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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

QUENTIN FRAZIER, individually, and on
behalf of Aggrieved Employees pursuant to the
California Private Attorneys General Act;

Plaintiff,

vs.

GREENWICH LOGISTICS, LLC, a Delaware
limited liability corporation; and DOES 1 through
25, inclusive,

Defendants.

Case No. **21STCV35080**

**COMPLAINT FOR ENFORCEMENT
ACTION UNDER THE PRIVATE
ATTORNEYS GENERAL ACT,
CALIFORNIA LABOR CODE §§ 2698 ET
SEQ.**

DEMAND FOR JURY TRIAL

COMES NOW, Plaintiff QUINTEN FRAZIER (“Plaintiff”) (“Plaintiff”), individually, and on behalf of other aggrieved employees pursuant to the California Labor Code Private Attorneys General Act, and alleges as follows:

INTRODUCTION

1. This is an enforcement action under the California Labor Code Private Attorneys General Act of 2004, California Labor Code sections 2698, et seq. (“PAGA”) to recover civil penalties on behalf of Plaintiff, the State of California, and all individuals who worked for Defendants in the State of California as hourly-paid and/or non-exempt employees at any time during the period from August 10, 2020 to final judgment (“Aggrieved Employees”).

2. GREENWICH LOGISTICS, LLC and/or DOES 1 through 25 (collectively “Defendants”), provide courier and/or delivery services for online and other retailers throughout California.

3. Plaintiff alleges, on behalf of herself and the Aggrieved Employees, that Defendants systematically stripped their employees of earned and accrued vacation time wages, earned pursuant to Defendants’ own policies, and failed and/or refused to pay Plaintiff and the Aggrieved Employees wages equivalent to this earned and accrued vacation time. Having stripped Plaintiff and Aggrieved employees of earned wages, Defendants thereafter issued inaccurate wage statements which misstated the wages duly earned by its employees.

4. As a result, Defendants violated California Labor Code sections 201, 202, 226(a) and 227.3. Through this action, Plaintiff seeks to recover all available remedies under PAGA, including, but not limited to, civil penalties and attorney’s fees and costs.

JURISDICTION AND VENUE

5. This is an enforcement action under the California Labor Code Private Attorneys General Act of 2004, California Labor Code sections 2698, et seq. (“PAGA”) to recover civil penalties on behalf of Plaintiff, the State of California, and all individuals who worked for Defendants in the State of California as hourly-paid and/or non-exempt employees at any time during the period from August 10, 2020 to final judgment (“Aggrieved Employees”).

6. Defendant Greenwich Logistics, LLC, ("Greenwich"), a Delaware limited liability

1 corporation, and DOES 1 through 25, inclusive (collectively, "Defendants") regularly conduct
2 business in California and Los Angeles County.

3 7. This Court has jurisdiction over this action pursuant to the California Constitution,
4 Article VI, section 10. The statutes under which this action is brought do not specify any other basis
5 for jurisdiction.

6 8. This Court has jurisdiction over all Defendants because, upon information and belief,
7 Defendants are citizens of California, have sufficient minimum contacts in California, or otherwise
8 intentionally avail themselves of the California market so as to render the exercise of jurisdiction over
9 them by California courts consistent with traditional notions of fair play and substantial justice.
10 Further, no federal question is at issue because the claims asserted herein are based solely on California
11 law.

12 9. Venue is proper in the judicial district and the County of Los Angeles, California,
13 because Plaintiff and many of the Aggrieved Employees worked for Defendants in the County of Los
14 Angeles. Upon information and belief, Defendants maintain offices, have agents, employ individuals,
15 and/or transact business in the State of California, County of Los Angeles.

16 **THE PARTIES**

17 10. At all times herein mentioned, Plaintiff Quentin Frazier was a resident of the County
18 of Los Angeles, State of California.

19 11. At all times herein mentioned, Defendant Greenwich, a Delaware limited liability
20 corporation, was and is an employer whose employees are engaged in the State of California, including
21 the County of Los Angeles.

22 12. Plaintiff is unaware of the true names or capacities of the Defendants sued herein under
23 the fictitious names DOES 1 through 100 but will seek leave of this Court to amend the complaint and
24 serve such fictitiously named Defendants once their names and capacities become known.

25 13. Plaintiff is informed and believes, and based thereon alleges, that each and all of the
26 acts and omissions alleged herein were performed by, or are attributable to Defendant GREENWICH
27 LOGISTICS, LLC and/or DOES 1 through 25 (collectively "Defendants"), each acting as the agent,
28 employee, alter ego, and/or joint venturer of, or working in concert with, each of the other co-

1 Defendants and within the course and scope of such agency, employment, joint venture, or concerted
2 activity with legal authority to act on the others' behalf. The acts of any and all Defendants represent
3 and were in accordance with Defendants' official policy.

4 14. At all relevant times, Defendants were the employer of Plaintiff within the meaning of
5 all applicable laws and statutes. Defendants directly or indirectly controlled or affected the working
6 conditions, wages, working hours, and conditions of employment of Plaintiffs and the putative class
7 so as to make each of said Defendants employers and employers liable under the statutory provisions
8 set forth herein.

9 15. At all relevant times, Defendants were the employers of Plaintiff within the meaning
10 of all applicable state laws and statutes. Defendants directly or indirectly controlled or affected the
11 working conditions, wages, working hours, and conditions of employment of Plaintiff so as to make
12 each of said Defendants employers and employers liable under the statutory provisions set forth herein.

13 16. Defendants had the authority to hire and terminate Plaintiff and the Aggrieved
14 Employees, to set work rules and conditions governing Plaintiff and the Aggrieved Employees'
15 employment, and to supervise their daily employment activities.

16 17. Defendants exercised sufficient authority over the terms and conditions of Plaintiff's
17 and the Aggrieved Employees' employment for them to be joint employers of Plaintiff and the
18 Aggrieved Employees.

19 18. Defendants directly hired and paid wages and benefits to Plaintiff and the Aggrieved
20 Employees.

21 19. At all relevant times, Defendants, and each of them, ratified each and every act or
22 omission complained of herein. At all relevant times, Defendants, and each of them, aided and abetted
23 the acts and omissions of each and all the other Defendants in proximately causing the damages herein
24 alleged.

25 20. Plaintiff is informed and believes, and based thereon alleges, that each of said
26 Defendants is in some manner willfully, intentionally, negligently, or otherwise responsible for the
27 acts, omissions, occurrences, and transactions alleged herein.
28

GENERAL ALLEGATIONS

21. Throughout the relevant period, Defendants maintained policies by which employees, including Plaintiff and Aggrieved Employees, earned and accrued vacation wages.

22. Throughout his employment, Plaintiff earned vacation wages pursuant to Defendants' policies. However, in or around July 2020, without warning or explanation, Defendants stripped employees, including Plaintiff and Aggrieved Employees, of their earned and accrued vacation wages. These employees did not utilize this earned and accrued vacation time and were not paid their earned and accrued vacation time as wages. Shortly thereafter, in or around August 2020, Defendants terminated, discharged and/or laid off the vast majority of its California employees. Defendants failed to pay Plaintiff and Aggrieved Employees the wage equivalent of their earned and accrued vacation wages upon termination of their employment. To date, Defendants have willfully failed to pay Plaintiff and Aggrieved Employees all wages due to him upon termination.

PAGA ALLEGATIONS

23. At all times set forth herein, PAGA was applicable to Plaintiff's employment by Defendants.

24. At all times set forth herein, PAGA provides that any provision of law under the California Labor Code that provides for a civil penalty, including unpaid wages and premium wages, to be assessed and collected by the California Labor & Workforce Development Agency ("LWDA") for violations of the California Labor Code may, as an alternative, be recovered through a civil action brought by an aggrieved employee on behalf of herself and other current or former employees pursuant to procedures outlined in California Labor Code section 2699.3.

25. Pursuant to PAGA, a civil action may be brought by an "aggrieved employee," who is any person that was employed by the alleged violator and against whom one or more of the alleged violations was committed.

26. Plaintiff was employed by Defendants and the alleged violations were committed against him during his time of employment and he is, therefore, an aggrieved employee. Plaintiff and the other employees are "aggrieved employees" as defined by California Labor Code section 2699(c) in that they are current or former employees of Defendants and one or more of the alleged violations

1 were committed against them.

2 27. Pursuant to California Labor Code sections 2699.3 and 2699.5, an aggrieved employee,
3 including Plaintiff, may pursue a civil action arising under PAGA after the following requirements
4 have been met:

5 (a) The aggrieved employee shall give written notice by certified mail (hereinafter
6 “Employee’s Notice”) to the LWDA and the employer of the specific provisions of the
7 Labor Code alleged to have been violated, including the facts and theories to support the
8 alleged violations.

9 (b) The LWDA shall provide notice (hereinafter “LWDA Notice”) to the employer and the
10 aggrieved employee by certified mail that it does not intend to investigate the alleged
11 violation within sixty (60) calendar days of the postmark date of the Employee’s Notice.
12 Upon receipt of the LWDA Notice, or if the LWDA Notice is not provided within sixty
13 five (65) calendar days of the postmark date of the Employee’s Notice, the aggrieved
14 employee may commence a civil action pursuant to California Labor Code section 2699
15 to recover civil penalties in addition to any other penalties to which the employee may be
16 entitled.

17 28. On July 30, 2021, Plaintiff provided notice by electronic submission to the LWDA and
18 by certified mail to Defendants regarding the specific provisions of the Labor Code alleged to have
19 been violated, including the facts and theories to support the alleged violations, pursuant to Labor Code
20 section 2699.3.

21 29. Therefore, the administrative prerequisites under California Labor Code section
22 2699.3(a) to recover civil penalties against Defendants, in addition to other remedies for violations of
23 California Labor Code sections 201, 202, 203, 226(a) and 227.3 will have been satisfied upon
24 expiration of the sixty-five day notice period.

25 **FIRST CAUSE OF ACTION**

26 **Violation of California Labor Code §§ 2698, Et Seq.**

27 **(Against All Defendants)**

28 30. Plaintiff incorporates herein by specific reference, as though fully set forth, the

1 allegations in all preceding paragraphs.

2 31. PAGA expressly establishes that any provision of the California labor Code which
3 provides for a civil penalty to be assessed and collected by the LWDA, or any of its departments,
4 divisions, commissions, boards, agencies or employees for a violation of the California Labor Code,
5 may be recovered through a civil action brought by an aggrieved employee on behalf of himself or
6 herself, and other current or former employees.

7 32. Whenever the LWDA, or any of its departments, divisions, commissions, boards,
8 agencies, or employees has discretion to assess a civil penalty, a court in a civil action is authorized to
9 exercise the same discretion, subject to the same limitations and conditions, to assess a civil penalty.

10 33. Plaintiff and the other hourly-paid, non-exempt employees are “Aggrieved Employees”
11 as defined by California Labor Code section 2699(c) in that they are all current or former employees
12 of Defendants, and one or more of the alleged violations were committed against them.

13 34. Defendants’ conduct, as alleged herein, violates numerous sections of the California
14 Labor Code, including, but not limited to, the following:

- 15 a. Violation of California Labor Code sections 201, and 202 for failure to pay all wages at
16 time of discharge from employment
- 17 b. Violation of California Labor Code section 227.3 for failure to pay Plaintiff and
18 Aggrieved Employees earned vacation time as wages upon separation from employment;
19 and
- 20 c. Violation of California Labor Code section 226(a) for failure to provide accurate wage
21 statements to Plaintiff and Aggrieved Employees, as set forth more fully below

22 35. Pursuant to PAGA, and in particular Labor Code sections 2699(a), 2699.3, and
23 2699.5, Plaintiff, acting in the public interest as a private attorney general, seeks assessment and
24 collection of civil penalties for Plaintiff, all Aggrieved Employees, and the State of California against
25 Defendants, in addition to other remedies, for violations of Labor Code sections set forth herein.
26 Pursuant to California Labor Code section 2699(i), civil penalties recovered by Aggrieved Employees
27 shall be distributed as follows: seventy-five percent (75%) to the LWDA for the enforcement of labor
28 laws and education of employers and employees about their rights and responsibilities and twenty-

1 five (25%) to the Aggrieved Employees. Further, and as authorized by the California Labor Code
2 sections 210, 218.5, and 2699, Plaintiff seeks recovery of her attorneys' fees and costs.

3 **Failure to Timely Pay Wages Upon Termination**

4 36. Pursuant to California Labor Code sections 201, 202, and 203, Defendants are required
5 to pay all earned and unpaid wages to an employee who is discharged. California Labor Code section
6 201 mandates that if an employer discharges an employee, the employee's wages accrued and unpaid
7 at the time of discharge are due and payable immediately. California Labor Code section 202 mandates
8 that if an employee quits, his or her wages shall become due and payable not later than seventy-two
9 (72) hours thereafter, unless the employee has given seventy-two (72) hours notice of his or her
10 intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.

11 37. California Labor Code section 203 provides that if an employer willfully fails to pay, in
12 accordance with California Labor Code sections 201 and 202, any wages of an employee who is
13 discharged or who quits, the wages of the employee shall continue as a penalty from the due date
14 thereof at the same rate until paid or until an action therefore is commenced; but the wages shall not
15 continue for more than thirty (30) days.

16 38. At the time that Plaintiff and the Aggrieved Employees' employment with Defendants
17 ended, Defendants knowingly and willfully failed to pay Plaintiff and the Aggrieved Employees all
18 wages owed to them pursuant to California Labor Code sections 201 and 202, including earned and
19 accrued vacation wages.

20 **Failure to Provide Compliant Wage Statements**

21 39. At all relevant times set forth herein, California Labor Code section 226(a) provides that
22 every employer shall furnish each of its employees an accurate itemized statement in writing showing
23 (1) gross wages earned, (2) total hours worked by the employee, (3) the number of piece-rate units
24 earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions,
25 provided that all deductions made on written orders of the employee may be aggregated and shown as
26 one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7)
27 the name of the employee and his or her social security number, (8) the name and address of the legal
28 entity that is the employer, and (9) all applicable hourly rates in effect during the pay period and the

1 corresponding number of hours worked at each hourly rate by the employee. The deductions made
2 from payments of wages shall be recorded in ink or other indelible form, properly dated, showing the
3 month, day, and year, and a copy of the statement or a record of the deductions shall be kept on file by
4 the employer for at least three years at the place of employment or at a central location within the State
5 of California.

6 40. Defendants have intentionally and willfully failed to provide employees with complete
7 and accurate wage statements. The deficiencies include, among other things, the failure to state all
8 correct rates of pay, all hours worked, and an accurate statement of earned vacation time/wages.

9 **PRAYER FOR RELIEF**

10 Plaintiff prays for relief and judgment against Defendants, jointly and severally, as follows:

11 1. For civil penalties pursuant to California Labor Code sections 2699(a), (f), and (g), plus
12 costs and attorneys' fees for violation of California Labor Code sections 201, 202, 203, 204, 226(a),
13 227.3; and

14 2. For such other and further relief as the Court may deem proper.

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16
17 Dated: September 22, 2021

BLACKSTONE LAW, APC

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19 By:



20 Jonathan M. Genish
21 Attorneys for Plaintiff Quentin Frazier
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