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11 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
12 **FOR THE COUNTY OF SACRAMENTO**

13 DERRICK AUSTIN, as a private attorney general,

14 Plaintiff,

15 vs.

16 BQ EXPRESS INC., a California corporation; and
DOES 1 through 50, inclusive,

17 Defendants.
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Case No. 34-2021-00297271

**FIRST AMENDED REPRESENTATIVE
ACTION COMPLAINT UNDER THE
LABOR CODE PRIVATE ATTORNEYS
GENERAL ACT OF 2004 (PAGA)**

DEMAND OVER \$25,000.00

FILED
Superior Court Of California,
Sacramento
05/19/2021
rsanmiguel
By _____, Deputy
Case Number:
34-2021-00297271

BY FAX

1 Plaintiff, Derrick Austin, as a proxy for the State of California, submits this First Amended
2 Representative Action Complaint (the “Complaint”) against Defendant, BQ Express Inc., and Does 1
3 through 50 (collectively, “Defendants”).

4 INTRODUCTION

5 1. Pursuant to the Labor Code Private Attorneys General Act of 2004, Labor Code §§ 2698
6 et seq. (“PAGA”), this representative action challenges systemic employment practices resulting in
7 violations of the California Labor Code against individuals who worked for Defendants. The Complaint
8 seeks penalties and other relief pursuant to, among other provisions, Labor Code sections 201-204, 210,
9 226, 226.3, 510, 558, 1182.12, 1194, 1194.2, 1197, 1198, 2802, and 2698 et seq.¹

10 2. Plaintiff is informed and believes that Defendants have jointly and severally acted
11 intentionally and with deliberate indifference and conscious disregard to the rights of employees by
12 failing to pay all wages due, including minimum wages and overtime wages, failing to timely pay
13 wages, failing to provide accurate itemized wage statements, and failing to reimburse all work-related
14 expenses, including those for the required use of personal cell phones.

15 3. Defendants routinely fail to pay all wages, including minimum wages and overtime
16 wages, for all hours worked, including the time that Plaintiff and other non-exempt employees spend
17 undergoing security checks. Specifically, Defendants require Plaintiff and other non-exempt employees
18 to undergo security checks before being allowed to enter the premises at the start of their work shifts
19 and again before being allowed to leave the premises at the end of their work shifts. Defendants,
20 however, do not pay any wages for such time.

21 4. Moreover, for overtime hours that Plaintiff and other non-exempt employees are paid,
22 Defendants still routinely underpay overtime wages. Specifically, Plaintiff and other non-exempt
23 employees earn non-discretionary remuneration, including for example bonuses, that Defendants fail to
24 consider when calculating the regular rate of pay for purposes of paying overtime wages. Because
25 Plaintiff and other non-exempt employees are not paid all of their wages, they also are neither timely
26 paid their wages during employment nor timely paid their wages upon separation of employment.

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¹ Except as otherwise noted, all “Section” references are to the Labor Code.

1 5. Separately, even if Defendants had paid Plaintiff and other non-exempt employees all of
2 their earned wages, Defendants still fail to pay wages in a timely manner. For example, for work
3 performed on September 28, 2020, during the pay period ending on October 4, 2020, Defendants did
4 not pay wages until October 13, 2020—nine days after the last day of the pay period. Such payment is
5 neither within seven days of the end of the pay period nor otherwise compliant with Labor Code
6 requirements for the prompt payment of wages.

7 6. Defendants also routinely fail to provide accurate itemized wage statements to Plaintiff
8 and other employees. First, as a result of Defendants’ failure to pay for all hours worked, Defendants
9 furnish Plaintiff and other non-exempt employees with wage statements that inaccurately state the total
10 hours worked, number of hours worked at each applicable hourly rate, gross wages earned, and net
11 wages earned. Second, as a result of Defendants’ failure to pay overtime wages at the regular rate of
12 pay, Defendants furnish Plaintiff and other non-exempt employees with wage statements that
13 inaccurately state the applicable overtime wage rate, gross wages earned, and net wages earned. Third,
14 when Plaintiff and other non-exempt employees earn certain hourly wages, including for example
15 “Bonus OT” wages, Defendants furnish Plaintiff and other non-exempt employees with wage
16 statements that fail to show the number of hours worked and applicable hourly rate used to calculate
17 such wages. Instead, whenever such wages are paid, wage statements show only the total sum paid for
18 such earnings, without the hours or rates to show how such wages were calculated.

19 7. Defendants also routinely fail to reimburse Plaintiff and other employees for work-
20 related expenses, including for example the costs associated with the required use of personal cell
21 phones. Specifically, Defendants require Plaintiff and other employees to have, use, and pay the costs of
22 personal cell phones to complete their job duties. Although the costs associated with such cell phone use
23 to download and access various apps used for work-related purposes are expenses of Defendants’
24 business, Defendants fail to reimburse Plaintiff and other employees for the costs of the personal cell
25 phone use.

26 8. The Labor Code is broadly remedial in nature. Its laws serve an important public interest
27 in establishing minimum working conditions and requirements in California. These labor standards
28 protect employees from onerous terms and conditions of employment or exploitation by employers who

1 have superior economic and bargaining power. Plaintiff is informed and believes that Defendants have
2 engaged in, among other things, a system of willful violations of the Labor Code by creating and
3 maintaining policies, practices, and customs that knowingly deny its employees the above stated rights
4 and benefits.

5 9. Defendants' pattern, practice, and uniform administration of corporate policy in violation
6 of the Labor Code is unlawful. Proof of a common business practice or factual pattern will establish the
7 rights of Plaintiff and aggrieved employees under Sections 201-204, 210, 226, 226.3, 510, 558, 1182.12,
8 1194, 1194.2, 1197, 1197.1, 1198, 2802, and 2698 et seq., applicable IWC Wage Orders, and Code of
9 Civil Procedure section 1021.5 to recover damages and restitution, including unpaid wages and
10 premium wages and interest thereon, applicable penalties, liquidated damages, reasonable attorneys'
11 fees, and costs of suit.

12 JURISDICTION AND VENUE

13 10. The Complaint seeks relief exceeding \$25,000.00. The Court has jurisdiction of
14 Defendants' violations of Sections 201-204, 226, 510, 1182.12, 1197, 1198, and 2802.

15 11. Venue is proper in the County of Sacramento. Plaintiff worked for Defendants in
16 Sacramento, California.

17 PARTIES

18 12. Plaintiff began working for Defendants in or about May of 2020. Until his employment
19 delivering packages ended in or about January of 2021, Plaintiff was paid on an hourly basis as a non-
20 exempt employee. When Plaintiff reported to work, he was required to undergo security checks before
21 being allowed to enter the premises at the start of his work shifts and again before being allowed to
22 leave the premises at the end of his work shifts. He was not paid any wages for this time. Plaintiff
23 worked more than eight hours in a workday or 40 hours in a workweek and also earned non-
24 discretionary remuneration, including for example bonuses. Such payments were not considered when
25 calculating Plaintiff's regular rate of pay for purposes of calculating his regular rate of pay for purposes
26 of overtime wages. Plaintiff still has not been paid all of his earned wages, and he thus was neither
27 timely paid his wages during employment nor timely paid his wages upon separation of employment.
28 For wages he was paid, Plaintiff also was not timely paid within seven days of the end of the pay

1 period. Plaintiff received wage statements that inaccurately stated the total hours worked, all applicable
2 hourly rates, the number of hours worked at each applicable hourly rate, the gross wages earned, and net
3 wages earned. Plaintiff used his personal cell phone in completing his job duties but was not reimbursed
4 for the costs related to his personal cell phone use. Plaintiff thus is a victim of the policies, practices,
5 and customs of Defendants complained of in this action in ways that have deprived him of the rights
6 guaranteed by the Labor Code and the UCL.

7 13. Plaintiff is informed and believes that Defendant, BQ Express Inc., was and is a
8 California corporation. Plaintiff is informed and believes that at all times herein mentioned named
9 defendants and Does 1 through 50, were and are corporations, business entities, individuals, or
10 partnerships that are and were licensed to do business and actually doing business in the State of
11 California. Based upon all the facts and circumstances incident to Defendants' business, Defendants are
12 subject to Sections 201-204, 226, 510, 1182.12, 1197, 1198, and 2802.

13 14. Plaintiff does not know the true names or capacities of the defendants sued herein as
14 Does 1 through 50, whether individual, partner, or corporate, and for that reason, said defendants are
15 sued under such fictitious names. Plaintiff prays for leave to amend this Complaint when the true names
16 and capacities are known. Plaintiff is informed and believes that each of said fictitious defendants was
17 responsible in some way for the matters alleged herein and proximately caused the illegal employment
18 practices, wrongs, and injuries complained of herein.

19 15. At all times herein mentioned, each of said Defendants participated in the doing of the
20 acts alleged herein. Defendants, and each of them, were the agents, servants, or employees of each of
21 the other Defendants, as well as the agents of all Defendants, and were acting within the course and
22 scope of said agency and employment.

23 16. Plaintiff is informed and believes that at all times material hereto, each of said
24 Defendants was the agent, employee, alter ego, or joint venturer of, or was working in concert with,
25 each of the other Defendants and was acting within the course and scope of such agency, employment,
26 joint venture, or concerted activity. To the extent said acts, conduct, or omissions were perpetrated by
27 certain Defendants, each of the remaining Defendants confirmed and ratified said acts, conduct, or
28 omissions of the acting Defendants.

17. Plaintiff is informed and believes that at all times material hereto each of the Defendants (i) aided and abetted the acts and omissions of each of the other Defendants in proximately causing the alleged harms, or (ii) were members of, engaged in, and acting within the course and scope of, and in pursuance of, a joint venture, partnership, or common enterprise.

PAGA ALLEGATIONS

18. Pursuant to PAGA, Plaintiff sues as a proxy for the State of California. Plaintiff seeks penalties for Defendants' violations of Sections 201-204, 226, 510, 1182.12, 1197, 1198, and 2802 committed since September 27, 2019, against all aggrieved employees. Under Section 2699(c), Plaintiff is an "aggrieved employee," as one or more of the alleged violations was committed against Plaintiff as an employee of Defendants.

19. On or about February 8, 2021, Plaintiff sent written notice to the Labor & Workforce Development Agency (“LWDA”) of specific facts and theories for Defendants’ violations of Sections 201-204, 226, 510, 1182.12, 1197, 1198, and 2802. Plaintiff simultaneously sent written notice to Defendants via certified mail. As of the date of the filing of this Complaint, the LWDA has neither responded nor indicated that it intends to investigate the allegations in the written notice.

20. As such, pursuant to Section 2699(a), (f), and (g), Plaintiff seeks recovery of all applicable penalties for Defendants' violations against all aggrieved employees for the period described above.

FIRST CAUSE OF ACTION

Violations of the Labor Code (Lab. Code §§ 2698 et seq.)

(By Plaintiff on Behalf of Aggrieved Employees Against All Defendants)

21. The preceding paragraphs are re-alleged and incorporated by this reference.

22. Sections 1182.12 and 1197 provide a minimum wage to be paid to employees and make unlawful the payment of a lesser wage. The applicable IWC Wage Order defines compensable time as “the time during which an employee is subject to the control of an employer, and includes all the time the employee is suffered or permitted to work, whether or not required to do so.” Cal. Code. Regs. tit. 8, § 11040(2)(K) (defining “Hours Worked”). California law thus generally requires that employers pay employees at least the minimum wage for all hours worked.

1 23. As a matter of policy and practice, Defendants fail to pay at least minimum wage or any
2 wage for all hours worked by Plaintiff and aggrieved employees, including the time that Plaintiff and
3 aggrieved employees spend undergoing security checks. Specifically, Defendants require Plaintiff and
4 other aggrieved employees to undergo security checks before being allowed to enter the premises at the
5 start of their work shifts and again before being allowed to leave the premises at the end of their work
6 shifts. As a matter of policy and practice, Plaintiff and aggrieved employees are not paid any wages for
7 these hours worked. As such, Plaintiff and aggrieved employees are owed unpaid minimum wages.

8 24. Section 510 and the applicable IWC Wage Order provide that “[a]ny work in excess of
9 eight hours in one workday and any work in excess of 40 hours in any one workweek and the first eight
10 hours worked on the seventh day of work in any one workweek shall be compensated at the rate of no
11 less than one and one-half times the regular rate of pay for an employee” and that “[a]ny work in excess
12 of 12 hours in one day shall be compensated at the rate of no less than twice the regular rate of pay for
13 an employee.” Section 1198 makes unlawful conditions of labor that are prohibited by the applicable
14 IWC Wage Order.

15 25. As discussed above and as a matter of policy and practice, Defendants fail to pay all
16 overtime wages for all overtime hours worked by Plaintiff and aggrieved employees, including overtime
17 hours that Plaintiff and aggrieved employees spend undergoing security checks. As a matter of policy
18 and practice, Plaintiff and aggrieved employees are not paid overtime wages when these hours worked
19 result in more than eight hours of work in a workday or 40 hours of work in a workweek. As such,
20 Plaintiff and aggrieved employees are owed unpaid overtime wages.

21 26. As a matter of policy and practice, for overtime hours that Plaintiff and aggrieved
22 employees have been paid, Defendants underpay those overtime wages by failing to consider non-
23 discretionary remuneration, including for example bonuses, that Plaintiff and aggrieved employees earn.
24 As such, Plaintiff and aggrieved employees are owed underpaid overtime wages.

25 27. Moreover, Section 204 provides that wages are generally due and payable no later than
26 seven days after the end of a pay period or at least twice during each calendar month, on days
27 designated in advance as the regular paydays. Section 201 provides if an employer discharges an
28 employee, the wages earned and unpaid at the time of discharge are due and payable immediately.

1 Section 202 provides that an employee is entitled to receive all unpaid wages no later than 72 hours
2 after an employee quits his or her employment, unless the employee has given seventy-two (72) hours
3 previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages
4 at the time of quitting. Section 203 provides that if an employer willfully fails to pay wages owed in
5 accordance with Sections 201 and 202, then the wages of the employee shall continue as a penalty from
6 the due date, and at the same rate until paid, but the wages shall not continue for more than thirty (30)
7 days.

8 28. Based on Defendants' failures to pay all minimum wages and overtime wages to Plaintiff
9 and aggrieved employees and as a matter of policy and practice, Defendants fail to timely pay all due
10 wages and fail to timely pay all due wages upon separation of employment. On information and belief,
11 Defendants were advised by skilled lawyers and knew, or should have known, of the mandates of the
12 Labor Code as it relates to Plaintiff's allegations. Because Defendants willfully fail to timely pay
13 Plaintiff and aggrieved employees all wages due, Defendants are subject to applicable penalties.

14 29. Separately, even if Defendants had paid Plaintiff and aggrieved employees all of their
15 earned wages, Defendants still fail to pay wages in a timely manner. For example, for work performed
16 on September 28, 2020, during the pay period ending on October 4, 2020, Defendants did not pay
17 wages until October 13, 2020—nine days after the last day of the pay period. Such payment is neither
18 within seven days of the end of the pay period nor otherwise compliant with Labor Code requirements
19 for the prompt payment of wages.

20 30. Section 226(a) requires an employer to furnish to its employees itemized wage
21 statements that show accurate information, including without limitation, the total hours worked, all
22 applicable hourly rates in effect during the pay period, the corresponding number of hours worked at
23 each hourly rate, gross wages earned, and net wages earned.

24 31. As a result of Defendants' failure to pay all wages, including minimum wages and
25 overtime wages, for all hours worked and as a matter of policy and practice, Defendants fail to provide
26 accurate itemized wage statements to Plaintiff and aggrieved employees. Specifically, Defendants failed
27 to furnish Plaintiff and aggrieved employees with wage statements that accurately showed the total
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1 hours worked, number of hours worked at each applicable hourly rate, gross wages earned, and net
2 wages earned.

3 32. As a result of Defendants' failure to pay overtime wages at the regular rate of pay and as
4 a matter of policy and practice, Defendants additionally fail to provide accurate itemized wage
5 statements to Plaintiff and aggrieved employees. Specifically, Defendants furnish Plaintiff and
6 aggrieved employees with wage statements that inaccurately state the applicable overtime wage rate,
7 gross wages earned, and net wages earned.

8 33. As a matter of policy and practice, when Plaintiff and aggrieved employees earn certain
9 hourly wages, including for example "Bonus OT" wages, Defendants additionally fail to provide
10 accurate itemized wage statements to Plaintiff and aggrieved employees. Specifically, Defendants
11 furnish Plaintiff and aggrieved employees with wage statements that fail to show the number of hours
12 worked and applicable hourly rate used to calculate such wages. Instead, whenever such wages are paid,
13 wage statements show only the total sum paid for such earnings, without the hours or rates to show how
14 such wages were calculated.

15 34. Section 2802 requires that an employer must reimburse employees for all necessary
16 expenditures and losses incurred in the performance of their jobs. Section 2802 is intended to prevent
17 employers from placing their operating expenses and cost of doing business on employees. *Cochran v.*
18 *Schwan's Home Service, Inc.*, 228 Cal. App. 4th 1137, 1144 (2014).

19 35. As a matter of policy and practice, Defendants fail to reimburse Plaintiff and aggrieved
20 employees for necessary business expenses incurred in performing their work for Defendants, including
21 for example the costs associated with the required use of personal cell phones. As a matter of policy and
22 practice, Plaintiff and aggrieved employees were required to have, use, and pay the costs of personal
23 cell phones to complete their job duties. Although the costs associated with such cell phone use to
24 download and access various apps used for work-related purposes are expenses of Defendants' business,
25 Defendants fail to reimburse Plaintiff and aggrieved employees for the costs of the personal cell phone
26 use.

1 **PRAYER FOR RELIEF**

2 WHEREFORE, Plaintiff prays for judgment for himself and all others on whose behalf this suit
3 is brought against Defendants, jointly and severally, as follows:

4 1. Upon the First Cause of Action for penalties pursuant to Section 2699(a), (f), and (g),
5 and for costs and attorneys' fees;

6 2. Upon each cause of action for attorneys' fees and costs as provided by Section 2699,
7 Code of Civil Procedure section 1021.5, and any other applicable laws; and

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

9 DATED: May 19, 2021

DIVERSITY LAW GROUP, P.C.

10 By: 

11 Larry W. Lee

Simon L. Yang

12 Attorneys for Plaintiff
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1 **PROOF OF SERVICE**

2 **(Code of Civil Procedure Sections 1013a, 2015.5)**

3
4 STATE OF CALIFORNIA]
5 COUNTY OF LOS ANGELES]ss.
6]

7 I am employed in the County of Los Angeles, State of California. I am over the age of
8 18 and not a party to the within action; my business address is 515 S. Figueroa Street, Suite
9 1250, Los Angeles, California 90071.

10 On May 19, 2021, I served the following document(s) described as: **FIRST**
11 **AMENDED REPRESENTATIVE ACTION COMPLAINT UNDER THE LABOR CODE**
12 **PRIVATE ATTORNEYS GENERAL ACT OF 2004 (PAGA)** on the interested parties in this
13 action as follows:

14 Steven Benjamin
15 Benjamin Law Offices
16 1127 18th Street
17 Sacramento, California 95811
18 *Attorneys for Defendant BQ Express, Inc.*

19 X BY MAIL: by placing _____ the original or X a true and correct
20 copy thereof enclosed, in (a) sealed envelope(s) addressed to the party(ies) listed above or on the
21 attached mailing list. I am readily familiar with the firm's practice for collection and processing
22 of correspondence and other materials for mailing with the United States Postal Service. On this
23 date, I sealed the envelope(s) containing the above materials and placed the envelope(s) for
24 collection and mailing on this date at the address above following our office's ordinary business
25 practices. The envelope(s) will be deposited with the United States Postal Service on this date,
26 in the ordinary course of business.

27 I declare under penalty of perjury under the laws of the State of California that the
28 above is true and correct. Executed on May 19, 2021, at Los Angeles, California.

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