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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SACRAMENTO

CAMRON OLIVER, on behalf of himself and
all others similarly situated,

Plaintiff,

vs.

OZARK TRUCKING, INC., a California
Corporation; and DOES 1-50, inclusive.

Defendants.

CASE NO.: 34-2021-00310217

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

- (1) MINIMUM WAGE VIOLATIONS;
- (2) OVERTIME VIOLATIONS;
- (3) FAILURE TO PAY ALL SICK TIME WAGES;
- (4) MEAL PERIOD VIOLATIONS;
- (5) REST PERIOD VIOLATIONS;
- (6) FAILURE TO INDEMNIFY ALL NECESSARY BUSINESS EXPENDITURES;
- (7) WAGE STATEMENT VIOLATIONS;
- (8) WAITING TIME PENALTIES;
- (9) FAILURE TO MAINTAIN ACCURATE EMPLOYMENT RECORDS;
- (10) UNFAIR COMPETITION ; and
- (11) PAGA PENALTIES

DEMAND FOR JURY TRIAL

1 Plaintiff Camron Oliver (“Plaintiff”) on behalf of himself, and all others similarly situated,
2 complains and alleges as follows:

3 **INTRODUCTION**

4 1. Defendant Ozark Trucking, Inc. (“Defendant”) a California corporation, and DOES
5 1-50 (collectively “Defendants”), are a transportation service providing freight transport throughout
6 California.

7 2. Plaintiff, a truck driver, brings this class action against Defendants for alleged
8 violations of the California Labor Code, Industrial Welfare Commission Wage Order No. 9, and
9 Business and Professions Code § 17200 *et. seq.*

10 3. As set forth below, Plaintiff alleges that Defendants’ uniform payroll policies
11 resulted in a failure to pay for all hours worked and Defendants’ piece-rate pay practices failed to pay
12 him and all other similarly situated truck-drivers for all hours worked and for work related duties.
13 Plaintiff further alleges that Defendants failed to timely pay wages during employment, and that
14 Defendants failed to reimburse for necessary business expenses incurred. Defendants also failed to
15 include all forms of compensation when calculating the “regular rate of pay” used for payment of
16 overtime wages. Similarly, Plaintiff alleges that Defendants uniformly failed to pay all sick time at
17 “regular rate of pay.

18 4. Moreover, Plaintiff alleges that Defendants’ meal and rest period policies and
19 practices did not provide him and all other similarly situated employees with all compliant/timely
20 meal and rest periods, or premium wages at the “regular rate of pay” in lieu thereof. As a result of the
21 foregoing, Plaintiff alleges that Defendants failed to provide non-exempt employees with accurate
22 written itemized wage statements, failure to maintain accurate payroll records, and failed to timely
23 pay all final wages upon separation of employment.

24 5. Based on these alleged violations, Plaintiff now brings this class action and PAGA
25 representative action to recover unpaid wages, restitution, penalties and other related relief on behalf
26 of himself and all other similarly situated truck drivers.

27 **JURISDICTION AND VENUE**

28 6. Plaintiff, on behalf of himself and all others similarly situated non-exempt truck-

drivers hereby brings this class action for recovery of unpaid wages and penalties under California Labor Code §§ 201-203, 204, 210, 226(a), 246, 510, 516, 558, 1182.12, 1194, 1194.2, 1197, 1199, 2802, 2804, 2698 *et seq.*, and Wage Order No. 9, in addition to seeking declaratory relief and restitution pursuant to California Business and Professions Code § 17200, *et. seq.* This class action is brought pursuant to California Code of Civil Procedure § 382. This Court has jurisdiction over Defendants' violations of the California Labor Code and Wage Order No. 9 because the amount in controversy exceeds this Court's jurisdictional minimum.

7. Venue is proper in this judicial district pursuant to California Code of Civil Procedure §§ 395(a) and 395.5, as most of the acts and omissions complained of herein occurred in the City of Sacramento, County of Sacramento. Defendants own, maintain offices, transact business, employ Plaintiff, and have an agent or agents within the County of Sacramento, and/or otherwise are found within the County of Sacramento. Defendants are within the jurisdiction of this Court for purposes of service of process.

PARTIES

8. At all relevant times herein, Plaintiff, who is over the age of 18, was and currently is a California resident residing in Woodland, California. Defendants employed Plaintiff as a non-exempt employee truck driver in the County of Sacramento.

9. Plaintiff was, and is, a victim of Defendants' policies and/or practices complained of herein, lost money and/or property, and has been deprived of the rights guaranteed to him by California Labor Code §§ 201-203, 204, 210, 226(a), 510, 558, 1182.12, 1194, 1194.2, 1197, 2802-2804, 2698 *et seq.*, California Business and Professions Code § 17200 *et seq.* (Unfair Competition), and Wage Order No. 9, which sets employment standards for the workers in the transportation industry.

10. Plaintiff is informed and believes, and based thereon alleges, that during the four years preceding the filing of the Complaint and continuing to the present, Defendants did (and continue to do) business in the State of California, County of Sacramento. Additionally, Defendants operate and own a trucking hub in McClellan Park, California.

11. Plaintiff does not know the true names or capacities, whether individual, partner,

1 or corporate, of the defendants sued herein as DOES 1 to 50, inclusive, and for that reason, said
2 Defendants are sued under such fictitious names, and Plaintiff will seek leave from this Court to
3 amend this Complaint when such true names and capacities are discovered. Plaintiff is informed, and
4 believes, and thereon alleges, that each of said fictitious defendants, whether individual, partners, or
5 corporate, were responsible in some manner for the acts and omissions alleged herein, and
6 proximately caused Plaintiff and the Classes to be subject to the unlawful employment practices,
7 wrongs, injuries and damages complained of herein.

8 12. Plaintiff is informed, and believes, and thereon allege, that at all times mentioned
9 herein, Defendants were and are the employers of Plaintiff and all members of the Classes. At all
10 times herein mentioned, each of said Defendants participated in the doing of the acts hereinafter
11 alleged to have been done by the named Defendants; and furthermore, the Defendants, and each of
12 them, were the agents, servants, and employees of each and every one of the other Defendants, as
13 well as the agents of all Defendants, and at all times herein mentioned were acting within the course
14 and scope of said agency and employment. Defendants, and each of them, approved of, condoned,
15 and/or otherwise ratified each and every one of the acts or omissions complained of herein.

16 13. At all times herein, Defendants, and each of them, were members of and engaged
17 in a joint venture, partnership, and common enterprise, and acting within the course and scope of and
18 in pursuance of said joint venture, partnership, and common enterprise. Further, Plaintiff alleges that
19 all Defendants were joint employers for all purposes of Plaintiff and all members of the Classes.

20 **COMMON FACTUAL ALLEGATIONS**

21 14. Plaintiff worked for Defendants as a non-exempt truck driver out of Defendants'
22 Sacramento location starting in 2019 until his termination on September 30, 2021. Plaintiff and other
23 non-exempt truck drivers were and are engaged in the hauling and delivery of freight across
24 California.

25 15. At all relevant times, Defendants paid Plaintiff and other non-exempt truck drivers
26 using a piece-rate formula based on miles driven. As a result of Defendants' piece-rate pay plan,
27 Plaintiff and other non-exempt truck drivers were and are not being paid at least the minimum wage
28 for all hours worked in violation of Labor Code §§ 204, 210, 510, 1194, 1197.1, 1199, and Wage

1 Order No. 9.

2 16. Plaintiff and other non-exempt truck drivers were not paid for time spent on non-
3 driving duties including, but not limited to, inspections of trucks, preparation of trucks, cleaning of
4 trucks, idle time in traffic, parking, mechanical failures, lines at distribution centers, late or absent
5 drivers, fueling/maintenance, and other activities instrumental to their performance of their job duties.
6 As a result, Defendants did not provide sufficient pay equal to at least minimum wage for all the
7 hours worked performing non-driving tasks.

8 17. Defendants also failed and continue to fail to pay Plaintiff and other non-exempt
9 truck drivers for time spent during layovers and waiting time, when truck drivers are required to stop
10 driving, and are not to leave their trucks unattended for up to 10.0 hours. During these regular and
11 lengthy layovers, Plaintiff and other non-exempt truck drivers were required to park and remain
12 within close proximity to their trucks in designated areas. *See Morrillion v. Royal Packing Co.* (2000)
13 22 Cal.4th 575, 587 (where an employer required employees “to meet at designated places to take its
14 buses to work” and “prohibit[ed] them from taking their own transportation,” the employees were
15 “subject to the control of an employer.”). As a result, Plaintiff and other non-exempt truck drivers
16 were subjected to Defendants’ control during these lengthy layover periods during which Plaintiff
17 and other non-exempt truck drivers were subject to the control of Defendants.

18 18. Under California law, employees must be paid for all of the time that they were
19 subject to Defendants’ control, and employers must pay employees at least the minimum wage per
20 hour for all hours worked. See Cal. Code Regs., Tit. 8 § 11090. “Hours worked” is defined as “the
21 time during which an employee is subject to the control of an employer and includes all the time the
22 employee is suffered or permitted to work, whether or not required to do so.” *Id.* In *Morrillion v.*
23 *Royal Packing Co.* (2000) 22 Cal. 4th 575, the California Supreme Court explained that “an employee
24 who is subject to an employer’s control does not have to be working during that time to be
25 compensated.” The Court reasoned that when “an employer requires employees to meet at designated
26 places to take its buses to work and prohibits them from taking their own transportation” the
27 employees are “subject to the control of an employer” and the time spent traveling on the buses “is
28 compensable as ‘hours worked.’” *Id.* at 587.

1 19. Here, Defendants’ piece–rate pay practices failed and continue to fail to
2 compensate Plaintiff and other non-exempt truck drivers the legal minimum wage for all work-related
3 duties and tasks as described herein, including but not limited to numerous hours spent in or within
4 close proximity of their trucks during layover times. However, because Defendants are capable of
5 tracking the time worked by Plaintiff and other non-exempt truck drivers to the minute, Defendants’
6 pay practice itself exists not for the convenience or benefit of the employees, but to benefit Defendants
7 by underpaying truck drivers for all work-related duties. As a result, Plaintiff and other non-exempt
8 truck drivers were not properly paid for all hours worked in violation of Labor Code §§ 204, 510,
9 1194, 1197.1, 1199, and Wage Order No. 9.

10 20. Labor Code § 1197.1 authorizes employees who are paid less than the minimum
11 fixed by an applicable state or local law, or by an order of the commission a civil penalty, restitution
12 of wages, and liquidated damages as follows: (1) for any initial violation that is intentionally
13 committed, one hundred dollars (\$100) for each underpaid employee for each pay period for which
14 the employee is underpaid. . . [and] (2) [f]or each subsequent violation for the same specific offense,
15 two hundred fifty dollars (\$250) for each underpaid employee for each pay period for which the
16 employee is underpaid regardless of whether the initial violation is intentionally committed. As set
17 forth above, Defendants failed to compensate Plaintiff and other non-exempt truck drivers all wages
18 for all hours worked, and are thus liable for restitution of wages, civil penalties and liquidated
19 damages.

20 21. As a result of Defendants’ uniform pay policies and practices, Defendants also
21 failed and continue to fail to timely pay Plaintiff and other non-exempt employees in violation of
22 Labor Code § 204.

23 22. First, during the relevant time period, Plaintiff and other non-exempt employees
24 were not properly paid at the correct overtime rate for all hours worked in excess of eight (8) hours
25 per workday and/or forty (40) hours per workweek. Although Plaintiff and other non-exempt
26 employees regularly worked overtime hours, they were not always compensated at one and one-half
27 times their “regular rate of pay” because Defendants regularly failed to include all forms of
28 compensation, including, but not limited to, shift differentials, non-discretionary bonuses, incentive

1 pay, and other forms of remuneration when calculating the “regular rate of pay” used for payment of
2 overtime wages.

3 23. Under the California Labor Code (as well as the FLSA), courts have consistently
4 held that regularly paid non-discretionary bonuses (and other forms of pay) must be included in
5 determining an employee’s “regular rate of pay” for purposes of calculating overtime. (*See Haber v.*
6 *The Americana Corp.* 378 F. 2d 854, 855-856 (9th Cir. 1967) [holding that regularly paid efficiency
7 bonuses must be included in calculating the “regular rate”]; *Wang v. Chinese Daily News, Inc.* 435 F.
8 Supp. 2d 1042, 1055-1057 (C.D. Cal. 2006) [granting summary judgement to Plaintiff under
9 California and federal law on the grounds, that Defendant improperly calculated overtime by
10 excluding annual bonuses paid to employees from the “regular rate of compensation”].

11 24. By their policy of requiring Plaintiff and the other non-exempt employees to work
12 in excess of eight (8) hours in a workday and/or forty (40) hours in a workweek without compensating
13 them at the lawful rate of one-half (1 1/2) their “regular rate of pay,” Defendants willfully violated
14 the provisions of Labor Code § 510 and the applicable Wage Orders.

15 25. Accordingly, and to the extent permitted by law, Plaintiff and other non-exempt
16 employees are entitled to recover unpaid wages and penalties for violations of Labor Code §§ 204,
17 210, 510, and 1197.1.

18 26. Next, at all relevant times, Defendants failed in their obligation to pay Plaintiff and
19 other non-exempt employees the legally required paid sick days at the legal “regular rate of pay”
20 pursuant to Labor Code §§ 246(a), (b).

21 27. Pursuant to Labor Code § § 246(a),(b), “[a]n employee who, on or after July 1,
22 2015, works in California for the same employer for 30 or more days within a year from the
23 commencement of employment is entitled to paid sick days. . . at the rate of not less than one hour
24 per every 30 hours worked, beginning at the commencement of employment.”

25 28. Furthermore, Labor Code § 246(l)(1) provides that paid sick time for non-exempt
26 employees must be “calculated in the same manner as the regular rate of pay for the workweek in
27 which the employee uses paid sick time, whether or not the employee actually works overtime in that
28 workweek.”

1 29. Additionally, Labor Code § 246(l)(2) states that the paid sick time must be
2 “calculated by dividing the employee’s total wages, not including overtime premium pay, by the
3 employee’s total hours worked in the full pay periods of the prior 90 days of employment.”

4 30. Finally, Labor Code §246(i) requires employers to “provide an employee with
5 written notice that sets forth the amount of paid sick leave available, or paid time off leave an
6 employer provides in lieu of sick leave, for use on either the employee’s itemized wage statement
7 described in Section 226 or in a separate writing provided on the designated pay date with the
8 employee’s payment of wages.”

9 31. At all relevant times, Defendants failed in the obligation to pay Plaintiff and other
10 non-exempt employees the legally required paid sick days at the “regular rate of pay” pursuant to
11 Labor Code §§ 246(a), (b). Instead, Defendants paid sick time at the base rate of pay, rather than the
12 “regular rate of pay” as required by Labor Code §§ 246(l)(1-2).

13 32. Labor Code § 204 “pertains to the timing of wage payments” and serves a very
14 important public policy objective. “It has long been recognized that wages are not ordinary debts, . .
15 . and that, because of the economic position of the average worker and, in particular, his dependence
16 on wages for the necessities of life for himself and his family, it is essential to the public welfare that
17 he receive his pay when it is due.” (*See also In re Trombley* (1948) 31 Cal. 2d 801, 810-11 (citing *In*
18 *re Moffett* (1937) 19 Cal.App.2d 7, 19).

19 33. The penalties for violating Labor Code § 204 are set forth in Labor Code section
20 210(a) as follows: [E]very person who fails to pay the wages of each employee as provided in Section
21 204 shall be subject to a civil penalty as follows: (1) For any initial violation, one hundred dollars
22 (\$100) for each failure to pay each employee. (2) For each subsequent violation, or any willful or
23 intentional violation, two hundred dollars (\$200) for each failure to pay each employee, plus 25
24 percent of the amount unlawfully withheld.

25 34. Moreover, at all relevant times, Plaintiff and other non-exempt employees were
26 denied compliant and timely 30-minute off-duty meal periods as mandated by California law.
27 Specifically, due to Defendants’ uniform meal period policies/practices and operating requirements,
28 Plaintiff and other non-exempt employees were often unable to take timely and uninterrupted 30-

1 minute first meal periods before the end of the fifth hour of work. Further, when Plaintiff and other
2 non-exempt employees worked in excess of 10.0 hours in a shift, they were not always allowed and
3 permitted to take a mandated second meal period before the end of the tenth hour of work in violation
4 of the Labor Code and applicable Wage Orders. Additionally, for each missed or non-compliant meal
5 period, Defendants failed to maintain a mechanism by which Plaintiff and other non-exempt
6 employees were paid meal period premiums at the “regular rate of pay” pursuant to *Ferra v. Loews*
7 *Hollywood Hotel, LLC* (2021) 11 5th 858 and Labor Code § 226.7.

8 35. Furthermore, at all relevant times, Plaintiff and other non-exempt employees were
9 not provided with all 10-minute rest periods for every four hours worked, or major fraction thereof
10 due to Defendants’ uniform rest period policies/practices and scheduling practices. As a result,
11 Plaintiff and other non-exempt employees were and are often unable to take a net 10-minute duty free
12 rest periods for every major fraction of four hours worked. This includes a second rest period for
13 shifts in excess of six hours, and a third rest period for shifts in excess of 10 hours in a workday.

14 36. By not relieving all non-exempt employees of all duties during rest periods, PGP
15 failed to provide legally compliant rest periods. See *Augustus v. ABM Security Services, Inc.* (2016)
16 2 Cal. 5th 257, 269 [concluding that “during rest periods employers must relieve employees of all
17 duties and relinquish control over how employees spend their time.”]. In *Augustus*, the California
18 Supreme Court expressly rejected the employers’ assertion that it could provide an on-duty rest period
19 to employees who worked as security guards and further explained “that employers [must] relinquish
20 any control over how employees spend their break time and relieve their employees of all duties.” *Id.*
21 at 273.

22 37. Additionally, for each missed or non-compliant rest period, Defendants failed to
23 maintain a mechanism by which Plaintiff and other non-exempt employees were paid rest period
24 premiums at the “regular rate of pay” pursuant to Labor Code § 226.7.

25 38. As a result of Defendants’ uniform failure to pay for all hours worked, Plaintiff and
26 the other non-exempt employees were not paid all wages owed within seven days of the end of the
27 payroll period, and therefore, Defendants violated the provisions of Labor Code § 204 and the
28 applicable Wage Orders. Accordingly, to the extent permitted by law, Plaintiff and other non-exempt

1 employees are entitled to recover civil penalties pursuant to Labor Code §§ 204 and 210(a).

2 39. Moreover, at all relevant times, Defendants routinely failed to pay and continue to
3 fail to pay Plaintiff and other non-exempt employees' adequate reimbursement for necessary
4 expenditures incurred as a direct consequence and requirement of performing their job duties,
5 including but not limited to, expenses associated with personal cell phones and other driving related
6 business expenses. Consequently, since Defendants failed to comply with Labor Code § 2802 and
7 Wage Order No. 9, Plaintiff and other non-exempt employees would be entitled to recover penalties
8 under Labor Code § 2802.

9 40. As a result of Defendants' unlawful pay policies and practices that resulted in a
10 failure to pay non-exempt employees the minimum wage for all hours worked, Defendants also
11 intentionally failed and continue to fail to furnish Plaintiff and other non-exempt employees with
12 itemized wage statements that accurately reflect the correct amounts of gross wages earned and net
13 wages earned as required by Labor Code § 226(a). Consequently, since Defendants failed to comply
14 with Labor Code § 226(a), Plaintiff and other non-exempt employees would be entitled to recover
15 penalties under Labor Code § 226(e).

16 41. As a further result of Defendants' failure to pay Plaintiff and other non-exempt
17 employees for all hours worked, and failure to timely pay all wages owed, Defendants also failed to
18 pay Plaintiff and other non-exempt employees all wages owed at their time of separation from
19 employment in violation of Labor Code §§ 201-203. Accordingly, Plaintiff and other non-exempt
20 employees would be entitled to recover penalties under Labor Code §§ 201-203.

21 **CLASS ACTION ALLEGATIONS**

22 42. Class Definition: Plaintiff brings this action on behalf of himself and the following
23 Classes pursuant to § 382 of the Code of Civil Procedure:

- 24 (1) All non-exempt truck drivers who worked for Defendants in California,
25 during the four years immediately preceding the filing of the Complaint
through the date of trial. ("Class"); and
26 (2) All non-exempt truck drivers who worked for Defendants in California,
27 during the one year immediately preceding the filing of the Complaint
28 through the date of trial. ("Wage Statement Class"); and

1 (3) All non-exempt truck drivers who worked for Defendants in California, and
2 who have left Defendants' employ during one year immediately preceding
3 the filing of the Complaint through the date of trial. ("Waiting Time Penalty
4 Class")
(Collectively "Classes").

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

10 44. **Common Questions of Law and Fact Predominate/Well Defined Community of**
11 **Interest:** There are common questions of law and fact as to Plaintiff and all other similarly situated
12 employees, which predominate over questions affecting only individual members including, without
13 limitation to:

14 1. Whether Defendants' piece-rate payment policies/practices resulted in a failure to
15 pay members of the Classes minimum wages for all hours worked;

16 2. Whether Defendants failed to timely pay all wages owed during employment to
17 members of the Classes;

18 3. Whether Defendants failed to reimburse members of the Classes for all necessary
19 business expenditures;

20 4. Whether Defendants furnished legally compliant wage statements to members of the
21 Classes pursuant to Labor Code § 226; and

22 5. Whether the timing and amount of payment of final wages to members of the
23 Waiting Time Penalty Class at the time of separation from employment were unlawful.

24 45. **Predominance of Common Questions:** Common questions of law and fact
25 predominate over questions that affect only individual members of the Classes. The common
26 questions of law set forth above are numerous and substantial and stem from Defendants' policies
27 and/or practices applicable to each individual class member, such as Defendants' uniform piece-rate
28 pay policy/practice, Defendants' uniform policy of failing to timely pay all wages owed during

1 employment, Defendants' failure to reimburse necessary business expenditures, and Defendants'
2 resulting failure to provide accurate itemized wage statements and to pay for all wages due upon
3 termination. As such, the common questions predominate over individual questions concerning each
4 individual class member's showing as to his or her eligibility for recovery or as to the amount of his
5 or her damages.

6 46. **Typicality:** The claims of Plaintiff are typical of the claims of the Classes because
7 Plaintiff was employed by Defendants as a non-exempt truck driver in California during the statute(s)
8 of limitation applicable to each cause of action pled in the Complaint in this action. As alleged herein,
9 Plaintiff, like the members of the Classes was deprived of minimum wages as a result of Defendants'
10 unlawful piece-rate pay policy/practices, was not paid timely all wages owed during employment,
11 was subject to Defendants' uniform pay practices, was not reimbursed for necessary business
12 expenditures, was not provided accurate itemized wage statements, and was not paid all wages owed
13 at the time of his separation of employment.

14 47. **Adequacy of Representation:** Plaintiff is fully prepared to take all necessary steps
15 to represent fairly and adequately the interests of the members of the Classes. Moreover, Plaintiff's
16 attorneys are ready, willing and able to fully and adequately represent the members of the Classes
17 and Plaintiff. Plaintiff's attorneys have prosecuted many wage-and-hour class actions in state and
18 federal court in the past and are committed to vigorously prosecuting this action on behalf of the
19 members of the Classes.

20 48. **Superiority:** The Labor Code is broadly remedial in nature and serves an important
21 public interest in establishing minimum working conditions and standards in California. These laws
22 and labor standards protect the average working employee from exploitation by employers who have
23 the responsibility to follow the laws and who may seek to take advantage of superior economic and
24 bargaining power in setting onerous terms and conditions of employment. The nature of this action
25 and the format of laws available to Plaintiff and members of the Classes make the class action format
26 a particularly efficient and appropriate procedure to redress the violations alleged herein. If each
27 employee were required to file an individual lawsuit, Defendants would necessarily gain an
28 unconscionable advantage since they would be able to exploit and overwhelm the limited resources

1 of each individual plaintiff with their vastly superior financial and legal resources. Moreover,
2 requiring each member of the Classes to pursue an individual remedy would also discourage the
3 assertion of lawful claims by employees who would be disinclined to file an action against their
4 former and/or current employer for real and justifiable fear of retaliation and permanent damages to
5 their careers at subsequent employment. Further, the prosecution of separate actions by the individual
6 class members, even if possible, would create a substantial risk of inconsistent or varying verdicts or
7 adjudications with respect to the individual class members against Defendants herein; and which
8 would establish potentially incompatible standards of conduct for Defendants; and/or legal
9 determinations with respect to individual class members which would, as a practical matter, be
10 dispositive of the interest of the other class members not parties to adjudications or which would
11 substantially impair or impede the ability of the class members to protect their interests. Further, the
12 claims of the individual members of the Classes are not sufficiently large to warrant vigorous
13 individual prosecution considering all of the concomitant costs and expenses attending thereto. As
14 such, the Classes identified in Paragraph 24 are maintainable as Classes under § 382 of the Code of
15 Civil Procedure.

16 **FIRST CAUSE OF ACTION**

17 **MINIMUM WAGE VIOLATIONS**

18 **(AGAINST ALL DEFENDANTS)**

19 49. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

20 50. Wage Order No. 9, § 4 and Labor Code §§ 1197 and 1182.12 establish the right of
21 employees to be paid minimum wages for all hours worked, in amounts set by state law. Labor Code
22 §§ 1194(a) and 1194.2(a) provide that an employee who has not been paid the legal minimum wage
23 as required by Labor Code § 1197 may recover the unpaid balance together with attorneys' fees and
24 costs of suit, as well as liquidated damages in an amount equal to the unpaid wages and interest
25 accrued thereon.

26 51. At all relevant times herein, Defendants failed to conform their pay practices to the
27 requirements of the law. This unlawful conduct includes but is not limited to Defendants' uniform
28 and unlawful piece-rate pay plan based on mileage pay, which resulted in these individuals not being

1 paid for all hours they were actually suffered or permitted worked. Accordingly, Plaintiff and
2 members of the Classes were not compensated for all hours worked including, but not limited to, all
3 hours they were subject to the control of Defendants and/or suffered or permitted to work under the
4 Labor Code and Wage Order No. 9.

5 52. Labor Code § 1198 makes unlawful the employment of an employee under
6 conditions that the Industrial Welfare Commission prohibits. Labor Code §§ 1194(a) and 1194.2(a)
7 provide that an employer who has failed to pay its employees the legal minimum wage is liable to
8 pay those employees the unpaid balance of the unpaid wages as well as liquidated damages in an
9 amount equal to the wages due and interest thereon.

10 53. As a direct and proximate result of Defendants' unlawful conduct as alleged herein,
11 Plaintiff and the Classes have sustained economic damages, including but not limited to unpaid wages
12 and lost interest, in an amount to be established at trial, and they are entitled to recover economic and
13 statutory damages and penalties and other appropriate relief as a result of Defendants' violations of
14 the Labor Code and Wage Order No. 9.

15 54. Defendants' practice and uniform administration of corporate policy regarding
16 illegal employee compensation is unlawful and creates an entitlement to recovery by Plaintiff and
17 members of the Classes in a civil action for the unpaid amount of minimum wages, liquidated
18 damages, including interest thereon, statutory penalties, attorney's fees, and costs of suit according
19 to Labor Code §§ 204, 558, 1194 *et seq.*, 1197, 1198, and Code of Civil Procedure § 1021.5.

20 **SECOND CAUSE OF ACTION**

21 **FAILURE TO PAY ALL OVERTIME WAGES**

22 **(AGAINST ALL DEFENDANTS)**

23 55. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

24 56. This cause of action is brought pursuant to Labor Code §§ 204, 210, 510, 558, 1194,
25 and 1198, which provide that non-exempt employees are entitled to overtime wages for all overtime
26 hours worked and provide a private right of action for the failure to pay all overtime compensation
27 for overtime work performed.

28 57. At all times relevant herein, Defendants were required to properly pay Plaintiff and

1 members of the Overtime Subclass for all overtime hours worked pursuant to California Labor Code
2 § 1194 and the applicable Wage Orders.

3 58. Section 3 of the applicable Wage Order requires an employer to pay an employee
4 “one and one-half (1 1/2) times the employee’s regular rate of pay” for work in excess of 8 hours per
5 workday and/or in excess of 40 hours of work in the workweek. The same section also requires an
6 employer to pay an employee double the employee’s regular rate of pay for work in excess of twelve
7 hours each workday and/or for work in excess of 8 hours on the seventh consecutive day of work in
8 the workweek. Defendants caused Plaintiff to work overtime and hours but did not compensate
9 Plaintiff or members of the Overtime Subclass at one and one-half times their regular rate of pay for
10 such hours.

11 59. Defendants failed to include all forms of compensation, including, but not limited
12 to, shift differentials, non-discretionary bonuses, incentive pay, and other forms of remuneration
13 when calculating the “regular rate of pay” used in payment of overtime wages, all of which resulted
14 in Plaintiff and the Overtime Subclass not being paid all overtime wages owed.

15 60. The foregoing policies and practices are unlawful and create entitlement to recovery
16 by Plaintiff and the members of the Overtime Subclass in a civil action for the unpaid amount of
17 overtime wages, including interest thereon, statutory penalties, attorney’s fees, and costs of suit
18 according to Labor Code §§ 204, 210, 510, 1194, and 1198, the applicable Wage Orders, and Code
19 of Civil Procedure § 1021.5.

20 **THIRD CAUSE OF ACTION**

21 **FAILURE TO PAY ALL SICK TIME**

22 **(AGAINST ALL DEFENDANTS)**

23 61. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

24 62. This cause of action is brought pursuant to Labor Code §§ 246, 558, 1194.2, 1197.1,
25 1198, and 1199 which provide that non-exempt employees are entitled to have their sick time paid at
26 the regular rate, including all forms of compensation/remuneration.

27 63. At all times relevant herein, Defendants were required to properly pay Plaintiff and
28 members of the Class for all accrued sick leave taken, pursuant to California Labor Code § 246.

64. Defendants failed to conform their pay practices to the requirements of the law. This unlawful conduct includes but is not limited to Defendants' uniform and unlawful policy/practice of failing to include all forms of compensation, including but not limited to shift differentials, non-discretionary bonuses, and other forms of remuneration into the calculation of the "regular rate of pay," which resulted in Plaintiff and the Class not being paid all sick time wages owed.

65. The foregoing policies and practices are unlawful and create entitlement to recovery by Plaintiff and the members of the Class in a civil action for the unpaid amount of sick time wages, including interest thereon, statutory penalties, attorney's fees, and costs of suit according to Labor Code §§ 246, 558, 1194.2, 1197.1, 1198, the applicable Wage Orders, and Code of Civil Procedure § 1021.5.

FOURTH CAUSE OF ACTION

MEAL PERIOD VIOLATIONS

(AGAINST ALL DEFENDANTS)

66. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

67. Labor Code Labor Code § 512(a), in part, provides that employers, including Defendants, may not employ an employee for a work period of more than five (5) hours per day without providing the employee the opportunity to take an uninterrupted meal period of not less than thirty (30) minutes, except that if the total work period per day of the employee is no more than six (6) hours, the meal period may be waived by mutual consent of both the employer and the employee. Employers may not employ an employee for a work period more than ten (10) hours per day without providing the employee with a second meal period of not less than thirty (30) minutes. Furthermore, Labor Code 512(b) requires employers to provide uninterrupted meal periods to employees prior to the commencement of the employees' sixth (6th) hour of work.

68. Pursuant to Labor Code § 226(b) and the applicable IWC Wage Order, Defendants shall pay an employee one (1) additional hour of pay at the employee’s “regular rate of pay” for each meal period that is missed.

69. At all relevant times, Plaintiff and the Class were denied compliant and timely 30-minute off-duty meal periods as mandated by California law. Specifically, due to Defendants'

1 uniform meal period policies/practices and operating requirements, Plaintiff and the Class were often
2 unable to take timely and uninterrupted 30-minute first meal periods before the end of the fifth hour
3 of work. Further, when Plaintiff and the Class worked in excess of 10.0 hours in a shift, they were
4 not always allowed and permitted to take a mandated second meal period before the end of the tenth
5 hour of work in violation of the Labor Code and applicable Wage Orders.

6 70. Additionally, for each missed or non-compliant meal period, Defendants failed to
7 maintain a mechanism by which aggrieved employees were paid meal period premiums at the
8 “regular rate of pay” pursuant to *Ferra v. Loews Hollywood Hotel, LLC* (2021) 11 5th 858 and Labor
9 Code § 226.7.

10 71. Accordingly, as a result of Defendants’ failure to provide legally compliant meal
11 periods in violation of Labor Code 226.7, 510, 516, and applicable IWC Wage Orders.

12 **FIFTH CAUSE OF ACTION**

13 **REST PERIODS VIOLATIONS**

14 **(AGAINST ALL DEFENDANTS)**

15 72. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

16 73. During the relevant time period, Plaintiff and the Class were not provided with all
17 10-minute rest periods for every four hours worked, or major fraction thereof due to PGP’s uniform
18 rest period policies/practices and scheduling practices. As a result, Plaintiff and the Class were and
19 are often unable to take a net 10-minute duty free rest periods for every major fraction of four hours
20 worked. This includes a second rest period for shifts in excess of six hours, and a third rest period for
21 shifts in excess of 10 hours in a workday.

22 74. By not relieving all non-exempt employees of all duties during rest periods, PGP
23 failed to provide legally compliant rest periods. See *Augustus v. ABM Security Services, Inc.* (2016)
24 2 Cal. 5th 257, 269 [concluding that “during rest periods employers must relieve employees of all
25 duties and relinquish control over how employees spend their time.”]. In *Augustus*, the California
26 Supreme Court expressly rejected the employers’ assertion that it could provide an on-duty rest period
27 to employees who worked as security guards and further explained “that employers [must] relinquish
28 any control over how employees spend their break time and relieve their employees of all duties.” *Id.*

1 at 273.

2 75. Additionally, for each missed or non-compliant rest period, Defendants failed to
3 maintain a mechanism by which aggrieved employees were paid rest period premiums at the “regular
4 rate of pay” pursuant to Labor Code § 226.7.

5 76. Accordingly, as a result of Defendants’ failure to provide legally compliant rest
6 periods in violation of Labor Code 226.7, 512, and applicable IWC Wage Orders.

7 **SIXTH CAUSE OF ACTION**

8 **FAILURE TO INDEMNIFY NECESSARY BUSINESS EXPENSES**

9 **(AGAINST ALL DEFENDANTS)**

10 77. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

11 78. It was necessary for Plaintiff and members of the Class to incur various expenses as
12 outlined herein above in the discharge of their job duties. These expenses include but are not limited
13 to expenses associated with the use of a personal cell phone with a data plan, and expenses related to
14 the performance of their job duties. Although Plaintiff and members of the Class incurred these
15 expenses at the direction of Defendants and/or in the direct discharge of their job duties, Defendants
16 did not adequately reimburse these employees for such necessary work expenditures during the four
17 years preceding the filing of the Complaint.

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

22 80. At all relevant times herein, Defendants were subject to Labor Code § 2804, which
23 states that “any contract or agreement, express or implied, made by any employee to waive the
24 benefits of this article or any part thereof, is null and void, and this article shall not deprive any
25 employee or his personal representative of any right or remedy to which he is entitled under the laws
26 of this State.”

27 81. As a proximate result of Defendants’ policies and/or practices in violation of Labor
28 Code §§ 2802 and 2804, Plaintiff and members of the Classes were damaged in sums, which will be

1 shown according to proof at trial.

2 82. Plaintiff and members of the Classes are entitled to attorneys' fees and costs of suit
3 pursuant to Labor Code § 2802(c) for bringing this action.

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

8 **SEVENTH CAUSE OF ACTION**

9 **FAILURE TO PROVIDE ACCURATE WRITTEN WAGE STATEMENTS**

10 **(AGAINST ALL DEFENDANTS)**

11 84. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

12 85. Labor Code 226(a) states in pertinent part the following:

13 “(a) An employer, semimonthly or at the time of each payment of wages, shall
14 furnish to his or her employee, either as a detachable part of the check, draft, or
15 voucher paying the employee's wages, or separately if wages are paid by personal
16 check or cash, an accurate itemized statement in writing showing (1) gross wages
17 earned, (2) total hours worked by the employee, except as provided in subdivision
18 (j), (3) the number of piece-rate units earned and any applicable piece rate if the
19 employee is paid on a piece-rate basis, (4) all deductions, provided that all
20 deductions made on written orders of the employee may be aggregated and shown
21 as one item, (5) net wages earned, (6) the inclusive dates of the period for which
22 the employee is paid, (7) the name of the employee and only the last four digits of
his or her social security number or an employee identification number other than
a social security number, (8) the name and address of the legal entity that is the
employer, and (9) all applicable hourly rates in effect during the pay period and the
corresponding number of hours worked at each hourly rate by the employee. . .”

23 86. As set forth above, during the Class Period, Defendants issued and continues to issue
24 wage statements to its employees including Plaintiff and members of the Wage Statement Class which
25 are inadequate under Labor Code § 226(a). Here, by failing to pay Plaintiff and the Wage Statement
26 Class for all hours worked, including all minimum wages, and failing to timely pay wages owed
27 during employment, Defendants failed to include the required information on Plaintiff and the Wage
28 Statement Class's wage statements, including, but not limited to, the gross wages earned, and the net

1 wages earned in violation of Labor Code § 226a.

2 87. Defendants' failure to comply with Labor Code § 226(a) was knowing and
3 intentional.

4 88. As a result of Defendants' issuance of inaccurate itemized wage statements to
5 Plaintiff and members of the Wage Statement Class in violation of Labor Code § 226(a), Plaintiff and
6 members of the Wage Statement Class are each entitled to recover an initial penalty of \$50, and
7 subsequent penalties of \$100, up to an amount not exceeding an aggregate penalty of \$4,000 per
8 Plaintiff and per every member of the Wage Statement Class from Defendants pursuant to Labor
9 Code § 226(e), costs and reasonable attorneys' fees.

10 **EIGHT CAUSE OF ACTION**

11 **WAITING TIME PENALTIES**

12 **(AGAINST ALL DEFENDANTS)**

13 89. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

14 90. The actionable period for this cause of action is three years prior to the filing of this
15 Complaint through the present, and on-going until the violations are corrected, or the class is
16 certified.

17 91. Sections 201 and 202 of the Labor Code require Defendants to pay all compensation
18 due and owing to Plaintiff and the Waiting Time Penalty Class during the actionable period for this
19 cause of action at or around the time that their employment is or was terminated or ended.

20 92. Section 203 of the Labor Code provides that if an employer willfully fails to pay
21 compensation promptly upon discharge or resignation, as required by Sections 201 and 202, then the
22 employer is liable for penalties in the form of continued compensation up to thirty (30) workdays.

23 93. Defendants willfully failed to pay Plaintiff and the Waiting Time Penalty Class for all
24 hours worked, including minimum wages, and all other wages owed prior to or upon termination or
25 separation from employment with Defendants as required by Labor Code §§ 201 and 202.

26 94. As a result, Defendants are liable to Plaintiff and the Waiting Time Penalty Class for
27 waiting time penalties amounting to thirty (30) days wages for Plaintiff and the Waiting Time Penalty
28 Class pursuant to Labor Code § 203. *See, e.g.,* DLSE Manual, 4.3.4 (Failure to pay any sort of wages

1 due upon termination entitles an employee to recover waiting time penalties).

2 **NINTH CAUSE OF ACTION**

3 **FAILURE TO MAINTAIN ACCURATE EMPLOYMENT RECORDS**

4 **(AGAINST ALL DEFENDANTS)**

5 95. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

6 96. Pursuant to California Labor Code section 1174, subdivision (d), an employer shall keep
7 at a central location in the state or at the plants or establishments at which employees are employed,
8 payroll records showing the hours worked daily by and wages paid to employees employed at the
9 respective plants or establishments. These records must be kept in accordance with rules established
10 for this purpose by the commission, but in any case, shall be kept on file for not less than two years.

11 97. Labor Code section 1174.5 imposes a civil penalty of \$500 for an employer's failure to
12 maintain accurate and complete records.

13 98. Defendant has intentionally and willfully failed to keep accurate and complete records
14 showing the hours worked daily and wages paid to Plaintiff and the other Class Members. Thus,
15 Plaintiff and the other Class Members have been denied their legal right and protected interest in
16 having available at a central location at the plant or establishment where they are employed, accurate
17 and complete payroll records showing the hours worked daily by, and the wages paid to, employees
18 at those respective locations pursuant to Labor Code 1174.

19 **TENTH CAUSE OF ACTION**

20 **UNFAIR COMPETITION BUSINESS & PROFESSIONS CODE § 17200 *et seq.***

21 **(AGAINST ALL DEFENDANTS)**

22 99. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

23 100. Defendants have engaged and continue to engage in unfair and/or unlawful business
24 practices in California in violation of California Business and Professions Code § 17200 *et seq.*, by
25 failing to pay for all hours worked, including minimum wages, by failing to timely pay wages during
26 employment, by failing to reimburse for all necessary business expenditures, by failing to provide
27 accurate itemized wage statements, and by failing to pay Plaintiff and members of the Waiting Time
28 Penalty Class all earned wages at the time of their separation.

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

6 102. Because Plaintiff is a victim of Defendants' unfair and/or unlawful conduct alleged
7 herein, Plaintiff for himself and on behalf of the members of the Classes, seeks full restitution of
8 monies, as necessary and according to proof, to restore any and all monies withheld, acquired and/or
9 converted by Defendants pursuant to Business and Professions Code §§ 17203 and 17208.

10 103. The acts complained of herein occurred within the last four years immediately.
11 preceding the filing of the Complaint in this action.

12 104. Plaintiff was compelled to retain the services of counsel to file this court action to
13 protect his interests and those of the Classes, to obtain restitution and injunctive relief on behalf of
14 Defendants' current hourly non-exempt truck drivers, and to enforce important rights affecting the
15 public interest. Plaintiff has thereby incurred the financial burden of attorneys' fees and costs, which
16 he is entitled to recover under Code of Civil Procedure § 1021.5.

17 **ELEVENTH CAUSE OF ACTION**
18 **PRIVATE ATTORNEYS GENERAL ACT**
19 **(Labor Code § 2698 *et seq.*)**
20 **(AGAINST ALL DEFENDANTS)**

21 105. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

22 106. Defendants have committed several Labor Code violations against Plaintiff and other
23 non-exempt employees. Plaintiff, an "aggrieved employee" within the meaning of Labor Code § 2698
24 *et seq.*, acting on behalf of himself and other non-exempt employees, bring this representative action
25 against Defendants to recover the civil penalties due to Plaintiff, other similarly non-exempt
26 employees, and the State of California according to proof pursuant to Labor Code § 2699 (a) and (f)
27 including, but not limited to (1) \$100 for each initial violation and (2) \$200 for each subsequent
28 violation per employee per pay period for those violations of the Labor Code for which no civil

1 penalty is specifically provided based on the following Labor Code violations:

2 a. Failing to pay Plaintiff and other non-exempt employees for all hours worked in
3 violation of Labor Code §§ 204, 510, 1194, 1197, 1198, and 1182.12;

4 b. Failing to provide Plaintiff and other non-exempt employees with all of their
5 statutorily mandated meal periods or compensation at the “regular rate of pay” in lieu thereof in
6 violation of Labor Code §§ 204, 510, 558, 1194 and 1198;

7 c. Failing to authorize and permit Plaintiff and other non-exempt employees with all of
8 their statutorily mandated rest periods or compensation at the “regular rate of pay” in lieu thereof in
9 violation of Labor Code §§ 226.7, and 516;

10 d. Failing to reimburse Plaintiff and other non-exempt employees for all necessary
11 business expenditures in violation of Labor Code 2208 and 2802;

12 e. Failing to pay wages timely during employment to Plaintiff and other non-exempt
13 employees in violation of Labor Code §§ 204 and 210;

14 f. Failing to timely compensate Plaintiff and other non-exempt employees with all
15 earnings at their separation of employment in violation of Labor Code §§ 201-203; and

16 g. Failing to furnish Plaintiff and other non-exempt employees with complete,
17 accurate, itemized wage statements in violations of Labor Code § 226(a).

18 107. On or about October 22, 2021, Plaintiff notified Defendant Ozark Trucking, Inc.,
19 via certified mail, and the California Labor and Workforce Development Agency (“LWDA”) via its
20 website of Defendant’s violations of the California Labor Code § 2698 et seq., with respect to
21 violations of the California Labor Code identified in Paragraph 62 (a)-(e). Now that sixty-five days
22 have passed from Plaintiff notifying Defendant and the LWDA of these violations, Plaintiff will have
23 exhausted his administrative requirements for bringing a claim under the Private Attorneys General
24 Act with respect to these violations.

25 108. Plaintiff was compelled to retain the services of counsel to file this court action to
26 protect their interests and the interests of other non-exempt employees, and to assess and collect the
27 civil penalties owed by Defendants. Plaintiff has hereby incurred attorneys’ fees and costs, which he
28 is entitled to receive under California Labor Code § 2699.

1 **PRAYER FOR RELIEF**

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

- 4 1. For an order certifying the proposed Classes;
- 5 2. For an order appointing Plaintiff as representative of the Classes;
- 6 3. For an order appointing Counsel for Plaintiff as Counsel for the Classes;
- 7 4. Upon the First Cause of Action, for payment of minimum wages, liquidated damages,
8 and penalties according to proof pursuant to Labor Code §§ 1182.12, 1194, 1194.2 and 1197;
- 9 5. Upon the Second Cause of Action, for compensatory, consequential, general and
10 special damages according to proof pursuant to Labor Code §§ 204, 210, 510, 1194, and 1198;
- 11 6. Upon the Third Cause of Action, for compensatory, consequential, general and special
12 damages according to proof pursuant to Labor Code §§ 246, 558, 1194.2, 1197.1, 1198, 1199;
- 13 7. Upon the Fourth Cause of Action, for compensatory, consequential, general and
14 special damages according to proof pursuant to Labor Code §§ 226.7 and 512;
- 15 8. Upon the Fifth Cause of Action, for compensatory, consequential, general and special
16 damages according to proof pursuant to Labor Code §§ 226.7 and 516;
- 17 9. Upon the Sixth Cause of Action, all unreimbursed expenses recoverable under Labor
18 Code § 2802, along with interest from the date the expense was incurred, and reasonable costs
19 attorneys' fees;
- 20 10. Upon the Seventh Cause of Action, penalties pursuant to Labor Code § 226(a), and
21 reasonable costs and attorneys' fees;
- 22 11. Upon the Eighth Cause of Action, for statutory waiting time penalties pursuant to Labor
23 Code §§ 201-203.;
- 24 12. Upon the Ninth Cause of Action, For the failure to maintain accurate employment
25 records, penalties pursuant to Labor Code sections 226.3, 1174.5, and others that may be applicable
- 26 13. Upon the Tenth Cause of Action, for restitution to Plaintiff and members of the Classes
27 of all money and/or property unlawfully acquired by Defendants by means of any acts or practices
28 declared by this Court to be in violation of Business and Professions Code § 17200 *et seq.*;

1 14. Upon the Sixth Cause of Action, for civil penalties due to Plaintiff, other non-exempt
2 aggrieved employees, and the State of California according to proof pursuant to Labor Code § 2699
3 (a) and (f) including, but not limited to: (1) \$100 for each initial violation and \$200 for each
4 subsequent violation per employee per pay period for those violations of the Labor Code for which
5 no civil penalty is specifically provided under the Labor Code.

6 15. Prejudgment interest on all due and unpaid wages pursuant to California Labor Code
7 § 218.6 and Civil Code §§ 3287 and 3289;

8 16. On all causes of action, for attorneys' fees and costs as provided by Labor Code §§
9 218.5, 226, and Code of Civil Procedure § 1021.5; and

10 17. For such other and further relief, the Court may deem just and proper.

11 Dated: April 6, 2023

FALAKSSA LAW, P.C.
BOKHOUR LAW GROUP, P.C.

12
13
14 By: _____

Joshua S. Falakassa, Esq.

Mehrdad Bokhour, Esq.

Attorneys for Plaintiff and the Putative Classes

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PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of eighteen years and not a party to the within action; my business address is 1901 Avenue of the Stars, Suite 450, Los Angeles, California 90067.

On May 2, 2023, I served the following document(s) described as **SECOND AMENDED CLASS AND PAGA ACTION COMPLAINT** on the interested parties in this action by placing true copies thereof enclosed in sealed envelopes addressed as follows:

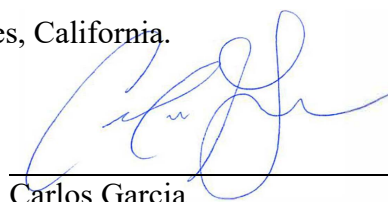
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CASTLE LAW
2999 Douglas Boulevard, Suite 180
Roseville, California 95661

Counsel for defendant Ozark Trucking, Inc.

BY ELECTRONIC MAIL: Based on a Court order or an agreement by the parties to accept service by e-mail or electronic transmission, I caused such the document(s) described above to be sent from my email address to the persons listed above. I did not receive, within a reasonable time after the transmission, any electronic message or indication that the transmission was unsuccessful.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on May 2, 2023, at Los Angeles, California.



Carlos Garcia