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7 *Plaintiff and the Putative Class*

8 UNITED STATES DISTRICT COURT  
9 NORTHERN DISTRICT OF CALIFORNIA

10 BILLY ALABSI, on behalf of himself  
11 and all others similarly situated,

12 Plaintiff,

13 vs.

14 SAVOYA, LLC, and DOES 1 through  
15 50 inclusive,

16 Defendants.

CASE NO.: 3:18-cv-06510

CLASS AND COLLECTIVE ACTION

COMPLAINT FOR DAMAGES,  
RESTITUTION, AND INJUNCTIVE  
RELIEF

- 17 (1) Failure to Pay Minimum Wage  
18 Compensation for All Hours Worked in  
19 violation of Fair Labor Standards Act, 29  
20 U.S.C. § 206;
- 21 (2) Failure to Pay Overtime in Violation of  
22 Fair Labor Standards Act, 29 U.S.C. §  
23 207;
- 24 (3) Failure to Pay Minimum Wage  
25 Compensation for All Hours Worked in  
26 Violation of Cal. Labor Code §§ 1194 and  
27 1197, and IWC Wage Orders;
- 28 (4) Failure to Pay Overtime in Violation of  
Cal. Labor Code §§ 510, 1194, and 1198,  
and IWC Wage Orders;
- (5) Failure to Reimburse Business Expenses  
in Violation of Cal. Labor Code § 2802;
- (6) Failure to Provide and/or Authorize Meal  
and Rest Periods / Unpaid Wages in  
Violation of Cal. Labor Code §§ 226.7 and  
512, and IWC Wage Orders;

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- (7) Failure to Provide Accurate Itemized Wage Statements in Violation of Cal. Labor Code § 226;**
- (8) Failure to Pay Earned Wages Upon Discharge, Waiting Time Penalties in Violation of Cal. Labor Code §§ 201-203; and**
- (9) Unlawful and/or Unfair Business Practices in Violation of Cal. Business & Professions Code § 17200, *et seq.***

**DEMAND FOR JURY TRIAL**

I. **PRELIMINARY STATEMENT**

1  
2 1. This is a collective and class action to recover unpaid wages brought by individual  
3 and representative Plaintiff Billy Alabsi, on his own behalf and on behalf of the proposed  
4 Collective and California Classes identified below. Plaintiff and the putative class members work  
5 or worked for Defendant Savoya, LLC (“Savoya” or “Defendant”) as drivers (“Drivers”). Savoya  
6 provides chauffeured ground transportation services to high-end clients nationwide and across  
7 the globe.

8 2. The Collective Class is made up of all persons who worked for Savoya as Drivers  
9 in the United States at any time within three years prior to this action’s filing date through the  
10 date of trial in this action (the “Collective Class Period”).

11 3. The California Class is made up of all persons who worked for Savoya as Drivers  
12 in the State of California at any time within four years prior to this action’s filing date through  
13 the trial of this action (the “California Class Period”).

14 4. The California Itemized Wage Statement Subclass is made up of all California  
15 Class Members who are currently working for Savoya or who were working for Savoya at some  
16 point within the year preceding this action’s filing date.

17 5. The California Waiting Time Penalties Subclass is made up of all California Class  
18 Members who no longer work for Savoya and have not worked for Savoya for more than 72 hours  
19 within three years prior to this action’s filing date through the final disposition of this action.

20 6. During the Collective Class Period and the California Class Period, Savoya  
21 willfully misclassified its Drivers as independent contractors, a decision which resulted in the  
22 denial of overtime compensation and minimum wage payments to Savoya’s Drivers nationwide.  
23 Savoya’s California Drivers were additionally deprived of lawful meal and rest breaks,  
24 reimbursement for business expenditures incurred and required by their jobs, and other payments  
25 consistent with the requirements of California wage and hour laws. Savoya’s Drivers are similarly  
26 situated under Federal Rule of Civil Procedure 23 and the Fair Labor Standards Act (“FLSA”),  
27 29 U.S.C. § 216(b).



1 partner, and/or joint venture of the remaining Defendants and was acting within the course and  
2 scope of the relationship. Plaintiff Alabsi is further informed, believes, and thereon alleges that  
3 each of the Defendants herein gave consent to, ratified and authorized the acts alleged herein to  
4 the remaining Defendants.

5 **III. JURISDICTION AND VENUE**

6 13. This Court has subject matter jurisdiction pursuant to 28 U.S.C. § 1331, as this  
7 case is brought under the FLSA, 29 U.S.C. §§ 206, 207, 216(b). The representative Plaintiff has  
8 signed a consent form to join this lawsuit, attached hereto as Exhibit A. This Court also has  
9 supplemental jurisdiction over Plaintiff's state-law claims pursuant to 28 U.S.C. § 1367.

10 14. Venue is proper in the United States District Court for the Northern District of  
11 California pursuant to 28 U.S.C. § 1391(b)(2), because a substantial part of the events giving rise  
12 to the claims set forth herein occurred in this district.

13 **IV. DESCRIPTION OF ILLEGAL PAY PRACTICES**

14 15. Savoya operates a chauffeured limousine and luxury car transportation business.  
15 Upon information and belief, Savoya derives all or nearly all of its revenue from the provision of  
16 transportation services. Savoya relies on dozens of Drivers in California and hundreds of Drivers  
17 nationwide to chauffeur its clients. Notwithstanding that Savoya's core business is providing  
18 chauffeur services, Savoya considers the Drivers who provide those services independent  
19 contractors rather than employees.

20 16. Savoya pays its Drivers for each trip according to a predetermined Inclusive Rate  
21 Schedule, which provides for flat-fee payments based on distance or hourly payments for trips  
22 lasting more than two hours.

23 17. Savoya retains and exercises extensive control over the day-to-day work of its  
24 Drivers, who are assigned specific customers, locations, and times for picking them up and  
25 dropping them off each day. Although, nominally, Drivers have the right to decline assignments,  
26 in practice, Drivers who decline jobs are penalized by not receiving future jobs from Savoya.

27 18. Savoya enforces a strict dress code for its Drivers, requiring them to wear a black  
28 suit, black tie, black belt, black socks, and black shoes.

1           19. Savoya requires its Drivers to provide their own vehicles, which must be black  
2 (except for vans and motor coaches), less than three years old, and free of any visible damage to  
3 the exterior or interior. Savoya maintains a list of approved sedans and sport utility vehicles.  
4 Savoya requires that Drivers adopt environmentally responsible maintenance procedures,  
5 including the recycling of used oil, batteries, antifreeze, and tires.

6           20. Savoya also requires that the vehicle interiors follow specified standards. Savoya  
7 requires that its Drivers' vehicles be stocked with an umbrella, bottled water, newspaper, maps,  
8 GPS device, and a detailing kit. Vehicles further must be free of magazines, tissues, candy,  
9 promotional materials, or any items hanging from the rearview mirror. Vehicles must be  
10 designated as non-smoking and have a neutral odor, although no visible air fresheners are  
11 permitted.

12           21. Savoya further dictates how Drivers must behave prior to and during trips.  
13 Specifically, when waiting for the client, Drivers are required to use tablets with computer-  
14 generated signage; hand written signs are prohibited. During the trip, Savoya requires that Drivers  
15 not speak unless spoken to, that they confirm radio and temperature preferences with the  
16 passenger during the first five minutes of the trip, and that they never discuss rates with  
17 passengers.

18           22. Savoya closely monitors Drivers during trips, requiring that Drivers keep the  
19 Savoya app loaded and that they use status update buttons indicating when the driver is onsite,  
20 when the passenger is onboard, and when the passenger is dropped off.

21           23. Savoya mandates that its Drivers purchase and maintain liability insurance  
22 coverage in a minimum amount set by Savoya. Coach buses and mini-buses require a minimum  
23 \$5 million liability policy and all other vehicles require a minimum \$1 million liability policy.  
24 Drivers must list Savoya as an Additional Insured on the policy. Drivers must select an insurance  
25 carrier with an A.M. Best rating of A-VII.

26           24. Savoya maintains the right to terminate Drivers, without cause, upon 30 days  
27 notice.  
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1           25.     Upon information and belief, many Drivers work full time for Defendant and do  
2 not have alternate sources of revenue.

3           26.     Drivers for Savoya do not have the opportunity to share in the profits or losses of  
4 any independent business as a result of their managerial skills.

5           27.     Savoya's classification of Class Members as independent contractors was  
6 "willful," as that term is defined in Labor Code § 226.8(i)(4).

7           28.     As a result of Savoya's misclassification of its Drivers as independent contractors,  
8 Savoya has failed to reimburse California Class Members for employment-related expenses,  
9 including: costs of obtaining their vehicles; operation costs associated with the vehicle such as  
10 fuel, maintenance, repair, cleaning, and licensing; insurance premiums; costs of purchasing and  
11 maintaining service for cellular phones and tablets required by Savoya; and costs of keeping  
12 vehicle stocked with umbrella, bottled water, and newspapers.

13           29.     As a result of Savoya's misclassification of its Drivers as independent contractors  
14 and the long hours Savoya has required its Drivers to work, Savoya has willfully and knowingly  
15 failed to pay premium overtime compensation to Plaintiff and similarly situated Class Members  
16 for hours worked in excess of 40 hours per week. Savoya has similarly willfully and knowingly  
17 failed to pay premium overtime compensation to California Class Members for work in excess  
18 of 8 hours per day.

19           30.     As a result of Savoya's misclassification of Class Members as independent  
20 contractors and the long hours Savoya have required the Class Members to work, and taking into  
21 account the employment-related expenses and deductions the Class Members are forced to bear,  
22 Savoya has failed to pay minimum wage compensation to Plaintiff and similarly situated Class  
23 Members for all hours worked.

24           31.     Savoya additionally failed to pay class Class Members for all hours worked by  
25 requiring Drivers to arrive at jobs 15 minutes early, referred to as "spot time," but failing to  
26 provide Drivers with any compensation for that time.

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1           46.    Numerosity: The Proposed Class and Subclasses are so numerous that joinder of  
2 all members is impracticable. Plaintiff Alabsi is informed and believes, and on that basis alleges,  
3 that during the relevant time period, Savoya employed dozens of Drivers who are geographically  
4 dispersed and who satisfy the definition of the Class Members and the Subclasses. The names  
5 and addresses of the Class Members are available to Savoya. Notice can be provided to Class  
6 members via first-class mail and/or e-mail using techniques and a form of notice similar to those  
7 customarily used in class action lawsuits of this nature.

8           47.    Typicality: Plaintiff Alabsi's claims are typical of the Class Members and each of  
9 the Subclass Members. Plaintiff Alabsi, like other Class Members and Subclass Members, was  
10 subjected to Savoya's common, unlawful policies, practices, and procedures. The claims of  
11 Plaintiff Alabsi are typical of the claims of the Class Members and Subclass Members whose  
12 contracts misclassified them as independent contractors. Savoya's common course of unlawful  
13 conduct has caused Plaintiff Alabsi and similarly situated Class Members (and where applicable,  
14 Subclass Members), to sustain the same or similar injuries and damages caused by the same  
15 practices of Savoya, including not receiving overtime and minimum wage compensation, meal  
16 and rest breaks, accurate wage statements, reimbursements for all necessary business expenses,  
17 all wages due upon termination, and similar compensation provided by state and federal wage  
18 law. Plaintiff's claims are thereby representative of and co-extensive with the claims of the Class  
19 Members and the Subclass Members.

20           48.    Plaintiff Alabsi is typical of the proposed Waiting Time Penalties Subclass, in that  
21 he no longer works for Savoya, has not worked for Savoya for more than 72 hours, and is owed  
22 unpaid minimum wage and overtime compensation, meal and rest break premiums, and  
23 reimbursement for business expenses.

24           49.    Plaintiff Alabsi is typical of the proposed Itemized Wage Statement Penalties  
25 Subclass, in that he worked for Savoya within one year prior to the filing of this suit, and Davoya  
26 failed to issue him accurate itemized wage statements.

27           50.    Adequacy: Plaintiff Alabsi is a member of the Class and each of the Subclasses,  
28 does not have any conflicts of interest with other Class Members or Subclass Members, and will

1 prosecute the case vigorously on behalf of the Class and Subclasses. Plaintiff Alabsi will fairly  
2 and adequately protect the interests of the Class Members and Subclass Members. Plaintiff Alabsi  
3 has retained counsel competent and experienced in complex class actions, and federal and  
4 California wage and hour litigation.

5 51. Superiority: A class action is superior to other available methods for the fair and  
6 efficient adjudication of this controversy, particularly in the context of wage and hour litigation  
7 where individual Plaintiffs lack the financial resources to vigorously prosecute separate lawsuits  
8 in federal court against large corporate defendants, and fear retaliation and blackballing in their  
9 industry. Prosecuting dozens of identical individual lawsuits statewide does not promote judicial  
10 efficiency, equity, or consistency in judicial results.

11 52. Commonality for the Class: There are questions of law and fact common to Plaintiff  
12 Alabsi and the Class Members that predominate over any questions affecting only individual  
13 members of the class. These common questions of law and fact include, without limitation:

- 14 (a) Whether Savoya can show that Drivers are free from its direction and  
15 control when performing work for Savoya, as required to treat Drivers as  
16 independent contractors under California law;
- 17 (b) Whether Savoya can show that Drivers perform work outside the usual  
18 course of its business, *i.e.*, providing chauffeured transportation services,  
19 as required to treat Drivers as independent contractors under California  
20 law;
- 21 (c) Whether Savoya can show that Drivers are customarily engaged in an  
22 independently established trade or business, as required to treat Drivers as  
23 independent contractors under California law;
- 24 (d) Whether Savoya maintained the right to control Drivers, including a right  
25 to terminate Drivers at will;
- 26 (e) Whether Savoya has failed to pay Class Members overtime wages for time  
27 worked in excess of 40 hours per week and/or eight hours per day;
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- (f) Whether Savoya has failed to pay Class Members appropriate minimum wage compensation for all hours worked;
- (g) Whether the Class Members have necessarily incurred employment-related expenses and losses in carrying out their duties for Savoya, and whether Savoya has failed to properly indemnify Class Members for those expenses and losses in violation of California Labor Code section 2802;
- (h) Whether Savoya failed to make available to Class Members adequate off-duty meal periods, and failed to pay premiums for missed meal periods in violation of California Labor Code sections 226.7 and 512 and IWC Wage Order 9-2001;
- (i) Whether Savoya unlawfully failed to provide timely ten-minute rest breaks to Class Members in violation of California Labor Code section 226.7, and IWC Wage Order 9-2001, and pay premiums when such breaks were missed;
- (j) Whether Savoya has knowingly and intentionally failed to provide Class Members with an itemized statement showing total hours worked with each payment of wages, as required by California Labor Code section 226 and IWC Wage Order 9-2001;
- (k) Whether Savoya has violated California Labor Code section 1174 and IWC Wage Order 9-2001 by failing to maintain documentation of the actual hours worked each day by Class Members;
- (l) Whether the above-described violations of California law constituted unlawful, unfair, and/or fraudulent business practices under Business & Professions Code section 17200 *et seq.*;
- (m) The proper measure of damages sustained by the proposed California Class; and
- (n) Whether Savoya's actions described herein were willful.

1           53.    Commonality for the proposed Waiting Time Penalties Subclass: Common  
2 questions of law and fact exist as to all members of the Subclass, and predominate over any  
3 questions solely affecting individual members of that Subclass, including but not limited to:  
4 whether Savoya has violated California Labor Code sections 201-202 by failing, upon the  
5 proposed Subclass Members' termination of employment, to timely pay wages that were due for  
6 overtime and minimum wage compensation, and missed meal and rest periods.

7           54.    Commonality for the proposed Itemized Wage Statement Penalties Subclass:  
8 Common questions of law and fact exist as to all members of the Subclass, and predominate over  
9 any questions solely affecting individual members of that Subclass, including but not limited to:  
10 whether Savoya provided adequate itemized wage statements to the proposed Subclass Members  
11 pursuant to applicable California law.

12           55.    This case is maintainable as a class action under Fed. R. Civ. P. 23(b)(1) because  
13 prosecution of actions by or against individual members of the class would result in inconsistent  
14 or varying adjudications and create the risk of incompatible standards of conduct for Defendant.  
15 Further, adjudication of each individual member's claim as a separate action would be dispositive  
16 of the interest of other individuals not party to this action, impeding their ability to protect their  
17 interests.

18           56.    Class certification is also appropriate under Fed. R. Civ. P. 23(b)(3) because  
19 questions of law and fact common to the proposed California Class (and each of the proposed  
20 California Subclasses) predominate over any questions affecting only individual members of the  
21 proposed California Class (and Subclasses), and because a class action is superior to other  
22 available methods for the fair and efficient adjudication of this litigation. Defendant's common  
23 and uniform policies and practices denied the proposed California Class members the minimum  
24 wage, overtime pay, reimbursements, and other compensation to which they are entitled. The  
25 damages suffered by the individual California Class Members are small compared to the expense  
26 and burden of individual prosecution of this litigation especially in light of the minimum wage  
27 claims asserted on behalf of the proposed California Class. Proposed California Class members  
28 fear workplace retaliation and being "blackballed" from obtaining future employment. In

1 addition, class certification is superior because it will obviate the need for unduly duplicative  
2 litigation that might result in inconsistent judgments about Defendant's practices.

3 57. Plaintiff intends to send notice to all members of the proposed California Class (and  
4 each Subclass) to the extent required by Rule 23. The names, e-mail addresses, and mailing  
5 addresses of the members of the proposed California Class (and Subclasses) are available from  
6 Defendant.

7 **FIRST CAUSE OF ACTION**

8 **Failure to Pay Minimum Wage Compensation in Violation**  
9 **of the Fair Labor Standards Act**  
10 **(On Behalf of Plaintiff Alabsi and the Collective Class)**

11 58. Plaintiff Alabsi, on behalf of himself and the Collective Class, alleges and  
12 incorporates by reference the allegations in the preceding paragraphs.

13 59. Plaintiff Alabsi consents in writing to be a party to this action, pursuant to 29  
14 U.S.C. § 216 (b). Plaintiff Alabsi's written consent form is attached hereto as Exhibit A.

15 60. At all relevant times, notwithstanding Defendant's classification of Plaintiff and  
16 similarly situated Drivers as independent contractors, Defendant exercised control over the terms  
17 and conditions of their work so that they were actually "employees" within the meaning of 29  
18 U.S.C. § 203(d).

19 61. In that regard, Defendant could and did control the appearance of Drivers and their  
20 vehicles. Defendant could and did control when and where Drivers worked for Defendant.  
21 Defendant could and did exercise significant control over how Drivers performed their work for  
22 Defendant, including by dictating Drivers' behavior during rides and monitoring the progress of  
23 rides.

24 62. At all relevant times, Defendant maintained the right to control Drivers, including  
25 the right to terminate Drivers at will.

26 63. At all relevant times, upon information and belief, Defendant has had gross  
27 operating revenues in excess of \$500,000.  
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1 89. By failing to maintain adequate time records as required by California Labor Code  
2 section 1174(d) and IWC Wage Order 9-2001, Defendant has made it difficult to calculate the  
3 minimum wages due to Plaintiff Alabsi and similarly situated Class Members.

4 90. As a result of Defendant's unlawful acts, Plaintiff Alabsi and similarly situated  
5 Class Members have been deprived of minimum wage compensation in an amount to be  
6 determined at trial, and are entitled to recovery of such amounts, plus interest thereon, and  
7 attorneys' fees and costs, under California Labor Code section 1194.

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9 **FIFTH CAUSE OF ACTION**  
10 **Failure to Provide Reimbursement of Business Expenses**  
11 **(California Labor Code § 2802)**  
12 **(On Behalf of Plaintiff Alabsi and the California Class)**

13 91. Plaintiff Alabsi incorporates by reference in this cause of action each allegation of  
14 the preceding paragraphs as though fully set forth herein.

15 92. Defendant is an "employer" within the meaning of section 2802 because they each  
16 meet the common law employer test, as alleged in preceding paragraphs.

17 93. While acting on the direct instruction of Defendant and discharging their duties  
18 for it, Plaintiff Alabsi and California Class Members incurred work-related expenses which  
19 Defendant, as a matter of policy, did not reimburse. These unreimbursed expenses include, but  
20 are not limited to: costs of obtaining their vehicles; operation costs associated with the vehicle  
21 such as fuel, maintenance, repair, cleaning, and licensing; insurance premiums; costs of  
22 purchasing and maintaining service for cellular phones and tablets required by Defendant; and  
23 costs of keeping vehicle stocked with umbrella, bottled water, and newspapers.

24 94. Plaintiff Alabsi and the California Class incurred these substantial expenses and  
25 losses as a direct result of performing their job duties for Defendant.

26 95. By requiring Plaintiff Alabsi and California Class Members to pay expenses and  
27 cover losses that they incurred in direct consequence of the discharge of their duties for Defendant  
28 and/or in obedience of Defendant's direction without properly indemnifying for these losses,  
Defendant has violated California Labor Code section 2802.



1 Code section 226.7 and IWC Wage Order 9-2001. Plaintiff Alabsi and California Class Members  
2 have regularly worked in excess of 10 hours without being authorized and permitted to take  
3 additional 10-minute rest periods in which they were relieved of all duties.

4 103. Because Defendant failed to afford proper rest periods, it is liable to Plaintiff  
5 Alabsi and Class Members for one hour of additional pay at the regular rate of compensation for  
6 each workday that the proper rest periods were not provided, pursuant to California Labor Code  
7 section 226.7(b) and IWC Wage Order 9-2001.

8 104. Defendant's failure to pay meal and rest period premiums was done willfully, in  
9 bad faith, in knowing violation of the California Labor Code and the IWC Wage Orders.

10 105. By violating California Labor Code sections 226.7 and 512, and IWC Wage Order  
11 9-2001, Defendant is also liable for reasonable attorneys' fees and costs for enforcing the public  
12 interest underpinning the aforementioned Labor Code provisions, under California Code of Civil  
13 Procedure section 1021.5.

14 **SEVENTH CAUSE OF ACTION**

15 **Failure to Provide Accurate Itemized Wage Statements**  
16 **(California Labor Code § 226; California IWC Wage Order 9-2001)**  
17 **(On Behalf of Plaintiff Alabsi and the Itemized Wage Statement Penalties Subclass)**

18 106. Plaintiff Alabsi, on behalf of himself and the Itemized Wage Statement Penalties  
19 Subclass, alleges and incorporates by reference the allegations in the preceding paragraphs.

20 107. California Labor Code section 226(a) and IWC Wage Order 9-2001 require  
21 employers semi-monthly or at the time of each payment of wages to furnish each California  
22 employee with a statement itemizing, among other things, the total hours worked by the  
23 employee. California Labor Code section 226(b) provides that if an employer knowingly and  
24 intentionally fails to provide a statement itemizing, among other things, the total hours worked  
25 by the employee, then the employee is entitled to recover the greater of all actual damages or fifty  
26 dollars (\$50) for the initial violation and one hundred dollars (\$100) for each subsequent  
27 violation, up to four thousand dollars (\$4,000).

28 108. Defendant knowingly and intentionally failed to furnish Plaintiff Alabsi and  
Subclass Members with timely, itemized statements showing the total hours worked, as required

1 by California Labor Code section 226(a) and IWC Wage Order 9-2001. As a result, Defendant is  
2 liable to Plaintiff Alabsi and Subclass Members for the amounts provided by California Labor  
3 Code section 226(b).

4 109. Defendant violated California Labor Code section 1174 and IWC Wage Order 9-  
5 2001 by willfully failing to keep required payroll records showing the actual hours worked each  
6 day by Plaintiff Alabsi and Subclass Members. As a direct and proximate result of Defendant's  
7 failure to maintain payroll records, Plaintiff Alabsi and Subclass Members have suffered actual  
8 economic harm as they have been precluded from accurately monitoring the number of hours  
9 worked and thus seeking all accrued overtime and minimum wage pay.

10 110. Plaintiff Alabsi, on behalf of himself, and similarly situated Class Members,  
11 requests relief for the amounts provided by California Labor Code section 226(b).

12 111. By violating California Labor Code section 226 and IWC Wage Order 9-2001,  
13 Defendant is also liable for reasonable attorneys' fees and costs for enforcing the public interest  
14 underpinning the aforementioned Labor Code provisions, under California Code of Civil  
15 Procedure section 1021.5.

16 **EIGHTH CAUSE OF ACTION**  
17 **Late Pay and Waiting Time Penalties**  
18 **(California Labor Code §§ 201-203)**  
19 **(On Behalf of Plaintiff Alabsi and the Waiting Time Penalties Subclass)**

20 112. Plaintiff Alabsi, on behalf of himself and the Waiting Time Penalties Subclass,  
21 alleges and incorporates by reference each allegation of the preceding paragraphs.

22 113. California Labor Code sections 201 and 202 require an employer to pay its  
23 employees all wages due within the time specified by law. Labor Code section 203 provides that  
24 if an employer willfully fails to pay such wages, the employer must continue to pay the subject  
25 employees' wages until the back wages are paid in full or an action is commenced, up to a  
26 maximum of thirty days of wages.

27 114. Plaintiff Alabsi and Subclass Members who ceased employment with Defendant  
28 are entitled to unpaid compensation, but to date have not received such compensation.

1 115. More than 72 hours have passed since Plaintiff Alabsi and Subclass Members left  
2 Defendant’s employ.

3 116. Defendant willfully failed to pay Plaintiff Alabsi and Subclass Members minimum  
4 wages, overtime wages, meal and rest period premiums, and reimbursement for business  
5 expenses.

6 117. As a consequence of Defendant’s willful failure to timely compensate Plaintiff  
7 Alabsi and Subclass members for all hours worked, Plaintiff Alabsi and Subclass Members whose  
8 employment ended during the Waiting Time Penalties Class Period are entitled up to thirty days’  
9 wages under Labor Code § 203, together with interest thereon and attorneys’ fees and costs.

10 **NINTH CAUSE OF ACTION**  
11 **Violations of the Unfair Competition Law (“UCL”)**  
12 **(California Business & Professions Code §§ 17200 *et seq.*)**  
13 **(On Behalf of Plaintiff Alabsi and the California Class)**

14 118. Plaintiff Alabsi, on behalf of himself and the California Class, alleges and  
15 incorporates by reference the allegations in the preceding paragraphs.

16 119. Defendant improperly, fraudulently, and unlawfully classified California Class  
17 Members as “independent contractors” and have thereby committed unlawful, unfair and/or  
18 fraudulent business acts and practices as defined by California Business & Professions Code  
19 section 17200, by engaging in the following:

- 20 (a) Requiring Class Members to work for periods of five or more  
21 consecutive hours without having at least one half-hour, off-duty break  
22 for meals;
- 23 (b) Failing to properly indemnify Plaintiff Alabsi and similarly situated Class  
24 Members for employment-related business expenses and losses;
- 25 (c) Failing to pay Plaintiff Alabsi and Class Members their premium wages  
26 earned while working without lawful mandated meal and rest breaks;
- 27 (d) Failing to pay overtime and minimum wage compensation to Plaintiff  
28 Alabsi and similarly situated Class Members;

- 1 (e) Failing to provide accurate itemized wage statements to Plaintiff Alabsi  
2 and similarly situated Class Members;
- 3 (f) Failing to maintain accurate payroll records showing the actual hours  
4 worked each day by Plaintiff Alabsi and similarly situated Class  
5 Members; and
- 6 (g) Failing to pay all accrued overtime and minimum wage compensation,  
7 and meal and rest period compensation to Plaintiff Alabsi and the Class  
8 Members upon termination of their employment.

9 120. Plaintiff Alabsi lost money and property as a result of Defendant's unlawful  
10 business practices described above.

11 121. Pursuant to the UCL, Plaintiff Alabsi and California Class Members are entitled to  
12 restitution of money or property gained by Defendant, including unnamed Doe Defendants, by  
13 means of such unlawful business practices, in amounts not yet known, but to be ascertained at  
14 trial.

15 122. Pursuant to the UCL, Plaintiff Alabsi and California Class Members are entitled to  
16 injunctive relief against Defendant's ongoing unlawful business practices. If an injunction does  
17 not issue enjoining Defendant from engaging in the unlawful business practices described above,  
18 Plaintiff Alabsi and the general public will be irreparably injured.

19 123. Plaintiff Alabsi and California Class Members have no plain, speedy, and adequate  
20 remedy at law. Defendant, if not enjoined by this Court, will continue to engage in the unlawful  
21 business practices described above in violation of the UCL, in derogation of the rights of Plaintiff  
22 Alabsi and California Class Members, and of the general public.

23 124. Pursuant to Business & Professions Code section 17200, *et seq.*, Plaintiff Alabsi  
24 and the California Class Members are entitled to restitution for all unpaid business expenses,  
25 overtime, minimum wage, meal period, and rest period compensation, and interest that were  
26 withheld and retained by Defendant during a period that commences four years prior to the filing  
27 of this action and a declaration that Defendant's business practices are unfair within the meaning  
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1 of the statute, in addition to an award of attorneys' fees and costs pursuant to Code of Civil  
2 Procedure section 1021.5 and other applicable law.

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4 **PRAYER FOR RELIEF**

5 WHEREFORE, Plaintiff Alabsi, on behalf of himself and the proposed Collective Class  
6 and California Class, request judgment and the following specific relief against Defendant as  
7 follows:

- 8 A. That the Court determine that this action may proceed as a collective action under  
9 29 U.S.C. § 216(b) of the FLSA;
- 10 B. That the Court determine that this action may proceed as a class action under  
11 Federal Rule of Civil Procedure 23;
- 12 C. That Defendant's Drivers are found to be employees rather than independent  
13 contractors pursuant to the FLSA and the California Labor Code;
- 14 D. That Defendant is found to have violated the minimum wage and overtime  
15 provisions of the FLSA as to Plaintiff and the Collective Class;
- 16 E. That Defendant is found to have violated the FLSA by failing to maintain accurate  
17 time records of all the hours worked by Plaintiff and the Collective Class;
- 18 F. That Defendant's violations as described above are found to be willful;
- 19 G. That Defendant is found to have violated the minimum wage, overtime, meal/rest  
20 periods, business expense, timely payment of wages, and wage statement  
21 provisions of the California wage laws cited above as to Plaintiff and the  
22 California Class (and Subclasses);
- 23 H. An award to Plaintiff and the Class Members for the amount of unpaid wages  
24 owed, liquidated damages and penalties where provided by state and federal law,  
25 and interest thereon, subject to proof at trial;
- 26 I. That Defendant be ordered and enjoined to pay restitution to Plaintiff and the  
27 California Class due to Defendant's unlawful activities, pursuant to California  
28 state law cited above;



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- J. That Defendant further be enjoined to cease and desist from unlawful activities in violation of state laws cited above;
- K. That the Court grant declaratory relief stating that Defendant’s scheme is unlawful;
- L. For an award of reasonable attorneys’ fees and costs pursuant to 29 U.S.C. § 216(b), California Labor Code §§ 218.5, 1194, California Code of Civil Procedure § 1012.5, and/or other applicable state laws; and
- M. For such other and further relief, in law or equity, as this Court may deem appropriate and just.

**DEMAND FOR JURY TRIAL**

Pursuant to Federal Rule of Civil Procedure 38(b), Plaintiff Alabsi, on behalf of himself and the Class and Collective, hereby demands a jury trial on all issues.

Dated: October 24, 2018

Respectfully submitted,

**BRYAN SCHWARTZ LAW**

By:           /s/ Bryan J. Schwartz            
 Bryan Schwartz, Esq.  
 Logan Starr, Esq.  
*Attorneys for Individual and  
 Representative Plaintiff and the  
 Putative Class*

# EXHIBIT A



CIVIL COVER SHEET

The JS-CAND 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved in its original form by the Judicial Conference of the United States in September 1974, is required for the Clerk of Court to initiate the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

I. (a) PLAINTIFFS

BILLY ALABSI, on behalf of himself and all others similarly situated

(b) County of Residence of First Listed Plaintiff (EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, and Telephone Number) BRYAN SCHWARTZ (SBN 209903); LOGAN STARR (SBN 305598) Bryan Schwartz Law, 1330 Broadway, Suite 1630, Oakland, CA 94612 Tel.: (510) 444-9300

DEFENDANTS

Savoya, LLC, and DOES 1 through 50 inclusive

County of Residence of First Listed Defendant (IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

Attorneys (If Known)

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- 1 U.S. Government Plaintiff
2 U.S. Government Defendant
3 Federal Question (U.S. Government Not a Party)
4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

Table with columns for Plaintiff (PTF) and Defendant (DEF) citizenship: Citizen of This State, Citizen of Another State, Citizen or Subject of a Foreign Country, Incorporated or Principal Place of Business In This State, Incorporated and Principal Place of Business In Another State, Foreign Nation.

IV. NATURE OF SUIT (Place an "X" in One Box Only)

Large table with categories: CONTRACT, REAL PROPERTY, TORTS, CIVIL RIGHTS, PRISONER PETITIONS, HABEAS CORPUS, OTHER, FORFEITURE/PENALTY, LABOR, IMMIGRATION, BANKRUPTCY, SOCIAL SECURITY, FEDERAL TAX SUITS, OTHER STATUTES.

V. ORIGIN (Place an "X" in One Box Only)

- 1 Original Proceeding
2 Removed from State Court
3 Remanded from Appellate Court
4 Reinstated or Reopened
5 Transferred from Another District (specify)
6 Multidistrict Litigation-Transfer
8 Multidistrict Litigation-Direct File

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity): 29 U.S.C. § 216(b)

Brief description of cause: Fair Labor Standards Act

VII. REQUESTED IN COMPLAINT:

CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, Fed. R. Civ. P. DEMAND \$

CHECK YES only if demanded in complaint: JURY DEMAND: Yes No

VIII. RELATED CASE(S), IF ANY (See instructions):

JUDGE DOCKET NUMBER

IX. DIVISIONAL ASSIGNMENT (Civil Local Rule 3-2)

(Place an "X" in One Box Only) SAN FRANCISCO/OAKLAND SAN JOSE EUREKA-MCKINLEYVILLE

DATE 10/24/2018

SIGNATURE OF ATTORNEY OF RECORD

Handwritten signature of Bryan Schwartz

# ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [High-End Chauffeur Service Savoya Accused of Labor Law Violations in Class Action](#)

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