section 246 by failing to furnish PLAINTIFF
10 and other members of the CALIFORNIA CLASS with wage statements setting forth the amount of
11 paid sick leave available.

12 49. Specifically, as to PLAINTIFF, DEFENDANTS provided PLAINTIFF with
13 paystubs that failed to comply with California Labor Code Section 226. Further, DEFENDANTS
14 also failed to reimburse PLAINTIFF for required business expenses related to the personal
15 expenses incurred for the use of their personal cell phone on behalf of and in furtherance of their
16 employment with DEFENDANTS. To date, DEFENDANTS have not fully paid PLAINTIFF the
17 minimum compensation still owed to them, or any penalty wages owed to them under California
18 Labor Code Section 203. The amount in controversy for PLAINTIFF individually does not exceed
19 the sum or value of \$75,000.

20 **CLASS ACTION ALLEGATIONS**

21 50. PLAINTIFF brings this Class Action on behalf of PLAINTIFF, and a California
22 class defined as all persons who are or previously were employed by DEFENDANTS in California
23 and classified as non-exempt, exempt, piece-rate based, and/or commission-based employees (the
24 “CALIFORNIA CLASS”) at any time during the period beginning four (4) years prior to the filing
25 of this Complaint and ending on the date as determined by the Court (the “CLASS PERIOD”).

26 51. PLAINTIFF and the other CALIFORNIA CLASS members have uniformly been
27 deprived of wages and penalties from unpaid wages earned and due, including but not limited to
28 unpaid minimum wages, failure to reimburse for business expenses, failure to compensate for off-

1 the-clock work, failure to provide accurate itemized wage statements, failure to maintain required
2 records, and interest, statutory and civil penalties, attorney's fees, costs, and expenses.

3 52. The members of the class are so numerous that joinder of all class members is
4 impractical.

5 53. Common questions of law and fact regarding DEFENDANTS' conduct, including
6 but not limited to, off-the-clock work, failure to reimburse for business expenses, failure to provide
7 accurate itemized wage statements, and failure to ensure they are paid at least minimum wage, exist
8 as to all members of the class and predominate over any questions affecting solely any individual
9 members of the class. Among the questions of law and fact common to the class are:

- 10 a. Whether DEFENDANTS failed to pay PLAINTIFF and the CALIFORNIA CLASS
11 members at least minimum wage for all hours worked;
- 12 b. Whether DEFENDANTS failed to compensate PLAINTIFF and the CALIFORNIA
13 CLASS members for required business expenses;
- 14 c. Whether DEFENDANTS issued legally compliant wage statements;
- 15 d. Whether DEFENDANTS committed an act of unfair competition by systematically
16 failing to record and pay PLAINTIFF and the other members of the CALIFORNIA
17 CLASS for all time worked.

18 54. PLAINTIFF is a member of the CALIFORNIA CLASS and suffered damages as a
19 result of DEFENDANTS' conduct and actions alleged herein.

20 55. PLAINTIFFS' claims are typical of the claims of the CALIFORNIA CLASS, and
21 PLAINTIFF has the same interests as the other members of the class.

22 56. PLAINTIFF will fairly and adequately represent and protect the interests of the
23 CALIFORNIA CLASS members.

24 57. PLAINTIFF retained able class counsel with extensive experience in class action
25 litigation.

26 58. Further, PLAINTIFF'S interests are coincident with, and not antagonistic to, the
27 interest of the other CALIFORNIA CLASS members.

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1 59. There is a strong community of interest among PLAINTIFF and the members of the
2 CALIFORNIA CLASS to, inter alia, ensure that the combined assets of DEFENDANTS are
3 sufficient to adequately compensate the members of the CALIFORNIA CLASS for the injuries
4 sustained.

5 60. The questions of law and fact common to the CALIFORNIA CLASS members
6 predominate over any questions affecting only individual members, including legal and factual
7 issues relating to liability and damages.

8 61. A class action is superior to other available methods for the fair and efficient
9 adjudication of this controversy because joinder of all class members is impractical. Moreover,
10 since the damages suffered by individual members of the class may be relatively small, the expense
11 and burden of individual litigation makes it practically impossible for the members of the class
12 individually to redress the wrongs done to them. Without class certification and determination of
13 declaratory, injunctive, statutory, and other legal questions within the class format, prosecution of
14 separate actions by individual members of the CALIFORNIA CLASS will create the risk of:

15 a. Inconsistent or varying adjudications with respect to individual members of the
16 CALIFORNIA CLASS which would establish incompatible standards of conduct
17 for the parties opposing the CALIFORNIA CLASS; and/or,

18 b. Adjudication with respect to individual members of the CALIFORNIA CLASS
19 which would, as a practical matter, be dispositive of the interests of the other
20 members not party to the adjudication or substantially impair or impeded their ability
21 to protect their interests.

22 62. Class treatment provides manageable judicial treatment calculated to bring an
23 efficient and rapid conclusion to all litigation of all wage and hour related claims arising out of the
24 conduct of DEFENDANTS.

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1 **FIRST CAUSE OF ACTION**

2 **Unlawful Business Practices**

3 **(Cal. Bus. and Prof. Code §§ 17200, *et seq.*)**

4 **(Alleged by PLAINTIFF and the CALIFORNIA CLASS against DEFENDANTS)**

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

8 64. DEFENDANTS are each a “person” as that term is defined under California
9 Business and Professions Code Section 17021.

10 65. California Business and Professions Code Sections 17200, *et seq.* (the “UCL”)
11 defines unfair competition as any unlawful, unfair, or fraudulent business act or practice. Section
12 17203 authorizes injunctive, declaratory, and/or other equitable relief with respect to unfair
13 competition as follows:

14 Any person who engages, has engaged, or proposes to engage in unfair competition
15 may be enjoined in any court of competent jurisdiction. The court may make such
16 orders or judgments, including the appointment of a receiver, as may be necessary to
17 prevent the use or employment by any person of any practice which constitutes unfair
18 competition, as defined in this chapter, or as may be necessary to restore to any person
19 in interest any money or property, real or personal, which may have been acquired
20 by means of such unfair competition. (Cal. Bus. & Prof. Code § 17203).

21 66. By the conduct alleged herein, DEFENDANTS have engaged and continues to
22 engage in business practices which violate California law, including but not limited to, the
23 applicable Wage Order(s), the California Code of Regulations and the California Labor Code
24 including Sections 201, 202, 203, 204, 210, 558, 1194, 1197, 1197.1, 1198, and 2802, for which
25 this Court should issue declaratory and other equitable relief pursuant to California Business and
26 Professions Code Section 17203 as may be necessary to prevent and remedy the conduct held to
27 constitute unfair competition, including restitution of wages wrongfully withheld.

28 67. By the conduct alleged herein, DEFENDANTS’ practices were unlawful and unfair
in that these practices violated public policy, were immoral, unethical, oppressively unscrupulous
or substantially injurious to employees, and were without valid justification or utility for which this

1 Court should issue equitable and injunctive relief pursuant to Section 17203 of the California
2 Business and Professions Code, including restitution of wages wrongfully withheld.

3 68. By the conduct alleged herein, DEFENDANTS' practices were deceptive and
4 fraudulent in that DEFENDANTS' uniform policy and failed to pay minimum wages owed, and
5 failed to reimburse all necessary business expenses incurred, due to a systematic business practice
6 that cannot be justified, pursuant to the applicable California Labor Code and Industrial Welfare
7 Commission requirements in violation of California Business and Professions Code Sections
8 17200, *et seq.*, and for which this Court should issue injunctive and equitable relief, pursuant to
9 California Business and Professions Code Section 17203, including restitution of wages wrongfully
10 withheld.

11 69. By the conduct alleged herein, DEFENDANTS' practices were also unlawful,
12 unfair, and deceptive in that DEFENDANTS' employment practices caused PLAINTIFF and the
13 other members of the CALIFORNIA CLASS to be underpaid during their employment with
14 DEFENDANTS.

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

21 71. All the acts described herein as violations of, among other things, the Industrial
22 Welfare Commission Wage Orders, the California Code of Regulations, and the California Labor
23 Code, were unlawful and in violation of public policy, were immoral, unethical, oppressive, and
24 unscrupulous, were deceptive, and thereby constitute unlawful, unfair, and deceptive business
25 practices in violation of California Business and Professions Code Sections 17200, *et seq.*

26 72. PLAINTIFF and the other members of the CALIFORNIA CLASS are entitled to,
27 and do, seek such relief as may be necessary to restore to them the money and property which
28 DEFENDANTS have acquired, or of which PLAINTIFF and the other members of the

1 CALIFORNIA CLASS have been deprived, by means of the above described unlawful and unfair
2 business practices, including earned but unpaid wages for all time worked.

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

7 74. PLAINTIFF and the other members of the CALIFORNIA CLASS have no plain,
8 speedy and/or adequate remedy at law that will end the unlawful and unfair business practices of
9 DEFENDANTS. Further, the practices herein alleged presently continue to occur unabated. As a
10 result of the unlawful and unfair business practices described herein, PLAINTIFF and the other
11 members of the CALIFORNIA CLASS have suffered and will continue to suffer irreparable legal
12 and economic harm unless DEFENDANTS are restrained from continuing to engage in these
13 unlawful and unfair business practices.

14 **SECOND CAUSE OF ACTION**

15 **Failure To Pay Minimum Wages**

16 **(Cal. Lab. Code §§ 1194, 1197 and 1197.1)**

17 **(Alleged by PLAINTIFF and the CALIFORNIA CLASS against DEFENDANTS)**

18 75. PLAINTIFF, and the other members of the CALIFORNIA CLASS, reallege and
19 incorporate by this reference, as though fully set forth herein, the prior paragraphs of this
20 Complaint.

21 76. PLAINTIFF and the other members of the CALIFORNIA CLASS bring a claim for
22 DEFENDANTS' willful and intentional violations of the California Labor Code and the Industrial
23 Welfare Commission requirements for DEFENDANTS' failure to accurately calculate and pay
24 minimum wages to PLAINTIFF and CALIFORNIA CLASS members.

25 77. Pursuant to California Labor Code Section 204, other applicable laws and
26 regulations, and public policy, an employer must timely pay its employees for all hours worked;

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1 78. California Labor Code Section 1197 provides the minimum wage for employees
2 fixed by the commission is the minimum wage to be paid to employees, and the payment of a less
3 wage than the minimum so fixed is unlawful.

4 79. California Labor Code Section 1194 establishes an employee's right to recover
5 unpaid wages, including minimum wage compensation and interest thereon, together with the costs
6 of suit.

7 80. DEFENDANTS maintained a uniform wage practice of paying PLAINTIFF and the
8 other members of the CALIFORNIA CLASS without regard to the correct amount of time they
9 work. As set forth herein, DEFENDANTS' uniform policy and practice was to unlawfully and
10 intentionally deny timely payment of wages due to PLAINTIFF and the other members of the
11 CALIFORNIA CLASS.

12 81. DEFENDANTS' uniform pattern of unlawful wage and hour practices manifested,
13 without limitation, applicable to the CALIFORNIA CLASS as a whole, as a result of implementing
14 a uniform policy and practice that denies accurate compensation to PLAINTIFF and the other
15 members of the CALIFORNIA CLASS in regard to minimum wage pay.

16 82. In committing these violations of the California Labor Code, DEFENDANTS
17 inaccurately calculated the correct time worked and consequently underpaid the actual time worked
18 by PLAINTIFF and other members of the CALIFORNIA CLASS. DEFENDANTS acted in an
19 illegal attempt to avoid the payment of all earned wages, and other benefits in violation of the
20 California Labor Code, the Industrial Welfare Commission requirements and other applicable laws
21 and regulations.

22 83. As a direct result of DEFENDANTS' unlawful wage practices as alleged herein,
23 PLAINTIFF and the other members of the CALIFORNIA CLASS did not receive the correct
24 minimum wage compensation for their time worked for DEFENDANTS.

25 84. During the CLASS PERIOD, PLAINTIFF and the other members of the
26 CALIFORNIA CLASS were paid less for time worked than they were entitled to, constituting a
27 failure to pay all earned wages.

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1 85. By virtue of DEFENDANTS' unlawful failure to accurately pay all earned
2 compensation to PLAINTIFF and the other members of the CALIFORNIA CLASS for the true
3 time they worked, PLAINTIFF and the other members of the CALIFORNIA CLASS have suffered
4 and will continue to suffer an economic injury in amounts which are presently unknown to them,
5 and which will be ascertained according to proof at trial.

6 86. DEFENDANTS knew or should have known that PLAINTIFF and the other
7 members of the CALIFORNIA CLASS were under-compensated for their time worked.
8 DEFENDANTS systematically elected, either through intentional malfeasance or gross
9 nonfeasance, to not pay employees for their labor as a matter of uniform company policy, practice
10 and procedure, and DEFENDANTS perpetrated this systematic scheme by refusing to pay
11 PLAINTIFF and the other members of the CALIFORNIA CLASS the correct minimum wages for
12 their time worked.

13 87. In performing the acts and practices herein alleged in violation of California labor
14 laws, and refusing to compensate the members of the CALIFORNIA CLASS for all time worked
15 and provide them with the requisite compensation, DEFENDANTS acted and continues to act
16 intentionally, oppressively, and maliciously toward PLAINTIFF and the other members of the
17 CALIFORNIA CLASS with a conscious and utter disregard for their legal rights, or the
18 consequences to them, and with the despicable intent of depriving them of their property and legal
19 rights, and otherwise causing them injury in order to increase company profits at the expense of
20 these employees.

21 88. PLAINTIFF and the other members of the CALIFORNIA CLASS therefore request
22 recovery of all unpaid wages, according to proof, interest, statutory costs, as well as the assessment
23 of any statutory penalties against DEFENDANTS, in a sum as provided by the California Labor
24 Code and/or other applicable statutes. To the extent minimum wage compensation is determined
25 to be owed to the CALIFORNIA CLASS members who have terminated their employment,
26 DEFENDANTS' conduct also violates Labor Code Sections 201 and/or 202, and therefore these
27 individuals are also be entitled to waiting time penalties under California Labor Code Section 203,
28 which penalties are sought herein on behalf of these CALIFORNIA CLASS members.

1 DEFENDANTS' conduct as alleged herein was willful, intentional and not in good faith. Further,
2 PLAINTIFF and other CALIFORNIA CLASS members are entitled to seek and recover statutory
3 costs.

4 **THIRD CAUSE OF ACTION**

5 **Failure To Provide Accurate Itemized Statements**

6 **(Cal. Lab. Code § 226)**

7 **(Alleged by PLAINTIFF and the CALIFORNIA CLASS against DEFENDANTS)**

8 89. PLAINTIFF, and the other members of the CALIFORNIA CLASS, reallege and
9 incorporate by this reference, as though fully set forth herein, the prior paragraphs of this
10 Complaint.

11 90. California Labor Code Section 226 provides that an employer must furnish
12 employees with an "accurate itemized" statement in writing showing:

- 13 a. Gross wages earned,
- 14 b. total hours worked by the employee, except for any employee whose compensation
15 is solely based on a salary and who is exempt from payment of overtime under
16 subdivision (a) of Section 515 or any applicable order of the Industrial Welfare
17 Commission,
- 18 c. the number of piece-rate units earned and any applicable piece rate if the employee
19 is paid on a piece-rate basis,
- 20 d. all deductions, provided that all deductions made on written orders of the employee
21 may be aggregated and shown as one item,
- 22 e. net wages earned,
- 23 f. the inclusive dates of the period for which the employee is paid,
- 24 g. the name of the employee and his or her social security number, except that by
25 January 1, 2008, only the last four digits of his or her social security number of an
26 employee identification number other than social security number may be shown on
27 the itemized statement,
- 28 h. the name and address of the legal entity that is the employer, and

- 1 i. all applicable hourly rates in effect during the pay period and the corresponding
2 number of hours worked at each hourly rate by the employee.

3 91. When PLAINTIFFS and other CALIFORNIA CLASS members were not paid for
4 all hours worked, DEFENDANTS violated California Labor Code Section 226 in that
5 DEFENDANTS failed to provide PLAINTIFF and other CALIFORNIA CLASS members with
6 complete and accurate wage statements which failed to show, among other things, all deductions,
7 the accurate gross wages earned, net wages earned, the total hours worked and all applicable hourly
8 rates in effect during the pay period and the corresponding amount of time worked at each hourly
9 rate.

10 92. Further, DEFENDANTS, from time to time, failed to provide PLAINTIFF and the
11 CALIFORNIA CLASS Members with wage statements that comply with California Labor Code
12 Section 226(a)(3). DEFENDANTS provided PLAINTIFF and the CALIFORNIA CLASS
13 Members with wage statements that failed to include the number of piece-rate units earned.

14 93. Further, DEFENDANTS from time to time failed to provide PLAINTIFF and the
15 CALIFORNIA CLASS members with wage statements that show all deductions, in violation of
16 California Labor Code Section 226(a)(4).

17 94. In addition to the foregoing, DEFENDANTS failed to provide itemized wage
18 statements to PLAINTIFF and members of the CALIFORNIA CLASS that complied with the
19 requirements of California Labor Code Section 226(a)(1)-(9).

20 95. DEFENDANTS knowingly and intentionally failed to comply with California Labor
21 Code Section 226(a)(1)-(9), causing injury and damages to PLAINTIFF and the other members of
22 the CALIFORNIA CLASS. These damages include, but are not limited to, costs expended
23 calculating the amount of employment taxes which were not properly paid to state and federal tax
24 authorities. These damages are difficult to estimate. Therefore, PLAINTIFF and the other members
25 of the CALIFORNIA CLASS may elect to recover liquidated damages of fifty dollars (\$50.00) for
26 the initial pay period in which the violation occurred, and one hundred dollars (\$100.00) for each
27 violation in a subsequent pay period pursuant to California Labor Code Section 226, in an amount
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1 according to proof at the time of trial (but in no event more than four thousand dollars (\$4,000.00)
2 for PLAINTIFF and each respective member of the CALIFORNIA CLASS herein).

3 **FOURTH CAUSE OF ACTION**

4 **Failure To Pay Wages When Due**

5 **(Cal. Lab. Code § 203)**

6 **(Alleged by PLAINTIFF and the CALIFORNIA CLASS against DEFENDANTS)**

7 96. PLAINTIFF, and the other members of the CALIFORNIA CLASS, reallege and
8 incorporate by this reference, as though fully set forth herein, the prior paragraphs of this
9 Complaint.

10 97. California Labor Code Section 200 provides that:

11 As used in this article:

12 (d) "Wages" includes all amounts for labor performed by employees of every
13 description, whether the amount is fixed or ascertained by the standard of time,
task, piece, commission basis, or other method of calculation.

14 (e) "Labor" includes labor, work, or service whether rendered or performed under
15 contract, subcontract, partnership, station plan, or other agreement if the labor to
be paid for is performed personally by the person demanding payment.

16 98. California Labor Code Section 201 provides, in relevant part, that "If an employer
17 discharges an employee, the wages earned and unpaid at the time of discharge are due and payable
18 immediately."

19 99. California Labor Code Section 202 provides, in relevant part, that:

20 If an employee not having a written contract for a definite period quits his or her
employment, his or her wages shall become due and payable not later than 72 hours
21 thereafter, unless the employee has given 72 hours previous notice of his or her
intention to quit, in which case the employee is entitled to his or her wages at the time
22 of quitting. Notwithstanding any other provision of law, an employee who quits without
providing a 72-hour notice shall be entitled to receive payment by mail if he or she so
23 requests and designates a mailing address. The date of the mailing shall constitute the
date of payment for purposes of the requirement to provide payment within 72 hours
24 of the notice of quitting.

25 100. There was no definite term in PLAINTIFF'S or any CALIFORNIA CLASS
26 members' employment contract.

27 101. California Labor Code Section 203 provides:

28 If an employer willfully fails to pay, without abatement or reduction, in accordance with
Sections 201, 201.5, 202, and 205.5, any wages of an employee who is discharged or

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

4 102. The employment of PLAINTIFF and many CALIFORNIA CLASS members
5 terminated, and DEFENDANTS have not tendered payment of wages to these employees as
6 required by law.

7 103. Therefore, as provided by California Labor Code Section 203, on behalf of
8 themselves and the members of the CALIFORNIA CLASS whose employment has ended,
9 PLAINTIFF demands up to thirty (30) days of pay as penalty for not paying all wages due at time
10 of termination for all employees who terminated employment during the CLASS PERIOD and
11 demand an accounting and payment of all wages due, plus interest and statutory costs as allowed
12 by law.

13 **FIFTH CAUSE OF ACTION**

14 **Failure To Reimburse Employees for Required Expenses**

15 **(Cal. Lab. Code §§ 2802)**

16 **(Alleged by PLAINTIFF and the CALIFORNIA CLASS against DEFENDANTS)**

17 104. PLAINTIFF, and the other members of the CALIFORNIA CLASS, reallege and
18 incorporate by this reference, as though fully set forth herein, the prior paragraphs of this
19 Complaint.

20 105. California Labor Code Section 2802 provides, in relevant part, that:
21 An employer shall indemnify his or her employee for all necessary expenditures or
22 losses incurred by the employee in direct consequence of the discharge of his or her
23 duties, or of his or her obedience to the directions of the employer, even though
24 unlawful, unless the employee, at the time of obeying the directions, believed them to
25 be unlawful.

26 106. From time to time during the CLASS PERIOD, DEFENDANTS violated California
27 Labor Code Section 2802, by failing to indemnify and reimburse PLAINTIFF and the
28 CALIFORNIA CLASS members for required expenses incurred in the discharge of their job duties
for DEFENDANTS' benefit. DEFENDANTS failed to reimburse PLAINTIFF and the
CALIFORNIA CLASS members for expenses which included, but were not limited to, the use of
their personal cell phones, all on behalf of and for the benefit of DEFENDANTS. Specifically,

1 DEFENDANTS required PLAINTIFF and other CALIFORNIA CLASS members to use their
2 personal cell phones to execute their essential job duties on behalf of DEFENDANTS.
3 DEFENDANTS' uniform policy, practice and procedure was to not reimburse PLAINTIFF and
4 the CALIFORNIA CLASS members for expenses resulting from the use of their personal cell
5 phones within the course and scope of their employment for DEFENDANTS. These expenses were
6 necessary to complete their principal job duties. DEFENDANTS are estopped by DEFENDANTS'
7 conduct to assert any waiver of this expectation. Although these expenses were necessary expenses
8 incurred by PLAINTIFF and the CALIFORNIA CLASS members, DEFENDANTS failed to
9 indemnify and reimburse PLAINTIFF and the CALIFORNIA CLASS members for these expenses
10 as an employer is required to do under the laws and regulations of California.

11 107. PLAINTIFF therefore demands reimbursement for expenditures or losses incurred
12 by them and the CALIFORNIA CLASS members in the discharge of their job duties for
13 DEFENDANTS, or their obedience to the directions of DEFENDANTS, with interest at the
14 statutory rate and costs under California Labor Code Section 2802.

15 **PRAYER FOR RELIEF**

16 WHEREFORE, PLAINTIFF prays for a judgment against all DEFENDANTS, jointly and
17 severally, as follows:

18 1. On behalf of the CALIFORNIA CLASS:

- 19 a. That the Court certify the First Cause of Action asserted by the CALIFORNIA
20 CLASS as a class action pursuant to California Code of Civil Procedure Section 382;
21 b. An order temporarily, preliminarily and permanently enjoining and restraining
22 DEFENDANTS from engaging in similar unlawful conduct as set forth herein; and
23 c. Restitutionary disgorgement of DEFENDANTS' ill-gotten gains into a fluid fund
24 for restitution of the sums incidental to DEFENDANTS' violations due to
25 PLAINTIFF and to the other members of the CALIFORNIA CLASS.

26 2. On behalf of the CALIFORNIA CLASS:

- 27 a. That the Court certify the Second, Third, Fourth, and Fifth Causes of Action
28 asserted by the CALIFORNIA CLASS as a class action pursuant to California Code

1 of Civil Procedure Section 382;

- 2 b. Compensatory damages, according to proof at trial, including compensatory
3 damages due to PLAINTIFF and the other members of the CALIFORNIA CLASS,
4 during the applicable CLASS PERIOD plus interest thereon at the statutory rate;
- 5 c. The greater of all actual damages or fifty dollars (\$50) for the initial pay period in
6 which a violation occurs and one hundred dollars (\$100) per each member of the
7 CALIFORNIA CLASS for each violation in a subsequent pay period, not exceeding
8 an aggregate penalty of four thousand dollars (\$4,000), and an award of costs for
9 violation of California Labor Code Section 226;
- 10 d. The wages of all terminated employees from the CALIFORNIA CLASS as a
11 penalty from the due date thereof at the same rate until paid or until an action
12 therefore is commenced, in accordance with California Labor Code Section 203;
- 13 e. The amount of the expenses PLAINTIFF and each member of the CALIFORNIA
14 CLASS incurred in the course of their job duties, plus interest, and costs of suit.

15 3. On all claims:

- 16 a. An award of interest, including prejudgment interest at the legal rate;
- 17 b. Such other and further relief as the Court deems just and equitable; and
- 18 c. An award of penalties, attorneys' fees, and costs of suit, as allowable under the law,
19 including and pursuant to, but not limited to, California Labor Code Sections 218.5,
20 226, 246 and/or 1194.

21 DATED: December 19, 2025

JCL LAW FIRM, APC

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23 By: Perssia Razma
24 Perssia Razma, Esq.
25 Attorney for PLAINTIFF
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DEMAND FOR A JURY TRIAL

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

DATED: December 19, 2025

JCL LAW FIRM, APC

By: Perssia Razma
Perssia Razma, Esq.
Attorney for PLAINTIFF