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Superior Court of California
County of Los Angeles

JUN 22 2020

Sherri R. Carter, Executive Officer/Clerk of Court
By: Aldwin Lim, Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

JAMES GOODINE and GREG CRAWFORD,
as individuals and on behalf of all others
similarly situated,

Plaintiffs,

vs.

TEAM ONE LOGISTICS, LLC, a Georgia
limited liability company; TEAM ONE
CONTRACT SERVICES, LLC, a California
limited liability company; and DOES 1 through
100,

Defendants.

Case No.: 19STCV28521

**FIRST AMENDED CLASS AND
REPRESENTATIVE ACTION
COMPLAINT:**

- (1) **FAILURE TO PAY ALL OVERTIME
WAGES (LABOR CODE §§ 204, 510,
558, 1194, 1198);**
- (2) **MINIMUM WAGE VIOLATIONS
(LABOR CODE §§ 1182.12, 1194,
1194.2, AND 1197);**
- (3) **MEAL PERIOD VIOLATIONS
(LABOR CODE §§ 226.7, 512, 558);**
- (4) **REST PERIOD VIOLATIONS
(LABOR CODE §§ 226.7, 516, 558);**
- (5) **FAILURE TO REIMBURSE
NECESSARY BUSINESS EXPENSES
(LABOR CODE §§ 2802, 2804);**
- (6) **UNFAIR COMPETITION (BUS &
PROF CODE § 17200 *et seq.*);**
- (7) **WAGE STATEMENT PENALTIES
(LABOR CODE §§ 226 *et seq.*);**
- (8) **WAITING TIME PENALTIES
(LABOR CODE §§ 201-203); AND**
- (9) **CIVIL PENALTIES UNDER THE
PRIVATE ATTORNEYS GENERAL
ACT (LABOR CODE § 2698 *et seq.*)**

**DEMAND FOR JURY TRIAL
UNLIMITED CIVIL CASE**

1 Plaintiffs James Goodine and Greg Crawford (“Plaintiffs”) on behalf of themselves and
2 all others similarly situated, hereby brings this Class Action Complaint against Defendants Team
3 One Logistics, LLC, a Georgia limited liability company, Team One Contract Services, LLC, a
4 California limited liability company, and DOES 1 to 100, inclusive (collectively “Defendants”),
5 and on information and belief alleges as follows:

6 **JURISDICTION**

7 1. Plaintiffs, on behalf of themselves and all others similarly situated, hereby bring
8 this action for recovery of unpaid wages and penalties under California Labor Code §§ 201-204,
9 226 *et seq.*, 226.7, 510, 512, 516, 558, 1182.12, 1194, 1194.2, 1197, 1198, 2802, 2804, and 2698
10 *et seq.*, Business and Professions Code § 17200 *et. seq.*, and Industrial Welfare Commission Wage
11 Order 9 (“Wage Order 9”), in addition to seeking declaratory relief and restitution. This action is
12 brought pursuant to California Code of Civil Procedure § 382. This Court has jurisdiction over
13 Defendants’ violations of the California Labor Code because the amount in controversy exceeds
14 this Court's jurisdictional minimum.

15 **VENUE**

16 2. Venue is proper in this judicial district pursuant to California Code of Civil
17 Procedure §§ 395(a) and 395.5, as at least some of the acts and omissions complained of herein
18 occurred in the County of Los Angeles. Defendants own, maintain offices, transact business,
19 have an agent or agents within the County of Los Angeles, and/or otherwise are found within the
20 County of Los Angeles, and Defendants are within the jurisdiction of this Court for purposes of
21 service of process.

22 **PARTIES**

23 3. Plaintiffs are individuals over the age of eighteen (18). At all relevant times herein,
24 Plaintiffs were and currently are California residents. During the four years immediately
25 preceding the filing of this action and within the statute of limitations periods applicable to each
26 cause of action pled herein, Plaintiffs were employed by Defendants as non-exempt employees.
27 Plaintiffs were, and are, victims of Defendants’ policies and/or practices complained of herein,
28 lost money and/or property, and has been deprived of the rights guaranteed by Labor Code §§

201-204, 226 *et seq.*, 226.7, 510, 512, 516, 558, 1182.12, 1194, 1194.2, 1197, 1198, 2802, 2804, and 2698 *et seq.*, California Business and Professions Code § 17200 *et seq.* (“Unfair Competition Law”), and Wage Order 9, which sets employment standards for the transportation industry.

4. Plaintiffs are informed and believe, and based thereon allege, that during the four years preceding the filing this action and continuing to the present, Defendants did (and continue to do) business within the County of Los Angeles and the State of California by operating as an employment staffing agency and therefore, were (and are) doing business in the County of Riverside and the State of California.

5. Plaintiffs do not know the true names or capacities, whether individual, partner, or corporate, of the defendants sued herein as DOES 1 to 100, inclusive, and for that reason, said defendants are sued under such fictitious names, and Plaintiffs will seek leave from this Court to amend this First Amended Class and Representative Complaint when such true names and capacities are discovered. Plaintiffs are informed, and believe, and based thereon allege, that each of said fictitious defendants, whether individual, partners, or corporate, were responsible in some manner for the acts and omissions alleged herein, and proximately caused Plaintiffs, the Classes (as defined herein), and the aggrieved employees to be subject to the unlawful employment practices, wrongs, injuries and damages complained of herein.

6. Plaintiffs are informed and believe, and based thereon allege, that at all times mentioned herein, Defendants were and are the employers of Plaintiffs, all members of the Classes, and the aggrieved employees (as defined herein).

7. At all times herein mentioned, each of said Defendants participated in the doing of the acts hereinafter alleged to have been done by the named Defendants; and furthermore, the Defendants, and each of them, were the agents, servants, and employees of each and every one of the other Defendants, as well as the agents of all Defendants, and at all times herein mentioned were acting within the course and scope of said agency and employment. Defendants, and each of them, approved of, condoned, and/or otherwise ratified each and every one of the acts or omissions complained of herein.

8. At all times mentioned herein, Defendants, and each of them, were members of

1 and engaged in a joint venture, partnership, and common enterprise, and acting within the course
2 and scope of and in pursuance of said joint venture, partnership, and common enterprise. Further,
3 Plaintiffs allege that all Defendants were joint employers for all purposes of Plaintiffs, all
4 members of the Classes, and the aggrieved employees (as defined herein).

5 **GENERAL FACTUAL ALLEGATIONS**

6 9. Defendants operate a national asset-based transportation and logistics company.
7 Plaintiff Goodine was employed by Defendants as a non-exempt employee, in the position of
8 “Driver,” from approximately April 24, 2017 to approximately April 2020. Plaintiff Crawford
9 worked for Defendants as a non-exempt employee in the position of “Driver” from approximately
10 November 6, 2017 to December 31, 2019. Plaintiffs’ primary job duties consisted of driving
11 tractor trailers, dropping off containers, and picking up loads throughout the ports of Long Beach
12 and Los Angeles, California and transporting them back to Defendants’ shipyard in Moreno
13 Valley, California.

14 10. Throughout Plaintiffs’ respective employments with Defendants, Defendants
15 maintained unlawful meal period policies/practices that failed to provide timely, duty-free 30-
16 minute first meal periods commencing before the end of the fifth hour of work, as well as second
17 meal periods for shifts in excess of 10.0 hours. Specifically, Defendants failed to schedule meal
18 periods throughout the workday and Plaintiffs’ driving schedules did not accommodate for 30-
19 minute uninterrupted meal periods. Furthermore, Defendants instructed Plaintiffs and other non-
20 exempt employees to clock-out for their meal periods before reaching the end of their “sixth”
21 hour of work to avoid recording a non-compliant meal period on Defendants’ timekeeping system
22 which is located inside each truck. Despite requiring employees to clock-out for meal periods,
23 Plaintiffs and other non-exempt employees were expected to remain inside their trucks for the
24 duration of their purported meal periods, and thus were not actually relieved of all duties. On
25 occasions when Plaintiffs and other non-exempt employees were not provided with all lawful
26 meal periods to which they were entitled, Defendants failed to pay Plaintiffs and other non-
27 exempt employees an additional hour of premium pay at their respective regular rates of pay for
28 each workday in which a meal period violation occurred, as required by Labor Code § 226.7.

1 11. Throughout Plaintiffs’ respective employments with Defendants, Defendants
2 utilized a timekeeping system, which upon information and belief, resulted in Plaintiffs not being
3 compensated for all hours actually worked, whether by rounding, time-shaving, or otherwise.
4 Furthermore, Defendants’ policy/practice of requiring Plaintiffs and other non-exempt employees
5 to clock-out for meal periods, when no such duty-free meal periods were actually provided, has
6 also resulted in the underpayment of all minimum and overtime wages earned. *See Kaanaana, et*
7 *al. v. Barrett Business Services, Inc., et al.*, 29 Cal. App. 5th 778, 808 (2018) (finding that time
8 worked during meal periods results in liability for both “premium pay for the meal period
9 violation and payment of minimum wages for all time worked.”) As a result of Defendants’
10 timekeeping policies/practices, Plaintiffs and non-exempt employees were not paid all minimum
11 and overtime wages owed to them.

12 12. Defendants also failed to authorize and permit Plaintiffs and other non-exempt
13 employees to take all duty-free 10-minute rest periods for every four hours worked, or major
14 fraction thereof, due to Defendants’ unlawful rest period policies/practices. Specifically, as
15 described above, Defendants failed to schedule breaks throughout the workday and their driving
16 schedules and work demand frequently prevented Plaintiffs and other non-exempt employees
17 from taking all their rest periods. Furthermore, upon information and belief, Defendants advised
18 non-exempt employees to add their rest period time to their meal periods if these employees were
19 otherwise unable to take a legally compliant rest period throughout their shifts. Even assuming
20 that a rest period was taken, it was invalidated by Defendants’ requirement that the employee
21 remain in the truck, in violation of *Augustus v. ABM Security Services, Inc.*, 2 Cal.5th 257 (2016).
22 On occasions when Plaintiffs and other non-exempt employees were not authorized and permitted
23 to take all legally-compliant rest periods to which they were entitled, Defendants failed to
24 compensate Plaintiffs and other non-exempt employees with an additional hour of premium pay
25 at their respective regular rates of pay for each workday in which a rest period violation occurred,
26 as required by Labor Code § 226.7.

27 13. Upon information and belief, during at least a portion of the relevant time period,
28 Defendants failed to maintain pay codes for the payment of meal and/or rest period premium

1 payments as required by Labor Code § 226.7.

2 14. During their respective employments with Defendants, Plaintiffs and other non-
3 exempt employees were also required to use their personal cell phones for work, as supervisors
4 frequently called or text them on their personal cell phones for work-related communications. In
5 fact, Defendants regularly utilized text messaging as a form of dispatching employees the night
6 before a shift. Despite this, Defendants failed to reimburse Plaintiffs and other non-exempt
7 employees for all necessary business expenses associated with using their personal cell phones,
8 in violation of Labor Code § 2802.

9 15. As a result of Defendants' failure to pay all overtime and minimum wages, meal
10 and rest period premiums, Defendants maintained inaccurate payroll records, issued inaccurate
11 wage statements, and failed to timely pay all wages owed to separating employees at the time of
12 their separation.

13 16. Based on the foregoing, Plaintiffs seek to represent themselves, the putative class
14 members, and all aggrieved employees, as defined by Labor Code § 2699(c).

15 **CLASS ACTION ALLEGATIONS**

16 17. **Class Definitions:** Plaintiffs bring this action on behalf of themselves and the
17 following Classes pursuant to § 382 of the Code of Civil Procedure:

- 18 a. The Minimum Wage Class consists of all Defendants' current and former non-
19 exempt employees in California who were subject to Defendants' timekeeping
20 policies and/or practices, during the four years immediately preceding the filing of
21 the Complaint through the present.
- 22 b. The Overtime Class consists of all Defendants' current and former non-exempt
23 employees in California who worked more than 8.0 hours per day and/or 40.0
24 hours per workweek and/or were subject to Defendants' timekeeping policies
25 and/or practices for non-exempt employees, during the four years immediately
26 preceding the filing of this action through the present.
- 27 c. The Meal Period Class consists of all Defendants' current and former non-exempt
28 employees in California who: (i) worked at least one shift in excess of 5.0 hours;

and/or (ii) worked at least one shift in excess of 10.0 hours, during the four years immediately preceding the filing of this action through the present.

d. The Rest Period Class consists of all Defendants' current and former non-exempt employees in California who worked at least one shift in excess of 3.5 hours, during the four years immediately preceding the filing of this action through the present.

e. The Reimbursement Class consists of all of Defendants' current and former non-exempt employees in California who were not reimbursed for necessary business expenses incurred, during the four years immediately preceding the filing of this action through the present.

f. The Wage Statement Class consists of all members of the Minimum Wage Class, Overtime Class, Meal Period Class, and/or Rest Period Class who received a wage statement from Defendants, during the one year immediately preceding the filing of this action through the present.

g. The Waiting Time Class consists of all formerly employed members of the Minimum Wage Class, Overtime Class, Meal Period Class, and/or Rest Period Class who separated their employment from Defendants within the three years immediately preceding the filing of this action through the present.

18. **Numerosity/Ascertainability:** The members of the Classes are so numerous that joinder of all members would be unfeasible and not practicable. The membership of the Classes are unknown to Plaintiffs at this time; however, it is estimated that the members of the Classes number greater than one hundred (100) individuals. The identity of such membership is readily ascertainable via inspection of Defendants' employment records.

19. **Common Questions of Law and Fact Predominate/Well Defined Community of Interest:** There are common questions of law and fact as to Plaintiffs and all other similarly situated non-exempt employees, which predominate over questions affecting only individual members including, without limitation:

i. Whether Defendants violated Labor Code §§ 204, 510, 558, 1194 and 1198 by

1 requiring members of the Overtime Class to perform overtime work and not
2 paying for all said work;

3 ii. Whether Defendants lawfully paid all minimum wages for all hours worked to
4 members of the Minimum Wage Class pursuant to Labor Code §§ 1182.12, 1194,
5 1194.2 and 1197;

6 iii. Whether Defendants provided all legally compliant meal periods to members of
7 the Meal Period Class pursuant to Labor Code §§ 226.7 and 512;

8 iv. Whether Defendants authorized and permitted all lawful rest periods to members
9 of the Rest Period Class pursuant to Labor Code §§ 226.7 and 516;

10 v. Whether Defendants paid meal and/or rest period premium payments for non-
11 compliant meal and/or rest periods pursuant to Labor Code § 226.7;

12 vi. Whether Defendants failed to reimburse members of the Reimbursement Class for
13 all necessary business expenses incurred pursuant to Labor Code §§ 2802 and
14 2804;

15 vii. Whether Defendants furnished legally compliant wage statements to members of
16 the Wage Statement Class pursuant to Labor Code § 226; and

17 viii. Whether Defendants paid all wages/compensation due upon separation to
18 members of the Waiting Time Class pursuant to Labor Code §§ 201-203.

19 20. **Predominance of Common Questions:** Common questions of law and fact
20 predominate over questions that affect only individual members of the Classes. The common
21 questions of law set forth above are numerous and substantial and stem from Defendants' policies
22 and/or practices applicable to each individual class member, such as Defendants' uniform
23 timekeeping policies/practices, meal and rest policies/practices, and reimbursement
24 policies/practices. As such, common questions predominate over individual questions concerning
25 each individual class member's showing as to their eligibility for recovery or as to the amount of
26 their damages.

27 21. **Typicality:** Plaintiffs' claims are typical of the claims of the Classes because
28 Plaintiffs were employed by Defendants as non-exempt employees in California during the

statute(s) of limitations period applicable to each cause of action pled in the action. As alleged herein, Plaintiffs, like the members of the Classes, were deprived of all overtime and minimum wages owed, were not provided all required meal periods, were not authorized and permitted to take all required rest periods, were not reimbursed for necessary business expenses incurred, were not provided with accurate, itemized wage statements, and did not receive all final wages owed at the time of their separation from employment.

22. **Adequacy of Representation:** Plaintiffs are fully prepared to take all necessary steps to represent fairly and adequately the interests of the members of the Classes. Moreover, Plaintiffs' attorneys are ready, willing and able to represent the members of the Classes and Plaintiffs fully and adequately. Plaintiffs' attorneys have prosecuted and defended numerous wage-and-hour class actions in state and federal courts in the past and are committed to vigorously prosecuting this action on behalf of the members of the Classes.

23. **Superiority:** The California Labor Code is broadly remedial in nature and serves an important public interest in establishing minimum working conditions and standards in California. These laws and labor standards protect the average working employee from exploitation by employers who have the responsibility to follow the laws and who may seek to take advantage of superior economic and bargaining power in setting onerous terms and conditions of employment. The nature of this action and the format of laws available to Plaintiffs and members of the Classes make the class action format a particularly efficient and appropriate procedure to redress the violations alleged herein. If each employee were required to file an individual lawsuit, Defendants would necessarily gain an unconscionable advantage since they would be able to exploit and overwhelm the limited resources of each individual plaintiff with their vastly superior financial and legal resources. Moreover, requiring each member of the Classes to pursue an individual remedy would also discourage the assertion of lawful claims by employees who would be disinclined to file an action against their former and/or current employer for real and justifiable fear of retaliation and permanent damages to their careers at subsequent employment. Further, the prosecution of separate actions by the individual class members, even if possible, would create a substantial risk of inconsistent or varying verdicts or adjudications

1 with respect to the individual class members against Defendants herein; and which would
2 establish potentially incompatible standards of conduct for Defendants; and/or legal
3 determinations with respect to individual class members which would, as a practical matter, be
4 dispositive of the interests of the other class members not parties to adjudications, or which would
5 substantially impair or impede the ability of the class members to protect their interests. Further,
6 the claims of the individual members of the Classes are not sufficiently large to warrant vigorous
7 individual prosecution considering all of the concomitant costs and expenses attending thereto.
8 As such, the Classes identified herein are maintainable as a Class under § 382 of the Code of Civil
9 Procedure.

10 **FIRST CAUSE OF ACTION**

11 **FAILURE TO PAY ALL OVERTIME WAGES**

12 **(AGAINST ALL DEFENDANTS)**

13 24. Plaintiffs re-allege and incorporate by reference all previous paragraphs.

14 25. This cause of action is brought pursuant to Labor Code §§ 204, 510, 558, 1194,
15 and 1198, which provide that non-exempt employees are entitled to overtime wages for all
16 overtime hours worked, and provide a private right of action for the failure to pay all overtime
17 compensation for overtime work performed.

18 26. At all times relevant herein, Defendants were required to properly pay Plaintiffs
19 and members of the Overtime Class for all overtime hours worked pursuant to California Labor
20 Code § 1194 and Wage Order 9. Wage Order 9, § 3 requires an employer to pay an employee
21 “one and one-half (1½) times the employee’s regular rate of pay for all hours worked in excess
22 of eight (8) hours” per workday and/or in excess of 40 hours of work in the workweek.

23 27. At all times relevant herein, Defendants caused Plaintiffs and members of the
24 Overtime Class to work overtime hours but did not compensate Plaintiffs or members of the
25 Overtime Class at one and one-half times their regular rate of pay for such hours.

26 28. The foregoing policies and practices are unlawful and create entitlement to
27 recovery by Plaintiffs and the Overtime Class in a civil action for the unpaid amount of overtime
28 premiums owing, including interest thereon, statutory and civil penalties, attorney’s fees, and

costs of suit according to California Labor Code §§ 204, 510, 558, 1194, and 1198, Wage Order 9, and Code of Civil Procedure § 1021.5.

SECOND CAUSE OF ACTION

MINIMUM WAGE VIOLATIONS

(AGAINST ALL DEFENDANTS)

29. Plaintiffs re-allege and incorporate by reference all previous paragraphs.

30. Wage Order 9, § 4 and California Labor Code §§ 1197 and 1182.12 establish the right of employees to be paid minimum wages for all hours worked, in amounts set by state law. Labor Code §§ 1194(a) and 1194.2(a) provide that an employee who has not been paid the legal minimum wage as required by Labor Code § 1197 may recover the unpaid balance together with attorneys' fees and costs of suit, as well as liquidated damages in an amount equal to the unpaid wages and interest accrued thereon.

31. At all relevant times herein, Defendants failed to conform their pay practices to the requirements of the law. This unlawful conduct includes but is not limited to all hours they were subject to Defendants' control. Accordingly, Plaintiffs and members of the Minimum Wage Class were not compensated for all hours actually worked as required by the California Labor Code and Wage Order 9.

32. California Labor Code § 1198 makes unlawful the employment of an employee under conditions that the Industrial Welfare Commission prohibits. California Labor Code §§ 1194(a) and 1194.2(a) provide that an employer who has failed to pay its employees the legal minimum wage is liable to pay those employees the unpaid balance of the unpaid wages as well as liquidated damages in an amount equal to the wages due and interest thereon.

33. As a direct and proximate result of Defendants' unlawful conduct as alleged herein, Plaintiffs and the Minimum Wage Class have sustained economic damages, including, but not limited to unpaid wages and lost interest, in an amount to be established at trial, and they are entitled to recover economic and statutory damages and penalties and other appropriate relief as a result of Defendants' violations of the California Labor Code and Wage Order 9.

34. Defendants' timekeeping policies/practices are unlawful and create an entitlement

1 to recovery by Plaintiffs and members of the Minimum Wage Class in a civil action for the unpaid
2 amount of minimum wages, liquidated damages, including interest thereon, statutory penalties,
3 civil penalties, attorney's fees, and costs of suit according to California Labor Code §§ 204, 210,
4 216, 558, 1194, 1194.2, and 1198, and Code of Civil Procedure § 1021.5.

5 **THIRD CAUSE OF ACTION**

6 **MEAL PERIOD VIOLATIONS**

7 **(AGAINST ALL DEFENDANTS)**

8 35. Plaintiffs re-allege and incorporate by reference all previous paragraphs.

9 36. Plaintiffs are informed and believes, and based thereon allege, that Defendants
10 failed in their affirmative obligation to provide all of their non-exempt employees in California,
11 including Plaintiffs and members of the Meal Period Class, with all legally compliant meal
12 periods in accordance with the mandates of the California Labor Code and Wage Order 9, § 11,
13 for the reasons set forth in the factual allegations and class definitions sections of this Complaint.
14 Despite Defendants' violations, Defendants did not pay an additional hour of premium pay to
15 Plaintiffs and members of the Meal Period Class at their respective regular rates of pay, in
16 accordance with California Labor Code §§ 226.7 and 512.

17 37. As a result, Defendants are responsible for paying premium compensation for meal
18 period violations, including interest thereon, statutory penalties, civil penalties, and costs of suit,
19 pursuant to Labor Code §§ 226.7, 512, and 558, Wage Order 9, and Code of Civil Procedure §
20 1021.5.

21 **FOURTH CAUSE OF ACTION**

22 **REST PERIOD VIOLATIONS**

23 **(AGAINST ALL DEFENDANTS)**

24 38. Plaintiffs re-allege and incorporate by reference all previous paragraphs.

25 39. Wage Order 9, § 12 and Labor Code §§ 226.7 and 516 establish the right of
26 employees to be provided with a rest period of at least ten (10) minutes for each four (4) hour
27 period worked, or major fraction thereof.

28 40. As alleged herein, and due to Defendants' unlawful rest period policies and/or

1 practices, Defendants failed to authorize and permit Plaintiffs and members of the Rest Period
2 Class to take all lawful rest periods to which they were legally entitled. Despite Defendants'
3 violations, Defendants failed to pay an additional hour of premium pay to Plaintiffs and members
4 of the Rest Period Class at their respective regular rates of pay for each violation, as required by
5 California Labor Code § 226.7.

6 41. The foregoing violations create an entitlement to recovery by Plaintiffs and
7 members of the Rest Period Class in a civil action for the unpaid amount of rest period premiums
8 owing, including interest thereon, statutory penalties, civil penalties, and costs of suit according
9 to Labor Code §§ 226.7, 516, and 558, Wage Order 9, and Code of Civil Procedure § 1021.5.

10 **FIFTH CAUSE OF ACTION**

11 **FAILURE TO REIMBURSE NECESSARY BUSINESS EXPENSES**

12 **(AGAINST ALL DEFENDANTS)**

13 42. Plaintiffs re-allege and incorporate by reference all previous paragraphs.

14 43. At all relevant times herein, Defendants were subject to Labor Code § 2802, which
15 states that “an employer shall indemnify his or her employees for all necessary expenditures or
16 losses incurred by the employee in direct consequence of the discharge of his or her duties, or of
17 his or obedience to the directions of the employer.”

18 44. At all relevant times herein, Defendants were subject to Labor Code § 2804, which
19 states that “any contract or agreement, express or implied, made by any employee to waive the
20 benefits of this article or any part thereof, is null and void, and this article shall not deprive any
21 employee or his personal representative of any right or remedy to which he is entitled under the
22 laws of this State.”

23 45. As alleged herein, due to Defendants’ unlawful reimbursement practices,
24 Defendants failed to indemnify Plaintiffs and the members of the Reimbursement Class for all
25 necessary business expenses incurred, including, among other things, personal cell phone usage.

26 46. As a proximate result of Defendants’ policies and/or practices in violation of Labor
27 Code §§ 2802 and 2804, Plaintiffs and members of the Reimbursement Class are entitled to
28

1 damages, attorneys' fees and costs of suit, and interest thereon, in sums to be shown according to
2 proof at trial, pursuant to Labor Code § 2802.

3 **SIXTH CAUSE OF ACTION**

4 **UNFAIR COMPETITION**

5 **(AGAINST ALL DEFENDANTS)**

6 47. Plaintiffs re-allege and incorporate by reference all previous paragraphs.

7 48. Defendants have engaged, and continue to engage, in unfair and/or unlawful
8 business practices in California in violation of California Business and Professions Code § 17200
9 *et seq.*, by, amongst other things, failing to pay Plaintiffs and the Classes all overtime and
10 minimum wages owed, failing to pay all required meal and rest period premium wages owed,
11 failing to reimburse for all necessary business expenses incurred, failing to furnish complete and
12 accurate itemized wage statements, and failing to pay all final wages owed at the time of
13 separation from employment

14 49. Defendants' utilization of these unfair and/or unlawful business practices deprived
15 Plaintiffs, and continues to deprive members of the Classes, of compensation to which they are
16 legally entitled, constitutes unfair and/or unlawful competition, and provides an unfair advantage
17 over Defendants' competitors who have been and/or are currently employing workers and
18 attempting to do so in honest compliance with applicable wage and hour laws.

19 50. Because Plaintiffs are victims of Defendants' unfair and/or unlawful conduct
20 alleged herein, Plaintiffs, for themselves and on behalf of the members of the Classes, seeks full
21 restitution of monies as necessary and according to proof to restore any and all monies withheld,
22 acquired and/or converted by Defendants pursuant to Business and Professions Code §§ 17203
23 and 17208.

24 51. The acts complained of herein occurred within the last four years immediately
25 preceding the filing this action.

26 52. Plaintiffs were compelled to retain the services of counsel to file this court action
27 to protect their interests and those of the Classes, to obtain restitution and injunctive relief on
28 behalf of Defendants' current non-exempt employees, and to enforce important rights affecting

1 the public interest. Plaintiffs have thereby incurred the financial burden of attorneys' fees and
2 costs, which they are entitled to recover under Code of Civil Procedure § 1021.5.

3 **SEVENTH CAUSE OF ACTION**

4 **WAGE STATEMENT VIOLATIONS**

5 **(AGAINST ALL DEFENDANTS)**

6 53. Plaintiff Crawford re-alleges and incorporates by references all previous
7 paragraphs.

8 54. Plaintiffs are informed and believe, and based thereon allege, that Defendants
9 knowingly and intentionally, as a matter of uniform policy and practice, failed to furnish Plaintiffs
10 and members of the Wage Statement Class with complete and accurate itemized wage statements
11 that included, among other requirements, all overtime and minimum wages earned, and all meal
12 and rest period premium wages, in violation of Labor Code § 226 *et seq.*

13 55. Defendants' failure to furnish Plaintiffs and members of the Wage Statement Class
14 with complete and accurate, itemized wage statements resulted in actual injury, as said failures
15 led to, among other things, the non-payment of all overtime and minimum wages owed, and all
16 meal and rest period premium wages, and deprived them of the information necessary to identify
17 the discrepancies in Defendants' reported data.

18 Defendants' failures create an entitlement to recovery by Plaintiffs and members of the Wage
19 Statement Class in a civil action for damages and/or penalties pursuant to Labor Code § 226 *et*
20 *seq.*, including statutory penalties, civil penalties, reasonable attorneys' fees, and costs of suit
21 according to California Labor Code § 226 *et seq.*

22 **EIGHTH CAUSE OF ACTION**

23 **WAITING TIME PENALTIES**

24 **(AGAINST ALL DEFENDANTS)**

25 56. Plaintiffs re-allege and incorporate by references all previous paragraphs.

26 57. This cause of action is brought pursuant to Labor Code §§ 201-203, which require
27 an employer to pay all wages earned immediately at the time of separation from employment in
28 the event the employer discharges the employee, or if the employee provides at least 72 hours of

1 notice of his/her intent to quit. In the event the employee provides less than 72 hours of notice of
2 his/her intent to quit, said employee's wages become due and payable not later than 72 hours upon
3 said employee's last date of employment.

4 58. Plaintiffs are informed and believe, and based thereon allege, that Defendants
5 failed to timely pay Plaintiffs and members of the Waiting Time Class all final wages due to them
6 at the time of their separation including, among other things, underpaid overtime and minimum
7 wages owed, and all meal and rest period premium wages. Further, Plaintiffs are informed and
8 believe, and based thereon allege, that as a matter of uniform policy and practice, Defendants
9 continue to fail to pay members of the Waiting Time Class all earned wages at the end of
10 employment in a timely manner pursuant to the requirements of Labor Code §§ 201-203.
11 Defendants' failure to pay all final wages was willful within the meaning of Labor Code § 203.

12 59. Defendants' willful failure to timely pay Plaintiffs and members of the Waiting
13 Time Class all earned wages upon separation from employment results in a continued payment
14 of wages up to thirty (30) days from the time the wages were due. Therefore, Plaintiffs and
15 members of the Waiting Time Class are entitled to compensation pursuant to Labor Code § 203,
16 plus reasonable attorneys' fees and costs of suit.

17 **NINTH CAUSE OF ACTION**

18 **PRIVATE ATTORNEYS GENERAL ACT**

19 **(AGAINST ALL DEFENDANTS)**

20 60. Plaintiff Crawford re-alleges and incorporates by references all previous
21 paragraphs.

22 61. Defendants have committed several Labor Code violations against Plaintiff
23 Crawford and other similarly aggrieved employees. Plaintiff is an "aggrieved employees" within
24 the meaning of Labor Code § 2698 *et seq.*, and acting on behalf of himself and other similarly
25 aggrieved employees, brings this representative action against Defendants to recover the civil
26 penalties due to Plaintiff, other similarly aggrieved employees, and the State of California
27 according to proof pursuant to Labor Code § 2699 including, but not limited to: (1) \$100.00 for
28 each initial violation and \$200 for each subsequent violation or willful or intentional violation

pursuant to Labor Code § 210 for each failure to pay each employee, plus 25% of the amount unlawfully withheld; (2) \$50.00 for each initial violation and \$100 for each subsequent violation pursuant to Labor Code § 558 per employee per pay period; (3) \$100.00 for each initial violation and \$250.00 for each subsequent violation pursuant to Labor Code § 1197.1 per employee per pay period; (4) \$250.00 for each initial violation and \$1,000.00 for each subsequent violation pursuant to Labor Code § 226.3 per employee per pay period; (5) \$50.00 for each initial violation and \$100 for each subsequent violation of Labor Code § 226 per employee per pay period pursuant to Labor Code § 226(e); and/or (6) \$100 per employee per initial violation and \$200 per employee per subsequent Labor Code violation pursuant to Labor Code § 2699(f), based on the following Labor Code violations:

- a. Failing to pay Plaintiff and other aggrieved employees all overtime compensation earned;
- b. Failing to pay Plaintiff and other aggrieved employees the statutory minimum wage for all hours worked;
- c. Failing to provide all legally required meal periods and failing to pay meal period premiums to Plaintiff and other aggrieved employees in violation of Labor Code §§ 226.7, 512, and 558;
- d. Failing to authorize and permit all legally required rest periods and failing to pay rest period premiums to Plaintiff and other aggrieved employees in violation of Labor Code §§ 226.7, 516, and 558;
- e. Failing to reimburse Plaintiff and other aggrieved employees for all necessary business expenditures in violation of Labor Code §§ 2802, and 2804.
- f. Failing to furnish Plaintiff and other aggrieved employees with accurate and complete itemized wage statements in violation of Labor Code § 226;
- g. Failing to pay all final wages, including but not limited to overtime wages and meal and rest period premium wages, to Plaintiff and other aggrieved employees upon their separation of employment from Defendants in violation of Labor Code §§ 201-203;

1 h. Failing to pay Plaintiff and other aggrieved employees all earned wages at least
2 twice during each calendar month in violation of Labor Code § 204; and

3 i. Failing to maintain accurate records on behalf of Plaintiff and other aggrieved
4 employees in violation of Labor Code §§ 558, 1174, and 1198.

5 62. On April 3, 2020, Plaintiff Crawford notified Defendants, via certified mail, and
6 the California Labor and Workforce Development Agency (“LWDA”) via e-mail of Defendants’
7 violations of the California Labor Code and Plaintiff’s intent to bring a claim for civil penalties
8 under California Labor Code § 2698 *et seq.* with respect to violations of the California Labor
9 Code identified in Paragraph 61 (a)-(i). Now that sixty-five days have passed from Plaintiff
10 Crawford notifying Defendants of these violations, Plaintiff Crawford has exhausted his
11 administrative requirements for bringing a claim under the Private Attorneys General Act with
12 respect to these violations.

13 63. Plaintiff was compelled to retain the services of counsel to file this court action to
14 protect her interests and the interests of other similarly aggrieved employees, and to assess and
15 collect the civil penalties owed by Defendants. Plaintiff has thereby incurred attorneys’ fees and
16 costs, which she is entitled to receive under California Labor Code § 2699.

17 **PRAYER**

18 WHEREFORE, Plaintiffs pray for judgment for themselves and for all others on whose
19 behalf this suit is brought against Defendants, as follows:

- 20 1. For an order certifying the proposed Classes;
- 21 2. For an order appointing Plaintiffs as representatives of the Classes;
- 22 3. For an order appointing Counsel for Plaintiffs as Counsel for the Classes;
- 23 4. Upon the First Cause of Action, for compensatory, consequential, general and
24 special damages according to proof pursuant to Labor Code §§ 204, 510, 558, 1194, and 1198;
- 25 5. Upon the Second Cause of Action, for payment of minimum wages, liquidated
26 damages, and penalties owed according to proof pursuant to Labor Code §§ 1182.12, 1194,
27 1194.2 and 1197;
- 28 6. Upon the Third Cause of Action, for compensatory, consequential, general and

special damages according to proof pursuant to Labor Code §§ 226.7, 512 and 558;

7. Upon the Fourth Cause of Action, for compensatory, consequential, general, and special damages according to proof pursuant to Labor Code §§ 226.7, 516, and 558;

8. Upon the Fifth Cause of Action, for compensatory, consequential, general, and special damages according to proof pursuant to Labor Code §§ 2802 and 2804;

9. Upon the Sixth Cause of Action, for restitution to Plaintiffs and members of the Classes of all money and/or property unlawfully acquired by Defendants by means of any acts or practices declared by this Court to be in violation of California Business and Professions Code § 17200 *et seq.*;

10. Upon the Seventh Cause of Action, for statutory penalties pursuant to Labor Code § 226 *et. seq.*;

11. Upon the Eighth Cause of Action, for statutory waiting time penalties pursuant to Labor Code §§ 201-203;

12. Upon the Ninth Cause of Action, for civil penalties due to Plaintiff, other similarly aggrieved employees, and the State of California according to proof pursuant to Labor Code § 2699 including, but not limited to: (1) \$100.00 for each initial violation and \$200 for each subsequent violation or willful or intentional violation pursuant to Labor Code § 210 for each failure to pay each employee, plus 25% of the amount unlawfully withheld; (2) \$50.00 for each initial violation and \$100 for each subsequent violation pursuant to Labor Code § 558 per employee per pay period; (3) \$100.00 for each initial violation and \$250.00 for each subsequent violation pursuant to Labor Code § 1197.1 per employee per pay period; (4) \$250.00 for each initial violation and \$1,000.00 for each subsequent violation pursuant to Labor Code § 226.3 per employee per pay period; (5) \$50.00 for each initial violation and \$100 for each subsequent violation of Labor Code § 226 per employee per pay period pursuant to Labor Code § 226(e); and/or (6) \$100 per employee per initial violation and \$200 per employee per subsequent Labor Code violation pursuant to Labor Code § 2699(f);

13. Prejudgment interest on all due and unpaid wages pursuant to California Labor Code § 218.6 and Civil Code §§ 3287 and 3289;

1 14. On all causes of action, for attorneys' fees and costs as provided by Labor Code
2 §§ 218.5, 1194 *et seq.*, and 2802, and Code of Civil Procedure § 1021.5; and

3 15. For such other and further relief the Court may deem just and proper.

4
5 Dated: June 10, 2020

Respectfully submitted,
HAINES LAW GROUP, APC

6
7 By: _____

Fletcher W. Schmidt
Attorneys for Plaintiffs

8
9
10 **DEMAND FOR JURY TRIAL**

11 Plaintiffs hereby demand a jury trial with respect to all issues triable by jury.

12
13 Dated: June 10, 2020

HAINES LAW GROUP, APC

14
15 By: _____

Fletcher W. Schmidt
Attorneys for Plaintiffs