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11 **UNITED STATES DISTRICT COURT**  
12 **CENTRAL DISTRICT OF CALIFORNIA**

13 **LORRAINE FLORES, on behalf of**  
14 **herself and those similarly situated,**

15 **Plaintiffs,**

16 v.

17 **SWIFT TRANSPORTATION**  
18 **COMPANY, SWIFT**  
19 **TRANSPORTATION CO. OF**  
20 **ARIZONA, LLC, , SWIFT**  
21 **TRANSPORTATION SERVICES,**  
22 **LLC, and DOES 1-25, inclusive**

23 **Defendants.**

Case No.:

**COLLECTIVE AND CLASS ACTION**

**COMPLAINT FOR DAMAGES AND  
RESTITUTION**

- 1) Violations of the Fair Labor Standards Act (29 U.S.C. §§ 201, *et seq.*)
- 2) Failure to Pay Overtime Wages (Cal. Lab. Code, §§ 510, 1194; IWC Orders)
- 3) Failure to Pay Wages of Terminated or Resigned Employees (Cal. Lab. Code, §§ 201-203)
- 4) Failure to Provide Meal Periods (Cal. Lab. Code, §§ 226.7, 512; IWC Orders; Cal. Code Regs., Title 8, § 11040)
- 5) Failure to Provide Rest Periods (Lab. Code, § 226.7; IWC Orders; Cal. Code Regs., Title 8, § 11040)
- 6) Violations of the Unfair Competition Law (Cal. Bus. & Prof. Code, §§ 17200-17208)

1 Plaintiff LORRAINE FLORES (“Flores”), on behalf of herself and the FLSA Class and  
2 the California Class (as defined below and collectively referred to as “Plaintiffs”), alleges upon  
3 personal knowledge as to herself and her acts, and as to all other matters upon information and  
4 belief, as follows:

5 **I. NATURE OF THE ACTION**

6 1. Defendant SWIFT TRANSPORTATION COMPANY is a publically owned company  
7 incorporated in Arizona. SWIFT TRANSPORTATION CO. OF ARIZONA, LLC and SWIFT  
8 TRANSPORTATION SERVICES, LLC are subsidiaries of SWIFT TRANSPORTATION  
9 COMPANY and are Delaware limited liability companies (collectively “Swift”). Swift is a  
10 multi-faceted transportation services company and the largest truckload carrier in North  
11 America. Swift employs customer service representatives to work with specific customers to  
12 ensure high-quality service and frequent customer contact. Although customer service  
13 representatives regularly work overtime, i.e., more than 40 hours in a week, Swift does not pay  
14 them premium overtime pay at the rate of time and one-half their regular rate for all hours  
15 worked over 40 in a workweek.

16 2. Flores brings this case under the collective action provision of the Fair Labor Standards  
17 Act (“FLSA”), as set forth in 29 U.S.C. § 216(b), on behalf of herself and a nationwide class of  
18 customer service representatives employed by Swift within three years of the filing of this  
19 Complaint who were not paid overtime premium pay at the rate of time and one-half the regular  
20 rate for all hours worked over 40 in a workweek. She seeks unpaid wages, liquidated damages,  
21 interest, costs and attorneys’ fees, as well as declaratory relief under the FLSA for herself and  
22 any customer service representatives who join the action. 29 U.S.C. § 201, *et seq.*

23 3. Flores brings this case a Rule 23 class action, on behalf of herself and a class of customer  
24 service representatives (“CSRs”) who were employed by Swift in California and not paid  
25 overtime premium pay at the rate of time and one-half the regular rate for all hours worked over  
26 40 in a workweek or more than eight hours in a day during the time period that commences four  
27 years prior to the filing of this action through the date of judgment. Flores and CSRs who worked  
28 in California also seek prejudgment interest, restitution, attorneys’ fees and costs, injunctive

1 relief, and other statutory penalties in violation of the California Unfair Competition Law, Cal.  
2 Bus. & Prof. Code §§ 17200 *et seq.*, and the California Labor Code and related regulations, Cal  
3 Labor Code §§ 201-203, 218.6, 510, and 1194, Cal. Wage Order No. 4-2001.

4 4. Flores also brings claims for Swift's willful failure to pay all overtime compensation and  
5 other premium wages upon her termination. Flores seeks 30 days of wages, attorneys' fees and  
6 costs, prejudgment interest, and injunctive relief under California Labor Code §§ 203 and 218.6,  
7 and the California Unfair Competition Law, Cal. Bus. & Prof. Code § 17200, *et seq.*

8 5. Flores also brings this case to recover for meal and rest break violations, including one  
9 hour of additional pay at the regular rate of compensation for each workday that the proper meal  
10 and rest periods were not provided as secured by the California Labor Law, prejudgment interest,  
11 injunctive relief, and other statutory penalties for violations of California Labor Code and related  
12 regulations, Cal Labor Code §§ 218.6 and 226.7 and Cal. Wage Order No. 4-2001, and the  
13 California Business and Professions Code § 17200, *et seq.*

## 14 **II. JURISDICTION AND VENUE**

15 6. The FLSA authorizes private rights of action to recover damages for violation of the  
16 FLSA's wage and hour provisions. 29 U.S.C. § 216(b). This Court has original federal question  
17 jurisdiction under 28 § U.S.C. § 1331 and by 28 U.S.C. § 1337 because this action arises under  
18 Acts of Congress regulating commerce. Jurisdiction over Plaintiffs' claims for declaratory relief  
19 is conferred by 28 U.S.C. §§ 2201 and 2202.

20 7. This Court has supplemental jurisdiction over the California state law claims under 28  
21 U.S.C. § 1367 because they are so related to this action that they form part of the same case or  
22 controversy under Article III of the United States Constitution.

23 8. Venue is proper in this District under 28 U.S.C. § 1391 because Swift resides in Fontana,  
24 Mira Loma, and Wilmington, California, which lies within this District.

25 9. Swift employs CSRs in this District including in Fontana, Mira Loma, and Wilmington,  
26 California.

27 10. Upon information and belief, Swift is subject to personal jurisdiction in California.

28 11. A substantial part of the acts and/or omissions giving rise to the claims occurred in this

1 District.

2 **III. THE PARTIES**

3 **A. Named Plaintiff**

4 12. Named Plaintiff Flores is a natural person residing in Chino, California.

5 13. Flores was an employee of Swift from approximately July 2004 until approximately  
6 March 2014.

7 14. Flores worked for Swift as a CSR in Fontana, California.

8 **B. Named Defendants**

9 15. Upon information and belief, the individual Defendants are related business corporations  
10 having terminals that employed CSRs in California, and in Arizona, Florida, Georgia, Idaho,  
11 Illinois, Indiana, Kansas, Michigan, Minnesota, Nevada, New Mexico, New York, Ohio,  
12 Oklahoma, Oregon, Tennessee, Texas, Utah, Virginia, Washington, and Wisconsin.

13 16. Defendant SWIFT TRANSPORTATION COMPANY is an Arizona business corporation  
14 having an office and place of business in Phoenix, Arizona. Defendant SWIFT  
15 TRANSPORTATION COMPANY lists its headquarters and principal office address as 2200 S.  
16 75th Ave., Phoenix, Arizona 85043-7410.

17 17. Defendant SWIFT TRANSPORTATION COMPANY is engaged in interstate shipment  
18 of freight and provides its customers transportation solutions.

19 18. Defendant SWIFT TRANSPORTATION CO. OF ARIZONA, LLC is a subsidiary of  
20 SWIFT TRANSPORTATION COMPANY and is a Delaware limited liability company. Upon  
21 information and belief, SWIFT TRANSPORTATION CO. OF ARIZONA, LLC's headquarters  
22 and principal office address is 2200 S. 75th Ave., Phoenix, Arizona 85043-7410.

23 19. Defendant SWIFT TRANSPORTATION SERVICES, LLC is a subsidiary of SWIFT  
24 TRANSPORTATION COMPANY and is a Delaware limited liability company. Upon  
25 information and belief, SWIFT TRANSPORTATION SERVICES, LLC's headquarters and  
26 principal office address is 2200 S. 75th Ave., Phoenix, Arizona 85043-7410.

27 20. Swift is a multi-faceted transportation services company and the largest truckload carrier  
28 in North America.

1 21. Swift conducts business throughout the country, including in Arizona, California, Florida,  
2 Georgia, Idaho, Illinois, Indiana, Kansas, Michigan, Minnesota, Nevada, New Mexico, New  
3 York, Ohio, Oklahoma, Oregon, Tennessee, Texas, Utah, Virginia, Washington, and Wisconsin.

4 22. Upon information and belief, each individual Defendant grossed more than \$500,000 in  
5 each of the last six calendar years, individually and collectively.

6 23. Each individual Defendant is an enterprise engaged in interstate commerce for purposes  
7 of the Fair Labor Standards Act.

8 24. The individual Defendants have common control and a common business purpose and are  
9 operated as a single enterprise, within the meaning of 29 U.S.C. § 203(r)(1).

10 25. All actions and omissions described in this complaint were made by Swift directly or  
11 through its supervisory employees and agents.

12 **C. Doe Defendants**

13 26. Plaintiffs are ignorant about the true names of Defendants sued as DOES 1 through 25,  
14 inclusive, and their wrongful conduct, and therefore sue these Defendants by fictitious names.  
15 Plaintiffs will seek Court leave to amend this complaint to allege their true names and capacities  
16 when ascertained.

17 27. Plaintiffs allege on information and belief that at all relevant times, DOES 1-25,  
18 inclusive, were agents, servants, employees, representatives, partners, and related or affiliated  
19 entities of Defendants, and in doing the things hereinafter mentioned, were acting in the course  
20 and scope of their agency, employment, or retention with Defendants' permission, consent,  
21 authority and ratification.

22 **D. Represented Parties under 29 U.S.C. § 216 (b)**

23 28. The term "FLSA Class" as used in this Complaint refers to Flores and a nationwide class  
24 of all customer service representatives employed by Swift who were scheduled to work more  
25 than 40 hours in a workweek and were not paid at the rate of time and one-half for all hours  
26 worked over forty in a week within three years of the filing of this Complaint pursuant to the  
27 FLSA's collective action provisions. 29 U.S.C. § 216(b).

28 29. Flores brings claims under the FLSA individually and for the FLSA Class to redress

1 Swift's failure to pay wages at the rate of time and one-half for all hours worked over forty in a  
2 week.

3 **E. Represented Parties under Fed. R. Civ. P. 23**

4 30. Flores brings her Rule 23(b)(3) claims on behalf of herself and all customer service  
5 representatives employed by Swift in California, who were not paid at the rate of time and one-  
6 half for all hours worked over forty in a week or more than eight hours in a day ("California  
7 Class") under the California Unfair Competition Law, California Bus. & Prof. Code § 17200 et  
8 seq., and the California Labor Code and related regulations, California Labor Code §§ 201-203,  
9 510, and 1194, and California Wage Order No. 4-2001 to redress Swift's failure to pay at the rate  
10 of time and one-half for all hours worked over forty in a week or more than eight hours in a day.

11 31. Excluded from the California Class are Swift's legal representatives, officers, directors,  
12 assigns, and successors, or any individual who has, or who had at any time during the four years  
13 prior to the filing of the complaint, a controlling interest in Swift; the Judge(s) to whom this case  
14 is assigned and any member of the Judges' immediate family; and all persons who will submit  
15 timely and otherwise proper requests for exclusion from the class. Also excluded from the  
16 California Class are people whose claims are barred by the applicable statutes of limitation.

17 **IV. FACTUAL BACKGROUND**

18 32. Swift has employed CSRs throughout the country, in terminals located throughout the  
19 country, including in Arizona, California, Florida, Georgia, Idaho, Illinois, Indiana, Kansas,  
20 Michigan, Minnesota, Nevada, New Mexico, New York, Ohio, Oklahoma, Oregon, Tennessee,  
21 Texas, Utah, Virginia, Washington, and Wisconsin.

22 33. In California, Swift has employed CSRs in its terminals in Fontana, Lathrop, Otay Mesa,  
23 Wilmington, and Willows.

24 34. Flores worked for Swift in Fontana, California as a CSR from approximately July 2004  
25 until approximately March 2014.

26 35. CSRs were assigned to process bills of lading for specific customers and to keep those  
27 customers updated as to the progress of their freight.

28 36. Swift scheduled CSRs around the country, including Flores, to work more than 40 hours

- 1 in a workweek.
- 2 37. CSRs around the country, including Flores, regularly worked more than 40 hours in a  
3 workweek.
- 4 38. Flores regularly worked 45 or more hours a week.
- 5 39. Swift paid CSRs, including Flores, on a salary basis.
- 6 40. CSRs, including Flores, were not paid overtime compensation at the rate of time and one-  
7 half the regular rate for hours worked more than 40 in a workweek.
- 8 41. Because of this uncompensated work, Swift failed to pay CSRs, including Flores,  
9 overtime premium pay at the rate of time and one-half the regular rate for hours worked more  
10 than 40 in a workweek as required by the FLSA.
- 11 42. Swift also failed to pay CSRs who worked in California, including Flores, overtime at the  
12 rate of time and one-half the regular rate for hours worked more than 40 in a workweek as  
13 required by California law.
- 14 43. Flores and other CSRs working in California regularly worked more than eight hours in a  
15 day.
- 16 44. Swift also failed to pay CSRs who worked in California, including Flores, overtime at the  
17 rate of time and one-half the regular rate for hours worked more than eight in a day as required  
18 by California law.
- 19 45. Swift knew or should have known that CSRs, including Flores, were working more than  
20 40 hours a week.
- 21 46. Swift knew or should have known that CSRs, including Flores, were working more than  
22 eight hours a day.
- 23 47. Flores worked for more than five consecutive hours without taking a 30 minute meal  
24 break as required by California law.
- 25 48. Flores frequently worked for more than four consecutive hours without taking a rest  
26 break as required by California law.
- 27 49. Upon arriving at work, Swift required CSRs, including Flores, to enter their employee  
28 number in to the telephone at their workstation. CSRs, including Flores, were also required to

1 enter a code into the telephone at start of their shift, when they took a meal break, when they  
2 took a break, or when they were unavailable to make or receive telephone calls.

3 50. The work status of each CSR at the terminal was displayed on a screen that other  
4 employees at the terminal could see, including whether the CSR was on a meal or rest break.

5 51. Swift knew or should have known that Flores did not receive a meal break after five  
6 hours of work or rest break after four hours of work.

7 52. Swift did not pay Flores her earned wages within 72 hours of her separation from Swift.

8 53. Swift did not pay Flores her earned wages within 30 days of her separation from Swift.

9 54. Swift's conduct as described herein was willful and has caused significant damages to  
10 CSRs, including Flores.

11 **V. CLASS ACTION ALLEGATIONS**

12 55. Flores brings her Rule 23(b)(3) class on behalf of the California Class defined as "all  
13 customer service representatives employed by Swift in California who were not paid at the rate  
14 of time and one-half for all hours worked over forty in a week or more than eight hours in a  
15 day".

16 56. The California Class is so numerous that joinder of all members is impracticable.

17 57. Although the precise number of such persons is not known to Flores, the facts on which  
18 the calculation of that number can be based are presently within Swift's sole control.

19 58. Upon information and belief, the size of the class is more than 40 persons.

20 59. Swift acted or refused to act on grounds generally applicable to the California Class,  
21 thereby making appropriate final injunctive relief with respect to the class as a whole.

22 60. The Second and Sixth Causes of Action are properly maintainable as a Class Action  
23 under Federal Rule of Civil Procedure 23(b)(3). Flores' claims are typical of the claims of the  
24 California Class she seeks to represent. Flores and the California Class work or have worked for  
25 Swift and have been subjected to Swift's policy and pattern or practice of failing to pay at the  
26 rate of time and one-half for all hours worked over forty in a week or more than eight hours in a  
27 day. Swift acted and refused to act on grounds generally applicable to the California Class,  
28 thereby making injunctive relief with respect to the class appropriate.

1 61. Flores will fairly and adequately represent and protect the interests of the California  
2 Class.

3 a. Flores understands that, as class representative, she assumes a fiduciary  
4 responsibility to the California Class members to represent their interests fairly  
5 and adequately.

6 b. Flores understands that, as class representative, she must represent and  
7 consider the interests of the California Class just as she would represent and consider  
8 her own interests.

9 c. Flores understands that in decisions regarding the conduct of the litigation and  
10 its possible settlement, she must not favor their own interests over those of the  
11 California Class.

12 d. Flores understands that any resolution of a Class Action lawsuit, including any  
13 settlement or dismissal thereof, must be in the best interests of the California Class.

14 e. Flores understands that in order to provide adequate representation, she must  
15 remain informed of developments in the litigation, cooperate with class counsel by  
16 providing them with information and any relevant documentary material in their  
17 possession, and testify, if required, in a deposition and in trial.

18 62. Flores has retained counsel competent and experienced in complex class action  
19 employment litigation.

20 63. There are questions of law and fact common to the California Class that predominate  
21 over any questions solely affecting individual California Class members, including but not  
22 limited to:

23 a. whether Flores and the California Class members worked more than 40 hours  
24 in a workweek;

25 b. whether Flores and the California Class members worked more than 8 hours in  
26 a day;

27 c. whether Swift failed and/or refused to pay the California Class members  
28 overtime pay for all hours worked in excess of 40 hours per workweek;

- 1 d. whether Swift failed and/or refused to pay the California Class members  
2 overtime pay for all hours worked in excess of 8 hours per day;
- 3 e. whether Swift failed to pay the California Class members their wages due in  
4 each pay period;
- 5 f. whether Swift's policy of failing to pay overtime was instituted willfully or  
6 with reckless disregard of the law;
- 7 g. whether Swift correctly calculated and compensated the California Class  
8 members for hours worked in excess of 40 per workweek;
- 9 h. whether Swift correctly calculated and compensated the California Class  
10 members for hours worked in excess of 8 per day; and
- 11 i. the nature and extent of class-wide injury and the appropriate measure of  
12 damages for the California Class members.

13 64. A class action is superior to other available methods for the fair and efficient adjudication  
14 of this litigation - particularly in the context of wage litigation like the present action, where  
15 individual California Class members may lack the financial resources to vigorously prosecute a  
16 lawsuit in federal court against a corporate defendant. California Class members have been  
17 damaged and are entitled to recovery as a result of Swift's common and uniform policies,  
18 practices, and procedures. Although the relative damages suffered by individual members of the  
19 class are not *de minimis* such damages are small compared to the expense and burden of  
20 individual prosecution of this litigation. In addition, class treatment is superior because it will  
21 obviate the need for unduly duplicative litigation that might result in inconsistent judgments  
22 about Swift's practices.

23 **VI. CAUSES OF ACTION**

24 **FIRST CAUSE OF ACTION**  
25 **(Fair Labor Standards Act)**

26 **(Brought by Flores on behalf of herself and the nationwide FLSA Class)**

27 65. On information and belief, at all relevant times, each individual Defendant was an  
28 "employer" engaged in interstate "commerce" and/or in the production of "goods" for  
"commerce," within the meaning of the FLSA, 29 U.S.C. § 203. At all relevant times, Swift

1 employed CSRs, including Flores and the FLSA Class. Upon information and belief, each  
2 individual Defendant grossed more than \$500,000 in each of the last three calendar years.

3 66. Attached hereto, as Exhibit 1, is the consent to sue form signed by Flores in this action  
4 pursuant to section 16(b) of the FLSA, 29 U.S.C. §§ 216(b) and 256. Other FLSA Class  
5 members will likely sign consent to sue forms and join as opt-in plaintiffs on this claim in the  
6 future.

7 67. The FLSA requires each covered employer, such as Swift, to compensate all non-exempt  
8 employees for all hours worked and overtime at a rate of not less than one and one-half times the  
9 regular rate of pay for work performed in excess of forty hours in a workweek.

10 68. CSRs were entitled to be paid compensation at the rate of one and one-half times the  
11 regular rate of pay for work performed in excess of forty hours in a workweek.

12 69. At all relevant times, Swift, pursuant to its policies and practices, failed and refused to  
13 pay appropriate overtime to the Flores and the FLSA Class for all hours worked in excess of  
14 forty hours in a workweek.

15 70. By failing to compensate Flores and the FLSA Class at a rate not less than one and one-  
16 half times the regular rate of pay for work performed in excess of forty hours in a  
17 workweek, Swift has violated the FLSA, 29 U.S.C. §§ 201 *et seq.*, including 29 U.S.C. §§  
18 207(a)(1) and 215(a).

19 71. The foregoing conduct, as alleged, constitutes a willful violation of the FLSA within the  
20 meaning of 29 U.S.C. § 255(a).

21 72. Flores, on behalf of herself and the FLSA Class, seeks damages in the amount of their  
22 respective unpaid overtime compensation, liquidated damages as provided by the FLSA, 29  
23 U.S.C. § 216(b), interest, and such other legal and equitable relief as the Court deems just and  
24 proper.

25 73. Flores, on behalf of herself and the FLSA Class, seeks recovery of their attorneys' fees  
26 and costs of action to be paid by Swift, as provided by the FLSA, 29 U.S.C. § 216(b).

27  
28



1 the filing of this action through the judgment date, according to proof.

2 84. Additionally, Flores is entitled to attorneys' fees and costs and prejudgment interest.

3 85. Wherefore, Flores requests relief as hereinafter prayed for.

4 **FIFTH CAUSE OF ACTION**  
5 **(Failure to Provide Rest Periods)**

6 86. Flores is are entitled to an hour of pay for each day that Swift failed to afford one or more  
7 rest periods, in an amount according to proof.

8 87. Pursuant to California Labor Code, section 226.7, Flores seeks the payment of all rest  
9 period compensation which she is owed for the time period that commences four years prior to  
10 the filing of this action through the judgment, according to proof.

11 88. Additionally, Flores is entitled to attorneys' fees and costs and prejudgment interest.

12 89. Wherefore, Flores requests relief as hereinafter prayed for.

13 **SIXTH CAUSE OF ACTION**  
14 **(Violations of the Unfair Competition Law)**  
15 **(Brought by Plaintiff Flores, on behalf of herself and the California Class)**

16 90. The failure to pay lawful overtime compensation, rest and meal period pay, and timely  
17 pay all wages due upon termination of employment to Flores and the California Class is an  
18 unlawful and unfair business practice within the meaning of Business and Professions Code §  
19 17200, *et seq.*, including but not limited to a violation of the applicable State of California  
20 Industrial Welfare Commission Wage Orders, regulations and statutes. It is a practice which is  
21 otherwise unfair and unlawful, because Swift did not pay tax contributions on the accrued  
22 overtime compensation in the form of FICA, Social Security, Medicare and Unemployment  
Insurance.

23 91. This cause of action is brought under Business and Professions Code §§ 17203 and  
24 17204, commonly called the Unfair Competition Law. Under this cause of action and pursuant to  
25 Business and Professions Code § 17208, Flores and the California Class seek restitution of  
26 overtime wages and rest and meal period pay owed and where applicable, the penalties which are  
27 provided under the California Labor Code § 203, where such wages and penalties were due,  
28 commencing four (4) years prior to filing of this complaint, according to proof.

1 92. This cause of action is brought as a cumulative remedy as provided in Business and  
2 Professions Code § 17205 and is intended as an alternative remedy for restitution for Flores and  
3 the California Class for the time period, or any portion thereof, commencing four years prior to  
4 the filing of this action and continuing through the judgment date, and as the primary remedy for  
5 the time period of the fourth year prior to the filing of this complaint, as such one year time  
6 period exceeds the statute of limitations on statutory wage claims.

7 93. As a result of Swift's unlawful and unfair business practice of failing to pay overtime and  
8 prompt payment of wages in violation of the California Labor Code §§ 201 and 202, Flores and  
9 the California Class have suffered damages and are entitled to restitution in an amount according  
10 to proof and injunctive relief pursuant to Business and Professions Code § 17203.

11 94. Further, Flores and the California Class request Swift's violations alleged herein be  
12 enjoined, and other equitable relief as this Court deems proper including payment for all hours  
13 worked and requiring and furnishing rest and meal periods and requiring payment by Swift of tax  
14 contributions on the accrued overtime compensation in the form of FICA, Social Security,  
15 Medicare, Unemployment Insurance or other appropriate payments.

16 95. Wherefore, Flores and the California Class request relief as hereinafter prayed for.

17 **VII. PRAYER FOR RELIEF**

18 Wherefore, Flores, the FLSA Class and California Class she seeks to represent, pray for  
19 relief and request that this Court enter an Order:

20 1. With respect to the FLSA violations:

- 21 a. Declaring that Swift violated the FLSA;
- 22 b. Ordering notice sent to the class of all CSRs employed by Swift within three years  
23 of the filing of this Complaint and giving them notice of the opportunity to join this case  
24 pursuant to 29 U.S.C. § 216(b);
- 25 c. Certifying this action as a collective action;
- 26 d. Declaring that Swift's violations of the FLSA were willful;
- 27 e. Granting judgment to Flores and the FLSA Class for their claims of unpaid wages  
28 as secured by the FLSA, as well as an equal amount in liquidated damages and interest; and

1 f. Awarding Flores and the FLSA Class their costs, including expert witness fees,  
2 and reasonable attorneys' fees.

3 2. With respect to the California state law claims:

4 a. Declaring that Swift violated the overtime pay, meal and rest break, and wage  
5 payment provisions of the California Labor Law;

6 b. Declaring that Swift's violations of the California Wage Payment provisions of  
7 the California Labor Codes were willful;

8 c. Declaring that Swift violated the California Unfair Competition Law;

9 d. Granting judgment to Flores and the California Class for their claims of unpaid  
10 overtime wages as secured by the California Labor Law, as well as prejudgment interest;

11 e. Granting judgment to Flores for her claims of 30 days wages as secured by the  
12 California Labor Law;

13 f. Granting judgment to Flores for her claim of one hour of additional pay at the  
14 regular rate of compensation for each workday that the proper meal periods were not provided,  
15 and one hour of additional pay at the regular rate of compensation for each workday that the  
16 proper rest period was not provided as secured by the California Labor Law;

17 g. Granting judgment to Flores and the California Class for their claims of restitution  
18 and injunctive relief as secured by the California Unfair Competition Law;

19 h. Any other appropriate statutory penalties, other injunctive and equitable relief as  
20 the Court may deem just and proper, and post-judgment interest; and

21 i. Awarding Flores and the California Class their attorneys' fees and costs of suit,  
22 including expert fees and costs.

23  
24  
25 Respectfully submitted,  
**COHELAN KHOURY & SINGER**

26  
27 Dated: April \_\_, 2014

By: \_\_\_\_\_  
Michael D. Singer

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