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**FILED**
Superior Court of California
County of Los Angeles
04/15/2024
David W. Slayton, Executive Officer / Clerk of Court
By: E. Muñoz Deputy

**SUPERIOR COURT OF THE STATE OF CALIFORNIA**

**FOR THE COUNTY OF LOS ANGELES**

FRANCISCO HERNANDEZ, LUCIANO ESQUEDA, EFRAIN IBARRA, CARLOS LOPEZ, RAMON ALCALA NAVARRO, as individuals and on behalf of all others similarly situated,

Plaintiffs,

vs.

GOLD POINT TRANSPORTATION, INC., a California corporation; and DOES 1 through 100, inclusive,

Defendants.

Case No.: 21STCV35686

**SECOND AMENDED CLASS AND REPRESENTATIVE ACTION COMPLAINT:**

**(1) FAILURE TO PAY ALL MINIMUM WAGES OWED (LABOR CODE §§ 1194, 1194.2, 1197, 1197.1);**

**(2) FAILURE TO PROVIDE ACCURATE, ITEMIZED WAGE STATEMENTS (LABOR CODE § 226 *et seq.*);**

**(3) FAILURE TO REIMBURSE NECESSARY BUSINESS EXPENSES (LABOR CODE § 2802);**

**(4) UNLAWFUL DEDUCTIONS FROM WAGES (LABOR CODE § 221);**

**(5) FAILURE TO PAY ALL WAGES OWED UPON TERMINATION (LABOR CODE §§ 201-203);**

**(6) UNFAIR COMPETITION (BUS & PROF CODE § 17200 *et seq.*); and**

**(7) CIVIL PENALTIES UNDER THE LABOR CODE PRIVATE ATTORNEYS GENERAL ACTION OF 2004 (LABOR CODE § 2698 *et seq.*)**

**DEMAND FOR JURY TRIAL**

**UNLIMITED CIVIL CASE**

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Plaintiffs Francisco Hernandez, Luciano Esqueda, Carlos Lopez and Ramon Alcala Navarro (collectively, "Plaintiffs"), on behalf of themselves and all others similarly situated, hereby bring this Second Amended Class and Representative Action Complaint ("SAC") against Defendant GOLD POINT TRANSPORTATION, INC., a California corporation; and DOES 1 to 100, inclusive (collectively "Defendants"), and on information and belief allege as follows:

**JURISDICTION**

1. Plaintiffs, on behalf of themselves and all others similarly situated, hereby bring this SAC for recovery of unpaid wages and penalties under California Business & Professions Code § 17200 *et. seq*., Labor Code §§ 201-204, 221, 226 *et seq.*, 226.8, 1194, 1194.2, 1197, 1197.1, 2802, and 2698 *et seq*., and Industrial Welfare Commission Wage Order 9 ("Wage Order 9"), in addition to seeking declaratory relief and restitution. This SAC is brought pursuant to California Code of Civil Procedure § 382. This Court has jurisdiction over Defendants' violations of the California Labor Code because the amount in controversy exceeds this Court's jurisdictional minimum.

**VENUE**

2. Venue as to each Defendant is proper in this judicial district pursuant to Cal. Code of Civ. Proc. §§ 395(a) and 395.5, as at least some of the acts and omissions complained of herein occurred in the County of Los Angeles. Defendants own, maintain offices, transact business, have agent(s) within the County of Los Angeles, and/or otherwise are found within the County of Los Angeles, and Defendants are within the jurisdiction of this Court for purposes of service of process.

**PARTIES**

3. Plaintiffs are all individuals over the age of eighteen (18). At all relevant times herein, Plaintiffs were and currently are, California residents. During the four years immediately preceding the filing of the lawsuit in this action and within the statute of limitations periods applicable to each cause of action pled herein, Plaintiffs were employed by Defendants as drivers. Plaintiffs were, and are, victims of Defendants' policies and/or practices complained of herein, lost money and/or property, and has been deprived of the rights guaranteed by Labor

Code §§ 201-204, 221, 226 *et seq.*, 226.8, 1194, 1194.2, 1197, 1197.1, 2802, and 2698 *et seq.*; California Business & Professions Code § 17200 *et seq.* ("Unfair Competition Law"); and Wage Order 9, which sets employment standards for occupations in the transportation industry, which includes the industry in which Plaintiffs work/worked for Defendants.

4. Plaintiffs are informed and believe, and based thereon allege, that during the four years preceding the filing of the lawsuit and continuing until December 31, 2022, Defendants did business by being one of the leading drayage carriers (transporter of goods in the shipping and logistics industry) within Southern California. Established in 1996, they have been providing service from the Port of Long Beach and Port of Los Angeles and rails with over 240 trucks/drivers to their customers. Their services areas include all of California, Nevada, Arizona and Utah as well as border crossing services into Mexico. Defendants employed Plaintiff and other, non-exempt employees within, among other counties, Los Angeles County and the state of California and, therefore, were (and are) doing business in Los Angeles County and the State of California.

5. Plaintiffs do not know the true names or capacities, whether individual, partner, or corporate, of the defendants sued herein as DOES 1 to 100, inclusive, and for that reason, said defendants are sued under such fictitious names, and Plaintiffs will seek leave from this Court to amend this lawsuit when such true names and capacities are discovered. Plaintiff are informed and believe, and based thereon allege, that each of said fictitious defendants, whether individual, partners, or corporate, were responsible in some manner for the acts and omissions alleged herein, and proximately caused Plaintiffs and the Classes (as defined in Paragraph 20 below) to be subject to the unlawful employment practices, wrongs, injuries and damages complained of herein.

6. Plaintiffs are informed and believe, and thereon allege, that at all times mentioned herein, Defendants were and are the employers of Plaintiff and all members of the Classes.

7. At all times herein mentioned, each of said Defendants participated in the doing of the acts hereinafter alleged to have been done by the named Defendants; and furthermore, the Defendants, and each of them, were the agents, servants, and employees of each and every one

of the other Defendants, as well as the agents of all Defendants, and at all times herein mentioned were acting within the course and scope of said agency and employment. Defendants, and each of them, approved of, condoned, and/or otherwise ratified each and every one of the acts or omissions complained of herein.

8. At all times mentioned herein, Defendants, and each of them, were members of and engaged in a joint venture, partnership, and common enterprise, and acting within the course and scope of and in pursuance of said joint venture, partnership, and common enterprise. Further, Plaintiffs allege that all Defendants were joint employers for all purposes of Plaintiffs and all members of the Classes.

## GENERAL FACTUAL ALLEGATIONS

9. Plaintiff Francisco Hernandez, a current employee, has been employed by Defendants as a driver for approximately eighteen years through the present.

10. Plaintiff Luciano Esqueda, a current employee, has been employed by Defendants as a driver for approximately eight years through the present.

11. Plaintiff Carlos Lopez, a current employee, has been employed by Defendants as a driver from approximately May 15, 2005 through the present.

12. Plaintiff Ramon Alcala Navarro, a current employee, has been employed by Defendants as a driver for approximately five years through the present.

13. During their employment, Plaintiffs have been truck drivers performing various job duties, including without limitation, transporting general commodities, containers, chassis, and/or trailers. During Plaintiffs; employment, Defendants have unlawfully and willfully misclassified Plaintiffs and other drivers as independent contractors. Thus, Defendants willfully and wrongfully denied Plaintiffs and the members of the Classes of their rights to the protections afforded to employees under the California Labor Code and applicable Wage Order of the Industrial Welfare Commission. Indeed, Plaintiffs are informed and believe, and based thereon allege, that, during all relevant times herein mentioned, Defendants knew or should have known that it had a duty to properly classify Plaintiffs and other drivers as employees, and properly

compensate them, and that Defendants had the financial ability to do so and pay such compensation, but willfully, knowingly, and intentionally failed to do so in order to increase their profits.

14. Plaintiffs and the other similarly situated drivers provide trucking/delivery services which are directly part of Defendants' regular business as a transportation/delivery company. The services they provide to Defendants are the kind of work typically done by an employee under the direction of an employer. Defendants maintain the trucks and center of operations at its yards in Wilmington and San Diego, California, which serves as the base of operations for Plaintiffs and other similarly situated drivers.

15. In connection with their employment with Defendants, Plaintiffs and other similarly situated drivers would be required to drive to Defendants' yards in either Wilmington or San Diego, California every morning in their personal vehicles to then gain access to the trucks that Defendants required them to purchase and use to perform their job duties. After performing their duties for a particular shift, Plaintiffs would then be required to return the trucks back to Defendants' yards every evening. Indeed, Defendants controlled and directed Plaintiffs and the other drivers in connection with the performance of their work, in terms of when and how to pick up their trucks, when and how to pick up and make deliveries, and how to otherwise perform their job duties.

16. While unlawfully and willfully misclassified by Defendant as independent contractors, Plaintiffs and the and other similarly situated drivers were/are paid per load on a flat rate. As a result, Plaintiffs and the and other similarly situated drivers were not separately compensated for time spent working on tasks unrelated to paid loads, including, without limitation, time spent on pre- and post-trip truck inspections, time spent fueling the trucks, time spent completing paperwork and time spent maintaining/washing the trucks. As a result, Plaintiff and other similarly situated drivers were not paid at least the minimum wage for all hours worked.

17. As a result of Defendants' failure to pay all minimum wages, Defendants maintained inaccurate payroll records and issued inaccurate wage statements to Plaintiffs and

other similarly situated drivers. Nevertheless, because Defendants misclassified Plaintiffs and other similarly situated drivers as independent contractors, they failed to provide Plaintiffs with any accurate wage statements as required by Labor Code section 226.

18. Defendants also failed to reimburse Plaintiffs for necessary business expenses incurred throughout the relevant time period. Defendants required their drivers who were misclassified as independent contractors, including Plaintiffs, to pay for, among other things, expenses related to the purchase of Defendants' trucks, insurance fees/costs, equipment repair costs, maintenance, unloaded mileage, tolls, licensing, fuel and taxes. Despite these requirements, Defendants did not reimburse Plaintiffs for incurring these necessary business expenses in violation of California law. Further, Defendants illegally deducted such expenses from wages owed, in further violation of California law.

19. Effective January 1, 2023, Defendants no longer provided any trucking delivery services in California and no longer contracted with any individuals as independent contractors to provide trucking delivery services. As such, all individuals Defendants classified as independent contractors were separated as of January 1, 2023. Based on Defendants' failure to pay all wages owed to Plaintiffs and the members of the putative classes, Defendants failed to pay all wages to Plaintiffs and the members of the putative classes upon their separation of employment.

## CLASS ACTION ALLEGATIONS

20. **Class Definitions**: Plaintiffs bring this action on behalf of themselves and the following Classes pursuant to § 382 of the Code of Civil Procedure:

a. The Minimum Wage Class consists of all of Defendants' current and former California-based drivers whom they classified as independent contractors, during the four years preceding the filing of the lawsuit through December 31, 2022.

b. The Expense Reimbursement Class consists of all consists of all of Defendants' current and former California-based drivers whom they classified as independent contractors and who incurred expenses in the discharge of their duties, during the

four years immediately preceding the filing of the lawsuit through December 31, 2022.

c. The Wage Statement Class consists of all members of the Minimum Wage Class, during the one year immediately preceding the filing of the lawsuit through December 31, 2022.

d. The Unlawful Deductions From Wages Class consists of all consists of all of Defendants' current and former California-based drivers whom they classified as independent contractors, during the four years preceding the filing of the lawsuit through December 31, 2022.

e. The Waiting Time Penalty Class consists of all members of the: (i) Minimum Wage Class; and (ii) Unlawful Deductions from Wages Class, who separated their employment with Defendants at any time from April 8, 2021 through the present.

f. The UCL Class consists of members of the: (i) Minimum Wage Class; (ii) Expense Reimbursement Class; (iii) Wage Statement Class; (iv) Unlawful Deductions From Wages Class; and (v) Waiting Time Penalty Class, during the four years immediately preceding the filing of the lawsuit through December 31, 2022.

21. Plaintiffs reserve the right under Rule 3.765(b) of the California Rules of Court, to amend or modify the description of the various classes with greater specificity or further division into subclasses or limitation to particular issues.

22. **Numerosity/Ascertainability**: The members of the Classes are so numerous that joinder of all members would be unfeasible and not practicable. The membership of the Classes is unknown to Plaintiffs at this time; however, it is estimated that the members of the Classes number greater than one hundred (100) individuals. The identity of such membership is readily ascertainable via inspection of Defendants' business records.

23. **Common Questions of Law and Fact Predominate/Well Defined Community of Interest**: There are common questions of law and fact as to Plaintiffs and all other similarly

situated drivers, which predominate over questions affecting only individual members. Those common questions include, without limitation:

i. Whether Defendants properly paid all minimum wages and/or paid for all hours worked pursuant to Labor Code §§ 204, 1194, 1194.2, 1197, 1197.1 and 1198;

ii. Whether it was necessary for members of the Expense Reimbursement Class to incur expenses to perform and discharge their job duties, and whether Defendants knew or should have known of said incurring of such business expenses;

iii. Whether Defendants' policies and practices (or lack thereof) for reimbursing members of the Expense Reimbursement Class violated California law;

iv. Whether Defendants' policies and practices for unlawfully deducting wages from members of the Unlawful Wage Deductions Class violated California law;

v. Whether Defendants provided accurate, itemized wage statements to members of the Classes;

vi. Whether Defendants paid all final wages owed to their terminated/separated employees at the time of said termination/separation pursuant to Labor Code §§ 201-203; and

vii. Whether Defendants engaged in unlawful, unfair, illegal, and/or deceptive business practices by and through the wage and hour policies and practices described above, and whether as a result Defendants owe the classes restitution.

24. **Predominance of Common Questions**: Common questions of law and fact predominate over questions that affect only individual members of the Classes. The common questions of law set forth above are numerous and substantial and stem from Defendants' policies and/or practices applicable to each individual class member, such as Defendants' uniform timekeeping, minimum wage payment, wage deduction, payment of final wages, and reimbursement policies/practices. As such, the common questions predominate over individual questions concerning each individual class member's showing as to their eligibility for recovery or as to the amount of their damages.

25. **Typicality**: The claims of Plaintiffs are typical of the claims of the Classes

because Plaintiffs were/are employed by Defendants as drivers classified as independent contractors in California during the statute(s) of limitations period applicable to each cause of action pled in the lawsuit. As alleged herein, Plaintiffs, like the members of the Classes, were not provided all legally required minimum wages, had wages unlawfully deducted, were not properly reimbursed for all necessarily incurred business expenses, were not paid all wagse upon termination of employment, and were not provided with accurate, itemized wage statements.

26. **Adequacy of Representation**: Plaintiffs are fully prepared to take all necessary steps to represent fairly and adequately the interests of the members of the Classes. Moreover, Plaintiffs' attorneys are ready, willing and able to fully and adequately represent the members of the Classes and Plaintiffs. Plaintiffs' attorneys have prosecuted and defended numerous wage-and-hour class actions in state and federal courts in the past and are committed to vigorously prosecuting this action on behalf of the members of the Classes.

27. **Superiority**: The California Labor Code is broadly remedial in nature and serves an important public interest in establishing minimum working conditions and standards in California. These laws and labor standards protect the average working employee from exploitation by employers who have the responsibility to follow the laws and who may seek to take advantage of superior economic and bargaining power in setting onerous terms and conditions of employment. The nature of this action and the format of laws available to Plaintiffs and members of the Classes make the class action format a particularly efficient and appropriate procedure to redress the violations alleged herein. If each employee were required to file an individual lawsuit, Defendants would necessarily gain an unconscionable advantage since they would be able to exploit and overwhelm the limited resources of each individual plaintiff with their vastly superior financial and legal resources. Moreover, requiring each member of the Classes to pursue an individual remedy would also discourage the assertion of lawful claims by employees who would be disinclined to file an action against their former and/or current employer for real and justifiable fear of retaliation and permanent damages to their careers at subsequent employment. Further, the prosecution of separate actions by the individual class members, even if possible, would create a substantial risk of inconsistent or varying verdicts or

adjudications with respect to the individual class members against Defendants herein; and which would establish potentially incompatible standards of conduct for Defendants; and/or legal determinations with respect to individual class members which would, as a practical matter, be dispositive of the interest of the other class members not parties to adjudications or which would substantially impair or impede the ability of the class members to protect their interests. Further, the claims of the individual members of the Classes are not sufficiently large to warrant vigorous individual prosecution considering all of the concomitant costs and expenses attending thereto. As such, the Classes identified in Paragraph 20 are maintainable as a Class under § 382 of the Code of Civil Procedure.

**FIRST CAUSE OF ACTION**

**FAILURE TO PAY ALL MINIMUM WAGES OWED**

**(BY ALL PLAINTIFFS AGAINST ALL DEFENDANTS)**

28. Plaintiffs re-allege and incorporate by reference all previous paragraphs as though fully set forth herein.

29. This cause of action is brought pursuant to Labor Code §§ 204, 510, 1194, 1197, 1197.1 and 1198 which provide that all non-exempt employees are entitled to all minimum wages for all hours worked, and provide a private right of action for the failure to pay all minimum wage compensation for all work performed.

30. At all times relevant herein, Defendants were required to properly compensate Plaintiffs and the members of the Minimum Wage Class for all hours worked pursuant to California Labor Code §§ 1194, 1197 and 1198, and Wage Order 9. Wage Order 9, Section 4 requires an employer to pay to every employee on the established payday for the period involved not less than the applicable minimum wage for all hours worked in the payroll period. Defendants caused Plaintiffs and the members of the Minimum Wage Class to work hours in a workweek but did not properly compensate Plaintiff and the members of the Minimum Wage Class at least minimum wages for such hours.

31. At all times relevant herein, Defendants lacked good faith and had no reasonable grounds for believing that their practices in failing to pay all minimum wages owed at the

applicable rate was not a violation of any provision of the Labor Code relating to minimum wage, or an order of the Industrial Welfare Commission. Defendants therefore, in addition to owing minimum wages to Plaintiffs and the members of the Minimum Wage Class, also owe liquidated damages in an amount equal to the wages unlawfully unpaid, and interest thereon, pursuant to Labor Code § 1194.2.

32. The foregoing practices and policies are unlawful and create entitlement to recovery by Plaintiffs and the members of the Minimum Wage Class in a civil action for the unpaid amount of minimum wages owing, including interest thereon, as well as statutory penalties, liquidated damages, civil penalties, and attorneys' fees and costs of suit, pursuant to Labor Code §§ 204, 218.5, 218.6, 558, 1194, 1194.2, 1197, 1197.1 and 1198, Wage Order 9, California Code of Civil Procedure § 1021.5 California Code of Civil Procedure § 1021.5, and Civil Code §§ 3287(b) and 3289.

**SECOND CAUSE OF ACTION**

**FAILURE TO PROVIDE ACCURATE, ITEMIZED WAGE STATEMENTS**

**(BY ALL PLAINTIFFS AGAINST ALL DEFENDANTS)**

33. Plaintiffs re-allege and incorporate by reference all previous paragraphs as though fully set forth herein.

34. Plaintiffs are informed and believe, and based thereon alleges, that Defendants knowingly and intentionally, as a matter of uniform practice and policy, failed to furnish Plaintiffs and members of the Wage Statement Class with accurate, itemized wage statements that included among other requirements, accurate total gross wages earned, total hours worked, gross and net wages earned, deductions, in violation of Labor Code § 226 *et seq.*

35. Defendants' failure to furnish Plaintiffs and the members of the Wage Statement Class with complete and accurate, itemized wage statements resulted in actual injury, in violation of Labor Code § 226 *et seq.*

36. Defendants' failures created an entitlement to Plaintiffs and members of the Wage Statement Class in a civil action for damages and/or penalties pursuant to Labor Code § 226, including statutory penalties, reasonable attorneys' fees, and costs according to suit pursuant to

Labor Code § 226 *et seq.*

**THIRD CAUSE OF ACTION**

**FAILURE TO REIMBURSE BUSINESS EXPENSES**

**(BY ALL PLAINTIFFS AGAINST ALL DEFENDANTS)**

37. Plaintiffs re-allege and incorporate by reference all previous paragraphs as though fully set forth herein.

38. It was necessary and at the obedience and/or direction of Defendants for Plaintiffs and members of the Expense Reimbursement Class to incur expenses in the direct discharge of their job duties, including expenses related to the purchase of Defendants' trucks, insurance fees/costs, equipment repair costs, maintenance, unloaded mileage, tolls, licensing, fuel and taxes. It was also necessary for members of the Expense Reimbursement Class to necessarily incur other business expenses in the direct discharge of their duties.

39. Defendants knew or should have known that Plaintiffs and members of the Expense Reimbursement Class necessarily incurred expenses as part of the discharge of their duties at Defendants' direction, and also incurred other business expenses.

40. Although Plaintiffs and members of the Expense Reimbursement Class incurred these expenses in the direct discharge of their job duties, Defendants did not reimburse these employees for such necessary work expenditures during the four years preceding the filing of the lawsuit.

41. At all relevant times herein, Defendants were subject to Labor Code § 2802, which states that "an employer shall indemnify his or her employees for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or obedience to the directions of the employer."

42. As a proximate result of Defendants' policies and/or practices in violation of Labor Code §§ 2802 and 2804, and Wage Order 9, Plaintiffs and members of the Expense Reimbursement Class were damaged in sums, which will be shown according to proof.

43. Plaintiffs and members of the Expense Reimbursement Class are entitled to attorneys' fees and costs of suit pursuant to Labor Code § 2802(c) for bringing this action.

44. Pursuant to Labor Code § 2802(b), any action brought for the reimbursement of necessary expenditures carries interest at the same rate as judgments in civil actions. Thus, Plaintiff and members of the Expense Reimbursement Class are entitled to interest, which shall accrue from the date on which they incurred the initial necessary expenditure.

**FOURTH CAUSE OF ACTION**

**UNLAWFUL DEDUCTIONS FROM WAGES OWED**

**(BY ALL PLAINTIFFS AGAINST ALL DEFENDANTS)**

45. Plaintiffs re-allege and incorporate by reference all previous paragraphs as though fully set forth herein.

46. This cause of action is brought pursuant to Labor Code § 221 which provide that "[i]t shall be unlawful for any employer to collect or receive from an employee any part of wages theretofore paid by said employer to said employee."

47. As a matter of practice and policy, Defendants regularly deducted from the wages owed to Plaintiffs and members of the Unlawful Deductions From Wages Class to cover various work-related expenses incurred in the direct discharge of their job duties.

48. Defendants knew or should have known that it is unlawful to deduct from wages owed to Plaintiffs and members of the Unlawful Deductions From Wages Class.

49. As a proximate result of Defendants' policies and/or practices in violation of Labor Code § 221, Plaintiffs and members of the Unlawful Deductions From Wages Class were damaged in sums, which will be shown according to proof.

50. Plaintiffs and members of the Unlawful Deductions From Wages Class are entitled to attorneys' fees and costs of suit, and interest and penalties for bringing this action.

**FIFTH CAUSE OF ACTION**

**FAILURE TO PAY ALL WAGES OWED UPON TERMINATION**

**(BY ALL PLAINTIFFS AGAINST ALL DEFENDANTS)**

51. Plaintiffs re-allege and incorporate by reference all previous paragraphs as though fully set forth herein.

52. This cause of action is brought pursuant to Labor Code §§ 201-203, which require

an employer to pay all wages immediately at the time of termination of employment in the event the employer discharges the employee or the employee provides at least 72 hours of notice of his/her intent to quit. In the event the employee provides less than 72 hours of notice of his/her intent to quit, said employee's wages become due and payable not later than 72 hours upon said employee's last date of employment.

53. Defendants failed to timely pay Plaintiffs all of their final wages at the time of their separation, which include, among other things, underpaid minimum wages and unlawfully deducted wages. Further, Plaintiffs are informed and believe, and based thereon allege, that as a matter of uniform policy and practice, Defendants continue to fail to pay members of the Waiting Time Penalty Class all earned wages at the end of employment in a timely manner pursuant to the requirements of Labor Code §§ 201-203. Defendants' failure to pay all final wages was willful within the meaning of Labor Code § 203.

54. Defendants' willful failure to timely pay Plaintiffs and the members of the Waiting Time Penalty Class their earned wages upon separation from employment results in a continued payment of wages up to thirty (30) days from the time the wages were due. Therefore, Plaintiff and members of the Waiting Time Penalty Class are entitled to compensation pursuant to Labor Code § 203, plus reasonable attorneys' fees and costs of suit.

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**SIXTH CAUSE OF ACTION**

**UNFAIR COMPETITION**

**(BY ALL PLAINTIFFS AGAINST ALL DEFENDANTS)**

55. Plaintiffs re-allege and incorporate by reference all previous paragraphs as though fully set forth herein.

56. Defendants have engaged and continue to engage in unfair and/or unlawful business practices in California in violation of California Business and Professions Code § 17200 *et seq.*, by failing to properly pay all minimum wages, unlawfully deducting wages, failing to

issue accurate, itemized wage statements, failing to pay all wages owed upon termination, and failing to reimburse all necessary business expenditures.

57. Defendants' utilization of these unfair and/or unlawful business practices deprived Plaintiffs and continues to deprive members of the Classes of compensation and reimbursement to which they are legally entitled, constitutes unfair and/or unlawful competition, and provides an unfair advantage over Defendants' competitors who have been and/or are currently employing workers and attempting to do so in honest compliance with applicable wage and hour laws.

58. Because Plaintiffs are victims of Defendants' unfair and/or unlawful conduct alleged herein, Plaintiffs for themselves and on behalf of the members of the Classes, seek full restitution of monies, as necessary and according to proof, to restore any and all monies withheld, acquired and/or converted by Defendants pursuant to Business and Professions Code §§ 17203 and 17208.

59. The acts complained of herein occurred within the last four years immediately preceding the filing of the lawsuit in this action.

60. Plaintiffs were compelled to retain the services of counsel to file this court action to protect their interests and those of the Classes, to obtain restitution and injunctive relief on behalf of Defendants' current drivers misclassified as independent contractors, and to enforce important rights affecting the public interest. Plaintiffs have thereby incurred the financial burden of attorneys' fees and costs, which he is entitled to recover under Code of Civil Procedure § 1021.5.

## SEVENTH CAUSE OF ACTION

## LABOR CODE PRIVATE ATTORNEYS GENERAL ACT OF 2004

## (AGAINST ALL DEFENDANTS)

61. Plaintiffs re-allege and incorporate by reference all previous paragraphs.

62. Defendants have committed several Labor Code violations against Plaintiffs and other aggrieved employees. Plaintiffs, each an "aggrieved employee" within the meaning of Labor Code § 2698 *et seq.*, acting on behalf of themselves and other aggrieved employees, bring this

representative action against Defendants to recover the civil penalties due to Plaintiffs, the other aggrieved employees, and the State of California according to proof pursuant to Labor Code § 558 and § 2699 (a) and (f) including, but not limited to: (1) $100.00 for each initial violation for each failure to pay each employee and $200.00 for each subsequent violation or willful or intentional violation pursuant to Labor Code § 210 for each failure to pay each employee, plus 25% of the amount unlawfully withheld; (2) $250.00 for each initial violation and $1,000.00 for each subsequent violation pursuant to Labor Code § 226.3 per employee per pay period; (3) $50.00 for each initial violation and $100.00 for each subsequent violation pursuant to Labor Code § 558 per employee per pay period; (4) not less than $5,000.00 and not more than $15,000.00 for each violation of Labor Code section 226.8(a) pursuant to Labor Code section 226.8(b); (5) not less than $10,000.00 and not more than $25,000.00 for each violation of Labor Code section 226.8(a) pursuant to Labor Code section 226.8(c); and/or (6) $100.00 for each initial violation and $200.00 for each subsequent violation per employee per pay period for those violations of the Labor Code for which no civil penalty is specifically provided, based on the following Labor Code violations:

a) Defendant violated Labor Code §226.8 by engaging, and continuing to engage in, an unlawful pattern and practice of charging unlawful fees and making unlawful deductions from the aggrieved employees' compensation, after voluntarily, knowingly and willfully misclassifying those individuals as independent contractors;

b) Defendant violated Labor Code §§ 1194, 1194.2, and 1197 by failing to pay Plaintiffs and other aggrieved employees the statutory minimum wage for all hours worked;

c) Defendant violated Labor Code § 226 by failing to furnish Plaintiffs and other aggrieved employees with accurate and compliant itemized wage statements;

d) Defendant violated Labor Code §§ 204 and 210 by failing to pay Plaintiffs and other aggrieved employees all earned wages at least twice during each calendar month;

e) Defendant violated Labor Code § 1174 by failing to maintain accurate records on behalf of Plaintiffs and other aggrieved employees;

f) Defendant violated Labor Code § 2802 by failing to reimburse Plaintiffs and other aggrieved employees for all necessary expenditures incurred; and

g) Defendant violated Labor Code § 221 by unlawfully deducting from wages owed to Plaintiffs and other aggrieved employees for all certain work-related expenses.

63. On September 28, 2021, Plaintiffs notified Defendants via certified mail, and the California Labor and Workforce Development Agency ("LWDA") via e-mail, of Defendants' violations of the California Labor Code and Plaintiffs' intent to bring a claim for civil penalties under California Labor Code § 2698 et seq. with respect to violations of the California Labor Code identified in Paragraph 58 (a)-(f). Attached hereto as **Exhibit A** is a true and correct copy of Plaintiffs' September 28, 2021 correspondence. Now that sixty-five days have passed from Plaintiffs notifying Defendants of these violations, Plaintiffs have exhausted their administrative requirements for bringing a claim under the Labor Code Private Attorneys General Act with respect to these violations.

64. Plaintiffs were compelled to retain the services of counsel to file this court action to protect their interests and the interests of other aggrieved employees, and to assess and collect the civil penalties owed by Defendants. Plaintiffs have thereby incurred attorneys' fees and costs, which he is entitled to receive under California Labor Code § 2699.

## PRAYER

WHEREFORE, Plaintiffs pray for judgment for themselves and for all others on whose behalf this suit is brought against Defendants, as follows:

1. For an order certifying the proposed Classes;

2. For an order appointing Plaintiffs as representatives of the Classes;

3. For an order appointing Counsel for Plaintiffs as Counsel for the Classes;

4. Upon the First Cause of Action, for compensatory, consequential, general and special damages according to proof pursuant to Labor Code §§ 204, 1194, 1194.2, 1197, 1197.1

and 1198;

5. Upon the Second Cause of Action, for statutory wage statement penalties pursuant to Labor Code § 226 *et seq.*;

6. Upon the Third Cause of Action, for compensatory, consequential, general and special damages according to proof pursuant to Labor Code § 2802;

7. Upon the Fourth Cause of Action, for compensatory, consequential, general and special damages according to proof pursuant to Labor Code §§ 204, 221, 1194, 1194.2, 1197, 1197.1 and 1198;

8. Upon the Fifth Cause of Action, for statutory waiting time penalties pursuant to Labor Code § 203;

9. Upon the Sixth Cause of Action, for restitution to Plaintiffs and members of the Classes of all money and/or property unlawfully acquired by Defendants by means of any acts or practices declared by this Court to be in violation of Business and Professions Code § 17200 *et seq.*;

10. Upon the Seventh Cause of Action, for civil penalties due to Plaintiffs, other aggrieved employees, and the State of California according to proof pursuant to Labor Code §§ 558 and 2699(a) and (f) including, but not limited to: (1) $100.00 for each initial violation for each failure to pay each employee and $200.00 for each subsequent violation or willful or intentional violation pursuant to Labor Code § 210 for each failure to pay each employee, plus 25% of the amount unlawfully withheld; (2) $250.00 for each initial violation and $1,000.00 for each subsequent violation pursuant to Labor Code § 226.3 per employee per pay period; (3) $50.00 for each initial violation and $100.00 for each subsequent violation pursuant to Labor Code § 558 per employee per pay period; (4) not less than $5,000.00 and not more than $15,000.00 for each violation of Labor Code section 226.8(a) pursuant to Labor Code section 226.8(b); (5) not less than $10,000.00 and not more than $25,000.00 for each violation of Labor Code section 226.8(a) pursuant to Labor Code section 226.8(c); and/or (6) $100.00 for each initial violation and $200.00 for each subsequent violation per employee per pay period for those violations of the Labor Code for which no civil penalty is specifically provided, based on the

Labor Code violations cited in Paragraph 58 (a)-(g) above;

11. Prejudgment interest on all due and unpaid wages pursuant to California Labor Code § 218.6 and Civil Code §§ 3287 and 3289;

12. On all causes of action, for attorneys' fees and costs as provided by Labor Code § 218.5 and Code of Civil Procedure § 1021.5 and all other applicable statutes; and

13. For such other and further relief the Court may deem just and proper.

Dated: April 4, 2024

Respectfully submitted,
LIDMAN LAW, APC

By: _____
Scott M. Lidman
Milan Moore
Attorneys for Plaintiffs
FRANCISCO HERNANDEZ, LUCIANO ESQUEDA, CARLOS LOPEZ, and RAMON ALCALA NAVARRO

**DEMAND FOR JURY TRIAL**

Plaintiffs hereby demand a jury trial with respect to all issues triable by jury.

Dated: April 4, 2024

Respectfully submitted,
LIDMAN LAW, APC

By: _____
Scott M. Lidman
Milan Moore
Attorneys for Plaintiffs
FRANCISCO HERNANDEZ, LUCIANO ESQUEDA, CARLOS LOPEZ, and RAMON ALCALA NAVARRO

# EXHIBIT A

EXHIBIT A

LIDMAN LAW
2155 CAMPUS DRIVE, SUITE 150, EL SEGUNDO, CA 90245
OFFICE: (424) 322-4772
FAX: (424) 322-4775

September 28, 2021

**VIA LWDA WEBSITE**
Labor and Workforce Development Agency
Attn: PAGA Administrator
1515 Clay Street, Suite 801
Oakland, CA 94612

**VIA U.S. CERTIFIED MAIL – RETURN RECEIPT REQUESTED**
Gold Point Transportation, Inc.
c/o Richard M. Ruger, Agent for Service of Process
520 South Grand Ave., Ste. 1070
Los Angeles, CA 90071

**VIA U.S. CERTIFIED MAIL – RETURN RECEIPT REQUESTED**
Gold Point Transportation, Inc.
20250 S. Alameda St.
Rancho Dominguez, CA 90221

Re: *Francisco Hernandez, Luciano Esqueda, Efrain Ibarra, Carlos Lopez and Ramon Alcala Navarro v. Gold Point Transportation, Inc.*

To Whom It May Concern:

Please be advised that this law firm represents Francisco Hernandez, Luciano Esqueda, Efrain Ibarra, Carlos Lopez and Ramon Alcala Navarro (collectively, "Plaintiffs") in claims arising from their employment with Gold Point Transportation, Inc., a California corporation ("Defendant"). Plaintiffs are each an "aggrieved employee" as defined by Labor Code sections 2699, *et seq*. due to Defendant's numerous violations of the Labor Code as set forth below. The purpose of this letter is to comply with Labor Code section 2699.3, which requires aggrieved employees to notify their employer and the Labor and Workforce Development Agency ("LWDA") of the specific provisions of the Labor Code allegedly violated. For purposes of this letter, an "aggrieved employee" should be considered to include all current and former drivers working for Defendant in California and whom Defendant classified as independent contractors, at least in part, during the one year immediately preceding the date of this letter through the present date, and continuing through a civil judgment if the LWDA takes no action and Plaintiffs file a civil lawsuit seeking civil penalties.

Defendant is one of the leading drayage carriers (transporter of goods in the shipping and logistics industry) within Southern California. Established in 1996, it has been providing service from the Port of Long Beach and Port of Los Angeles and rails with over 240 trucks/drivers to their customers. Its services areas include all of California, Nevada, Arizona and Utah as well as border crossing services into Mexico.

Mr. Hernandez, a current employee, has been employed by Defendant for approximately eighteen years through the present. During his employment, Mr. Hernandez has been a truck driver performing various job duties, including without limitation, transporting general commodities, containers, chassis, and/or trailers.

Mr. Esqueda, a current employee, has been employed by Defendant for approximately eight years through the present. During his employment, Mr. Esqueda has been a truck driver performing various job duties, including without limitation, transporting general commodities, containers, chassis, and/or trailers.

Mr. Ibarra, a current employee, has been employed by Defendant for approximately eight years through the present. During his employment, Mr. Ibarra has been a truck driver performing various job duties, including without limitation, transporting general commodities, containers, chassis, and/or trailers.

Mr. Lopez, a current employee, has been employed by Defendant from approximately May 15, 2005 through the present. During his employment, Mr. Lopez has been a truck driver performing various job duties, including without limitation, transporting general commodities, containers, chassis, and/or trailers.

Mr. Navarro, a current employee, has been employed by Defendant for approximately five years through the present. During his employment, Mr. Navarro has been a truck driver performing various job duties, including without limitation, transporting general commodities, containers, chassis, and/or trailers.

During their employment, Defendant has unlawfully and willfully misclassified Plaintiffs and the aggrieved employees as independent contractors. Thus, Defendant willfully and wrongfully denied Plaintiffs and the aggrieved employees of their rights to the protections afforded to employees under the California Labor Code and applicable Wage Order of the Industrial Welfare Commission. Indeed, Plaintiffs are informed and believe, and based thereon allege, that, during all relevant times herein mentioned, Defendant knew or should have known that it had a duty to properly classify Plaintiffs and the aggrieved employees as employees, and properly compensate the aggrieved employees, and that Defendant had the financial ability to do so and pay such compensation, but willfully, knowingly, and intentionally failed to do so in order to increase its profits.

Plaintiffs and the aggrieved employees provide trucking/delivery services which are directly part of Defendant's regular business as a transportation/delivery company. The services aggrieved employees provide to Defendant are the kind of work typically done by an employee under the direction of an employer. Defendants maintains the trucks and center of operations at its yards in Wilmington and San Diego, California, which serve as the base of operations for Plaintiffs and the aggrieved employees.

In connection with their employment with Defendant, Plaintiffs would be required to drive to Defendant's yards in Wilmington and or San Diego, California every morning in their personal vehicles to then gain access to the trucks that Defendant required them to purchase and use to perform their job duties. After performing their duties for a particular shift, Plaintiffs would then be required to return the trucks back to Defendant's yards. Indeed, Defendant controlled and directed Plaintiffs and the aggrieved employees in connection with the performance of their work, in terms of when and how to pick up their trucks, when and how to pick up and make deliveries, and how to otherwise perform their job duties.

While unlawfully and willfully misclassified by Defendant as an independent contractor, Plaintiffs were/are paid per load on a flat rate. As a result, Plaintiffs were never separately compensated

for time spent working on tasks unrelated to paid loads, including, without limitation, time spent on pre- and post-trip truck inspections, time spent fueling their trucks, time spent completing paperwork and time spent maintaining/washing their trucks. As a result, Plaintiffs were not paid at least the minimum wage for all hours worked.

As a result of Defendant's failure to pay all minimum wages, Defendant maintained inaccurate payroll records and issued inaccurate wage statements to Plaintiffs. Nevertheless, because Defendant misclassified Plaintiffs as independent contractors, it failed to provide them with any accurate wage statements as required by Labor Code section 226.

Defendant also failed to reimburse Plaintiffs and other aggrieved employees for necessary business expenses incurred throughout the relevant time period. Defendant required their drivers who were misclassified as independent contractors, including Plaintiffs, to pay for, among other things, expenses related to the purchase of Defendant's trucks, insurance fees/costs, equipment repair costs, maintenance, unloaded mileage, tolls, licensing, fuel and taxes. Indeed, Defendant unlawfully deducted some or all of these expenses from the wages owed to Plaintiffs and the other aggrieved employees. Despite these requirements, Defendant did not reimburse Plaintiffs or similarly situated employees for incurring these necessary business expenses in violation of California law.

As described above, Defendant committed the following violations of the Labor Code and Industrial Welfare Commission Wage Order No. 9 ("Wage Order 9"):

Willful Misclassification as Independent Contractors (Labor Code section 226.8)

Labor Code section 226.8(a)(1) makes it unlawful for any person or employer to engage in the willful misclassification of an individual as an independent contractor. Labor Code section 226.8(i)(4) defines "willful misclassification" as "avoiding employee status for an individual by voluntarily and knowingly misclassifying that individual as an independent contractor."

Labor Code section 2750.3 provides the legal framework for determining whether a person providing labor or services for remuneration is an employee or independent contractor. Pursuant to Labor Code section 2750.3:

> "...a person providing labor or services for remuneration shall be considered an employee rather than an independent contractor unless the hiring entity demonstrates that all of the following conditions are satisfied:
>
> (A) The person is free from the control and direction of the hiring entity in connection with the performance of the work, both under the contract for the performance of the work and in fact.
> (B) The person performs work that is outside the usual course of the hiring entity's business.
> (C) The person is customarily engaged in an independently established trade, occupation, or business of the same nature as that involved in the work performed." (Cal. Labor Code § 2750.3)."

As alleged herein, Defendant exercises a great amount of control over the aggrieved employees in the performance of their work. As a result, Defendant cannot demonstrate that the conditions set

forth in Labor Code section 2750.3(A) are satisfied with respect to the employment of the aggrieved employees.

As alleged herein, the aggrieved employees perform work which is within the Defendant's usual course of business. As a result, Defendant cannot demonstrate that the conditions set forth in Labor Code section 2750.3(B) are satisfied with respect to the employment of the aggrieved employees.

As alleged herein, the aggrieved employees are not customarily engaged in the business of providing delivery services. As a result, Defendant cannot demonstrate that the conditions set forth in Labor Code section 2750.3(C) are satisfied with respect to the employment of the aggrieved employees.

Because Defendant cannot demonstrate that any of the conditions set forth in Labor Code section 2750.3(A-C) are satisfied with respect to the employment of the aggrieved employees, the aggrieved employees should have been properly classified as employees entitled to the protections and benefits of the California Labor Code and applicable IWC Wage Orders.

Pursuant to Labor Code section 226.8(b):

> "If the Labor and Workforce Development Agency or a court issues a determination that a person or employer has engaged in any of the enumerated violations of subdivision (a), the person or employer shall be subject to a civil penalty of not less than five thousand dollars ($5,000) and not more than fifteen thousand dollars ($15,000) for each violation, in addition to any other penalties or fines permitted by law."

Pursuant to Labor Code section 226.8(c):

> "If the Labor and Workforce Development Agency or a court issues a determination that a person or employer has engaged in any of the enumerated violations of subdivision (a) and the person or employer has engaged in or is engaging in a pattern or practice of these violations, the person or employer shall be subject to a civil penalty of not less than ten thousand dollars ($10,000) and not more than twenty-five thousand dollars ($25,000) for each violation, in addition to any other penalties or fines permitted by law."

Defendant has engaged, and continues to engage in an unlawful pattern and practice of avoiding employee status for the aggrieved employees by voluntarily, knowingly, and willfully misclassifying those individuals as independent contractors, in violation of Labor Code section 226.8(a)(1).

<u>Unlawful Fees and Deductions (Labor Code section 226.8)</u>

Pursuant to Labor Code section 226.8(a)(2): "It is unlawful for any person or employer to engage in any of the following activities: ...

> (2) Charging an individual who has been willfully misclassified as an independent contractor a fee, or making any deductions from compensation, for any purpose, including for goods, materials, space rental, services, government licenses, repairs, equipment maintenance, or fines arising from the individual's employment where any of the acts described in this paragraph would have violated the law if the individual had not been misclassified." (Cal. Labor Code § 226.8(a))."

Labor Code section 226.8(i)(4) defines "willful misclassification" as "avoiding employee status for an individual by voluntarily and knowingly misclassifying that individual as an independent contractor."

As alleged herein, Defendant exercises a great amount of control over the aggrieved employees in the performance of their work. As a result, Defendant cannot demonstrate that the conditions set forth in Labor Code section 2750.3(A) are satisfied with respect to the employment of the aggrieved employees.

As alleged herein, the aggrieved employees perform work which is within the Defendant's usual course of business. As a result, Defendant cannot demonstrate that the conditions set forth in Labor Code section 2750.3(B) are satisfied with respect to the employment of the aggrieved employees.

As alleged herein, the aggrieved employees are not customarily engaged in the business of providing delivery services. As a result, Defendant cannot demonstrate that the conditions set forth in Labor Code section 2750.3(C) are satisfied with respect to the employment of the aggrieved employees.

Because Defendant cannot demonstrate that any of the conditions set forth in Labor Code section 2750.3(A-C) are satisfied with respect to the employment of the aggrieved employees, the aggrieved employees should have been properly classified as employees entitled to the protections and benefits of the California Labor Code and applicable IWC Wage Orders.

Plaintiffs are informed and believe, and based thereon allege, that Defendant has a policy and practice of charging aggrieved employees unlawful fees and making unlawful deductions from their compensation, in violation of Labor Code section 226.8(a)(2).

Pursuant to Labor Code section 226.8(b):

> "If the Labor and Workforce Development Agency or a court issues a determination that a person or employer has engaged in any of the enumerated violations of subdivision (a), the person or employer shall be subject to a civil penalty of not less than five thousand dollars ($5,000) and not more than fifteen thousand dollars ($15,000) for each violation, in addition to any other penalties or fines permitted by law."

Pursuant to Labor Code section 226.8(c):

> "If the Labor and Workforce Development Agency or a court issues a determination that a person or employer has engaged in any of the enumerated violations of subdivision (a) and the person or employer has engaged in or is engaging in a pattern or practice of these violations, the person or employer shall be subject to a civil penalty of not less than ten thousand dollars ($10,000) and not more than twenty-five thousand dollars ($25,000) for each violation, in addition to any other penalties or fines permitted by law."

As alleged herein, Defendant has engaged, and continues to engage in an unlawful pattern and practice of charging unlawful fees and making unlawful deductions from the aggrieved employees' compensation, after voluntarily, knowingly, and willfully misclassifying those individuals as independent contractors, in violation of Labor Code section 226.8(a)(2).

Minimum Wage Violations

Defendant was required to pay Plaintiffs and other aggrieved employees an hourly rate at least equal to the minimum wage for each hour actually worked. *See* Labor Code §§ 1194; 1194.2, 1197, 1197.1; The Wage Order 9, § 4. Plaintiffs and other aggrieved employees were not paid for all hours worked due to Defendant's practice of paying their employees misclassified as independent contractors on a piece-rate basis, which deprive them of pay for all hours worked. As alleged above, Defendant caused Plaintiffs and other aggrieved employees to work hours in a workweek but did not properly compensate them at least minimum wages for all such hours, due to Defendant's unlawful piece-rate compensation plan. These practices by Defendant resulted in Defendant not paying Plaintiffs for all wages owed for the work he performed, including failing to pay him all required minimum wages.

Failure to Reimburse Business Expenses

Defendant failed to reimburse Plaintiffs and other aggrieved employees for necessary work expenses, including, but not limited to, expenses related to the purchase of Defendant's trucks, insurance fees/costs, equipment repair costs, maintenance, unloaded mileage, tolls, licensing, fuel and taxes. Defendant's policy of not providing reimbursement for necessary work-related expenses is in violation of Wage Order 9 § 9, and Labor Code § 2802 ("An employer shall indemnify his or her employees for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or her obedience to the directions of the employer.") Plaintiffs and other aggrieve employees are therefore entitled to reimbursement of such unpaid work expenses with interest.

Unlawful Deductions from Wages

Defendant unlawfully deducted from the wages rightfully and lawfully owed to Plaintiffs and other aggrieved employees for various work expenses. Defendant's policy of deducting from wages owed for work-related expenses is in violation of Labor Code § 221. Plaintiffs and other aggrieved employees are therefore entitled to reimbursement of such unlawfully deducted wages.

Wage Statement Violations

Defendant knowingly and intentionally, as a matter of uniform practice and policy, failed to furnish Plaintiffs and other aggrieved employees with accurate and complete, itemized wage statements that included, among other requirements, all minimum wages earned, total gross wages earned, total net wages earned, in violation of Labor Code § 226 *et seq*. Defendant's failure to furnish Plaintiffs and other aggrieved employees with complete and accurate, itemized wage statements resulted in actual injury, as said failures led to, among other things, the non-payment of all minimum wages earned, and deprived them of the information necessary to identify discrepancies in Defendant's reported data.

As "aggrieved employees," Plaintiffs will initiate a civil action on behalf of themselves and other aggrieved employees to recover damages, statutory penalties, and civil penalties resulting from the wage and hour violations alleged herein. Based on Plaintiffs' own investigation, and on information and belief, Defendant committed the following Labor Code violations:

a) Defendant violated Labor Code §226.8 by engaging in, and continuing to engage in, an unlawful practice of avoiding employee status for the aggrieved employees by

voluntarily, knowingly and willfully misclassifying those individuals as independent contractors;

b) Defendant violated Labor Code §226.8 by engaging, and continuing to engage in, an unlawful pattern and practice of charging unlawful fees and making unlawful deductions from the aggrieved employees' compensation, after voluntarily, knowingly and willfully misclassifying those individuals as independent contractors;

c) Defendant violated Labor Code §§ 1194, 1194.2, and 1197 by failing to pay Plaintiffs and other aggrieved employees the statutory minimum wage for all hours worked;

d) Defendant violated Labor Code § 226 by failing to furnish Plaintiffs and other aggrieved employees with accurate and compliant itemized wage statements;

e) Defendant violated Labor Code §§ 204 and 210 by failing to pay Plaintiffs and other aggrieved employees all earned wages at least twice during each calendar month;

f) Defendant violated Labor Code § 1174 by failing to maintain accurate records on behalf of Plaintiffs and other aggrieved employees;

g) Defendant violated Labor Code § 2802 by failing to reimburse Plaintiffs and other aggrieved employees for all necessary expenditures incurred; and

h) Defendant violated Labor Code § 221 by unlawfully deducting from wages owed to Plaintiffs and other aggrieved employees for all certain work-related expenses.

Pursuant to Labor Code section 2699.3(a)(2)(A), please notify us and Defendant if the LWDA intends to investigate these alleged violations of the Labor Code. Please contact me should you require additional information.

Very truly yours,
LIDMAN LAW, APC

Scott M. Lidman