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Attorney for Plaintiffs individually and on behalf of all other similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

CESAR JUAREZ, an individual; J.
MARGARITO ROSALES, an individual;
MARIO JUAREZ, an individual; SEBASTIAN
CEVEDA, an individual; ALEJANDRO
OCAMPO, an individual; BERNARDINO
CASTILLO, an individual;

Plaintiff,

vs.

WARREN DISTRIBUTING, INC., a California
Corporation; SCL TRANS LOGISTICS LLC, a
California Limited Liability Company; STREET
CITY LOGISTICS, INC., a California
Corporation; DOES 1 THROUGH 20, inclusive;

Defendants.

Case No. **20STCV35359**

PLAINTIFFS' COMPLAINT FOR:

- 1. FAILURE TO PAY MINIMUM WAGES**
- 2. FAILURE TO PAY OVERTIME
COMPENSATION**
- 3. FAILURE TO PROVIDE REQUIRED
MEAL PERIODS**
- 4. FAILURE TO PROVIDE REQUIRED REST
PERIODS**
- 5. FAILURE TO FURNISH ACCURATE
ITEMIZED WAGE STATEMENTS**
- 6. FAILURE TO PAY ALL COMPENSATION
DUE UPON TERMINATION**
- 7. FAILURE TO REIMBURSE BUSINESS
EXPENSES**
- 8. PRIVATE ATTORNEYS GENERAL ACT
CLAIM**

1 Plaintiffs (“Plaintiffs”), individually and on behalf of other similarly situated individuals, brings this
2 civil action against Defendants Warren Distributing, Inc., SCL Trans Logistics LLC, Street City Logistics,
3 Inc., and Defendants DOES 1 through 20 inclusive (collectively “Defendants”) and alleges as follows:

4 **GENERAL ALLEGATIONS**

5 1. This civil action is brought by Plaintiffs, individually and on behalf of other similarly situated
6 individuals, to seek compensation for harm caused by Defendants through their illegal employment practices
7 in violation of various Labor Code sections and Wage Orders, and to recover civil penalties against
8 Defendants under the Private Attorneys General Act of 2004. Plaintiffs have suffered lost wages and
9 employment benefits, violation of their employment rights, and other damages due to Defendants’ misconduct.

10 **PARTIES**

11 2. Plaintiff Cesar Juarez is an individual who resided in the State of California, County of Los Angeles at
12 all times relevant to this action.

13 3. Plaintiff J. Margarito Rosales is an individual who resided in the State of California, County of Los
14 Angeles at all times relevant to this action.

15 4. Plaintiff Mario Juarez is an individual who resided in the State of California, County of Los Angeles at
16 all times relevant to this action.

17 5. Plaintiff Sebastian Ceveda is an individual who resided in the State of California, County of Los
18 Angeles at all times relevant to this action.

19 6. Plaintiff Alejandro Ocampo is an individual who resided in the State of California, County of Los
20 Angeles at all times relevant to this action

21 7. Plaintiff Bernardino Castillo is an individual who resided in the State of California, County of Los
22 Angeles at all times relevant to this action

23 8. Defendant Warren Distributing, Inc. is a corporation organized and formed in the State of California.
24 Upon information and belief, Defendant Warren Distributing, Inc.’s principal place of business was in the
25 State of California, County of Los Angeles at all times relevant to this action.
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1 9. Defendant SCL Trans Logistics, LLC is a limited liability company organized and formed in the State
2 of California. Upon information and belief, Defendant SCL Trans Logistics, LLC's principal place of
3 business was in the State of California, County of Los Angeles at all times relevant to this action.

4 10. Defendant Street City Logistics, Inc. is a corporation organized and formed in the State of California.
5 Upon information and belief, Street City Logistic, Inc.'s principal place of business was in the State of
6 California, County of Los Angeles at all times relevant to this action.

7 11. Plaintiffs are unaware of the true names and capacities of the Defendant parties sued as DOES 1
8 through 20, and therefore sues these Defendants DOES 1 through 20 by fictitious names. Upon information
9 and belief, Defendants DOES 1 through 20 are each responsible in some way for the acts alleged in the
10 Complaint. Plaintiffs are informed and believes that at all material times herein, each of the Defendants
11 was the agent, employee, and/or working in concert with the co-defendants and was acting within the
12 course and scope of such agency, employment and/or concerted activity. All actions of each Defendants
13 herein alleged were ratified and approved by the other individual Defendants and by the officers and
14 managing agents of each other corporate Defendants. To the extent that certain acts and omissions were
15 perpetrated by certain Defendants, the remaining Defendants confirmed and ratified said acts and omission.
16 Plaintiffs are informed and believes and on that basis allege that at all material times herein each of the
17 Defendants was completely dominated and controlled by its co-defendant and each was the alter-ego of the
18 other.

19 12. Plaintiffs will seek leave to amend the Complaint to add such names and capacities when they have
20 been ascertained. Plaintiffs are informed and believe, and on that basis alleges, that Defendants DOES 1
21 through 20 have knowledge or notice of the conduct, transactions or occurrences that form the basis of
22 Plaintiffs' allegations herein.

23 13. By this Complaint, Plaintiffs bring this case as a representative action seeking civil penalties for the
24 State of California in a representative capacity, as provided by the Private Attorneys General Act of 2004
25 to the extent permitted by law, as aggrieved employees.

26 **JURISDICTION AND VENUE**
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1 14. Jurisdiction is conferred on this Court over Defendants named in this Complaint given that said
2 Defendants are residents of the State of California or conduct business in the State of California.
3 Jurisdiction is conferred on this Court as to all causes of action as they arise under state statutory law or
4 common law.

5 15. This Court is the proper venue for this action for the following reasons:

- 6 a. Plaintiffs reside in the County of Los Angeles;
- 7 b. Defendants reside in the County of Los Angeles or conduct business in the County of Los
8 Angeles;
- 9 c. A substantial part, if not all, of the events or omissions giving rise to Plaintiffs' causes of action
10 alleged in this Complaint occurred in the County of Los Angeles.

11 16. Plaintiffs have fully complied with all prerequisites to jurisdiction in this Court, including exhaustion
12 of administrative remedies. Specifically, Plaintiffs have exhausted the administrative requirements for
13 bringing a Private Attorney General Act Claim for certain Labor Code violations. Plaintiffs gave the
14 requisite notice to Defendants and the Labor Workforce Development Agency.

15 **FIRST CAUSE OF ACTION**

16 (Failure to Pay Minimum Wages Against Defendants)

17 17. Plaintiffs re-allege and hereby incorporate the above paragraphs as though fully set forth herein

18 18. Pursuant to the applicable Industrial Welfare Commission Orders, the California Code of Regulations,
19 local ordinances, and the California Labor Code, at all times relevant hereto, Defendants were required to
20 compensate Plaintiffs at the applicable minimum wage.

21 19. Plaintiffs were a non-exempt employee entitled to the protections of applicable Industrial Welfare
22 Commission Orders, California Code of Regulations, and the California Labor Code. During the course of
23 Plaintiffs' employment, Defendants failed to compensate Plaintiffs at the minimum wage for all hours
24 worked as required under the aforementioned labor laws.

25 20. As a proximate result of the aforementioned violations, Plaintiffs have been damaged in an amount
26 according to proof at time of trial.

1 21. Upon information and belief, Defendants have a pattern and practice of failing to provide its past and
2 current employees with at least the minimum wages earned.

3 22. Defendants' conduct described herein violates Labor Code. Therefore, Plaintiffs are entitled to
4 recover the all damages and civil penalties that Defendants owe Plaintiffs, plus liquidated damages,
5 interest, statutory penalties, attorneys' fees, expenses, and costs of suit.

6 **SECOND CAUSE OF ACTION**

7 (Failure to Pay Minimum Wages Against Defendants)

8 23. Plaintiffs re-allege and hereby incorporate the above paragraphs as though fully set forth herein.

9 24. Pursuant to the applicable Industrial Welfare Commission Orders, the California Code of
10 Regulations, and the California Labor Code, at all times relevant hereto, Defendants were required to
11 compensate Plaintiffs for all overtime, which is calculated at 1.5 times the regular rate of pay for hours
12 worked in excess of 8 hours per day or 40 hours per week, and for the first 8 hours on the seventh
13 consecutive work day; with double time after 8 hours on the seventh day of any work week, or after 12
14 hours in any workday.

15 25. Plaintiffs were a non-exempt employee entitled to the protections of applicable Industrial Welfare
16 Commission Orders, California Code of Regulations, and the California Labor Code. During the course of
17 Plaintiffs' employment, Defendants failed to compensate Plaintiffs for overtime hours worked as required
18 under the aforementioned labor laws.

19 26. Under the aforementioned wage order, statutes, and regulations, Plaintiffs are entitled to 1.5 times
20 and or double their regular rate of pay for overtime work performed during their time of employment with
21 Defendants.

22 27. In violation of state law, Defendants have knowingly and willfully refused to perform their
23 obligations to compensate Plaintiffs for all wages earned and all hours worked. As a direct result, Plaintiffs
24 have suffered, and continue to suffer, substantial losses related to the use and enjoyment of such wages,
25 lost interest on such wages, and expenses and attorneys' fees in seeking to compel Defendants to fully
26 perform their obligation under state law, all to the Plaintiffs' damage in amounts according to proof at time
27 of trial. Defendants committed the acts alleged herein knowingly and willfully, with the wrongful and
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1 deliberate intention of injuring Plaintiff, from improper motives amounting to malice, and in conscious
2 disregard of Plaintiffs' rights. Plaintiffs are thus entitled to recover actual, compensatory, punitive, and
3 exemplary damages in amounts according to proof at time of trial.

4 28. As a proximate result of the aforementioned violations, Plaintiffs have been damaged in an amount
5 according to proof at time of trial.

6 29. Upon information and belief, Defendants have a pattern and practice of failing to provide its past and
7 current employees with all overtime wages earned.

8 30. Defendants' conduct described herein violates Labor Code. Therefore, Plaintiffs are entitled to
9 recover the all damages and civil penalties that Defendants owe Plaintiffs, plus interest, statutory penalties,
10 attorneys' fees, expenses, and costs of suit.

11 **THIRD CAUSE OF ACTION**

12 (Failure to Provide Required Meal Periods Against Defendants)

13 31. Plaintiffs re-allege and hereby incorporate the above paragraphs as though fully set forth herein.

14 32. Defendants violated Labor Code section 226.7, by failing to allow their non-exempt employee
15 Plaintiffs to take full, uninterrupted meal periods in which they were relieved of all duties and were able to
16 leave the premises on multiple occasions.

17 33. Defendants also violated Labor Code section 226.7 by failing pay Plaintiffs an additional one hour
18 of compensation at Plaintiffs' regular rate of pay for each workday that Defendants failed to provide the
19 employee with the required meal period. This compensation, in a sum to be proven at trial, is owed and
20 unpaid.

21 34. Upon information and belief, Defendants have a pattern and practice of failing to provide its past and
22 current employees with required meal breaks, premium wages, or compensation for working during said meal
23 breaks.

24 35. Defendants' conduct described herein violates the applicable Wage Orders and Labor Code.
25 Therefore, Plaintiffs are entitled to recover the all damages and civil penalties that Defendants owe
26 Plaintiffs, plus interest, statutory penalties, attorneys' fees, expenses, and costs of suit.

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2 **FOURTH CAUSE OF ACTION**

3 (Failure to Provide Required Rest Periods Against Defendants)

4 36. Plaintiffs re-allege and hereby incorporates the above paragraphs as though fully set forth herein.

5 37. Defendants violated applicable Wage Orders and Labor Code section 226.7, by failing to allow their
6 non-exempt employee Plaintiffs to take their rest periods at the rate of 10 minutes net rest time per 4 hours
7 worked during her employment with Defendants.

8 38. Defendants also violated applicable Wage Orders and Labor Code section 226.7 by failing pay
9 Plaintiffs an additional one hour of compensation at Plaintiffs' regular rate of pay for each workday that
10 Defendants failed to provide the employee with the required rest period. This compensation, in a sum to be
11 proven at trial, is owed and unpaid.

12 39. Upon information and belief, Defendants have a pattern and practice of failing to provide its past and
13 current employees with required rest periods and premium wages.

14 40. Defendants' conduct described herein violates the applicable Wage Orders and Labor Code.
15 Therefore, Plaintiffs are entitled to recover the all damages and civil penalties that Defendants owe
16 Plaintiff, plus interest, statutory penalties, attorneys' fees, expenses, and costs of suit.

17 **FIFTH CAUSE OF ACTION**

18 (Failure to Furnish Accurate Itemized Wage Statements Against Defendants)

19 41. Plaintiffs re-allege and hereby incorporate the above paragraphs as though fully set forth herein.

20 42. In violation of Labor Code section 226, Defendants failed to provide Plaintiffs with accurate itemized
21 wage statements in writing accurately showing their: (1) gross wages earned, (2) total hours worked by the
22 employee, (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid
23 on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the
24 employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the
25 period for which the employee is paid, (7) the name of the employee and only the last four digits of his or
26 her social security number or an employee identification number other than a social security number, (8)
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1 the name and address of the legal entity that is the employer, and (9) all applicable hourly rates in effect
2 during the pay period and the corresponding number of hours worked at each hourly rate by the employee.

3 43. Upon information and belief, Defendants had a pattern and practice of failing to provide its past and
4 current employees with accurate wage statements that reflect either the total number of hours they work and
5 the correct legal address of Defendants.

6 44. As a result of Defendants' failure to provide accurate itemized wage statements to their employees,
7 Plaintiffs have suffered actual damages and harm.

8 45. Defendants knowingly and intentionally failed to comply with Labor Code section 226(a) on each and
9 every wage statement provided to Plaintiffs and Defendants' other employees on pay periods when they have
10 performed overtime work.

11 46. Plaintiffs are entitled to recover the greater of either all actual damages or statutory damages of \$50 for
12 the initial pay period in which a violation occurred and \$100 per employee for each violation in a subsequent
13 pay period, not exceeding an aggregate penalty of \$4,000.

14 47. Plaintiffs are entitled to an award of costs and attorney's fees under Labor Code section 226(h).

15 **SIXTH CAUSE OF ACTION**

16 (Failure to Pay All Compensation Due Upon Termination Against Defendants)

17 48. Plaintiffs re-allege and hereby incorporate the above paragraphs as though fully set forth herein.

18 49. Defendants willfully failed to pay Plaintiffs all of their respective wages owed at the time of their
19 respective dates of separation from employment in violation of Labor Code sections 201, 202, and 203.

20 50. Upon information and belief, Defendants have a pattern and practice of failing to timely pay all wages
21 owed to its past and current employees upon their termination or resignation.

22 51. Defendants are liable to Plaintiffs for the full amount of their wages earned that have yet to be paid,
23 plus waiting time penalties and interest, as provided under Labor Code section 203.

24 **SEVENTH CAUSE OF ACTION**

25 (Failure to Reimburse Business Expenses Against Defendants)

26 52. Plaintiffs re-allege and hereby incorporate the above paragraphs as though fully set forth herein.

1 53. In violation of Labor Code section 2802, Defendants willfully failed to reimburse Plaintiffs for
2 business expenses incurred by them in direct consequence of the discharge of their duties, or of their obedience
3 to the directions of their employers.

4 54. Upon information and belief, Defendants have a pattern and practice of failing to reimburse all
5 business expenses incurred by its past and current employees.

6 55. Defendants are liable to Plaintiffs for the full amount of the expenses they incurred as provided under
7 Labor Code section 2802.

8 **EIGHTH CAUSE OF ACTION**

9 (Private Attorney General Act Claim Against Defendants)

10 56. Plaintiffs re-allege and hereby incorporate the above paragraphs as though fully set forth herein.

11 57. Plaintiffs and the other employees of Defendants are “aggrieved employees” under the Private
12 Attorney General Act (“PAGA”), as they have been employed by Defendants during the applicable
13 statutory period and suffered one or more of the Labor Code violations herein. As such, Plaintiffs seek to
14 recover the civil penalties against Defendants in this case as provided by PAGA, plus reasonable attorney's
15 fees and costs on behalf of themselves and all other current and former aggrieved employees of
16 Defendants.

17 58. Plaintiffs seek to recover the civil penalties through a representative action permitted by PAGA and
18 California case law, e.g., in *Arias v. Superior Court* (2009) 46 Cal.4th 969. Defendants have violated
19 Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512, 1194, 1197, 1198, and 2802.

20 59. Under Labor Code sections 201, 202, and 203, Defendants are liable to Plaintiffs and all other
21 aggrieved employees for failing to timely provide all wages owed to them upon discharged or quitting
22 employment with Defendants.

23 60. Under Labor Code section 204, Defendants are liable to Plaintiffs and all other aggrieved
24 employees for failing to timely provide all wages owed to them at least twice during each calendar month.

25 61. Under Labor Code section 226(a), Defendants are liable to Plaintiffs and all other aggrieved
26 employees for knowingly and intentionally failing to provide complete and accurate wage statements to
27 them.

1 62. Under Labor Code sections 226.7 and 512, Defendants are liable for failing to provide Plaintiffs
2 and the other aggrieved employees all of their meal periods and rest periods as required by law and failing
3 to pay premium wages owed to them.

4 63. Under Labor Code sections 510 and 1194, Defendants are liable for failing to pay Plaintiffs and the
5 other aggrieved employees all overtime wages required by law.

6 64. Under Labor Code section 1197, Defendants are liable for failing to pay Plaintiffs and the other
7 aggrieved employees the minimum wage required by law.

8 65. Under Labor Code section 1198, Defendants are liable for employing Plaintiffs and the other
9 aggrieved employees for longer hours than those fixed by the applicable Wage Order and under conditions
10 of labor prohibited by the applicable Wage Order.

11 66. Under Labor Code section 2802, Defendants are liable to Plaintiffs and all other aggrieved
12 employees for failing to reimburse them for all necessary expenditures or losses incurred by them in direct
13 consequence of the discharge of their duties, or of their obedience to the directions of Defendants.

14 67. Labor Code section 226 imposes a civil penalty of \$50 for the first violation per aggrieved
15 employee and \$100 for each subsequent violation, up to the maximum aggregate amount of \$4,000.

16 68. Labor Code section 2699(f)(2) imposes a civil penalty of \$100 per pay period, per aggrieved
17 employee for the initial violation of Labor Code sections 201, 202, 203, 204, 226.7, 510, 512, 1174, 1194,
18 1197, 1198, and 2802, and \$200 for each aggrieved employee per pay period for each subsequent violation.

19 69. Plaintiffs have fully complied with the procedural requirements specified in Labor Code section
20 2699.3 as to each of the alleged violations. Accordingly, Plaintiffs may commence this action pursuant to
21 Labor Code section 2699.

22 70. Due to the violations described above, Defendants are liable for civil penalties, as well as Plaintiffs'
23 attorney's fees and costs of suit pursuant to Labor Code sections 2698, *et seq.*

24 **DEMAND FOR JURY TRIAL**

25 Plaintiffs hereby demand a jury trial for this action.

26 **PRAYER**

27 WHEREFORE, Plaintiffs pray for judgment against Defendants as follows:
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- 1 A. For compensatory damages in an amount of at least \$500,000, in a total amount according to
2 proof;
3 B. For civil penalties in a an amount of at least \$500,000, in a total amount according to proof;
4 C. For statutory attorneys' fees and costs;
5 D. For prejudgment and post-judgment interest according to any applicable provision of law,
6 according to proof;
7 E. For costs of suit;
8 F. For equitable relief;
9 G. For such other and further relief as the court deems proper.
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11 DATED: September 15, 2020

Respectfully submitted,

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13 By: 
14 Maximilian Lee, Esq.
15 Attorneys for Plaintiffs, individually and on behalf of
16 all other similarly situated
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