

SUMMONS ON FIRST AMENDED CLASS ACTION COMPLAINT
(CITACION JUDICIAL)

COPY

SUM-100

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

NOTICE TO DEFENDANT: NORCO DELIVERY SERVICE, INC.;
(AVISO AL DEMANDADO): WESTATES COURIER, INC.; and DOES
1 to 50, Inclusive

**CONFORMED COPY
OF ORIGINAL FILED**
Los Angeles Superior Court

DEC 14 2009

YOU ARE BEING SUED BY PLAINTIFF: MARY ANN HIDALGO,
(LO ESTÁ DEMANDANDO EL DEMANDANTE): HECTOR MARROQUIN,
and FERNANDO OLIVERA, on behalf of themselves and
others similarly situated

John A. Clarke, Executive Officer/Clerk
By Amber LaFleur-Clayton, Deputy
A.E./LaFLEUR-CLAYTON

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):
CALIFORNIA SUPERIOR COURT, COUNTY OF LOS ANGELES
111 NORTH HILL STREET

CASE NUMBER:
(Número del Caso):
BC425125

LOS ANGELES, CA 90012

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):

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16133 VENTURA BLVD., #1200, ENCINO, CA 91436

DATE: _____ Clerk, by AMBER LaFLEUR-CLAYTON, Deputy

(Fecha) JOHN A. CLARKE, CLERK (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

- as an individual defendant.
- as the person sued under the fictitious name of (specify):
- 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):
- by personal delivery on (date):

[SEAL]
DEC 14 2009

DEC 14 2009

John A. Clarke, Executive Officer/Clerk
By *[Signature]* Deputy
A.E. LAFLEUR-CLAYTON

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8 **Attorneys for Plaintiffs**

10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
11 **FOR THE COUNTY OF LOS ANGELES - CENTRAL**

13 MARY ANN HIDALGO, HECTOR)
14 MARROQUIN, and FERNANDO)
15 OLIVERA, on behalf of themselves and)
16 others similarly situated,)

15 Plaintiffs,

16 v.

17 NORCO DELIVERY SERVICE, INC.;)
18 WESTATES COURIER, INC.;)
19 and DOES 1 to 50, Inclusive,)

20 Defendants.

CASE NO.: BC425125

**FIRST AMENDED CLASS ACTION
COMPLAINT FOR:**

- 1. Failure to Pay Wages and/or Overtime
- 2. Failure to Provide Meal Breaks Under Labor Code §226.7
- 3. Failure to Reimburse Expenses Pursuant to Labor Code §2802
- 4. Violation of Labor Code §226(a)
- 5. Penalties Pursuant to Labor Code §203
- 6. Violation of Business & Professions Code §17200
- 7. Penalties Pursuant to Labor Code §2699

21
22 Plaintiffs MARY ANN HIDALGO, HECTOR MARROQUIN, and FERNANDO OLIVERA,
23 on behalf of themselves and all others similarly situated, complain of defendants, and each of them, as
24 follows:

25 **I**

26 **INTRODUCTION**

27 1. This is a Class Action, pursuant to Code of Civil Procedure §382, on behalf of plaintiffs
28 and all individuals who hold or held the position of "hourly employee" or similar title, who are

1 employed by, or formerly employed by NORCO DELIVERY SERVICE, INC. (hereinafter "NORCO"),
2 WESTATES COURIER, INC. (hereinafter "WESTATES"), and any subsidiaries or affiliated
3 companies (hereinafter collectively referred to as "defendants"), within the State of California.

4 2. For at least four (4) years prior to the filing of this action continuing to the present,
5 defendants have had a consistent policy of failing to pay all wages due and/or overtime to all hourly
6 employees for all work over eight (8) hours per day or forty (40) per week. Defendant has maintained
7 a practice of failing to provide compensation to hourly employees for all hours worked.

8 3. For at least four (4) years prior to the filing of this action and continuing to the present,
9 defendants have had a consistent policy of requiring hourly employees within the State of California,
10 including plaintiffs, to work at least five (5) hours without an uninterrupted meal period and failing to
11 pay such employees one (1) hour of pay at the employees regular rate of compensation for each
12 workday that the meal period is not provided or provided after five (5) hours, as required by California
13 state wage and hour laws.

14 4. For at least four (4) years prior to the filing of this action and continuing to the present,
15 defendants have not reimbursed plaintiffs and members of the class their out of pocket expenses for the
16 use of their vehicles as a requirement of employment.

17 5. Plaintiffs, on behalf of themselves and all proposed class members, bring this action
18 pursuant to Labor Code §§201, 202, 203, 510, 512, 558, 1194, 1199, 2802, and 2699 seeking unpaid
19 wages and/or overtime, meal periods, reimbursement of expenses, injunctive and other equitable relief,
20 and reasonable attorneys' fees and costs.

21 6. Plaintiffs, on behalf of themselves and all proposed class members, pursuant to Business
22 & Professions Code §§17200-17208, also seeks injunctive relief, restitution, and disgorgement of all
23 benefits defendants enjoyed from their failure to provide wages and/or overtime, meal periods, and
24 reimbursement of expenses.

25 II

26 PARTIES

27 A. Plaintiffs

28 7. Venue as to each defendant is proper in this judicial district, pursuant to Code of Civil

1 Procedure §395. Defendants operate several locations within Southern California. The unlawful acts
2 alleged herein have a direct effect on plaintiffs and those similarly situated within the State of
3 California.

4 8. Plaintiffs MARY ANN HIDALGO, HECTOR MARROQUIN, and FERNANDO
5 OLIVER are residents of California.

6 9. As an hourly employee, plaintiffs were regularly required to:

7 (1) Work without being provided all wages due for all hours worked;

8 (2) Work over eight (8) hours per day or forty (40) per week without being provided
9 premium overtime pay rates;

10 (3) Work in excess of five (5) hours per day without being provided a meal period
11 and not being compensated one (1) hour of pay at the regular rate of compensation for each workday
12 that a meal period was not provided or provided after five (5) hours, all in violation of California labor
13 laws, regulations, and Industrial Welfare Commission Wage Orders;

14 (4) Required to use their own vehicles as a condition of employment without being
15 properly reimbursed by defendants; and

16 (5) Work without being provided an itemized wage statement.

17 10. Defendants willfully failed to compensate her for wages at the termination of their
18 employment with defendants.

19 **B. Defendants**

20 11. Defendant NORCO DELIVERY SERVICE, INC. is believed to be a California
21 corporation operating in California. They employ numerous individuals who work in the State of
22 California. The defendant's corporate address is PO Box 4836, Anaheim, CA 92803. Defendant
23 employed plaintiff and similarly situated persons as hourly employees within California.

24 12. Defendant WESTATES COURIER, INC. is believed to be a California corporation
25 operating in California. They employ numerous individuals who work in the State of California. The
26 defendant's corporate address is PO Box 4836, Anaheim, CA 92803. Defendant employed plaintiffs
27 and similarly situated persons as hourly employees within California.

28 ///

1 18. Defendants did not fully compensate the proposed class for defendants' failure to provide
2 meal periods. Defendants' requirement that plaintiffs and the proposed class work through meal periods
3 without paying legal compensation for failure to provide meal periods was willful and deliberate.

4 19. Plaintiffs and the Class have not been properly reimbursed expenses associated with the
5 use of their vehicles as a requirement of employment.

6 20. Defendants have failed to comply with Industrial Welfare Commission ("IWC") Wage
7 Order 5-2001(7) by failing to maintain time records showing when an hourly employee begins and ends
8 each work period, meal periods, and total daily hours worked by itemizing in wage statements all
9 deductions from payment of wages and accurately reporting total hours worked by plaintiffs and the
10 members of the proposed class.

11 21. Defendants willfully failed to pay wages, overtime, and/or meal period premiums when
12 each employee, including plaintiffs and members of the proposed class, quit or were discharged.

13 22. Plaintiffs and the proposed class are covered by California Industrial Welfare
14 Commission Occupational Wage Order No. 5-2001.

15 IV

16 CLASS ACTION ALLEGATIONS

17 23. Plaintiffs bring this action on behalf of themselves and all others similarly situated as a
18 Class Action pursuant to §382 of the Code of Civil Procedure. Plaintiffs seek to represent a class
19 composed of and defined as follows:

20 All persons who are employed or have been employed as "hourly
21 employees" or similar title by defendants in the State of California and
22 from at least four (4) years prior to the filing of this action through the
present.

23 24. Plaintiffs reserve the right under Rule 3.765(b), California Rules of Court, to amend or
24 modify the class description with greater specificity or further division into subclasses or limitation to
25 particular issues.

26 25. This action has been brought and may properly be maintained as a class action under the
27 provisions of §382 of the Code of Civil Procedure because there is a well-defined community of interest
28 in the litigation and the proposed class is easily ascertainable.

1 **A. Numerosity**

2 26. The potential members of the proposed class as defined are so numerous that joinder of
3 all the members of the proposed class is impracticable. While the precise number of proposed class
4 members has not been determined at this time, plaintiffs are informed and believe that defendants
5 currently employ, and during the relevant time periods employed, over 100 hourly employees.

6 27. Accounting for employee turnover during the relevant periods necessarily increases this
7 number substantially. Plaintiffs allege defendants' employment records would provide information as
8 to the number and location of all proposed class members. Joinder of all members of the proposed class
9 is not practicable.

10 **B. Commonality**

11 28. There are questions of law and fact common to the proposed class that predominate over
12 any questions affecting only individual class members. These common questions of law and fact
13 include, without limitation:

14 (1) Whether defendants failed to pay wages and/or overtime compensation as
15 required by the Labor Code and Wage Orders;

16 (2) Whether defendants violated Labor Code §§226.7 and 512, IWC Wage Order
17 7-2001 or other applicable IWC Wage Orders, by failing to provide meal periods on days hourly
18 employees worked in excess of five (5) hours and failing to compensate said employees one (1) hours
19 wages in lieu of meal periods;

20 (3) Whether defendants violated Wage Order 5-2001 or other applicable IWC Wage
21 Orders by failing to reimburse out of pocket expenses for vehicles used as a requirement of
22 employment;

23 (4) Whether defendants violated §§201-203 of the Labor Code by failing to pay
24 compensation due and owing at the time that any proposed class member's employment with defendants
25 terminated;

26 (5) Whether defendants violated §17200 et seq. of the Business & Professions Code
27 by failing to provide wages and compensation to hourly employees;

28 ///

1 (6) Whether plaintiffs and the members of the proposed class are entitled to equitable
2 relief pursuant to Business & Professions Code §17200, et. seq.; and

3 (7) Whether Defendants violated §2699 of the Labor Code by committing the acts
4 alleged by Plaintiffs in violation of the Labor Code.

5 **C. Typicality**

6 29. The claims of the named plaintiffs are typical of the claims of the proposed class.
7 Plaintiffs and all members of the proposed class sustained injuries and damages arising out of and
8 caused by defendants' common course of conduct in violation of laws, regulations that have the force
9 and effect of law and statutes as alleged herein.

10 **D. Adequacy of Representation**

11 30. Plaintiffs will fairly and adequately represent and protect the interests of the members of
12 the proposed class. Counsel who represents plaintiffs is competent and experienced in litigating large
13 employment class actions.

14 **E. Superiority of Class Action**

15 31. A class action is superior to other available means for the fair and efficient adjudication
16 of this controversy. Individual joinder of all proposed class members is not practicable, and questions
17 of law and fact common to the proposed class predominate over any questions affecting only individual
18 members of the proposed class. Each member of the proposed class has been damaged and is entitled
19 to recovery by reason of defendants' illegal policy and/or practice of failing to compensate class
20 members for all hours worked at the proper rates and not properly reimbursing class members for
21 expenses.

22 32. Class action treatment will allow those similarly situated persons to litigate their claims
23 in the manner that is most efficient and economical for the parties and the judicial system. Plaintiffs are
24 unaware of any difficulties that are likely to be encountered in the management of this action that would
25 preclude its maintenance as a class action.

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V

FIRST CAUSE OF ACTION

FAILURE TO PAY WAGES AND/OR OVERTIME

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4 33. Plaintiffs repeat and reallege each and every allegation set forth in all of the foregoing
5 paragraphs as if fully set forth herein.

6 34. Plaintiffs and others were forced to work on a regular and consistent basis, more than
7 eight (8) hours a day and/or forty (40) hours per week. Plaintiffs and the class were not compensated
8 for said work at premium rates. Defendants had a consistent policy of paying plaintiffs and members
9 of the class, regardless the amount of hours worked.

10 35. By their policy of requiring plaintiffs and others to work in excess of eight (8) hours in
11 a workday and/or forty (40) hours in a workweek without compensating plaintiffs and others at the rate
12 of time and one-half (1 1/2), defendants wilfully violated the provisions of Labor Code §1194.

13 36. As a result of the unlawful acts of defendants, plaintiffs and the class have been deprived
14 of wages and/or overtime in amounts to be determined at trial, and are entitled to recovery of such
15 amounts, plus interest and penalties thereon, attorneys' fees, and costs, pursuant to Labor Code §1194.

16 VI

17 **SECOND CAUSE OF ACTION**

18 **FAILURE TO ALLOW MEAL BREAKS PURSUANT TO LABOR CODE §226.7**

19 37. Plaintiffs repeat and reallege each and every allegation set forth in all of the foregoing
20 paragraphs as if fully set forth herein.

21 38. Labor Code §226.7 requires an employer to pay an additional hour of compensation for
22 each meal period the employer fails to provide. Employees are entitled to a meal period of at least thirty
23 (30) minutes per five (5) hour work period. Plaintiffs and the class consistently worked over five (5)
24 hour shifts. Pursuant to the Code, plaintiffs and the class are entitled to a meal period of not less than
25 thirty (30) minutes prior to exceeding five (5) hours of employment.

26 39. Defendants failed to provide plaintiffs and others with timely meal breaks of not less than
27 thirty (30) minutes as required by the Labor Code during the relevant class period.

28 40. Pursuant to Labor Code §226.7, plaintiffs and the class are entitled to damages in an

1 amount equal to one (1) hour of wages per missed meal break, in a sum to be proven at trial.

2 **VII**

3 **THIRD CAUSE OF ACTION**

4 **FAILURE TO REIMBURSE FOR EXPENSES**

5 41. Plaintiffs repeat and reallege each and every allegation set forth in all of the foregoing
6 paragraphs as if fully set forth herein.

7 42. Labor Code §2802 requires employers to indemnify employees for all necessary
8 expenditures incurred by the employee in the discharge of his or her duties.

9 43. At all relevant times herein, defendants required plaintiffs and the class to use their
10 vehicles as a condition of employment. However, defendants required plaintiffs and others to bear the
11 burden of paying for their use of their vehicles without the proper reimbursement. As a result,
12 defendants are liable to plaintiffs and the class for the amounts expended by plaintiffs and the class, plus
13 interest, penalties, and attorney's fees and costs pursuant to Labor Code §2802.

14 **VIII**

15 **FOURTH CAUSE OF ACTION**

16 **VIOLATION OF LABOR CODE §226(a)**

17 44. Plaintiffs repeat and reallege each and every allegation set forth in all of the foregoing
18 paragraphs as if fully set forth herein.

19 45. Section 226(a) of the California Labor Code requires defendants to itemize in wage
20 statements all deductions from payment of wages and to accurately report total hours worked by
21 plaintiffs and the members of the proposed class. Defendants have knowingly and intentionally failed
22 to comply with Labor Code §226(a) on each and every wage statement that should have been provided
23 to plaintiffs and members of the proposed class.

24 46. By failing to keep adequate records as required by §226(a) of the Labor Code, defendants
25 have injured plaintiffs and class members and made it difficult to calculate the unpaid wages earned,
26 unpaid meal period compensation, and losses and expenditures not indemnified by defendants
27 (including wages, interest, and penalties thereon) due plaintiff and members of the proposed class.

28 47. Plaintiffs and the class they seek to represent request relief as described herein and below.

IX

FIFTH CAUSE OF ACTION

WAITING TIME PENALTIES UNDER LABOR CODE §203

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4 48. Plaintiffs repeat and reallege each and every allegation set forth in all of the foregoing
5 paragraphs as if fully set forth herein.

6 49. Numerous members of the proposed class, including plaintiffs, are no longer employed
7 by defendants. They were either fired or quit defendants employ.

8 50. The defendants' failure to pay wages, as alleged above was willful in that defendants and
9 each of them knew wages to be due but failed to pay them, thus entitling plaintiffs and the proposed
10 class to penalties under Labor Code §203, which provides that an employee's wages shall continue as
11 a penalty until paid for a period of up to thirty (30) days from the time they were due.

12 51. Defendants have failed to pay plaintiffs and others a sum certain at the time of
13 termination or within seventy-two (72) hours of their resignation, and have failed to pay those sums for
14 thirty (30) days thereafter. Pursuant to the provisions of Labor Code §203, plaintiffs and the proposed
15 class are entitled to penalties in the amount of plaintiff's and others' daily wage multiplied by thirty (30)
16 days.

X

SIXTH CAUSE OF ACTION

UNFAIR COMPETITION PURSUANT TO

BUSINESS & PROFESSIONS CODE §17200

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21 52. Plaintiffs repeat and reallege each and every allegation set forth in all of the foregoing
22 paragraphs as if fully set forth herein.

23 53. This is a Representative Private Attorney General Action and Class Action for Unfair
24 Business Practices. Plaintiffs, on their own behalf, and on behalf of the general public, and on behalf
25 of others similarly situated, brings this claim pursuant to Business & Professions Code §17200, et seq.
26 The conduct of all defendants as alleged in this Complaint has been and continues to be unfair,
27 unlawful, and harmful to plaintiff, the general public, and the proposed class. Plaintiffs seek to enforce
28 important rights affecting the public interest within the meaning of Code of Civil Procedure §1021.5.

1 54. Plaintiffs are "person[s]" within the meaning of Business & Professions Code §17204,
2 and therefore have standing to bring this cause of action for injunctive relief, restitution, and other
3 appropriate equitable relief.

4 55. Business & Profession Code §17200, et seq. prohibits unlawful and unfair business
5 practices.

6 56. Wage and hour laws express fundamental public policies. Providing employees with
7 proper wages and reimbursement of expenses are fundamental public policies of this State and of the
8 United States. Labor Code §90.5(a) articulates the public policies of this State to enforce vigorously
9 minimum labor standards, to ensure that employees are not required or permitted to work under
10 substandard and unlawful conditions, and to protect law-abiding employers and their employees from
11 competitors who lower their standards.

12 57. Defendants have violated statutes and public policies. Through the conduct alleged in
13 this Complaint, defendants, and each of them, have acted contrary to these public policies, have violated
14 specific provisions of the Labor Code, and have engaged in other unlawful and unfair business practices
15 in violation of Business & Profession Code §17200, et seq., depriving plaintiff, and all persons similarly
16 situated, and all interested persons of rights, benefits, and privileges guarantees to all employees under
17 law.

18 58. Defendants' conduct, as alleged hereinabove, constitutes unfair competition in violation
19 of §17200 et. seq. of the Business & Professions Code.

20 59. Defendants by engaging in the conduct herein alleged, either knew or in the exercise of
21 reasonable care should have known that the conduct was unlawful. As such it is a violation of §17200
22 et. seq. of the Business & Professions Code.

23 60. As a proximate result of the above mentioned acts of defendants, plaintiff and others
24 similarly situated have been damaged in a sum as may be proven.

25 61. Unless restrained by this Court, defendants will continue to engage in the unlawful
26 conduct as alleged above. Pursuant to Business & Professions Code this Court should make such orders
27 or judgments, including the appointment of a receiver, as may be necessary to prevent the use or
28 employment, by defendants, their agents or employees, of any unlawful or deceptive practice prohibited

1 by the Business & Professions Code, and/or, including but not limited to, disgorgement of profits which
2 may be necessary to restore plaintiff and the proposed class members to the money defendants have
3 unlawfully failed to pay.

4 **XI**

5 **SEVENTH CAUSE OF ACTION**

6 **PENALTIES PURSUANT TO LABOR CODE §2699**

7 62. Plaintiffs repeat and reallege each and every allegation set forth in all of the foregoing
8 paragraphs as if fully set forth herein.

9 63. As a result of the acts alleged above, Plaintiffs seek penalties under California Labor
10 Code §2698, et seq. because of Defendants' violation of Labor Code §§201, 202, 203, 226, 226.7, 510,
11 512, 1194, 1199, and 2802.

12 64. For each such violation, Plaintiffs and the proposed class are entitled to penalties in an
13 amount to be shown at the time of trial subject to the following formula:

- 14 a. For \$100 for the initial violation per employee per pay period.
15 b. For \$200 for each subsequent violation per employee per pay period

16 65. These penalties shall be allocated 75% to the Labor and Workforce Development Agency
17 and 25% to the affected employees.

18 66. Plaintiffs sent a certified letter to the LWDA and Defendants as prescribed by the Code
19 on November 5, 2009. As no letter evidencing the LWDA's intention to investigate was received within
20 33 calendar days, Plaintiffs are entitled to commence a civil action as though the LWDA had chosen
21 not to investigate per §2699.3(a)(2)(A). Therefore, under Labor Code §2699.3(a)(2)(A), Plaintiffs may
22 proceed and file a complaint for penalties pursuant to Labor Code §2699.

23
24 **RELIEF REQUESTED**

25 **WHEREFORE**, plaintiffs pray for the following relief:

26 1. For compensatory damages in the amount of unpaid wages and overtime not paid to
27 plaintiffs and each other member of the class from at least four (4) years prior to the filing of this action
28 to the present as may be proven;

