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Private Attorneys General Act Representatives of
similarly aggrieved individuals in the State
of California

SUPERIOR COURT OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES

JOAQUIN ROJAS, individually, and on behalf of
all others similarly situated,

Plaintiff,

vs.

JAR TRANSPORTATION INC., a California
corporation, RAYMOND PAUL JUNE, an
individual, and DOES 1-20, inclusive,

Defendants.

CASE NO. **21STCV41706**

**COMPLAINT FOR VIOLATION OF
PRIVATE ATTORNEYS GENERAL ACT,
LABOR CODE SECTIONS 2698, *et seq.***

DEMAND FOR JURY TRIAL

COMES NOW Plaintiff JOAQUIN ROJAS (“Plaintiff”), individually and behalf of all others similarly aggrieved, and asserts claims under the California Private Attorneys General Act against Defendants JAR TRANSPORTATION INC., a California corporation (“JAR”), RAYMOND PAUL JUNE, an individual (“JUNE”), and Does 1-20, inclusive (collectively, “Defendants”) as follows:

I. INTRODUCTION

1. This is a Private Attorneys General Act (“PAGA”) representative action for recovery of civil penalties to address several employers’ violations of California’s wage and hour laws. This complaint is brought solely pursuant to PAGA, and seeks no relief other than what is available under PAGA, on behalf of all individuals employed by defendant JAR as a non-exempt employee in the State of California during the statutory PAGA period (the “Aggrieved Employees”).

2. In this case, Defendants violated various provisions of the California Labor Code and IWC Wage Orders. As set forth below, Defendants implemented policies and practices that led to wage and hour violations, including violations resulting from Defendants’: (a) failure to accurately pay all wages due, including minimum and overtime wages; (b) failure to authorize and permit fully compliant rest breaks and failure to pay an additional hour of pay in lieu of providing a compliant rest period; (c) failure to provide compliant meal periods and failure to pay an additional hour of pay in lieu of providing compliant meal periods; (d) failure to provide accurate itemized wage statements, (e) failure to pay all wages earned and owed upon separation from Defendants’ employ, and (f) failure to maintain compliant records. As a result, Plaintiff seeks penalties under PAGA on behalf of herself and all other similarly aggrieved individuals.

II. JURISDICTION AND VENUE

3. The California Superior Court has jurisdiction over this action pursuant to California Constitution Article VI, Section 10, which grants the Superior Court “original jurisdiction in all cases except those given by statute to other trial courts.” The statutes under which this action is brought do not give jurisdiction to any other court.

4. This Court has jurisdiction over Defendants because, upon information and belief, each Defendant either has sufficient minimum contacts in California, or otherwise intentionally

1 avails itself of the California market so as to render the exercise of jurisdiction over it by the
2 California Courts consistent with traditional notions of fair play and substantial justice.

3 5. Venue of this action in the County of Los Angeles is proper pursuant to Code of Civil
4 Procedure sections 395 and 395.5, because many of the wrongful acts complained of occurred in Los
5 Angeles County, and Defendants are found, maintain offices in, and/or transact business in Los
6 Angeles County. Defendants are operating and doing business in California and Los Angeles
7 County, and each Defendant is within the jurisdiction of this Court for service of process purposes.
8 The unlawful acts alleged herein have a direct effect on Plaintiff and all other aggrieved employees
9 within Los Angeles County and elsewhere in California.

10 6. On information and belief, Defendants have conducted business within the State of
11 California during the statutory PAGA period and continue to conduct business in the State of
12 California. The unlawful acts alleged herein have had a direct effect on Plaintiff, and the similarly
13 aggrieved non-exempt employees within Los Angeles County and the State of California.

14 7. The California Superior Court also has jurisdiction in this matter because on
15 information and belief there are no federal questions at issue, as the issues herein are based solely on
16 California statutes and law, including the California Labor Code, the IWC Wage Orders, the
17 California Code of Civil Procedure, the California Civil Code, and the California Business and
18 Professions Code.

19 8. On information and belief, during the statutory PAGA period and continuing to the
20 present, Defendants consistently maintained and enforced against Defendants' non-exempt
26 employees, among others, the following unlawful practices and policies, in violation of California
22 state wage and hour laws (a) failure to accurately pay all wages due, including minimum and
23 overtime wages (b) failure to authorize and permit fully compliant rest breaks for every four hours
24 or major fraction thereof worked and failure to pay an additional hour of pay in lieu of providing a
25 compliant rest period; (c) failure to provide compliant meal periods and failure to pay an additional
26 hour of pay in lieu of providing compliant meal periods; (d) failure to provide accurate itemized
27 wage statements, and (e) failure to pay all wages earned and owed upon separation from Defendants'
28 employ, and (f) failure to maintain compliant records.

9. On information and belief, during the statutory PAGA period and continuing to the present, Defendants have had a consistent policy of failing to pay minimum wages and overtime wages for hours worked while subject to the control of Defendants.

10. On information and belief, during the statutory PAGA period and continuing to the present, Defendants have had a consistent policy of failing to provide certain non-exempt employees within the State of California, including Plaintiff ROJAS, unfettered, uninterrupted, duty free meal periods of at least (30) minutes per five hours worked and failing to pay such employees one (1) hour of pay at the regular rate of compensation for each workday a meal period was untimely, interrupted and/or not provided, as required by California state wage and hour laws.

11. On information and belief, during the statutory PAGA period and continuing to the present, Defendants have had a consistent policy of failing to provide certain non-exempt employees within the State of California, including Plaintiff ROJAS, unfettered, uninterrupted, duty free rest periods of at least (10) minutes per four (4) hours worked or major fraction thereof and failing to pay such employees one (1) hour of pay at the regular rate of compensation for each workday a rest period was untimely, interrupted and/or not provided, as required by California state wage and hour laws.

12. On information and belief, during the statutory PAGA period and continuing to the present, Defendants have had a consistent policy of failing to timely pay wages upon separation of employment.

13. On information and belief, during the statutory PAGA period and continuing to the present, Defendants have had a consistent policy of failing to provide accurate itemized wage statements, and failing to maintain compliant payroll records.

III. PARTIES

A. Plaintiff

14. Plaintiff JOAQUIN ROJAS was, at all times relevant to this action, a resident of California. Plaintiff ROJAS was employed by Defendants as a non-exempt employee working as a delivery driver from approximately April 2020 to January 2021.

1 15. While employed with Defendants, Plaintiff and the Aggrieved Employees were
2 regularly required to and subsequently suffered:

- 3 (a) to perform work subject to the control of the employer without being
4 compensated at least minimum wages and/or overtime wages, all in violation
5 of California labor laws, regulations, and the Industrial Welfare Commission
6 (“IWC”) Wage Order;
- 7 (b) without being permitted or authorized a minimum ten-minute rest period for
8 every four hours or major fraction thereof worked and not compensated one
9 (1) hour of pay at her regular rate of compensation for each workday that a
10 rest period was not provided, all in violation of California labor laws,
11 regulations, and the IWC Wage Orders;
- 12 (c) to work in excess of five hours per day without being provided meal periods
13 and not compensated one (1) hour of pay at the regular rate of compensation
14 for each workday that a meal period was not provided, all in violation of
15 California labor laws, regulations, and the IWC Wage Orders;
- 16 (d) not being paid all wages due upon separation from Defendants’ employment;
17 and
- 18 (e) not being provided accurate itemized wage statements, and Defendants’
19 failure to maintain compliant payroll records.

20 **B. Defendants**

26 16. Based on information and belief, defendant JAR TRANSPORTATION INC.
22 (“JAR”) is a California corporation that makes and picks up deliveries in Los Angeles County and
23 other locations in California.

24 17. Based on information and belief, defendant RAYMOND PAUL JUNE is a natural
25 person residing in the State of California and is, and at all relevant times has been, the owner,
26 director, officer, employee, and/or managing agent of JAR, and had direct control and power over
27 the working conditions and the violations at issue in this Complaint and at all relevant times was
28 acting on behalf of JAR. On information and belief, JUNE devised and implemented the policies at

1 issue in this complaint and “caused” these violations to occur and, under Labor code sections 558.1
2 and 1197.1, JUNE may be held liable as the employer for such violations.

3 18. Other than identified herein, Plaintiff is unaware of the true names, capacities,
4 relationships and extent of participation in the conduct alleged herein, of the defendants sued as
5 DOES 1 through 20, but is informed and believes and thereon alleges that said defendants are legally
6 responsible for the wrongful conduct alleged herein and therefore sues these defendants by such
7 fictitious names. Plaintiff will amend this complaint when their true names and capabilities are
8 ascertained.

9 19. Plaintiff is informed and believe and thereon alleges that each Defendant, directly or
10 indirectly, or through agents or other persons, employed Plaintiff and other similarly situated
11 individuals, and exercised control over their wages, hours, and working conditions. Plaintiffs are
12 informed and believe and thereon allege that each defendant acted in all respects pertinent to this
13 action as the agent of the other defendants, carried out a joint scheme, business plan or policy in all
14 respects pertinent hereto, and the acts of each defendant are legally attributable to the other
15 defendants.

16 IV. GENERAL ALLEGATIONS

17 20. Plaintiff is informed and believes, and based thereon alleges, that Defendants jointly
18 employ or employed Plaintiff and the Aggrieved Employees in Los Angeles County and other
19 locations in California during the PAGA period. Plaintiff and Aggrieved Employees were
20 compensated based upon an hourly rate and have at all relevant times been non-exempt within the
26 meaning of the California Labor Code and the implementing rules and regulations of the IWC Wage
22 Orders.

23 21. Plaintiff is informed and believes that he and the Aggrieved Employees were not
24 compensated for all time worked as Defendants would regularly suffer and permit Plaintiff and
25 Aggrieved Employees to work off the clock, but Plaintiff and Aggrieved Employees were not
26 compensated for hours worked off the clock. For example, Defendants implemented an “auto
27 deduct” policy whereby Plaintiff and the Aggrieved Employees had 30 minutes deducted from their
28 time for a meal period even though they were required to continue working in order to deliver all

1 required packages. As a result, Defendant failed to pay Plaintiff and the Aggrieved Employees for
2 all hours worked at a rate no less than the applicable minimum or overtime wage.

3 22. Plaintiff is informed and believes that he and the Aggrieved Employees were not
4 properly compensated for all overtime worked, due to, among other things, Defendants requiring
5 Plaintiff and the Aggrieved employees to perform work off the clock. Plaintiff and Aggrieved
6 employees were not paid for such off-the-clock work, and as a result, when the off-the-clock work
7 constituted overtime, it was not paid. Additionally, such off-the-clock work was not included when
8 calculating overtime worked by Plaintiff and Aggrieved Employees. As a result, Defendant failed to
9 pay Plaintiff and the Aggrieved Employees for all overtime hours worked at the applicable overtime
10 rate.

11 23. Plaintiff is informed and believes that Plaintiff and the Aggrieved Employees were
12 not provided timely, uninterrupted meal periods of at least thirty (30) minutes for many of the work
13 days such employees worked more than five hours (5) hours, and were not paid one (1) hour of
14 premium wages as the regular rate of compensation in lieu thereof, all in violation of the California
15 Labor Code. Plaintiff and the Aggrieved Employees were required to take shortened meal periods or
16 missed meal periods completely because, for example, the volume of packages they were required
17 to deliver each shift frequently did not leave sufficient time to take a fully-compliant meal period
18 and still complete all deliveries. Accordingly, Plaintiff and the Aggrieved Employees were not
19 provided lawful meal periods and were not provided with one hour of wages in lieu thereof under
20 Defendants' policies and practices.

26 24. Plaintiff is informed and believes that during the PAGA period, Plaintiff and the
22 Aggrieved Employees were consistently required to work in excess of four (4) hours (or major
23 fraction thereof) without receiving lawful ten (10) minute rest periods, and were not paid one (1)
24 hour of premium wages as the regular rate of compensation in lieu thereof, all in violation of the
25 California Labor Code. Plaintiff and the Aggrieved Employees were required to take short or late
26 rest periods or missed rest periods completely because, for example, the volume of packages they
27 were required to deliver each shift frequently did not leave sufficient time to take all required rest
28 periods on a fully-compliant basis. Accordingly, Plaintiff and the Aggrieved Employees were not

1 provided lawful rest periods and were not provided with one hour of wages in lieu thereof under
2 Defendants' policies and practices.

3 25. Upon information and belief, Defendants failed to provide accurate itemized wage
4 statements to Plaintiff and the Aggrieved Employees. For example, the wage statements provided
5 failed to accurately account for, inter alia, gross wages earned, total hours worked, and net wages
6 earned. Further, Defendants failed to maintain required records.

7 26. Upon information and belief, Defendants failed to timely pay Plaintiff and the
8 Aggrieved Employees who are no longer employed with Defendants all wages due and owing upon
9 separation of employment.

10 27. Upon information and belief, Defendants knew and or should have known that it is
11 improper to implement policies and commit unlawful acts such as:

- 12 (a) failing to pay employees for all wages earned and labor performed each pay
13 period;
- 14 (b) requiring employees to perform work subject to the control of the employer
15 without being compensated at least minimum wages, or overtime wages for
16 overtime hours worked;
- 17 (c) requiring employees to work in excess of five (5) hours or ten (10) hours per
18 day without being provided an uninterrupted thirty- minute meal period
19 and/or a second meal period, and without compensating employees with one
20 (1) hour of pay at the regular rate of compensation for each workday that
26 such a meal period was not provided;
- 22 (d) requiring employees to work four (4) hours or a major fraction thereof
23 without being provided a minimum ten (10) minute rest period and without
24 compensating the employees with one (1) hour of pay at the employees'
25 regular rate of compensation for each workday that a rest period was not
26 provided;
- 27 (e) failing to provide accurate itemized wage statements;
- 28 (f) failing to maintain required records; and

(f) failing to timely pay all wages earned upon separation from Defendants' employ.

28. In addition to the violations above, and on information and belief, Defendants knew they had a duty to compensate Plaintiff and Aggrieved Employees for the allegations asserted herein, and that Defendants had the financial ability to pay such compensation, but willfully, knowingly, recklessly, and/or intentionally failed to do so.

FIRST CAUSE OF ACTION

(Violation of Private Attorneys General Act – Labor Code §§ 2698, *et seq.*)

29. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 28.

30. As a result of the acts alleged above, Plaintiff seeks civil penalties under California Labor Code sections 2698, *et seq.* because of Defendants' violations of Labor Code sections 201-204, 226, 226.2, 226.7, 510, 512, 1174, 1174.5, and 1194.

31. Plaintiff was employed by Defendants within one year of the filing of this complaint and within one year of the written notice served on or about April 26, 2021 and he suffered one or more the Labor Code violations alleged herein.

32. For each violation, Plaintiff, on behalf of himself and other current and former aggrieved employees of Defendants, seeks civil penalties in an amount according to proof at trial based on the following formula: \$100 for each initial violation of each Labor Code section per employee, and \$200 for each subsequent violation of each Labor Code section per employee per pay period.

33. Plaintiff additionally seeks reasonable attorney's fees and costs of suit under Labor Code section 2699(g)(1).

34. Plaintiff has required with all requirements under Labor Code section 2699.3 to bring this civil action against Defendants. On or about April 26, 2021 Plaintiff gave written notice by online filing to the California Labor & Workforce Development Agency ("LWDA"), and by certified mail to all Defendants, of the specific provisions of the Labor Code alleged to have been violated, including the facts and theories to support the alleged violations. The LWDA did not provide written notice of

1 its intent to investigate the alleged violations within 65 calendar days of submission of the written
2 notice.

3 35. This claim does not require class certification as it is brought solely pursuant to
4 PAGA.

5 **PRAYER FOR RELIEF**

6 WHEREFORE, Plaintiff, individually and on behalf of all Other Aggrieved Employees,
7 prays for judgment in her favor and against Defendants, jointly and severally, as follows:

- 8 a) Judgment in favor of Plaintiff and Other Aggrieved Employees working for
9 Defendant in the State of California;
- 10 b) For all penalties and amounts due pursuant to PAGA, including without limitation
11 California Labor Code sections 2698, 2699, 204, 210, 226, 226.3, 226.7, 512, 558,
12 and 1197.1, and distributed in accordance with PAGA;
- 13 c) Reasonable attorneys' fees;
- 14 d) Costs of suit;
- 15 e) Pre-judgment and post-judgment interest as provided by law; and
- 16 f) Such other relief as the Court deems just and proper.

17
18 Dated: November 11, 2021

MAKAREM & ASSOCIATES, APLC

19
20 By: 
26 Ronald W. Makarem
22 Samuel Almon
23 Attorneys for Plaintiff, individually
24 and on behalf of all others similarly aggrieved

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DEMAND FOR JURY TRIAL

Plaintiff and the Aggrieved Employees request a jury trial in this matter.

Dated: November 11, 2021

MAKAREM & ASSOCIATES, APLC

By: 

Ronald W. Makarem
Samuel Almon
Attorneys for Plaintiff, individually
and on behalf of all others similarly aggrieved