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

**MAY 24 2021**

BY   
DEILONZO BOARD, DEPUTY

11  
12 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
13 **FOR THE COUNTY OF SAN BERNARDINO COUNTY**

14  
15 MICHAEL DAVID MADRID, individually  
16 and on behalf of all others similarly situated

17 Plaintiff,

18 vs.

19 SAIA MOTOR FREIGHT LINE, LLC; and  
20 DOES 1 through 20, inclusive,

21 Defendants.

Case No.

**CIV SB 2114565**

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

1 Plaintiff Michael David Madrid, individually and on behalf of other aggrieved  
2 employees, allege as follows:

3 **NATURE OF ACTION AND INTRODUCTORY STATEMENT**

4 1. Plaintiff Michael David Madrid (“Plaintiff”) brings this representative action  
5 against defendants Saia Motor Freight Line, LLC and DOES 1 through 20, inclusive  
6 (collectively, “Defendants”), on behalf of himself individually and all other aggrieved  
7 employees employed by Defendants throughout California.

8 2. Defendants are in the business of providing freight shipping and logistics  
9 services.

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

13 4. Plaintiff is informed and believes, and thereon alleges, that Defendants have  
14 increased their profits by violating state wage and hour laws by, among other things:

- 15 (a) Failing to pay overtime wages at the proper rates;  
16 (b) Failing to provide meal periods or compensation in lieu thereof;  
17 (c) Failing to authorize or permit rest breaks or provide compensation in lieu thereof;  
18 (d) Failing to provide accurate itemized wage statements; and  
19 (e) Failing to pay all wages due upon separation of employment.

20 5. Plaintiff is informed and believes, and thereon alleges, that Defendants violated  
21 Labor Code §§ 201-203, 204, 210, 226, 226.3, 226.7, 510, 512, 558, 1174, 1174.5, 1194, and  
22 1198, and all applicable Wage Orders and applicable law.

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

27 **JURISDICTION AND VENUE**

28 7. This is a representative action brought under the Private Attorneys General Act

1 of 2004, Cal. Lab. Code §§ 2698, et seq. (“PAGA”). The monetary damages and restitution  
2 sought by Plaintiff exceeds the minimal jurisdictional limits of the Superior Court and will be  
3 established according to proof at trial.

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

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

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

#### 16 **THE PARTIES**

17 11. Plaintiff is a citizen of California. Plaintiff was employed by Defendants during  
18 the relevant time periods as alleged herein.

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

23 13. The true names and capacities, whether individual, corporate, associate, or  
24 otherwise, of the Defendants sued herein as Does 1 to 20, inclusive, are currently unknown to  
25 Plaintiff, who therefore sues said Defendants by such fictitious names under California Code of  
26 Civil Procedure § 474. Plaintiff is informed and believes, and based thereon alleges, that each  
27 of the Defendants designated herein as a Doe is legally responsible in some manner for the  
28 unlawful acts referred to herein. Plaintiff will seek leave of court to amend this Representative

1 Action Complaint to reflect the true names and capacities of the Defendants designated  
2 hereinafter as DOES when such identities become known.

3 14. Plaintiff is informed and believes, and thereon alleges, that DOES 1 through 20  
4 are or were the partners, agents, owners, shareholders, managers, or employees of Defendants  
5 at all relevant time.

6 15. Plaintiff is informed and believes, and thereon alleges, that each Defendant  
7 acted in all respects pertinent to this action as the agent of the other Defendant, carried out a  
8 joint scheme, business plan, or policy in all respects pertinent hereto, and the acts of each  
9 Defendant are legally attributable to the other Defendant. Furthermore, Defendants in all  
10 respects acted as the employer and/or joint employer of Plaintiff and other aggrieved  
11 employees.

12 16. Plaintiff is informed and believes, and thereon alleges, that each and all of the  
13 acts and omissions alleged herein were performed by, or are attributable to, Defendants and/or  
14 DOES 1 through 20, acting as the agent or alter ego for the other, with legal authority to act on  
15 the other's behalf. The acts of any and all Defendants were in accordance with, and represent,  
16 the official policy of Defendants.

17 17. At all relevant times, Defendants, and each of them, acted within the scope of  
18 such agency or employment, or ratified each and every act or omission complained of herein.  
19 At all relevant times, Defendants, and each of them, aided and abetted the acts and omissions of  
20 each and all the other Defendants in proximately causing the damages herein alleged.

21 18. Plaintiff is informed and believes, and thereon alleges, that each of said  
22 Defendants is in some manner intentionally, negligently, or otherwise responsible for the acts,  
23 omissions, occurrences, and transactions alleged herein.

24 **GENERAL ALLEGATIONS**

25 19. At all relevant times mentioned herein, Defendants employed Plaintiff and other  
26 aggrieved employees as non-exempt employees.

27 20. Defendants continue to employ non-exempt employees within California.

28 21. Plaintiff is informed and believes, and thereon alleges, that at all times herein

1 mentioned, Defendants were advised by skilled lawyers, employees and other professionals  
2 who were knowledgeable about California's wage and hour laws, employment and personnel  
3 practices and the requirements of California law.

4 22. Plaintiff is informed and believes, and thereon alleges, that Defendants  
5 improperly calculated the overtime rate of pay for Plaintiff and other aggrieved employees  
6 because the rates did not include non-discretionary wages, including, but not limited to,  
7 bonuses, shift premiums, and/or other incentive pay into the computation of their regular rate of  
8 pay for purposes of calculating the overtime rate of pay.

9 23. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or  
10 should have known that Plaintiff and other aggrieved employees were entitled to receive all  
11 required meal periods or payment of one (1) additional hour of pay at Plaintiff and other  
12 aggrieved employees' regular rate of pay when they did not receive a timely meal period. In  
13 violation of the Labor Code and IWC Wage Orders, Plaintiff and other aggrieved employees  
14 did not receive all timely meal periods or payment of one (1) additional hour of pay at Plaintiff  
15 and other aggrieved employees' regular rate of pay when they did not receive a timely meal  
16 period.

17 24. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or  
18 should have known that Plaintiff and other aggrieved employees were entitled to receive all rest  
19 breaks or payment of one (1) additional hour of pay at Plaintiff and other aggrieved employees'  
20 regular rate of pay when a rest break was missed. In violation of the Labor Code and IWC  
21 Wage Orders, Plaintiff and other aggrieved employees did not receive all rest breaks or  
22 payment of one (1) additional hour of pay at Plaintiff and other aggrieved employees' regular  
23 rate of pay when a rest break was missed.

24 25. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or  
25 should have known that Plaintiff and other aggrieved employees were entitled to receive  
26 itemized wage statements that accurately showed their gross and net wages earned, inclusive  
27 dates of pay periods, total hours worked and all applicable hourly rates in effect and the number  
28 of hours worked at each hourly rate in accordance with California law. In violation of the

1 Labor Code, Plaintiff and other aggrieved employees were not provided with accurate itemized  
2 wage statements.

3 26. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or  
4 should have known that Plaintiff and other aggrieved employees were entitled to timely  
5 payment of wages due upon separation of employment. In violation of the Labor Code,  
6 Plaintiff and Waiting Time Subclass members did not receive payment of all wages within  
7 permissible time periods.

8 27. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or  
9 should have known they had a duty to compensate Plaintiff and other aggrieved employees, and  
10 Defendants had the financial ability to pay such compensation but willfully, knowingly and  
11 intentionally failed to do so all in order to increase Defendants' profits.

12 **FIRST CAUSE OF ACTION**

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

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

15 28. Plaintiff hereby re-alleges and incorporates by reference all paragraphs above as  
16 though fully set forth herein.

17 29. Pursuant to Labor Code § 2699(a), any provision of the Labor Code that  
18 provides for a civil penalty to be assessed and collected by the Labor and Workforce  
19 Development Agency ("LWDA") or any of its departments, divisions, commissions, boards,  
20 agencies or employees for violation of the code may, as an alternative, be recovered through a  
21 civil action brought by an aggrieved employee on behalf of himself and other current or former  
22 employees pursuant to the procedures specified in Labor Code § 2699.3.

23 30. For all provisions of the Labor Code except those for which a civil penalty is  
24 specifically provided, Labor Code § 2699(f) imposes upon Defendants a penalty of one  
25 hundred dollars (\$100.00) for each aggrieved employee per pay period for the initial violation  
26 and two hundred dollars (\$200.00) for each aggrieved employee per pay period for each  
27 subsequent pay period in which Defendants violated these provisions of the Labor Code.  
28

1           31. Defendants' conduct violates numerous Labor Code sections including, but not  
2 limited to, the following:

- 3           (a) Violation of Labor Code §§ 201-203, 510, 1194 and 1198 for failure to  
4 pay all overtime wages at the proper rate to Plaintiff and other aggrieved  
5 employees during and upon separation of employment as herein alleged;  
6           (b) Violation of Labor Code §§ 226.7 and 512 for failure to provide meal  
7 periods to Plaintiff and other aggrieved employees and failure to pay  
8 premium wages for missed meal periods as herein alleged;  
9           (c) Violation of Labor Code § 226.7 for failure to permit rest breaks to  
10 Plaintiff and other aggrieved employees and failure to pay premium  
11 wages for missed rest periods as herein alleged; and  
12           (d) Violation of Labor Code §§ 226 and 226.3 for failure to provide accurate  
13 itemized wage statements to Plaintiff and other aggrieved employees as  
14 herein alleged.  
15           (e) Violation of Labor Code §§ 1174 and 1174.5 for failure to maintain  
16 accurate records for Plaintiff and other aggrieved employees as herein  
17 alleged.

18           32. Plaintiff is an "aggrieved employee" because he was employed by the alleged  
19 violator and had one or more of the alleged violations committed against him, and therefore is  
20 properly suited to represent the interests of all other aggrieved employees.

21           33. Plaintiff has timely alleged the above PAGA violations and has exhausted the  
22 procedural requirements under Labor Code § 2699.3 and is therefore able to pursue a claim for  
23 penalties on behalf of himself and all other aggrieved employees under PAGA.

24           34. Pursuant to Labor Code §§ 2699(a) and (f), 2699.3 and 2699.5, Plaintiff and all  
25 other aggrieved employees are entitled to recover civil penalties against Defendants for  
26 violations of the above-cited sections of the Labor Code.

27           35. Pursuant to Labor Code § 2699(g)(1), "[e]xcept as provided in paragraph (2), an  
28 aggrieved employee may recover the civil penalty described in subdivision (f) in a civil action

1 pursuant to the procedures specified in Section 2699.3 filed on behalf of himself or herself and  
2 other current or former employees against whom one or more of the alleged violations was  
3 committed. Any employee who prevails in any action shall be entitled to an award of reasonable  
4 attorney's fees and costs, including any filing fee paid pursuant to subparagraph (B) of  
5 paragraph (1) of subdivision (a) or subparagraph (B) of paragraph (1) of subdivision (c) of  
6 Section 2699.3. Nothing in this part shall operate to limit an employee's right to pursue or  
7 recover other remedies available under state or federal law, either separately or concurrently  
8 with an action taken under this part."

9 36. For bringing this action, Plaintiff is entitled to attorneys' fees and costs incurred  
10 herein.

11 **PRAYER FOR RELIEF**

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

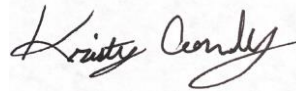
14 1. For civil penalties against Defendants on behalf of all other aggrieved  
15 employees;

16 2. For reasonable attorneys' fees and costs of suit to the extent permitted by law,  
17 including pursuant to Code of Civil Procedure § 1021.5 and Labor Code §§ 2698, *et seq.*; and

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

19  
20 Dated: May 24, 2021

**AEGIS LAW FIRM, PC**

21 

22 By: \_\_\_\_\_

23 Kristy R. Connolly  
24 Attorneys for Plaintiff Michael David Madrid