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8 SUPERIOR COURT OF THE STATE OF CALIFORNIA
9 FOR THE COUNTY OF SANTA CLARA
10 UNLIMITED JURISDICTION

11 NAJEE SLADE, on behalf of himself and all
12 others similarly situated,

13 *Plaintiff,*

14 vs.

15 GEODIS LOGISTICS, LLC, a Tennessee
16 corporation; GEODIS USA, LLC, a
17 Pennsylvania corporation; and DOES 1
through 50, inclusive,

18 *Defendants.*
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Case No. **21CV387276**

REPRESENTATIVE ACTION

COMPLAINT

1. Civil Penalties (Lab. Code § 2698, *et seq.*)

1 Plaintiff NAJEE SLADE ("Plaintiff"), on behalf of himself and all others similarly situated
2 aggrieved employees, the general public, and the State of California complains and alleges as
3 follows:

4 **INTRODUCTION**

5 1. Plaintiff brings this representative action against Defendants GEODIS LOGISTICS,
6 LLC, a Tennessee corporation; GEODIS USA, LLC, a Pennsylvania corporation; and DOES 1
7 through 50, inclusive, (collectively referred to as "Defendants") for alleged violations of the
8 California Labor Code. As set forth below, Plaintiff alleges that Defendants have:

- 9 (1) failed to provide Plaintiff and the aggrieved employees with meal periods;
- 10 (2) failed to provide them with rest periods;
- 11 (3) failed to pay them premium wages for missed meal and/or rest periods;
- 12 (4) failed to pay them premium wages for missed meal and/or rest periods at the regular
13 rate of pay;
- 14 (5) failed to pay them at least minimum wage for all hours worked;
- 15 (6) failed to pay them overtime wages at the correct rate;
- 16 (7) failed to pay them double time wages at the correct rate;
- 17 (8) failed to pay them overtime and/or double time wages by failing to include all
18 applicable remuneration in calculating the regular rate of pay;
- 19 (9) failed to provide them with accurate written wage statements; and
- 20 (10) failed to pay them all of their final wages following separation of employment.

21 Based on these alleged violations, Plaintiff now brings this representative action to recover
22 civil penalties, and related relief on behalf of himself, all other aggrieved employees, and the State
23 of California.

24 **JURISDICTION AND VENUE**

25 2. This Court has subject matter jurisdiction to hear this case because the penalties sought
26 by Plaintiff from Defendants exceeds the minimal jurisdictional limits of the Superior Court of the
27 State of California.

28 3. Venue is proper in the County of Santa Clara pursuant to Code of Civil Procedure §§

1 393(a), 395(a) and 395.5 in that liability arose there, because at least some of the transactions that are
2 the subject matter of this Complaint occurred therein and/or each defendant is found, maintains
3 offices, transacts business, and/or has an agent therein.

4 **PARTIES**

5 4. Plaintiff is and was, and at all relevant times mentioned herein, an individual
6 residing in the State of California.

7 5. Plaintiff is informed and believes, and thereupon alleges that Defendant GEODIS
8 LOGISTICS, LLC is, and at all relevant times mentioned herein, a Tennessee corporation doing
9 business in the State of California.

10 6. Plaintiff is informed and believes, and thereupon alleges that Defendant GEODIS
11 USA, LLC is, and at all relevant times mentioned herein, a Pennsylvania corporation doing business
12 in the State of California.

13 7. Plaintiff is ignorant of the true names and capacities of the defendants sued herein as
14 DOES 1 through 50, inclusive, and therefore sues these defendants by such fictitious names.
15 Plaintiff will amend this Complaint to allege the true names and capacities of the DOE defendants
16 when ascertained. Plaintiff is informed and believes, and thereupon alleges, that each of the
17 fictitiously named defendants are responsible in some manner for the occurrences, acts and
18 omissions alleged herein and that Plaintiff's alleged damages were proximately caused by these
19 defendants, and each of them. Plaintiff will amend this complaint to allege both the true names and
20 capacities of the DOE defendants when ascertained.

21 8. Plaintiff is informed and believes, and thereupon alleges that, at all relevant times
22 mentioned herein, some or all of the defendants were the representatives, agents, employees,
23 partners, directors, associates, joint venturers, joint employers, principals, or co-participants of some
24 or all of the other defendants, and, in doing the things alleged herein, were acting within the course
25 and scope of such relationship and with the full knowledge, consent, and ratification by such other
26 defendants.

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9. Plaintiff worked for Defendants as an hourly, non-exempt employee during the applicable statutory period.

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1 of six (6) hours or more; (2) no formal compliant written rest period policy that encouraged
2 employees to take their rest periods, or that properly advised putative aggrieved employees of their
3 rest period rights; (3) Defendants' policy and practice of requiring putative aggrieved employees to
4 remain on the premises during their rest breaks; (4) Defendants' policy and practice of requiring
5 putative aggrieved employees to continue working through their rest breaks due to the excessive
6 workload.

7 14. Additionally, the uncompensated time spent waiting for the time clock to boot-up,
8 and security lines, denied Plaintiff and aggrieved employees the opportunity to take their full, duty
9 free, 10-minute rest periods, as required by law.

10 15. Furthermore, and as discussed above, Defendants failed to pay Plaintiff and
11 aggrieved employees premium pay wages at their appropriate regular rates of pay for each meal and
12 rest period denied.

13 **Wage Statements**

14 16. Plaintiff and the putative class were not provided with accurate wage statements as
15 mandated by law pursuant to Labor Code section 226. Specifically, Defendants failed to issue wage
16 statements as "a detachable part of the check, draft, or voucher paying the employee's wages, or
17 separately if wages are paid by personal check or cash, an accurate itemized statement in writing."
18 Additionally, the wage statements issued to Plaintiff and aggrieved employees were not recorded in
19 "ink or other indelible form."

20 17. Defendants failed to comply with Labor Code section 226(a)(1) as "gross wages
21 earned" were not accurately reflected in that: all hours worked, including overtime, were not
22 included.

23 18. Defendants failed to comply with Labor Code section 226(a)(2) as "total hours
24 worked by the employee" were not accurately reflected in that: all hours worked, including
25 overtime, were not included.

26 19. Defendants failed to comply with Labor Code section 226(a)(5) as "net wages
27 earned" were not accurately reflected in that: all hours worked, including overtime, were not
28 included.

20. Defendants failed to comply with Labor Code section 226(a)(9) as “all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee” were not accurately reflected in that: all hours worked, including overtime, were not included.

21. Furthermore, Defendants failed to provide Plaintiff and Aggrieved employees with paper pay stubs as required by Labor Code § 226, applicable Wage Orders, and DLSE Opinion Letters. Plaintiff's and aggrieved employees' wage statement were only provided in electronic format in violation of Labor Code § 226.

FIRST CAUSE OF ACTION

CIVIL PENALTIES

(Lab. Code §§ 2698 *et seq.*)

22. Plaintiff incorporates the preceding paragraphs as if fully alleged herein.

23. During the applicable limitations period, Defendants have violated Labor Code §§ 201, 202, 203, 204, 223, 226(a), 226.7, 510, 512, 1194, 1197, and 1198.

24. Labor Code §§ 2699(a) and (g) authorize an aggrieved employee, on behalf of himself and other current and former employees, to bring a representative civil action to recover civil penalties pursuant to the procedures set forth in Labor Code § 2699.3 that may, but need not, be brought or maintained as a class action pursuant to Code of Civil Procedure section 382.

25. Plaintiff, a former employee against whom Defendants committed one or more of the alleged Labor Code violations during the applicable limitations period, is an aggrieved employee within the meaning of Labor Code § 2699(c).

26. Plaintiff has complied with the procedures for bringing suit specified in Labor Code § 2699.3.

27. Pursuant to Labor Code sections 2699(a) and (f), Plaintiff seeks the following civil penalties for Defendants' violations of Labor Code §§ 201, 202, 203, 204, 210, 223, 226(a), 226.7, 510, 512, 1174, 1194, 1197, and 1198, and applicable Industrial Welfare Commission Wage Orders:

i. For violations of Labor Code §§ 201, 202, 203, 212, 226.7, 1174, 1194, and 1198, one hundred dollars (\$100) for each employee per pay period for each

1 initial violation and two hundred dollars (\$200) for each employee per pay
2 period for each subsequent violation (penalties set by Labor Code §
3 2699(f)(2));

4 ii. For violations of Labor Code § 203, a penalty in an amount not exceeding
5 thirty (30) days' pay as waiting time (penalties set by Labor Code § 256);

6 iii. For violations of Labor Code § 204, one hundred dollars (\$100) for each
7 employee for each initial violation that was neither willful nor intentional,
8 two hundred dollars (\$200) for each employee, plus 25% of the amount
9 unlawfully withheld from each employee, for each initial violation that was
10 either willful or intentional, and two hundred dollars (\$200) for each
11 employee, plus twenty-five percent (25%) of the amount unlawfully withheld
12 from each employee, for each subsequent violation, regardless of whether the
13 subsequent violation was either willful or intentional (penalties set by Labor
14 Code § 210);

15 iv. For violations of Labor Code § 223, one hundred dollars (\$100) for each
16 employee for each initial violation that was neither willful nor intentional,
17 two hundred dollars (\$200) for each employee, plus twenty-five percent
18 (25%) of the amount unlawfully withheld from each employee, for each
19 initial violation that was either willful or intentional, and two hundred dollars
20 (\$200) for each employee, plus twenty-five percent (25%) of the amount
21 unlawfully withheld from each employee, for each subsequent violation,
22 regardless of whether the subsequent violation was either willful or
23 intentional (penalties set by Labor Code § 225.5);

24 v. For violations of Labor Code § 226(a), if this action is deemed to be an initial
25 citation, two hundred and fifty dollars (\$250) for each employee for each
26 violation. Alternatively, if an initial citation or its equivalent occurred before
27 the filing of this action, one thousand dollars (\$1,000) for each employee for
28 each violation (penalties set by Labor Code § 226.3);

vi. For violation of Labor Code §§ 510 and 512, fifty dollars (\$50) for each employee for each initial pay period for which the employee was underpaid, and one hundred dollars (\$100) for each employee for each subsequent pay period for which the employee was underpaid (penalties set by Labor Code § 558);

vii. For violations of Labor Code § 1197, one hundred dollars (\$100) for each aggrieved employee for each initial violation of Labor Code § 1197 that was intentional and two hundred and fifty dollars (\$250) for each aggrieved employee per pay period for each subsequent violation of Labor Code § 1197, regardless of whether the initial violation was intentional (penalties set by Labor Code § 1197.1);

viii. Pursuant to Labor Code § 2699(g), Plaintiff seeks an award of reasonable attorneys' fees and costs in connection with Plaintiff's claims for civil penalties.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff, on behalf of himself, all others similarly situated aggrieved employees, the general public, and the State of California, prays for relief and judgment against Defendants as follows:

- (1) Pre-judgment interest;
- (2) Civil penalties;
- (3) Costs of suit;
- (4) Reasonable attorneys' fees; and
- (5) Such other relief as the Court deems just and proper.

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1 Dated: September 30, 2021

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5 DAVID KELEDJIAN
6 Attorneys for Plaintiff
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