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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SANTA BARBARA**

JOSE VALENCIA, an individual,
BRANDON JEROUE, an individual, and on
behalf of all others similarly situated,

Plaintiffs,

vs.

SENTINEL TRANSPORTION, LLC, a
Delaware limited liability company; and
DOES 1 through 50, inclusive,

Defendants.

22CV01684

Case No.:

**REPRESENTATIVE ACTION COMPLAINT
UNDER THE PRIVATE ATTORNEYS
GENERAL ACT OF 2004**

DEMAND OVER \$25,000.00

1 Plaintiffs Jose Valencia and Brandon Jeroue (collectively, “Plaintiffs”) hereby submit this
2 Representative Action Complaint (“Complaint”) against Defendant Sentinel Transportation, LLC
3 (“Defendant”), and Does 1 through 50 (collectively, “Defendants”), on behalf of all aggrieved
4 employees of Defendant, for penalties for violations of the California Labor Code as follows:

5 **INTRODUCTION**

6 1. This representative action is within the Court’s jurisdiction under California
7 Labor Code sections 201, 202, 203, 204, 226, 510, 558, 1174, 1198, 1199, 2802, 2698, *et seq.*,
8 and the applicable Wage Orders of the Industrial Welfare Commission (“IWC”).

9 2. This Complaint challenges systemic illegal employment practices resulting in
10 violations of the California Labor Code against individuals who worked for Defendant.

11 3. Plaintiffs are informed and believe, and based thereon alleges, that Defendants,
12 jointly and severally, have acted intentionally and with deliberate indifference and conscious
13 disregard to the rights of all employees by failing to reimburse business expenses, provide
14 accurate wage statements, and pay minimum, regular, overtime, and reporting time wages.

15 **JURISDICTION AND VENUE**

16 4. The Court has jurisdiction over the violations of the California Labor Code
17 sections 201, 202, 203, 204, 226, 510, 558, 1174, 1198, 1199, 2802, 2698, *et seq.*, and the
18 applicable IWC Wage Orders.

19 5. Venue is proper in Santa Barbara County because Plaintiff Brandon Jeroue
20 (“Plaintiff Jeroue”) worked for Defendant in Santa Barbara, California.

21 **PARTIES**

22 6. Plaintiff Jose Valencia (“Plaintiff Valencia”) has been employed by Defendant as
23 a truck driver since approximately July 2016. For the duration of his employment with
24 Defendant, Plaintiff Valencia worked as an hourly non-exempt employee.

25 7. Plaintiff Jeroue was employed by Defendants as a truck driver from about March
26 27, 2020, until on or about November 28, 2021. For the duration of his employment with
27 Defendant, Plaintiff Jeroue worked as an hourly non-exempt employee.

28 8. Plaintiffs were and are the victims of the policies, practices, and customs of

1 Defendant complained of in this action in ways that have deprived them of the rights guaranteed
2 by California Labor Code sections 201, 202, 203, 204, 226(a), 510, 558, 1174, 1198, 1199, 2802,
3 2698, *et seq.*, and the applicable IWC Wage Orders.

4 9. Plaintiffs are informed and believe, and based thereon allege, that Sentinel
5 Transportation, LLC is a Delaware limited liability company that operates locations in the State
6 of California, including in Santa Barbara County, California.

7 10. Plaintiffs are informed and believe, and based thereon alleges, that at all times
8 herein mentioned Does 1 through 50, are and were corporations, business entities, individuals,
9 and partnerships, licensed to do business and actually doing business in the State of California.
10 As such, and based upon all the facts and circumstances incident to Defendants' business,
11 Defendants are subject to the California Labor Code and the applicable IWC Wage Orders.

12 11. Plaintiffs do not know the true names or capacities, whether individual, partner or
13 corporate, of the defendants sued herein as Does 1 through 50, inclusive, and for that reason, said
14 defendants are sued under such fictitious names, and Plaintiffs prays for leave to amend this
15 complaint when the true names and capacities are known. Plaintiffs are informed and believe and
16 based thereon alleges that each of said fictitious defendants was responsible in some way for the
17 matters alleged herein and proximately caused Plaintiffs and aggrieved employees to be subject
18 to the illegal employment practices, wrongs and injuries complained of herein.

19 12. At all times herein mentioned, each defendant participated in the doing of the acts
20 hereinafter alleged to have been done by the named Defendant; and furthermore, Defendants,
21 and each of them, were the agents, servants and employees of each of the other defendants, as
22 well as the agents of all Defendants, and at all times herein mentioned, were acting within the
23 course and scope of said agency and employment.

24 13. Plaintiffs are informed and believe, and based thereon alleges, that at all times
25 material hereto, each of the Defendants named herein was the agent, employee, alter ego and/or
26 joint venturer of, or working in concert with each of the other co-Defendants and was acting
27 within the course and scope of such agency, employment, joint venture, or concerted activity. To
28 the extent said acts, conduct, and omissions were perpetrated by certain Defendants, each of the

1 remaining Defendants confirmed and ratified said acts, conduct, and omissions of the acting
2 Defendants.

3 14. At all times herein mentioned, Defendants, and each of them, were members of,
4 and engaged in, a joint venture, partnership and common enterprise, and acting within the course
5 and scope of, and in pursuance of, said joint venture, partnership and common enterprise.

6 15. At all times herein mentioned, the acts and omissions of various Defendants, and
7 each of them, concurred and contributed to the various acts and omissions of each and all of the
8 other Defendants in proximately causing the injuries and damages as herein alleged. At all times
9 herein mentioned, Defendants, and each of them, ratified each and every act or omission
10 complained of herein. At all times herein mentioned, Defendants, and each of them, aided and
11 abetted the acts and omissions of each and all of the other Defendants in proximately causing the
12 damages as herein alleged.

13 **FIRST CAUSE OF ACTION**

14 **VIOLATION OF LABOR CODE § 2698, *ET SEQ.***

15 **(BY PLAINTIFFS AND AGGRIEVED EMPLOYEES AGAINST ALL DEFENDANTS)**

16 16. Plaintiffs re-allege and incorporates by reference the preceding paragraphs as
17 though fully set forth herein.

18 17. Plaintiffs bring this cause of action as a proxy for the State of California and in
19 this capacity, seeks penalties on behalf of all Aggrieved Employees from January 20, 2021,
20 through the present, for Defendant's policy and practice of: (a) failing to reimburse business
21 expenses, in violation of Labor Code section 2802; (b) failing to provide accurate, itemized wage
22 statements, in violation of Labor Code section 226(a); (c) failing to pay all minimum, regular,
23 overtime, and reporting time wages, in violation of Labor Code sections 510, 558, 1174, 1198,
24 and 1199; (d) failing to pay earned wages in a timely manner, in violation of Labor Code section
25 204; and (e) failing to pay all earned wages upon separation of employment, in violation of
26 Labor Code sections 201, 202 and 203.

27 18. Plaintiffs and Aggrieved Employees were regularly required to use personal
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cellular phones for work-related purposes, including, but not limited to, for the purpose of submitting time records and communicating with other employees. Defendant did not reimburse employees for such costs. Relatedly, Plaintiffs and other Aggrieved Employees were required to wear and maintain fire resistant clothing and incurred costs related to the maintenance of work-related clothing. Defendant also did not reimburse employees for such costs.

19. Furthermore, Plaintiffs and Aggrieved Employees were required to report to work for the start of their scheduled shifts. However, if an employee reported to work and a truck was not available, the employee's shift would be cancelled. Plaintiffs and the Aggrieved Employees were not paid minimum, regular, and/or overtime wages for such time. Defendant also failed to pay Plaintiffs and the Aggrieved Employees reporting time pay, as required by law.

20. As a result of the nonpayment of wages and reporting time pay, the wage statements provided to Plaintiffs and Aggrieved Employees displayed inaccurate rates of pay, net and gross wages earned, and total hours worked, in violation of Labor Code section 226(a). As a separate, independent violation of Labor Code section 226(a), whenever "Base Pay" was paid to Plaintiffs and Aggrieved Employees, the corresponding wage statement failed to identify the applicable hourly rate of pay and applicable hours for such wages.

21. As a pattern and practice, Defendant failed to pay earned wages to Plaintiffs and Aggrieved Employees in a timely manner. More specifically, wages were paid more than seven days after the close of the payroll period, in violation of Labor Code section 204. For example, for the pay period of October 25, 2021 through November 7, 2021, the wages earned during such pay period were not paid until November 17, 2021.

22. On or about January 20, 2022, Plaintiff Valencia sent written notice to the California Labor & Workforce Development Agency ("LWDA") of Defendants' violation of Labor Code sections 204, 226(a), and 2802, pursuant to Labor Code section 2698, *et seq.*, the Private Attorneys General Act ("PAGA").

23. On or about March 2, 2022, Plaintiff Jeroue sent written notice to the LWDA of Defendants' violation of Labor Code sections 201, 202, 203, 204, 226(a), 510, 558, 1174, 1198,

1 1199, and 2802, pursuant to Labor Code section 2698, *et seq.*, the PAGA.

2 24. Plaintiffs also sent written notice of said Labor Code violations to Defendant via
3 certified mail pursuant to Labor Code section 2699.3. As of the date of the filing of this
4 Complaint, the LWDA has not provided written notice regarding whether it intends to investigate
5 the Labor Code violations set forth in Plaintiffs' written notices.

6 25. As such, pursuant to Labor Code section 2699(a), Plaintiffs seek recovery of any
7 and all applicable civil penalties for Defendants' violation of Labor Code sections 201, 202, 203,
8 226(a), 510, 558, 1174, 1198, 1199, 2802, and 2698 for the time period described above, on
9 behalf of themselves and other Aggrieved Employees.

10 **PRAYER FOR RELIEF**

11 WHEREFORE, Plaintiffs pray for judgment individually and all others on whose behalf
12 this suit is brought against Defendants, jointly and severally, as follows:

13 1. Upon the First Cause of Action, for civil penalties according to proof pursuant to
14 the PAGA, Labor Code section 226.3, and for costs and attorneys' fees;

15 2. On all causes of action for attorneys' fees and costs as provided by Labor Code
16 section 2699 and California Code of Civil Procedure section 1021.5; and

17 3. For such other and further relief as the Court may deem just and proper.
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20 DATED: April 29, 2022

DIVERSITY LAW GROUP, P.C.

21 By: _____

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22 Attorneys for Plaintiffs and the Aggrieved
23 Employees
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