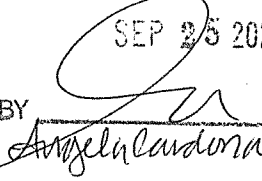


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FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO
SAN BERNARDINO DISTRICT

SEP 25 2020

BY  DEPUTY

Attorneys for SONNY WILLIAMS on behalf of himself,
all others similarly situated, and on behalf of the general public.

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF SAN BERNARDINO**

SONNY WILLIAMS on behalf of himself,
all others similarly situated, and on behalf
of the general public,

Plaintiffs,

v.

HANSEN & ADKINS AUTO
TRANSPORT, INC.; HANSEN &
ADKINS, INC.; and DOES 1-100,

Defendants.

Case No. **CIV DS 2020832**

**PLAINTIFF'S CLASS ACTION
COMPLAINT FOR DAMAGES,
INJUNCTIVE RELIEF, DECLARATORY
RELIEF, AND RESTITUTION**

- 1) Failure to Pay All Straight Time Wages;
- 2) Failure to Provide Meal Periods (Cal. Lab. Code §§ 226.7, 512, IWC Wage Order No. 9-2001(11); Cal. Code Regs., tit. 8 § 11090);
- 3) Failure to Authorize and Permit Rest Periods (Cal. Lab. Code § 226.7; IWC Wage Order No. 9-2001(12); Cal. Code Regs. Title 8 § 11090);
- 4) Knowing and Intentional Failure to Comply with Itemized Employee Wage Statement Provisions (Cal. Lab. Code §§ 226, 1174, 1175);
- 5) Failure to Pay All Wages Due at the Time of Termination of Employment (Cal. Lab. Code §§ 201-203);
- 6) Violation of Unfair Competition Law (Bus. & Prof. Code § 17200, et seq.);
- 7) Failure to Reimburse/Illegal Deductions (Cal. Lab. Code §§ 221, 2802, Cal. Regs., tit. 8, § 11090(8)); and,
- 8) Violations of the Labor Code Private Attorneys General Act of 2004 ("PAGA").

DEMAND FOR JURY TRIAL

1 Plaintiff SONNY WILLIAMS, on behalf of himself, all others similarly situated, and on behalf of
2 the general public, complain of Defendant SONNY WILLIAMS and/or DOES and for causes of
3 action and alleges:

4 1. This is a class action pursuant to California Code of Civil Procedure section 382 on behalf
5 of Plaintiff, SONNY WILLIAMS, and all non-exempt, truck workers, truck drivers,
6 drivers, or similar job designations (“Plaintiffs”) who are presently or formerly employed
7 by HANSEN & ADKINS AUTO TRANSPORT, INC., HANSEN & ADKINS, INC.
8 and/or their subsidiaries or affiliated companies and/or predecessors within the State of
9 California (collectively “HANSEN & ADKINS” or “Defendants”) and/or DOES, and who
10 Defendants misclassify as independent contractors.

11 2. By misclassifying Plaintiff and members of the proposed class as independent contractors
12 Defendants HANSEN & ADKINS and/or DOES have sought to avoid their legal
13 obligations as “employer” of Plaintiff and members of the proposed class under the
14 California Labor Code. Pursuant to their misclassification of Plaintiff and members of the
15 proposed class, Defendants HANSEN & ADKINS and/or DOES have sought to avoid and
16 have violated their duty to provide meal and rest periods and pay all wages owed for all
17 hours worked. Defendants HANSEN & ADKINS and/or DOES misclassification regime
18 has also resulted in Plaintiff and members of the proposed class having to shoulder the
19 burden of paying massive amounts of business expenses that, as the employer, Defendants
20 HANSEN & ADKINS and/or DOES would otherwise be obligated to pay. For instance,
21 under Defendants’ HANSEN & ADKINS and/or DOES misclassification scheme, Plaintiff
22 and members of the proposed class must pay substantial sums for various forms of
23 insurance coverage, vehicle maintenance, operation and damage costs, fuel, and other
24 business-related expenses that, as the legal employer, Defendants HANSEN & ADKINS
25 and/or DOES are obligated to pay and/or reimburse Plaintiff and members of the proposed
26 class for.

27 3. Defendants HANSEN & ADKINS and/or DOES may not lawfully avoid these legal
28 obligations by labeling workers like Plaintiff and members of the proposed class as

1 “independent contractors” when the nature of that engagement is an employment one.

2 4. At all times mentioned herein, the common policies and practices of HANSEN & ADKINS
3 and/or DOES were a direct cause of Defendants’ HANSEN & ADKINS and/or DOES
4 failure to comply with California’s wage and hours laws, Wage Orders, and/or the
5 California Labor Code, as set forth more fully within.

6 5. For at least four (4) years prior to the filing of this action and through to the present,
7 Defendant HANSEN & ADKINS and/or DOES have had a consistent policy and/or
8 practice of not paying Plaintiff and members of the proposed class for all of the hours they
9 worked.

10 6. Due to its misclassification scheme, Defendants HANSEN & ADKINS and/or DOES have
11 not provided Plaintiff and members of the proposed class with meal periods and/or rest
12 breaks. Defendants HANSEN & ADKINS and/or DOES do not have policies that provide
13 Plaintiff with meal periods that comply with California law. Under the umbrella of their
14 misclassification scheme, Defendant HANSEN & ADKINS and/or DOES fails to provide
15 meal and rest breaks wherein Plaintiff and members of the proposed class are relieved of
16 all control and duty for thirty-minutes (meal periods) and ten-minutes (rest periods). Also
17 motivated by their misclassification of Plaintiff and members of the proposed class,
18 Defendants do not pay Plaintiff and members of the proposed class one hours’ pay at the
19 Plaintiff’s and members of the proposed class’ regular rate of pay for each day Defendant
20 does not provide a meal and/or a rest period in accordance with California law.

21 7. For at least four (4) years prior to the filing of this action and through to the present,
22 Defendants HANSEN & ADKINS and/or DOES and/or their officers and/or managing
23 agents have had a consistent policy and/or practice of willfully failing to provide to Plaintiff
24 and members of the proposed class, accurate itemized employee wage statements.
25 Defendants’ actions in this regard are willful because it has willfully failed to provide
26 properly itemized wage statements to Plaintiff and members of the proposed class because
27 Defendants have deliberately and willfully misclassified Plaintiff and members of the
28 proposed class as independent contractors.

1 8. For at least four (4) years prior to the filing of this action and through to the present,
2 Defendant HANSEN & ADKINS and/or DOES and/or their officers and/or managing
3 agents have had a consistent policy and/or practice of willfully failing to timely pay wages
4 owed to Plaintiff and members of the proposed class who left Defendants HANSEN &
5 ADKINS employ or who were terminated.

6 9. For at least four (4) years prior to the filing of this action and through to the present,
7 Defendants HANSEN & ADKINS and/or DOES, by failing to lawfully pay Plaintiff and
8 members of the proposed class all the wages they are owed, engaged in false, unfair,
9 fraudulent and deceptive business practices within the meaning of the Business and
10 Professions Code section 17200, et seq.

11 10. Throughout the statutory period, Defendants HANSEN & ADKINS' and/or DOES'
12 employees, including Plaintiff and members of the proposed class, were not provided all
13 straight time wages owed, meal periods and rest periods, or compensation in lieu thereof,
14 as mandated under the California Labor Code, and the implementing rules and regulations
15 of the Industrial Welfare Commissions ("IWC") California Wage Orders.

16 11. Throughout the statutory period, Defendants HANSEN & ADKINS' and/or DOES'
17 employees, including Plaintiff and members of the proposed class, were not timely paid all
18 wages owed to them at the time of termination.

19 12. Defendants HANSEN & ADKINS and/or DOES are and were aware that Plaintiffs and
20 members of the proposed class were not paid all straight time and overtime wages owed,
21 nor provided meal and rest periods. Defendant HANSEN & ADKINS' and/or DOES'
22 denial of wages and other compensation due to Plaintiff and members of the proposed class
23 was willful and deliberate.

24 **I. VENUE**

25 13. Venue as to each Defendant, HANSEN & ADKINS and/or DOES, is proper in this judicial
26 district, pursuant to Code of Civil Procedure section 395. Defendants HANSEN &
27 ADKINS conduct business and commit Labor Code violations within San Bernardino
28 County, and each Defendant and/or DOE is within California for service of process

1 purposes. HANSEN & ADKINS are also California companies. The unlawful acts alleged
2 herein have a direct effect on Plaintiff and members of the proposed class within the State
3 of California and within San Bernardino County. Defendant HANSEN & ADKINS and/or
4 DOES employ numerous Class members who work in San Bernardino County, in
5 California.

6 II. PARTIES

7 A. Plaintiff.

8 14. At all relevant times, herein, Plaintiff SONNY WILLIAMS is and was a resident of
9 California. Plaintiff SONNY WILLIAMS was employed by Defendants HANSEN &
10 ADKINS and/or DOES within the last four (4) years as and signed a contract with
11 Defendants HANSEN & ADKINS and/or DOES and worked as a truck driver for
12 Defendants HANSEN & ADKINS and/or DOES in California in service of this contract.
13 Plaintiff sues on behalf of himself and all other drivers who contracted with Defendant in
14 California and performed work in California at any time within the four-year period of time
15 that precedes the filing of this complaint to the present and ongoing.

16 15. Plaintiff SONNY WILLIAMS performed work for Defendants HANSEN & ADKINS in
17 the state of California and within the county of San Bernardino during the period of the
18 relevant statute of limitations.

19 B. Defendants.

20 16. Defendants HANSEN & ADKINS and/or DOES are leading trucking companies
21 specializing in hauling vehicles throughout California. Headquartered and incorporated in
22 California, Defendants HANSEN & ADKINS and/or DOES, on information and belief,
23 own and operate terminals in the state of California and dispatches drivers like Plaintiff
24 and those similarly situated drivers to haul vehicles throughout the state of California,
25 including this venue.

26 17. Despite misclassifying drivers as independent contractors, Defendant's HANSEN &
27 ADKINS and/or DOES was the employer of Plaintiff and the classes he seeks to represent.
28 Plaintiff and those similarly situated drivers work under the control and direction of

1 Defendant's HANSEN & ADKINS and/or DOES in connection with the performance of
2 work, both under the contract for hire for the performance of work and fore the performance
3 of work in fact. Plaintiff and those similarly situated drivers do not perform work that is
4 outside Defendants' usual course of business, and Defendant's HANSEN & ADKINS
5 and/or DOES retains the right to control Plaintiff and the Class' work details. The work
6 performed by Plaintiff and those similarly situated constitute the integral, if not the
7 essential, part of Defendants' business of vehicle transportation. As such, Defendant's
8 HANSEN & ADKINS and/or DOES are the employer of Plaintiff and those similarly
9 situated proposed class members and owes the statutory protections the California Labor
10 Code affords employees, such as the right to compliant meal and rest periods, the payment
11 of wages for all hours worked, properly itemized wage statements, and the payment of all
12 wages owed at the time of termination, and reimbursement/illegal deductions of all
13 business related expenses.

14 18. Defendants HANSEN & ADKINS and/or DOES retain the right to control the manner and
15 means of accomplishing the desired result of hauling vehicles to Defendants customers.

16 19. Defendants HANSEN & ADKINS and/or DOES, not Plaintiff or the Driver Class
17 Members, sets the prices for its loads.

18 20. Defendants HANSEN & ADKINS and/or DOES, not Plaintiff or the Driver Class
19 Members, sets the duration of time the contract for hire is to be in effect.

20 21. Plaintiff and the Driver Class Members haul to Defendants HANSEN & ADKINS and/or
21 DOES customers.

22 22. Defendants' HANSEN & ADKINS and/or DOES principal place of business is in the State
23 of California.

24 23. The true names and capacities, whether individual, corporate, associate, or otherwise, of
25 Defendants DOES 1-100, inclusive, are presently unknown to Plaintiff, who therefore sues
26 these Defendants by such fictitious names under Cal. Civ. Proc. § 474. Plaintiff is informed
27 and believes, and based thereon alleges, that each of the Defendants designated herein as a
28 DOE is legally responsible in some manner for the unlawful acts referred to herein. Plaintiff

will seek leave of court to amend this Complaint to reflect the true names and capacities of the Defendants designated hereinafter as DOES when such identities become known.

24. Plaintiff is informed and believes, and based thereon alleges, that each Defendant and/or DOE acted in all respects pertinent to this action as the agent of the other Defendant and/or DOES, carried out a joint scheme, business plan or policy in all respects pertinent hereto, and the acts of each Defendant and/or DOES are legally attributable to the other Defendants and/or DOES.

III. CLASS ACTION ALLEGATIONS

25. Plaintiff brings this action on behalf of himself and all others similarly situated as a class action pursuant to Cal. Civ. Proc. § 382. Plaintiff seeks to represent a Class composed of and defined as follows:

All individuals who signed contracts with Hansen & Adkins¹ and worked as truck drivers for Hansen & Adkins in California in service of those contracts at any time during the Class Period (“Driver Class Members”).

Plaintiff also seeks to represent the following Subclasses composed of and defined as follows:

All Driver Class Members who worked one (1) or more shifts in excess of five (5) hours.

All Driver Class Members who worked one (1) or more shifts in excess of six (6) hours.

All Driver Class Members who worked one (1) or more shifts in excess of eight (8) hours.

¹ HANSEN & ADKINS AUTO TRANSPORT, INC., HANSEN & ADKINS, INC., and/or DOES, and/or their subsidiaries or affiliated companies and/or predecessors within the State of California (collectively “Hansen & Adkins”).

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All Driver Class Members who worked one (1) or more shifts in excess of ten (10) hours.

All Driver Class Members who worked one (1) or more shifts in excess of twelve (12) hours.

All Driver Class Members who worked one (1) or more shifts in excess of two (2) hours.

All Driver Class Members who worked one (1) or more shifts in excess of three (3) hour and one-half hours, but less than or equal to six (6) hours.

All Driver Class Members who worked one (1) or more shifts in excess of six (6) hours, but less than or equal to ten (10) hours.

All Driver Class Members who had to incur business expenses and were not reimbursed.

All Driver Class Members who did not receive wage statements from Defendants that specifically itemize in accordance with California Labor Code § 226.

All Driver Class Members who separated their employment with Defendants.

26. Plaintiff reserves the right under rule 1855, subdivision (b), California Rules of Court, to amend or modify the Class description with greater specificity or further division into

subclasses or limitation to particular issues.

27. This action has been brought and may properly be maintained as a class action under the provisions of section 382 of the California Code of Civil Procedure because there is a well-defined community of interest in the litigation and the proposed Class is easily ascertainable.

A. Numerosity.

28. The potential members of the Class and Subclasses as defined are so numerous that joinder of all the members of the Classes is impracticable. While the precise number of Class Members and Subclass Members have not been determined at this time, Plaintiff is informed and believes that Defendants HANSEN & ADKINS and/or DOES employed during the liability period over 100 (100) Class Member Drivers in California during the relevant period of the statute of limitations.

29. Upon information and belief, Plaintiff alleges Defendants HANSEN & ADKINS' and/or DOES records will provide information as to the number and location of all Class members. Joinder of all members of the proposed Class is not practicable.

B. Commonality.

30. There are questions of law and fact common to the Class that predominate over any questions affecting only individual Class members. These common questions of law and fact include, without limitation:

(1) Whether Defendants HANSEN & ADKINS violated the Labor Code and/or applicable IWC Wage Orders in failing to pay Driver Class Members all earned wages at the regular rate for all hours worked.

(2) Whether Defendants HANSEN & ADKINS violated Labor Code section 226.7, IWC Wage Order No. 9-2001 or other applicable IWC Wage Orders, and/or California Code of Regulations, Title 8, section 11090, by failing to authorize, permit, and/or provide rest periods to Driver Class Members for every four (4) hours or major fraction thereof worked and/or failing to pay said Driver Class Members one (1) hour of pay at their regular

1 rate of compensation for each work day that the rest period was not
2 authorized, permitted and/or provided.

3 (3) Whether Defendants HANSEN & ADKINS violated Labor
4 Code section 226.7, IWC Wage Order No. 9-2001 or other applicable IWC
5 Wage Orders, and/or California Labor Code section 512 and 226.7 by
6 failing to provide compliant meal periods.

7 (4) Whether Defendants HANSEN & ADKINS violated Labor
8 Code section 221 and 2802 by failing to reimburse Driver Class Members
9 for necessary business expenses they incurred.

10 (5) Whether Driver Class Members have been misclassified as
11 independent contractors.

12 (6) Whether Driver Class Members are employees of
13 Defendant.

14 (7) Whether Driver Class Members are entitled to the
15 protections of the various provisions of the California Labor Code as
16 detailed herein.

17 (8) Whether Driver Class Members' rights to the protections of
18 the various provisions of the California Labor Code as detailed herein have
19 been violated.

20 (9) Whether Defendants HANSEN & ADKINS knowingly and
21 intentionally failed to properly itemize Plaintiff and the Driver Class
22 Members' wage statements;

23 (10) Whether Defendants HANSEN & ADKINS knowingly and
24 intentionally failed to pay all wages owed to Plaintiff and the Driver Class
25 Members at the time of termination;

26 (11) Whether Defendants HANSEN & ADKINS violated
27 California's Unfair Competition Law for the Labor Code violations detailed
28 of and complained of herein;

31. The answer to each of these respective questions will generate a common answer capable of resolving classwide liability in one stroke.

32. Said common questions predominate over any individualized issues and/or questions affecting only individual members.

C. Typicality.

33. The claims of the named Plaintiff are typical of the claims of the proposed classes he seeks to represent. Plaintiff and all members of the proposed class sustained injuries and damages arising out of and caused by Defendants HANSEN & ADKINS' and/or DOES common course of conduct in violation of laws and regulations that have the force and effect of law and statutes as alleged.

34. Plaintiff SONNY WILLIAMS was subjected to the same uniform policies and/or practices complained of herein that affected all such Driver Class Members. Thus, as SONNY WILLIAMS were subjected to the same unlawful policies and practices as all Driver Class Members, his claims are typical of the class he seeks to represent.

D. Adequacy of Representation.

35. Plaintiff will fairly and adequately represent and protect the interests of the members of the Class.

36. Plaintiff is ready and willing to take the time necessary to help litigate this case.

37. Plaintiff has no conflicts that will disallow him to fairly and adequately represent and protect the interests of the members of the Class.

38. Counsel who represents Plaintiff is competent and experienced in litigating large employment class actions.

39. Specifically, David Mara, Esq. and Tony Roberts, Esq. are California lawyers in good standing.

40. Mr. Mara frequently authors amicus briefs in important appellate and California Supreme Court cases affecting workers in the State of California, which includes the following California Supreme Court cases: *Augustus v. ABM Security Servs.* (2016) 2 Cal.5th 257 and *Williams v. Superior Court* (decided July 13, 2017), *Brinker Restaurant Corp. v.*

1 *Superior Court* (2012) 53 Cal.4th 1004; and *Frlekin v. Apple*, Cal.Sup.Case No. S243805.

2 41. Mr. Mara has been appointed class counsel in numerous California wage and hour class
3 actions such as this.

4 42. Mara Law Firm, PC has the resources to take this case to trial and judgment, if necessary.

5 43. Mara Law Firm, PC has the experience, ability, and ways and means to vigorously
6 prosecute this case.

7 **E. Superiority of Class Action.**

8 44. A class action is superior to other available means for the fair and efficient adjudication of
9 this controversy. Individual joinder of all Class members is not practicable, and questions
10 of law and fact common to the Class predominate over any questions affecting only
11 individual members of the Class. Each member of the Class has been damaged and is
12 entitled to recovery by reason of Defendants HANSEN & ADKINS' illegal policies and/or
13 practices of failing to pay all straight time wages owed, failing to permit or authorize rest
14 periods, failing to provide meal periods, knowingly and intentionally failing to comply with
15 wage statement requirements, and failing to pay all wages due at termination, failing to
16 reimburse necessary business expenses, and violations of California's Unfair Competition
17 Law.

18 45. Class action treatment will allow those similarly situated persons to litigate their claims in
19 the manner that is most efficient and economical for the parties and the judicial system.
20 Plaintiff is unaware of any difficulties that are likely to be encountered in the management
21 of this action that would preclude its maintenance as a class action.

22 46. Because such common questions predominate over any individualized issues and/or
23 questions affecting only individual members, class resolution is superior to other methods
24 for fair and efficient adjudication.

25 **IV. CAUSES OF ACTION**

26 **FIRST CAUSE OF ACTION AGAINST DEFENDANTS HANSEN & ADKINS**

27 **AND/OR DOES: Failure to Pay All Straight Time Wages at the Statutory Minimum**

28 47. Plaintiff and Driver Class Members hereby incorporate by reference each and every other

1 paragraph in this Complaint herein as if fully plead.

2 48. Defendants HANSEN & ADKINS and/or DOES have had a continuous policy of not
3 paying Plaintiff Driver Class Members for all hours worked.

4 49. It is fundamental that an employer must pay its employees for all time worked. Cal. Lab.
5 Code §§ 218 and 218.5 provides a right of action for nonpayment of wages. Cal. Lab. Code
6 § 222 prohibits the withholding of part of a wage. Cal. Lab. Code § 223 prohibits the pay
7 of less than a statutory or contractual wage scale. Cal. Lab. Code § 1197 prohibits the
8 payment of less than the minimum wage. Cal. Lab. Code § 1194 states that an employee
9 receiving less than the legal minimum wage is entitled to recover in a civil action the unpaid
10 balance of the full amount of this minimum wage. Cal. Lab. Code § 224 only permits
11 deductions from wages when the employer is required or empowered to do so by state or
12 federal law or when the deduction is expressly authorized in writing by the employee for
13 specified purposes that do not have the effect of reducing the agreed upon wage.

14 50. Throughout the Class Period, Cal. Lab. Code §§1194, 1197, and Wage Order No. 9 were
15 in full force and effect and required that Plaintiff and Driver Class Members receive at least
16 the minimum wage for all hours worked.

17 51. Plaintiff and Driver Class Members were employed by Defendants HANSEN & ADKINS
18 and/or DOES at all relevant times. Defendants HANSEN & ADKINS and/or DOES were
19 required to compensate Plaintiff and Driver Class Members for all hours worked and were
20 prohibited from making deductions that had the effect of reducing the agreed upon wage.

21 52. Defendants HANSEN & ADKINS and/or DOES have a continuous and consistent policy
22 of not paying Plaintiffs and those similarly situated for all time worked.

23 53. Defendants HANSEN & ADKINS and/or DOES also compensate employees at a flat rate
24 of pay, which, like a salary, does not change based on the amount of hours required to
25 complete the day's work. Thus, like a salary in California for a non-exempt employee, the
26 flat rate cannot be construed to compensate Plaintiffs and the Driver Class Members for
27 any hours worked in excess of eight daily hours or forty hours in a week.

28 54. Despite the fact that Plaintiffs and the Driver Class Members are exempt from overtime

1 under both state and federal law, they are not exempt from being paid the state's minimum
2 hourly wage. Thus, as the flat rate does not compensate for anything, much less minimum
3 wage, for the hours worked in excess of eight daily and 40 weekly, Defendants HANSEN
4 & ADKINS and/or DOES do not pay minimum wage for all hours worked.

5 55. In addition, the flat daily rate fails to separately compensate for all tasks, such as loading,
6 unloading, fueling, waiting time, etc. In failing to separately compensate for all hours
7 worked at the statutory minimum wage, Defendants HANSEN & ADKINS and/or DOES
8 have violated California's minimum wage statute and is therefore liable.

9 56. Because Defendants HANSEN & ADKINS and/or DOES charge Plaintiff and the Driver
10 Class Members substantial business expenses to carry out their duties, Defendants'
11 HANSEN & ADKINS off-sets result in Plaintiff's and the Driver Class Members' hourly
12 wage being less than the statutory minimum wage.

13 57. As a direct result of Defendants HANSEN & ADKINS' and/or DOES' policy of illegal
14 wage theft, Plaintiff and those similarly situated have been damaged in an amount to be
15 proven at trial.

16 58. WHEREFORE, Plaintiff and the Class he seeks to represent request relief as described
17 below.

18 **SECOND CAUSE OF ACTION AGAINST HANSEN & ADKINS AND/OR DOES:**

19 **Failure to Provide Meal Periods, or Compensation in Lieu Thereof (Lab. Code §§**
20 **226.7, 512, IWC Wage Order No. 9-2001(11); Cal. Code Regs., tit. 8, § 11090)**

21 59. Plaintiff and those similarly situated Driver Class members hereby incorporate by reference
22 each and every other paragraph in this Complaint herein as if fully plead.

23 60. Under Cal. Lab. Code § 512 and IWC Wage Order No. 9, no employer shall employ any
24 person for a work period of more than five (5) hours without providing a meal period of
25 not less than thirty (30) minutes. During this meal period of not less than thirty (30)
26 minutes, the employee is to be completely free of the employer's control and must not
27 perform any work for the employer. If the employee does perform work for the employer
28 during the thirty (30) minute meal period, the employee has not been provided a meal

- 1 period in accordance with the law. Also, the employee is to be compensated for any work
2 performed during the thirty (30) minute meal period.
- 3 61. In addition, an employer may not employ an employee for a work period of more than ten
4 (10) hours per day without providing the employee with another meal period of at least
5 thirty (30) minutes.
- 6 62. Under California Labor Code section 226.7, if the employer does not provide an employee
7 a meal period in accordance with the above requirements, the employer shall pay the
8 employee one (1) hour of pay at the employee's regular rate of compensation for each
9 workday that the meal period is not provided.
- 10 63. Hiding behind its misclassification of Plaintiff and the Driver Class Members as
11 independent contractors, HANSEN & ADKINS and/or DOES do not provide thirty (30)
12 minute, uninterrupted meal periods to its Non-Exempt Employees who worked for work
13 periods of more than five (5) consecutive hours. As such, Plaintiff and the Driver Class
14 Members were required to work over five (5) consecutive hours at a time without being
15 provided a thirty (30) minute uninterrupted meal period within that time.
- 16 64. HANSEN & ADKINS and/or DOES failed to provide thirty (30) minute, uninterrupted
17 meal periods to its Non-Exempt Employees for every five (5) continuous hours worked.
- 18 65. In addition, due to its internal pay policies and procedures applicable to Plaintiff and the
19 Driver Class Members, HANSEN & ADKINS's and/or DOES' do not permit/provide
20 duty-free/control-free thirty-minute meal periods. Thus, Non-Exempt Employees are not
21 able to take meal periods.
- 22 66. By failing to provide compensation for such unprovided or improperly provided meal
23 periods, as alleged above, HANSEN & ADKINS and/or DOES willfully violated the
24 provisions of Cal. Lab. Code §§ 226.7, 512, and IWC Wage Order No. 9.
- 25 67. As a result of the unlawful acts of HANSEN & ADKINS and/or DOES, Plaintiffs and the
26 Class they seek to represent have been deprived of premium wages, in amounts to be
27 determined at trial, and are entitled to recovery of such amounts, plus interest and penalties
28 thereon, attorneys' fees and costs, pursuant to Cal. Lab. Code § 226.7, and IWC Wage

Order No. 9-2001. Plaintiff and the Class he seeks to represent did not willfully waive their right to take meal periods through mutual consent with HANSEN & ADKINS and/or DOES.

68. WHEREFORE, Plaintiff and the Class he seeks to represent request relief as described below.

THIRD CAUSE OF ACTION AGAINST HANSEN & ADKINS AND/OR DOES:

Failure to Authorize and Permit Rest Periods (Cal. Lab. Code § 226.7; IWC Wage Order No. 9-2001(12); Cal. Code Regs. Title 8 § 11090)

69. Plaintiff and those similarly situated Driver Class members hereby incorporate by reference each and every other paragraph in this Complaint herein, as if fully plead.

70. Under IWC Wage Order No. 9, every employer shall authorize and permit all employees to take rest periods, “[t]he authorized rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours worked or major fraction thereof.” IWC Wage Order 9-2001(12). The time spent on rest periods “shall be counted as hours worked for which there shall be no deduction from wages.” *Id.*

71. Under California Labor Code section 226.7, if the employer does not provide an employee a rest period in accordance with the above requirements, the employer shall pay the employee one (1) hour of pay at the employee’s regular rate of compensation for each workday that the rest break is not provided.

72. At all relevant times, Defendants HANSEN & ADKINS and/or DOES failed to authorize and/or permit rest period time based upon the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof.

73. Hiding behind its misclassification of Plaintiff and the Driver Class Members as independent contractors, Defendants HANSEN & ADKINS and/or DOES do not provide ten-minute rest periods to its Plaintiff and the Driver Class Members who worked four hours or a major fraction thereof during the workday.

74. In addition, due to its internal pay policies and procedures applicable to Plaintiff and the Driver Class Members, Defendants HANSEN & ADKINS and/or DOES do not permit

1 duty-free/control-free ten-minute rest periods. Thus, Plaintiff and the Driver Class
2 Members are unable to take rest breaks.

3 75. Failing to provide compensation for such unprovided or improperly provided rest breaks,
4 as alleged above, Defendants HANSEN & ADKINS and/or DOES willfully violated the
5 provisions of Cal. Lab. Code § 226.7 and IWC Wage Order No. 9.

6 76. As a result of the unlawful acts of Defendants HANSEN & ADKINS and/or DOES,
7 Plaintiff and the Class he seeks to represent have been deprived of premium wages, in
8 amounts to be determined at trial, and are entitled to recovery of such amounts, plus interest
9 and penalties thereon, attorneys' fees and costs, pursuant to Cal. Lab. Code § 226.7, and
10 IWC Wage Order No. 9-2001. Plaintiff and the Class he seeks to represent did not willfully
11 waive their right to take rest breaks through mutual consent with Defendants HANSEN &
12 ADKINS.

13 77. WHEREFORE, Plaintiff and the Class he seeks to represent request relief as described
14 below. As a result of the unlawful acts of Defendants HANSEN & ADKINS and/or DOES,
15 Plaintiff and the Class he seeks to represent have been deprived of premium wages, in
16 amounts to be determined at trial, and are entitled to recovery of such amounts, plus interest
17 and penalties thereon, attorneys' fees and costs, pursuant to Cal. Lab. Code § 226.7, and
18 IWC Wage Order No. 9-2001.

19 78. WHEREFORE, Plaintiff and the Class he seeks to represent request relief as described
20 below.

21 **FOURTH CAUSE OF ACTION AGAINST DEFENDANTS HANSEN & ADKINS**

22 **AND/OR DOES: Reimbursement of Business Expenses (Cal. Lab. Code § 2802)**

23 79. Plaintiff and those similarly situated Driver Class members hereby incorporate by reference
24 each and every other paragraph in this Complaint herein as if fully plead.

25 80. Cal. Lab. Code § 2802 provides: "An employer shall indemnify his or her employees for
26 all necessary expenditures or losses incurred by the employee in direct consequence of the
27 discharge of his or her duties, or of his or her obedience to the directions of the
28 employer...[which includes] all reasonable costs, including, but not limited to, attorneys'

1 fees incurred by the employee enforcing the rights granted by this section.”

2 81. As a direct consequence of discharging their duties for Defendants and/or obeying
3 Defendants’ directions, Plaintiff and the Driver Class Members have necessarily incurred
4 expenses for which they have not been indemnified by Defendants, including the purchase
5 and/or lease and depreciation of vehicles; fuel, maintenance, and other vehicle operating
6 costs; deferral of wages into damage escrow accounts; various forms of insurance; costs
7 associated with lost or damaged merchandise and other property damage; certain tools and
8 equipment Defendants have required Plaintiff and Driver Class Members to purchase or
9 rent from Defendants’ clients; other miscellaneous equipment including moving pads and
10 blankets, dollies, hand tools, installation supplies, GPS navigational equipment, and
11 cellular telephones; fees for payroll administration services; expenses associated with a
12 cash bond or fund Defendants require Plaintiff and Driver Class Members to maintain; and
13 attorneys’ fees incurred to enforce Plaintiff’s and the Driver Class Members’ rights under
14 California Labor Code § 2802.

15 82. Defendants HANSEN & ADKINS and/or DOES have failed to indemnify or in any manner
16 reimburse Plaintiff and Driver Class Members for these expenditures and losses.

17 83. By requiring Plaintiff and the Driver Class Members to pay expenses and cover losses that
18 they incurred in direct consequence of the discharge of their duties for Defendants
19 HANSEN & ADKINS in obedience of Defendants HANSEN & ADKINS’ and/or DOES’
20 direction, Defendants HANSEN & ADKINS and/or DOES have violated and continue to
21 violate Cal. Lab. Code § 2802.

22 84. As a direct and proximate result of Defendants HANSEN & ADKINS’ and/or DOES’
23 conduct, Plaintiff and the Driver Class Members have suffered substantial losses according
24 to proof, as well as pre-judgment interest, costs, and attorneys’ fees for the prosecution of
25 this action, which losses are compensable under Cal. Lab. Code §2802.

26 85. WHEREFORE, Plaintiff and the Class he seeks to represent requests relief as described
27 below.

28 ///

FIFTH CAUSE OF ACTION AGAINST HANSEN & ADKINS AND/OR DOES:

Knowing and Intentional Failure to Comply with Itemized Employee Wage Statement Provisions (Cal. Lab. Code §§ 226, 1174, 1175; IWC Wage Order No. 9; Cal. Code Regs., Title 8, § 11090)

86. Plaintiff and those similarly situated Driver Class Members hereby incorporate by reference each and every other paragraph in this Complaint herein as if fully plead.

87. Cal. Lab. Code § 226 subdivision (a) requires Defendant and/or DOES to, inter alia, itemize in wage statements and accurately report the total hours worked and total wages earned. Defendants HANSEN & ADKINS and/or DOES have knowingly and intentionally failed to comply with Cal. Lab. Code § 226, subdivision (a), on each and every wage statement provided to Plaintiffs SONNY WILLIAMS and members of the proposed Class.

88. Cal. Lab. Code § 1174 requires Defendants HANSEN & ADKINS and/or DOES to maintain and preserve, in a centralized location, records showing the daily hours worked by and the wages paid to its employees. Defendants HANSEN & ADKINS and/or DOES have knowingly and intentionally failed to comply with Cal. Lab. Code § 1174. The failure of Defendants HANSEN & ADKINS and/or DOES, and each of them, to comply with Cal. Lab. Code § 1174 is unlawful pursuant to Cal. Lab. Code § 1175.

89. Defendants HANSEN & ADKINS and/or DOES failed to maintain accurate time records - as required by IWC Wage Order No. 9-2001(7), and Cal. Code Regs., Title 8 section 11090 - showing, among other things, when the employee begins and ends each work period, the total daily hours worked in itemized wage statements, total wages, bonuses and/or incentives earned, and all deductions made.

90. Defendants HANSEN & ADKINS and/or DOES have knowingly and intentionally failed to provide Plaintiffs and the Class members with accurate itemized wage statements which show: “(1) gross wages earned, (2) total hours worked by the employee, . . . (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and only the last four

1 digits of his or her social security number or an employee identification number other than
2 a social security number, (8) the name and address of the legal entity that is the employer
3 and, if the employer is a farm labor contractor, as defined in subdivision (b) of Section
4 1682, the name and address of the legal entity that secured the services of the employer,
5 and (9) all applicable hourly rates in effect during the pay period and the corresponding
6 number of hours worked at each hourly rate by the employee[.]” Cal. Lab. Code § 226(a).

7 91. Plaintiff and other members of the proposed class and subclasses were damaged by these
8 failures because, among other things, they could not determine whether Defendants
9 HANSEN & ADKINS had paid them all wages due.

10 92. As a direct result of HANSEN & ADKINS and/or DOES unlawful acts, Plaintiff and the
11 Class he intends to represent have been damaged and are entitled to recovery of such
12 amounts, plus interest thereon, attorneys’ fees, and costs, pursuant to Cal. Lab. Code §
13 226.

14 93. WHEREFORE, Plaintiff and the Class he seeks to represent request relief as described
15 below.

16 **SIXTH CAUSE OF ACTION AGAINST DEFENDANTS HANSEN & ADKINS**
17 **AND/OR DOES: Failure to Pay All Wages Due at the Time of Termination from**
18 **Employment (Cal. Lab. Code §§ 201-203)**

19 94. Plaintiff and those similarly situated Class members hereby incorporate by reference each
20 and every other paragraph in this Complaint herein as if fully plead.

21 95. Plaintiffs SONNY WILLIAMS terminated their employment with HANSEN & ADKINS
22 and/or DOES.

23 96. Whether Plaintiffs SONNY WILLIAMS voluntarily or involuntarily terminated their
24 employment with HANSEN & ADKINS and/or DOES, Defendant and/or DOES did not
25 timely pay them straight time wages owed at the time of his termination.

26 97. Whether Plaintiffs SONNY WILLIAMS voluntarily or involuntarily terminated their
27 employment with HANSEN & ADKINS and/or DOES, Defendant and/or DOES did not
28 timely pay them all wages owed at the time of Plaintiff’s and the Driver Class’ termination.

- 1 98. Like Plaintiff, numerous members of the Class are no longer employed by HANSEN &
2 ADKINS and/or DOES. They were either fired or quit HANSEN & ADKINS's and/or
3 DOES' employ. HANSEN & ADKINS and/or DOES did not pay all timely wages owed
4 at the time of their termination. HANSEN & ADKINS and/or DOES did not pay all
5 premium wages owed at the time of their termination.
- 6 99. Cal. Lab. Code § 203 provides that, if an employer willfully fails to pay, without abatement
7 or reduction, in accordance with Cal. Lab. Code §§ 201, 201.5, 202 and 205.5, any wages
8 of an employee who is discharged or who quits, the wages of the employee shall continue
9 at the same rate, for up to thirty (30) days from the due date thereof, until paid or until an
10 action therefore is commenced.
- 11 100. HANSEN & ADKINS and/or DOES failed to pay Plaintiff SONNY WILLIAMS a sum
12 certain at the time of their termination or within seventy-two (72) hours of his resignation,
13 and have failed to pay those sums for thirty (30) days thereafter. Pursuant to the provisions
14 of Cal. Lab. Code § 203, Plaintiffs SONNY WILLIAMS are entitled to a penalty in the
15 amount of their daily wage, multiplied by thirty (30) days.
- 16 101. When Plaintiff and those members of the Class who are former employees of HANSEN &
17 ADKINS and/or DOES separated from Defendant's and/or DOES' employ, Defendant
18 and/or DOES willfully failed to pay all straight time wages owed at the time of termination.
- 19 102. HANSEN & ADKINS and/or DOES failure to pay said wages to Plaintiff SONNY
20 WILLIAMS and members of the Class he seeks to represent, was willful in that HANSEN
21 & ADKINS and/or DOES and each of them knew the wages to be due, but failed to pay
22 them.
- 23 103. As a consequence of HANSEN & ADKINS's and/or DOES' willful conduct in not paying
24 wages owed at the time of separation from employment, Plaintiff SONNY WILLIAMS
25 and members of the proposed Class are entitled to thirty (30) days' worth of wages as a
26 penalty under Cal. Lab. Code § 203, together with interest thereon and attorneys' fees and
27 costs.
- 28 104. WHEREFORE, Plaintiff and the Class he seeks to represent request relief as described

below.

SEVENTH CAUSE OF ACTION AGAINST DEFENDANTS HANSEN & ADKINS
AND/OR DOES: Violation of Unfair Competition Law (California Bus. & Prof. Code,
§ 17200, et seq.)

105. Plaintiffs and those similarly situated Driver Class members hereby incorporate by reference each and every other paragraph in this Complaint herein as if fully plead.

106. Defendants HANSEN & ADKINS and/or DOES failure to pay all straight time wages earned for all hours worked, failure to provide compliant meal and/or rest breaks and/or compensation in lieu thereof, failure to provide reimbursement for necessary business expenses, failure to properly itemize wage statements, and the failure to pay all wages timely at time of termination is prohibited by California Business and Professions Code section 17200, et seq.

107. The actions of HANSEN & ADKINS and/or DOES in failing to pay Plaintiffs and members of the proposed Class in a lawful manner, as alleged herein, constitutes false, unfair, fraudulent and deceptive business practices, within the meaning of California Business and Professions Code section 17200, et seq.

108. Plaintiff and the Class are entitled to an injunction and other equitable relief against such unlawful practices in order to prevent future damage, for which there is no adequate remedy at law, and to avoid a multiplicity of lawsuits. Plaintiff brings this cause individually and as members of the general public actually harmed and as a representative of all others subject to Defendants HANSEN & ADKINS' and/or DOES unlawful acts and practices.

109. As a result of their unlawful acts, Defendants HANSEN & ADKINS and/or DOES have reaped and continue to reap unfair benefits at the expense of Plaintiff and the proposed Class he seeks to represent. Defendants HANSEN & ADKINS and/or DOES should be enjoined from this activity and made to disgorge these ill-gotten gains and restore Plaintiff and the members of the proposed Class pursuant to Business and Professions Code section 17203. Plaintiff is informed and believes, and thereon alleges, that Defendants HANSEN & ADKINS and/or DOES are unjustly enriched through their policy of not paying all

1 wages owed to Plaintiff and members of the proposed Class.

2 110. Plaintiff is informed and believes, and thereon alleges, that Plaintiff and members of the

3 proposed class are prejudiced Defendants HANSEN & ADKINS' and/or DOES' unfair

4 trade practices.

5 111. As a direct and proximate result of each Defendant's unfair business, Plaintiff, individually

6 and on behalf of all employees similarly situated, are entitled to equitable and injunctive

7 relief, including full restitution and/or disgorgement of all wages and premium pay which

8 have been unlawfully withheld from Plaintiff and members of the proposed Class as a result

9 of the business acts and practices described herein and enjoining Defendants HANSEN &

10 ADKINS and/or DOES from engaging in the practices described herein.

11 112. The illegal conduct alleged herein is continuing, and there is no indication that Defendants

12 HANSEN & ADKINS and/or DOES will cease and desist from such activity in the future.

13 Plaintiff alleges that if Defendants HANSEN & ADKINS and/or DOES are not enjoined

14 from the conduct set forth in this Complaint, they will continue the unlawful activity

15 discussed herein.

16 113. Plaintiff further request that the Court issue a preliminary and permanent injunction

17 prohibiting Defendants HANSEN & ADKINS from continuing to misclassify Plaintiff and

18 the proposed class and subclasses in order to deplete them of the protections of the Labor

19 Code and Wage Order.

20 114. WHEREFORE, Plaintiff and the Class he seeks to represent request relief as described

21 below.

22 **EIGHTH CAUSE OF ACTION AGAINST HANSEN & ADKINS AND/OR DOES:**

23 **Violations of the Private Attorneys General Act of 2004 ("PAGA") (Labor Code**

24 **§2698 et seq.)**

25 115. Plaintiffs and those similarly situated Class members hereby incorporate by reference each

26 and every other paragraph in this Complaint herein as if fully plead.

27 116. Plaintiff SONNY WILLIAMS, by virtue of his employment with HANSEN & ADKINS

28 and/or DOES, and HANSEN & ADKINS' and/or DOES's failure to provide meal and rest

1 periods, compensation for all hours worked, payment of all wages due at termination,
2 necessary business expense reimbursements, and itemized wage statements are aggrieved
3 employees with standing to bring an action under the Private Attorney General Act
4 (“PAGA”). Plaintiff SONNY WILLIAMS, as representative of the people of the State of
5 California, will seek any and all penalties otherwise capable of being collected by the Labor
6 Commission and/or the Department of Labor Standards Enforcement (DLSE). This
7 includes each of the following, as set forth in Labor Code Section 2699.5, which provides
8 that Section 2699.3(a) applies to any alleged violation of the following provisions: Sections
9 201 through 203, 204, 221, 222, 223, 226, 226.7, 510, 512, 558, 1174, 1194, 1197, 1197.1,
10 1199, and 2802.

11 117. Plaintiff SONNY WILLIAMS is informed and believes that HANSEN & ADKINS and/or
12 DOES has violated and continues to violate provisions of the California Labor Code and
13 applicable Wage Orders related to meal and rest periods, wages for all work performed, all
14 wages due at termination, wage statements, waiting time penalties, and reimbursement for
15 expenses incurred during employment.

16 118. Plaintiff SONNY WILLIAMS, as personal representative of the general public, will and
17 does seek to recover any and all penalties for each and every violation shown to exist or to
18 have occurred during the one-year period of filing this action, in an amount according to
19 proof, as to those penalties that are otherwise only available to public agency enforcement
20 actions. Funds recovered will be distributed in accordance with PAGA, with at least 75%
21 of the penalties recovered being reimbursed to the State of California and the Labor and
22 Workforce Development Agency (LWDA).

23 119. Plaintiff SONNY WILLIAMS has perfected all pre-filing requirements of giving requisite
24 notice to the LWDA of the alleged PAGA violations. The LWDA did not respond within
25 the requisite period of time outlined in Labor Code sections 2699, et seq. Thus, Plaintiff’s
26 filing of the instant complaint is timely.

27 120. Plaintiff SONNY WILLIAMS has standing to sue under the PAGA, as he was employed
28 with Defendant within one year before the filing of the complaint and PAGA notification

1 letter to the LWDA.

2 **V. PRAYER FOR RELIEF**

3 WHEREFORE, Plaintiff prays for judgment as follows:

4 A. That the Court determine that this action may be maintained as a class action;

5 B. For compensatory damages, in an amount according to proof at trial, with interest
6 thereon;

7 C. For economic and/or special damages in an amount according to proof with interest
8 thereon;

9 D. For unpaid straight time wages, in an amount according to proof at trial, with interest
10 thereon;

11 E. For compensation for all time worked;

12 F. For compensation for not being provided paid rest breaks;

13 G. For compensation for not being provided paid meal periods;

14 H. For damages and/or monies owed for failure to comply with itemized employee wage
15 statement provisions;

16 I. For all waiting time penalties owed;

17 J. For business expense reimbursements incurred;

18 K. That Defendant be found to have engaged in unfair competition in violation of sections
19 17200 et seq. of the California Business and Professions Code;

20 L. That Defendant be ordered and enjoined to make restitution to the Class due to their
21 unfair competition, including disgorgement of their wrongfully withheld wages
22 pursuant to California Business and Professions Code sections 17203 and 17204;

23 M. That an order of specific performance of all penalties owed be issued under Business
24 and Professions Code sections 17202;

25 N. For liquidated damages under the Labor Code.

26 O. That Defendant be enjoined from continuing the illegal course of conduct, alleged
27 herein;

28 P. That Defendant further be enjoined to cease and desist from unfair competition in

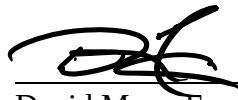
1 violation of section 17200 et seq. of the California Business and Professions Code;
2 Q. That Defendant be enjoined from further acts of restraint of trade or unfair competition;
3 R. For civil penalties for each violation of the PAGA alleged herein;
4 S. For attorneys' fees;
5 T. For interest accrued to date;
6 U. For liquidated damages permitted under the Labor Code;
7 V. For costs of suit and expenses incurred herein; and
8 W. For any such other and further relief as the Court deems just and proper.

9 **DEMAND FOR JURY TRIAL**

10 Plaintiff demands a jury trial.
11

12 Dated: September 25, 2020

MARA LAW FIRM, PC

13
14 

15 David Mara, Esq.

16 Tony Roberts, Esq.

17 Representing Plaintiff SONNY WILLIAMS on
18 behalf of himself, all others similarly situated, and on
19 behalf of the general public.
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