

COPY

FAXED

AEGIS LAW FIRM, PC
KASHIF HAQUE, State Bar No. 218672
SAMUEL A. WONG, State Bar No. 217104
JESSICA L. CAMPBELL, State Bar No. 280626
FAWN F. BEKAM, State Bar No. 307312
CLARE M. WERNET, State Bar No. 322452
9811 Irvine Center Drive, Suite 100
Irvine, California 92618
Telephone: (949) 379-6250
Facsimile: (949) 379-6251
E-Mail: fbekam@aegislawfirm.com
cwernet@aegislawfirm.com

Attorneys for Plaintiff Ruben Vargas, on behalf of
similarly situated members of the general public

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES

RUBEN VARGAS, on behalf of similarly
situated members of the general public,

Plaintiff,

vs.

FAULT LINE LOGISTICS, LLC; and
DOES 1-10, inclusive,

Defendants.

CONFORMED COPY
ORIGINAL FILED
Superior Court of California
County of Los Angeles

MAY 28 2020

Sherri R. Carter, Executive Officer/Clerk of Court
By Steven Drew, Deputy

Case No.:

20STCV20408

COMPLAINT FOR VIOLATION OF THE
CALIFORNIA LABOR CODE PRIVATE
ATTORNEYS GENERAL ACT OF 2004
(CAL. LAB. CODE §§ 2698, *ET SEQ.*)

1 Plaintiff Ruben Vargas, individually and on behalf of other aggrieved employees, alleges
2 as follows:

3 **NATURE OF ACTION AND INTRODUCTORY STATEMENT**

4 1. Plaintiff Ruben Vargas (“Plaintiff”) brings this representative action against
5 Defendants Fault Line Logistics, LLC and DOES 1 through 10, inclusive (collectively,
6 “Defendants”), on behalf of himself individually and all other aggrieved employees employed by
7 Defendants in California.

8 2. Defendants are, upon information and belief, in the business of providing courier
9 and delivery services throughout California.

10 3. Through this action, Plaintiff alleges that Defendants have engaged in a systematic
11 pattern of wage and hour violations under the California Labor Code and Industrial Welfare
12 Commission (“IWC”) Wage Orders.

13 4. Plaintiff is informed and believes, and thereon alleges, during the relevant time
14 period, Defendants had a consistent policy of violating state wage and hour laws by, among other
15 things:

- 16 (a) Failing to pay all wages (including minimum wages and overtime wages);
- 17 (b) Failing to provide meal periods or compensation in lieu thereof;
- 18 (c) Failing to authorize or permit rest breaks or provide compensation in lieu thereof;
- 19 (d) Making improper deductions from employees’ earned wages;
- 20 (e) Failing to pay wages for time spent in rest breaks;
- 21 (f) Willfully failing to provide accurate semi-monthly itemized wage statements;
- 22 (g) Failing to pay all wages due upon separation of employment; and
- 23 (h) Failing to reimburse employees for expenses and losses incurred in discharging
24 duties.

25 5. Plaintiff brings this representative action against Defendants on behalf of himself
26 and other aggrieved employees to recover, among other things, civil penalties, attorney’s fees,
27 costs and expenses pursuant to the Private Attorneys General Act of 2004, Labor Code §§ 2698,
28 et seq. (“PAGA”).

JURISDICTION AND VENUE

6. This is a representative action, pursuant to PAGA. The monetary relief sought by Plaintiff exceeds the minimal jurisdictional limits of the Superior Court and will be established according to proof at trial.

7. This Court has jurisdiction over this action pursuant to the California Constitution, Article VI, § 10, which grants the Superior Court original jurisdiction in all causes except those given by statutes to other courts. The statutes under which this action is brought do not specify any other basis for jurisdiction.

8. This Court has jurisdiction over Defendants because, upon information and belief, they are citizens of California, have sufficient minimum contacts in California, or otherwise intentionally avail themselves of the California market so as to render the exercise of jurisdiction over them by the California courts consistent with traditional notions of fair play and substantial justice.

9. Venue is proper in this Court because, upon information and belief, Defendants reside, transact business or have offices in this county and/or the acts and omissions alleged herein took place in this county.

THE PARTIES

10. Plaintiff Ruben Vargas is a resident of California.

11. Plaintiff is informed and believes, and thereon alleges, that Defendants at all times hereinafter mentioned, were and are employers as defined in and subject to the Labor Code and IWC Wage Orders, whose employees were and are engaged throughout this county and the State of California.

12. Plaintiff is unaware of the true names or capacities of the defendants sued herein under the fictitious names DOES 1 through 10, but will seek leave of this Court to amend this Complaint and serve such fictitiously named defendants once their names and capacities become known.

13. Plaintiff is informed and believes, and thereon alleges, that each and all of the acts and omissions alleged herein were performed by, or are attributable to, Fault Line Logistics, LLC

1 and/or DOES 1 through 10, acting as the agent or alter ego for the other, with legal authority to
2 act on the other's behalf. The acts of any and all defendants were in accordance with, and
3 represent, the official policy of Defendants.

4 14. At all relevant times, Defendants Fault Line Logistics, LLC and Does 1 through
5 10, and each of them, acted within the scope of such agency or employment, or ratified each and
6 every act or omission complained of herein. At all relevant times, Defendants, and each of them,
7 aided and abetted the acts and omissions of each and all the other Defendants in proximately
8 causing the damages herein alleged.

9 15. Plaintiff is informed and believes, and thereon alleges, that each of said
10 defendants is in some manner intentionally, negligently or otherwise responsible for the acts,
11 omissions, occurrences and transactions alleged herein.

12 **GENERAL ALLEGATIONS**

13 16. At all relevant times mentioned herein, Defendants employed Plaintiff and other
14 persons as misclassified independent contractors at Defendants' California business location(s).

15 17. Defendants continue to misclassify employees as independent contractors within
16 California.

17 18. Plaintiff is informed and believes, and thereon alleges, that at all times herein
18 mentioned, Defendants were advised by skilled lawyers, employees and other professionals who
19 were knowledgeable about California's wage and hour laws, employment and personnel practices
20 and the requirements of California law.

21 19. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
22 should have known that Plaintiff and aggrieved employees should have been classified as
23 employees under California law. In violation of the Labor Code and IWC Wage Orders,
24 Defendants willfully misclassified Plaintiff and aggrieved employees as independent contractors.

25 20. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
26 should have known that Plaintiff and aggrieved employees were entitled to receive all wages and
27 that they were not receiving all wages for work that was required to be performed. In violation of
28 the Labor Code and IWC Wage Orders, Plaintiff and aggrieved employees were not paid all

1 wages for hours worked, including overtime wages, time spent in rest breaks, and non-productive
2 time.

3 21. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
4 should have known that Plaintiff and aggrieved employees were entitled to receive all meal
5 periods or payment of one (1) additional hour of pay at Plaintiff's and aggrieved employees'
6 regular rate of pay when they did not receive a timely, uninterrupted meal period. In violation of
7 the Labor Code and IWC Wage Orders, Plaintiff and aggrieved employees did not receive all
8 meal periods or payment of one (1) additional hour of pay at Plaintiff's and aggrieved employees'
9 regular rate of pay when they did not receive a timely, uninterrupted meal period.

10 22. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
11 should have known that Plaintiff and aggrieved employees were entitled to receive all rest breaks
12 or payment of one (1) additional hour of pay at Plaintiff and aggrieved employees' regular rate of
13 pay when a rest break was missed. In violation of the Labor Code and IWC Wage Orders,
14 Plaintiff and aggrieved employees did not receive all rest breaks or payment of one (1) additional
15 hour of pay at Plaintiff and aggrieved employees' regular rate of pay when a rest break was
16 missed.

17 23. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
18 should have known that Plaintiff and aggrieved employees were entitled to timely payment of
19 wages during their employment. In violation of the California Labor Code, Plaintiff and
20 aggrieved employees did not receive payment for all wages within permissible time periods.

21 24. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
22 should have known that Plaintiff and aggrieved employees were entitled to all earned wages
23 without unlawful deductions. In violation of the California Labor Code, Defendants made
24 unlawful deductions from Plaintiff's and aggrieved employees' wages.

25 25. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
26 should have known that aggrieved employees were entitled to timely payment of wages due upon
27 separation of employment. In violation of the Labor Code, Plaintiff and aggrieved employees did
28

1 not receive payment of all wages, including, but not limited to, unpaid minimum wages, overtime
2 wages, meal period premiums, and rest break premiums within permissible time periods.

3 26. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
4 should have known that Plaintiff and aggrieved employees were entitled to receive complete and
5 accurate wage statements in accordance with California law. In violation of the California Labor
6 Code, Plaintiff and aggrieved employees were not furnished with complete and accurate wage
7 statements showing their total hours worked, number of hours worked at each hourly rate and
8 gross and net wages, among other things.

9 27. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
10 should have known that Plaintiff and aggrieved employees were entitled to reimbursement for all
11 business-related expenditures. In violation of the Labor Code, Plaintiff and aggrieved employees
12 did not receive indemnification or reimbursement for all business-related expenditures, including
13 but not limited to, expenses associated with truck repairs.

14 28. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
15 should have known they had a duty to compensate Plaintiff and aggrieved employees, and
16 Defendants had the financial ability to pay such compensation but willfully, knowingly and
17 intentionally failed to do so all in order to increase Defendants' profits.

18
19 **FIRST CAUSE OF ACTION**

20 **VIOLATION OF THE LABOR CODE PRIVATE ATTORNEYS GENERAL ACT**

21 (California Labor Code §§ 2698, *et seq.*)

22 29. Plaintiff hereby re-alleges and incorporates by reference all paragraphs above as
23 though fully set forth herein.

24 30. Pursuant to Labor Code § 2699(a), any provision of the Labor Code that provides
25 for a civil penalty to be assessed and collected by the Labor and Workforce Development Agency
26 ("LWDA") or any of its departments, divisions, commissions, boards, agencies or employees for
27 violation of the code may, as an alternative, be recovered through a civil action brought by an
28

1 aggrieved employee on behalf of himself and other current or former employees pursuant to the
2 procedures specified in Labor Code § 2699.3.

3 31. For all provisions of the Labor Code except those for which a civil penalty is
4 specifically provided, Labor Code § 2699(f) imposes upon Defendant a penalty of one hundred
5 dollars (\$100.00) for each aggrieved employee per pay period for the initial violation and two
6 hundred dollars (\$200.00) for each aggrieved employee per pay period for each subsequent pay
7 period in which Defendants violated these provisions of the Labor Code.

8 32. Defendants' conduct with respect to Plaintiff and other aggrieved employees
9 violates numerous Labor Code sections including, but not limited to, the following:

- 10 (a) Violation of Labor Code § 226.8 for willful misclassification;
- 11 (b) Violation of Labor Code §§ 201, 202, 203, 204, 210, 510, 558, 1194,
12 1194.2, 1197 and 1198 for failure to timely pay all earned wages (including
13 minimum wages and overtime wages) owed to Plaintiff and other
14 aggrieved employees during employment and upon separation of
15 employment as herein alleged;
- 16 (c) Violation of Labor Code §§ 226.7 and 512 for failure to provide meal
17 periods to Plaintiff and other aggrieved employees and failure to pay
18 premium wages for missed meal periods as herein alleged;
- 19 (d) Violation of Labor Code §§ 226.2 and 226.7 for failure to permit rest
20 breaks to Plaintiff and other aggrieved employees and failure to pay
21 premium wages for missed rest periods as herein alleged;
- 22 (e) Violation of Labor Code §§ 221, 223, 224, and 225.5 for making unlawful
23 deductions from earned wages of Plaintiff and aggrieved employees as
24 herein alleged;
- 25 (f) Violation of Labor Code §§ 226 and 226.3 for failure to provide accurate
26 itemized wage statements to Plaintiff and other aggrieved employees as
27 herein alleged;
- 28

1 (g) Violation of Labor Code §§ 2800 and 2802 for failure to reimburse
2 Plaintiff and other aggrieved employees for business expenditures as herein
3 alleged; and

4 (h) Violation of Labor Code §§ 1174 and 1174.5 for failure to maintain
5 accurate records.

6 33. As set forth above, Defendants have violated numerous provisions of the Labor
7 Code regulating hours and days of work as well as the IWC Wage Orders. Accordingly, Plaintiff
8 seeks the penalties set forth in Labor Code § 558 for himself, other aggrieved employees, and the
9 State of California.

10 34. Plaintiff is an “aggrieved employee” because he was employed by the alleged
11 violator and had one or more of the alleged violations committed against him, and therefore is
12 properly suited to represent the interests of all other aggrieved employees.

13 35. Plaintiff has exhausted the procedural requirements under Labor Code § 2699.3 as
14 to Defendants and is therefore able to pursue a claim for penalties on behalf of himself and all
15 other aggrieved employees under PAGA.

16 36. Pursuant to Labor Code §§ 2699(a), 2699.3 and 2699.5, Plaintiff is entitled to
17 recover civil penalties, in addition to other remedies, for violations of the Labor Code sections
18 cited above.

19 37. For bringing this action, Plaintiff is entitled to attorney’s fees and costs incurred
20 herein.

21
22 **PRAYER FOR RELIEF**

23 Plaintiff, on his own behalf, and on behalf of all other aggrieved employees, prays for
24 judgment against Defendants as follows:

- 25 1. For civil penalties against Defendants on behalf of all aggrieved employees;
26 2. For reasonable attorney’s fees and costs of suit to the extent permitted by law,
27 including pursuant to California Labor Code §§ 2698, *et seq.*, and California Code of Civil
28 Procedure § 1021.5; and

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

3. For such other relief as the Court deems just and proper.

Dated: May 27, 2020

AEGIS LAW FIRM, PC

By: 

Clare M. Wernet
Attorneys for Plaintiff