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7 Attorneys for Plaintiff MAYA PITARRO,  
an individual, and on behalf of others  
8 similarly situated,

9 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
10 COUNTY OF SAN FRANCISCO

11 MAYA PITARRO, an individual, and on  
behalf of others similarly situated,

12 Plaintiff,

13 vs.

14 DSV AIR & SEA, INC., a Delaware  
15 corporation; UTI UNITED STATES, INC., a  
New York corporation; and DOES 1 through  
16 50, inclusive,

17 Defendants

ELECTRONICALLY  
**FILED**  
*Superior Court of California,  
County of San Francisco*  
**01/03/2019**  
Clerk of the Court  
BY: ERNALYN BURA  
Deputy Clerk

CASE NO.: CGC-18-571672

**CLASS ACTION**

**FIRST AMENDED COMPLAINT:**

1. Failure to Provide Meal Periods
2. Failure to Authorize and Permit Rest Breaks
3. Failure to Pay Minimum Wages
4. Failure to Pay Overtime Wages
5. Failure to Pay All Wages Due to Discharged and Quitting Employees
6. Failure to Furnish Accurate Itemized Wage Statements
7. Failure to Maintain Required Records
8. Failure to Indemnify Employees for Necessary Expenditures Incurred in Discharge of Duties
9. Unfair and Unlawful Business Practices
10. Representative Action for Penalties under the Labor Code Private Attorneys General Act

**DEMAND FOR JURY TRIAL**

1 PLAINTIFF MAYA PITARRO (“PLAINTIFF”), individually and on behalf of all others  
2 similarly situated, hereby alleges as follows:

3 **JURISDICTION AND VENUE**

4 1. PLAINTIFF brings this action on behalf of herself and all other similarly-situated  
5 current and former non-exempt employees of defendants DSV AIR & SEA, INC. (“DSV”); UTI  
6 UNITED STATES, INC. (“UTI”); and DOES 1 through 50, inclusive (“DOE DEFENDANTS”)  
7 (collectively, “DEFENDANTS”), in the State of California during the relevant statutory period to  
8 recover, among other things, unpaid compensation arising from DEFENDANTS’ failure to  
9 provide employees meal and rest periods (or compensation therefor) as required under California  
10 law, unpaid minimum and overtime wages, and unreimbursed business expenses. PLAINTIFF  
11 also seeks penalties, interest, attorneys’ fees, costs and expenses, and equitable, restitutionary and  
12 injunctive relief.

13 **JURISDICTION AND VENUE**

14 2. The Superior Court of the State of California has jurisdiction in this matter because  
15 PLAINTIFF is a resident of the State of California, and DEFENDANTS are qualified to do  
16 business in California and regularly conduct business in California. Further, no federal question is at  
17 issue because the claims are based solely on California law.

18 3. Venue is proper in this judicial district and the County of San Francisco, California  
19 because PLAINTIFF, and other persons similarly situated, performed work for DEFENDANTS  
20 in the County of San Francisco, DEFENDANTS maintain offices and facilities and transact  
21 business in the County of San Francisco, and DEFENDANTS’ illegal payroll policies and  
22 practices which are the subject of this action were applied, at least in part, to PLAINTIFF, and  
23 other persons similarly situated, in the County of San Francisco.

24 **THE PARTIES**

25 4. PLAINTIFF is a female resident of the State of California and a former employee  
26 of DEFENDANTS.

27 5. PLAINTIFF brings this action on behalf of herself and the following similarly  
28 situated class of individuals (“CLASS MEMBERS”): all current and former non-exempt

1 employees of DEFENDANTS in the State of California at any time within the period  
2 beginning four (4) years prior to the filing of this action and ending at the time this action  
3 settles or proceeds to final judgment (the “CLASS PERIOD”). PLAINTIFF reserves the right  
4 to name additional class representatives.

5 6. PLAINTIFF is informed and believes, and thereon alleges, that DSV is, and at all  
6 times relevant hereto was, a Delaware corporation. PLAINTIFF is further informed and believes,  
7 and thereon alleges, that DSV is authorized to conduct business, and conducts business, in the  
8 State of California. Specifically, DSV maintains offices and facilities, conducts business, and  
9 engages in illegal practices or policies in the County of San Francisco.

10 7. PLAINTIFF is informed and believes, and thereon alleges, that UTI is, and at all  
11 times relevant hereto was, a New York corporation. PLAINTIFF is further informed and  
12 believes, and thereon alleges, that UTI is authorized to conduct business, and conducts business,  
13 in the State of California. Specifically, UTI maintains offices and facilities, conducts business,  
14 and engages in illegal practices or policies in the County of San Francisco.

15 8. The true names and capacities of DOES 1 through 50, inclusive, are unknown to  
16 PLAINTIFF at this time, and PLAINTIFF therefore sues such DOE DEFENDANTS under  
17 fictitious names. PLAINTIFF is informed and believes, and thereon alleges, that each defendant  
18 designated as a DOE is in some manner highly responsible for the occurrences alleged herein, and  
19 that PLAINTIFF and CLASS MEMBERS’ injuries and damages, as alleged herein, were  
20 proximately caused by the conduct of such DOE defendants. PLAINTIFF will seek leave of the  
21 Court to amend this Complaint to allege their true names and capacities of such DOE  
22 DEFENDANTS when ascertained.

23 9. At all relevant times herein, DEFENDANTS were the joint employers of  
24 PLAINTIFF and CLASS MEMBERS. PLAINTIFF is informed and believes, and thereon  
25 alleges, that at all times material to this complaint DEFENDANTS were the alter egos, divisions,  
26 affiliates, integrated enterprises, joint employers, subsidiaries, parents, principals, related entities,  
27 co-conspirators, authorized agents, partners, joint venturers, and/or guarantors, actual or  
28 ostensible, of each other. Each defendant was completely dominated by his, her or its co-

1 defendant, and each was the alter ego of the other.

2 10. At all relevant times herein, PLAINTIFF and CLASS MEMBERS were employed  
3 by DEFENDANTS under employment agreements that were partly written, partly oral, and partly  
4 implied. In perpetrating the acts and omissions alleged herein, DEFENDANTS, and each of  
5 them, acted pursuant to, and in furtherance of, their policies and practices of not paying  
6 PLAINTIFF and CLASS MEMBERS all wages earned and due, through methods and schemes  
7 which include, but are not limited to, failing to provide meal periods; failing to authorize and  
8 permit rest breaks; failing to pay minimum and overtime wages; failing to provide accurate  
9 itemized statements; failing to maintain required records; and failing to compensate PLAINTIFF  
10 and CLASS MEMBERS for necessary expenditures, in violation of the California Labor Code  
11 and the applicable Industrial Welfare Commission (“IWC”) Wage Order.

12 11. PLAINTIFF is informed and believes, and thereon allege, that each and every one  
13 of the acts and omissions alleged herein were performed by, and/or attributable to, all  
14 DEFENDANTS, each acting as agents and/or employees, and/or under the direction and control  
15 of, each of the other DEFENDANTS, and that said acts and failures to act were within the course  
16 and scope of said agency, employment and/or direction and control.

17 12. As a direct and proximate result of the unlawful actions of DEFENDANTS,  
18 PLAINTIFF and CLASS MEMBERS have suffered, and continue to suffer, from loss of earnings  
19 in amounts as yet unascertained, but subject to proof at trial, and within the jurisdiction of this  
20 Court.

21 **CLASS ACTION ALLEGATIONS**

22 13. This action is appropriately suited for a class action because:

23 a. The potential class is of a significant number. Joinder of all current and  
24 former employees individually would be impracticable.

25 b. This action involves common questions of law and fact because the action  
26 focuses on DEFENDANTS’ illegal practices and policies, which are applied to all non-exempt  
27 employees in violation of the Labor Code, the applicable IWC Wage Order, and the Business and  
28 Professions Code which prohibits unfair business practices arising from such violations.

1 c. PLAINTIFF's claims are typical of the claims of the class because  
2 DEFENDANTS subjected all non-exempt employees to the same violations of the Labor Code,  
3 the applicable IWC Wage Order, and the Business and Professions Code.

4 d. PLAINTIFF will fairly and adequately protect the interests of all CLASS  
5 MEMBERS.

6 e. A class action is superior to other available methods for fairly and  
7 efficiently adjudicating the controversy.

8 **FIRST CAUSE OF ACTION**

9 **Failure to Provide Meal Periods**

10 **[Cal. Labor Code §§ 226.7, 512; IWC Wage Order No. 9-2001, § 11]**

11 **(Against all DEFENDANTS)**

12 13. PLAINTIFF incorporates herein by specific reference, as though fully set forth,  
13 the allegations in the foregoing paragraphs.

14 14. During the CLASS PERIOD, as part of DEFENDANTS' illegal payroll policies  
15 and practices to deprive their non-exempt employees all wages earned and due, DEFENDANTS  
16 required, permitted or otherwise suffered PLAINTIFF and CLASS MEMBERS to take less than  
17 the 30-minute meal period, or to work through them, and have failed to otherwise provide the  
18 required meal periods to PLAINTIFF and CLASS MEMBERS pursuant to California Labor Code  
19 §§ 226.7 and 512 and IWC Order No. 9-2001, § 11.

20 15. DEFENDANTS further violated California Labor Code §§ 226.7 and IWC Wage  
21 Order No. 9-2001, § 11 by failing to compensate PLAINTIFF and CLASS MEMBERS who  
22 were not provided with a meal period, in accordance with the applicable wage order, one  
23 additional hour of compensation at each employee's regular rate of pay for each workday that a  
24 meal period was not provided.

25 16. As a proximate result of the aforementioned violations, PLAINTIFF and CLASS  
26 MEMBERS have been damaged in an amount according to proof at trial, and seek all wages  
27 earned and due, interest, penalties, expenses, and costs of suit.

28 ///



1 CLASS MEMBERS minimum wages for all hours worked by, among other things: requiring,  
2 permitting or suffering PLAINTIFF and CLASS MEMBERS to work off the clock; requiring,  
3 permitting or suffering PLAINTIFF and CLASS MEMBERS to work through meal breaks  
4 without compensation; illegally and inaccurately recording time worked by PLAINTIFF and  
5 CLASS MEMBERS; and other methods to be discovered.

6 24. DEFENDANTS' conduct described herein violates California Labor Code §§ 1194  
7 and 1197 and IWC Wage Order No. 9-2001, § 4. As a proximate result of the aforementioned  
8 violations, PLAINTIFF and CLASS MEMBERS have been damaged in an amount according to  
9 proof at trial. Therefore, pursuant to California Labor Code §§ 200, 203, 226, 558, 1194 and  
10 1197.1 and other applicable provisions under the Labor Code and IWC Wage Order, PLAINTIFF  
11 and CLASS MEMBERS are entitled to recover the unpaid balance of wages owed to them by  
12 DEFENDANTS, plus interest, penalties, attorneys' fees, expenses, and costs of suit.

13 **FOURTH CAUSE OF ACTION**

14 **Failure to Pay Overtime Wages**

15 **[Cal. Labor Code §§ 510, 1194, 1198; IWC Wage Order No. 9-2001, § 3]**

16 **(Against all DEFENDANTS)**

17 25. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the  
18 allegations in the foregoing paragraphs.

19 26. Pursuant to California Labor Code §§ 510 and 1194 and IWC Wage Order No. 9-  
20 2001, § 3, DEFENDANTS are required to compensate PLAINTIFF and CLASS MEMBERS for  
21 all overtime, which is calculated at one and one-half (1 ½) times the regular rate of pay for all  
22 hours worked in excess of eight (8) hours per day and/or forty (40) hours per week, and for the  
23 first eight (8) hours on the seventh consecutive workday, with double time for all hours worked  
24 in excess of twelve (12) hours in any workday and for all hours worked in excess of eight (8)  
25 hours on the seventh consecutive day of work in any workweek.

26 27. PLAINTIFF and CLASS MEMBERS are current and former non-exempt  
27 employees entitled to the protections of California Labor Code §§ 510 and 1194 and IWC Wage  
28 Order No. 9-2001. During the CLASS PERIOD, DEFENDANTS failed to compensate

1 PLAINTIFF and CLASS MEMBERS for all overtime hours worked as required under the  
2 foregoing provisions of the California Labor Code and IWC Wage Order by, among other  
3 things: failing to pay overtime at one and one-half (1 ½) or double the regular rate of pay as  
4 provided by California Labor Code §§ 510, 1194, and IWC Wage Order No. 9-2001, § 3;  
5 requiring, permitting or suffering PLAINTIFF and CLASS MEMBERS to work off the clock;  
6 requiring, permitting or suffering PLAINTIFF and CLASS MEMBERS to work through meal  
7 breaks without compensation; illegally and inaccurately recording time worked by PLAINTIFF  
8 and CLASS MEMBERS; and other methods to be discovered.

9 28. In violation of California law, DEFENDANTS failed to pay PLAINTIFF and  
10 CLASS MEMBERS for all hours worked. As a proximate result, PLAINTIFF and CLASS  
11 MEMBERS have suffered, and continue to suffer, substantial losses related to the use and  
12 enjoyment of such wages, lost interest on such wages, and expenses and attorneys' fees in  
13 seeking to compel DEFENDANTS to fully perform their obligations under state law, all to their  
14 respective damages in amounts according to proof at time of trial, and within the jurisdiction of  
15 this Court.

16 29. DEFENDANTS' conduct described herein violates California Labor Code §§ 510,  
17 511, 1194 and 1198 and IWC Wage Order No. 9-2001, § 3. Therefore, pursuant to California  
18 Labor Code §§ 200, 203, 226, 558, 1194, 1197.1, and other applicable provisions under the  
19 California Labor Code and IWC Wage Orders, PLAINTIFF and CLASS MEMBERS are entitled  
20 to recover the unpaid balance of wages owed to them by DEFENDANTS, plus interest,  
21 penalties, attorneys' fees, expenses, and costs of suit.

22 **FIFTH CAUSE OF ACTION**

23 **Failure to Pay All Wages Due to Discharged and Quitting Employees**

24 **[Cal. Labor Code §§ 201, 202, 203]**

25 **(Against all DEFENDANTS)**

26 30. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the  
27 allegations in the foregoing paragraphs.

28 31. Pursuant to California Labor Code § 201, 202, and 203, DEFENDANTS are

1 required to pay all earned and unpaid wages to an employee who is discharged. California Labor  
2 Code § 201 mandates that if an employer discharges an employee, the employee's wages accrued  
3 and unpaid at the time of discharge are due and payable immediately.

4 32. Furthermore, pursuant to California Labor Code § 202, DEFENDANTS are  
5 required to pay all accrued wages due to an employee no later than 72 hours after the employee  
6 quits his or her employment, unless the employee provided 72 hours previous notice of his or her  
7 intention to quit, in which case the employee is entitled to his or wages at the time of quitting.

8 33. California Labor Code § 203 provides that if an employer willfully fails to pay, in  
9 accordance with California Labor Code §§ 201 and 202, any wages of an employee who is  
10 discharged or who quits, the employer is liable for waiting time penalties in the form of continued  
11 compensation to the employee at the same rate for up to 30 workdays.

12 34. During the CLASS PERIOD, DEFENDANTS have willfully failed to pay accrued  
13 wages and other compensation to PLAINTIFF and CLASS MEMBERS in accordance with  
14 California Labor Code §§ 201 and 202.

15 35. As a result, PLAINTIFF and CLASS MEMBERS are entitled to all available  
16 statutory penalties, including the waiting time penalties provided in California Labor Code § 203,  
17 together with interest thereon, as well as other available remedies.

18 **SIXTH CAUSE OF ACTION**

19 **Failure to Furnish Accurate Itemized Wage Statements**

20 **[Cal. Labor Code § 226; IWC Wage Order No. 9-2001, § 7]**

21 **(Against all DEFENDANTS)**

22 36. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the  
23 allegations in the foregoing paragraphs.

24 37. During the CLASS PERIOD, DEFENDANTS knowingly and intentionally failed  
25 to provide PLAINTIFF and CLASS MEMBERS timely and accurate itemized wage statements in  
26 writing showing each employee's gross wages earned, total hours worked, all deductions made,  
27 net wages earned, the name and address of the legal entity or entities employing PLAINTIFF and  
28 CLASS MEMBERS, and all applicable hourly rates in effect during each pay period and the

1 corresponding number of hours worked at each hourly rate, in violation of California Labor Code  
2 § 226 and IWC Wage Order No. 9-2001, § 7.

3 38. During the CLASS PERIOD, PLAINTIFF and CLASS MEMBERS suffered  
4 injury, and continue to suffer injury, as a result of DEFENDANTS' failure to provide timely and  
5 accurate itemized wage statements, as PLAINTIFF and CLASS MEMBERS could not promptly  
6 and easily determine from the wage statement alone one or more of the following: the gross  
7 wages earned, total hours worked, all deductions made, net wages earned, the name and address  
8 of the legal entity or entities employing PLAINTIFF and CLASS MEMBERS, and all applicable  
9 hourly rates in effect during each pay period and the corresponding number of hours worked at  
10 each hourly rate.

11 39. As a proximate result of DEFENDANTS' unlawful actions and omissions,  
12 PLAINTIFF and CLASS MEMBERS have been damaged in an amount according to proof at  
13 trial, and seek all wages earned and due, plus interest thereon. Additionally, PLAINTIFF and  
14 CLASS MEMBERS are entitled to all available statutory penalties, including but not limited to  
15 civil penalties pursuant to California Labor Code §§ 226(e), 226.3, and 1174.5, and an award of  
16 costs, expenses, and reasonable attorneys' fees, including but not limited to those provided in  
17 California Labor Code § 226(e), as well as other available remedies.

18 **SEVENTH CAUSE OF ACTION**

19 **Failure to Maintain Required Records**

20 **[Cal. Labor Code §§ 226, 1174; IWC Wage Order No. 9-2001, § 7]**

21 **(Against all DEFENDANTS)**

22 40. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the  
23 allegations in the foregoing paragraphs.

24 41. During the CLASS PERIOD, as part of DEFENDANTS' illegal payroll policies  
25 and practices to deprive PLAINTIFF and CLASS MEMBERS of all wages earned and due,  
26 DEFENDANTS knowingly and intentionally failed to maintain records as required under  
27 California Labor Code §§ 226 and 1174 and IWC Wage Order No. 9-2001, § 7, including but not  
28 limited to the following records: total daily hours worked by each employee; applicable rates of

1 pay; all deductions; meal periods; time records showing when each employee begins and ends  
2 each work period; and accurate itemized statements.

3 42. As a proximate result of DEFENDANTS' unlawful actions and omissions,  
4 PLAINTIFF and CLASS MEMBERS have been damaged in an amount according to proof at  
5 trial, and are entitled to all wages earned and due, plus interest thereon. Additionally,  
6 PLAINTIFF and CLASS MEMBERS are entitled to all available statutory penalties, including  
7 but not limited to civil penalties pursuant to California Labor Code §§ 226(e), 226.3, and 1174.5,  
8 and an award of costs, expenses, and reasonable attorneys' fees, including but not limited to those  
9 provided in California Labor Code § 226(e), as well as other available remedies.

10 **EIGHTH CAUSE OF ACTION**

11 **Failure to Indemnify Employees for Necessary Expenditures Incurred in Discharge of**  
12 **Duties**

13 **[Cal. Labor Code § 2802]**

14 **(Against all DEFENDANTS)**

15 43. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the  
16 allegations in the foregoing paragraphs.

17 44. California Labor Code § 2802(a) requires an employer to indemnify an employee  
18 for all necessary expenditures or losses incurred by the employee in direct consequence of the  
19 discharge of her his or her duties, or of his or her obedience to the directions of the employer.

20 45. During the CLASS PERIOD, DEFENDANTS failed to indemnify PLAINTIFF  
21 and CLASS MEMBERS for all business expenses and/or losses incurred in direct consequence of  
22 the discharge of their duties while working under the direction of DEFENDANTS, including but  
23 not limited to expenses for uniforms, cell phone usage, and other employment-related expenses,  
24 in violation of California Labor Code § 2802.

25 46. As a proximate result of DEFENDANTS' unlawful actions and omissions,  
26 PLAINTIFF and CLASS MEMBERS have been damaged in an amount according to proof at  
27 trial, and seek reimbursement of all necessary expenditures, plus interest thereon pursuant to  
28 California Labor Code § 2802(b). Additionally, PLAINTIFF and CLASS MEMBERS are

1 entitled to all available statutory penalties and an award of costs, expenses, and reasonable  
2 attorneys' fees, including those provided in California Labor Code § 2802(c), as well as other  
3 available remedies.

4 **NINTH CAUSE OF ACTION**

5 **Unfair and Unlawful Business Practices**

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

7 **(Against all DEFENDANTS)**

8 47. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the  
9 allegations in the foregoing paragraphs.

10 48. Each and every one of DEFENDANTS' acts and omissions in violation of the  
11 California Labor Code and/or the applicable IWC Wage Order as alleged herein, including but  
12 not limited to DEFENDANTS' failure to provide required meal periods, authorize and permit rest  
13 periods, pay minimum and overtime wages for all hours worked, pay all wages due to discharged  
14 and quitting employees, furnish accurate itemized wage statements, maintain required records,  
15 and indemnify PLAINTIFF and CLASS MEMBERS for necessary expenditures and/or losses  
16 incurred in the discharge of their duties, constitute unfair and unlawful business practices under  
17 California Business and Professions Code § 17200, et seq.

18 49. DEFENDANTS' violations of California wage and hour laws constitute a business  
19 practice because DEFENDANTS' aforementioned acts and omissions were done repeatedly over  
20 a significant period of time, and in a systematic manner, to the detriment of PLAINTIFF and  
21 CLASS MEMBERS.

22 50. DEFENDANTS have avoided payment of minimum wages, overtime wages, meal  
23 period premiums, rest break premiums, and other benefits as required by the California Labor  
24 Code, the California Code of Regulations, and the applicable IWC Wage Order. Further,  
25 DEFENDANTS have failed to record, report, and pay the correct sums of assessment to the state  
26 authorities under the California Labor Code and other applicable regulations.

27 51. As a result of DEFENDANTS' unfair and unlawful business practices,  
28 DEFENDANTS have reaped unfair and illegal profits during the CLASS PERIOD at the expense

1 of PLAINTIFF, CLASS MEMBERS, and members of the public. DEFENDANTS should be  
2 made to disgorge their ill-gotten gains and to restore them to PLAINTIFF and CLASS  
3 MEMBERS.

4 52. DEFENDANTS' unfair and unlawful business practices entitle PLAINTIFF and  
5 CLASS MEMBERS to seek preliminary and permanent injunctive relief, including but not  
6 limited to orders that DEFENDANTS account for, disgorge, and restore to PLAINTIFF and  
7 CLASS MEMBERS the wages and other compensation unlawfully withheld from them.  
8 PLAINTIFF and CLASS MEMBERS are entitled to restitution of all monies to be disgorged  
9 from DEFENDANTS in an amount according to proof at the time of trial, but in excess of the  
10 jurisdiction of this Court.

11 **TENTH CAUSE OF ACTION**

12 **Representative Action for Civil Penalties**

13 **[Cal. Labor Code §§ 2698–2699.5]**

14 **(Against DSV and DOE DEFENDANTS)**

15 53. PLAINTIFF incorporates herein by specific reference as though fully set forth the  
16 allegations in all preceding paragraphs, with exception of the allegations in paragraph 13 and the  
17 subparagraphs thereto.

18 54. PLAINTIFF is an “aggrieved employee” within the meaning of California Labor  
19 Code § 2699(c) and a proper representative to bring a civil action on behalf of herself and other  
20 current and former employees of DEFENDANTS pursuant to the procedures specified in  
21 California Labor Code § 2699.3, because PLAINTIFF was employed by DSV and DOE  
22 DEFENDANTS and the alleged violations of the California Labor Code were committed against  
23 PLAINTIFF.

24 55. Pursuant to the California Private Attorneys General Act of 2004 (“PAGA”),  
25 Labor Code §§ 2698–2699.5, PLAINTIFF seeks to recover civil penalties, including but not  
26 limited to penalties under California Labor Code §§ 2699, 210, 226.3, 558, 1174.5, 1197.1, and  
27 IWC Wage Order No. 9-2001, § 20, from DSV and DOE DEFENDANTS in a representative  
28 action for the violations set forth above, including but not limited to violations of California

1 Labor Code §§ 201, 202, 203, 204, 226, 226.7, 510, 512, 1174, 1194, 1197, 1198, and 2802.  
2 PLAINTIFF is also entitled to an award of reasonable attorneys' fees and costs pursuant to  
3 California Labor Code § 2699(g)(1).

4 56. Pursuant to California Labor Code §§ 2699.3, PLAINTIFF gave written notice on  
5 August 31, 2018 by online filing to the California Labor and Workforce Development Agency  
6 ("LWDA") and by certified mail to DSV of the specific provisions of the California Labor Code  
7 and IWC Wage Orders alleged to have been violated, including the facts and theories to support  
8 the alleged violations. More than sixty-five (65) days have passed and the LWDA has not  
9 provided notice to PLAINTIFF that it intends to investigate the alleged violations.

10 57. Therefore, PLAINTIFF has complied with all of the requirements set forth in  
11 California Labor Code § 2699.3 to commence a representative action under PAGA.

12 **PRAYER FOR RELIEF**

13 WHEREFORE, PLAINTIFF, individually and on behalf of all other persons similarly  
14 situated, respectfully prays for relief against DEFENDANTS, and each of them, as follows:

- 15 1. For compensatory damages in an amount to be ascertained at trial;
- 16 2. For restitution of all monies due to PLAINTIFF and CLASS MEMBERS, as well  
17 as disgorged profits from DEFENDANTS' unfair and unlawful business practices;
- 18 3. For meal and rest period compensation pursuant to California Labor Code § 226.7  
19 and IWC Wage Order No. 9-2001;
- 20 4. For liquidated damages pursuant to California Labor Code §§ 1194.2 and 1197.1;
- 21 5. For preliminary and permanent injunctive relief enjoining DEFENDANTS from  
22 violating the relevant provisions of the California Labor Code and the IWC Wage Orders, and  
23 from engaging in the unlawful business practices complained of herein;
- 24 6. For waiting time penalties pursuant to California Labor Code § 203;
- 25 7. For statutory and civil penalties according to proof, including but not limited to all  
26 penalties authorized by the California Labor Code §§ 226(e) and 2699;
- 27 8. For interest on the unpaid wages at 10% per annum pursuant to California Labor  
28 Code §§ 218.6, 1194 and 2802, California Civil Code §§ 3287 and 3288, and/or any other

1 applicable provision providing for pre-judgment interest;

2 9. For reasonable attorneys' fees and costs pursuant to California Labor Code  
3 §§ 1194, 2699 and 2802, California Civil Code § 1021.5, and any other applicable provisions  
4 providing for attorneys' fees and costs;

5 10. For declaratory relief;

6 11. For an order certifying the First, Second, Third, Fourth, Fifth, Sixth, Seventh,  
7 Eighth and Ninth causes of action as a class action;

8 12. For an order appointing PLAINTIFF as class representative and PLAINTIFF's  
9 counsel as class counsel; and

10 13. For such further relief that the Court may deem just and proper.

11  
12 DATED: January 3, 2018

Respectfully submitted,

13 **MATERN LAW GROUP, PC**

14  
15 By:



16 MATTHEW J. MATERN  
17 MIKAEL H. STAHL  
18 Attorneys for Plaintiff MAYA PITARRO,  
19 individually and on behalf of all others similarly  
20 situated

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**DEMAND FOR JURY TRIAL**

PLAINTIFF, individually and on behalf of all others similarly situated, hereby demands a trial by jury on all issues so triable.

DATED: January 3, 2018

Respectfully submitted,

**MATERN LAW GROUP, PC**

By:   
MATTHEW J. MATERN  
MIKAEL H. STAHL  
Attorneys for Plaintiff MAYA PITARRO,  
individually and on behalf of all others similarly  
situated