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and on behalf of all others similarly situated.

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO
SAN BERNARDINO DISTRICT

DEC 20 2022

BY  DEPUTY
Joyce Grant

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN BERNARDINO

JOEY LEON, individually and on behalf of
all others similarly situated,

Plaintiff,

vs.

TTX COMPANY; and DOES 1 through 20,
inclusive,

Defendants.

Case No.

CIV SB 2228412

**COMPLAINT FOR ENFORCEMENT OF
THE CALIFORNIA LABOR CODE
PRIVATE ATTORNEYS GENERAL ACT
OF 2004 (CAL. LAB. CODE §§ 2698, ET
SEQ.)**

1 Plaintiff Joey Leon, on behalf of aggrieved employees, alleges as follows:

2 **NATURE OF ACTION AND INTRODUCTORY STATEMENT**

3 1. Pursuant to the Private Attorneys General Act of 2004, Labor Code §§2698, *et*
4 *seq.* (“PAGA”), Plaintiff Joey Leon (“Plaintiff”) brings this representative action against
5 defendants TTX Company; and DOES 1 through 20, inclusive (“Defendant”), on behalf of
6 himself and all other aggrieved employees who are and were employed by Defendants as non-
7 exempt employees throughout California.

8 2. Defendants provide transportation services.

9 3. Through this action, Plaintiff allege that Defendants have engaged in a
10 systematic pattern of wage and hour violations under the California Labor Code and Industrial
11 Welfare Commission (“IWC”) Wage Orders.

12 4. Plaintiff is informed and believes, and thereon alleges, that Defendants have
13 increased their profits by violating state wage and hour laws by, among other things:

14 (a) failing to pay all wages (including minimum wages and overtime
15 wages);

16 (b) failing to provide lawful meal periods or compensation in lieu thereof;

17 (c) failing to authorize or permit lawful rest breaks or provide compensation
18 in lieu thereof;

19 (d) failing to reimburse necessary business-related costs;

20 (e) failing to provide accurate itemized wage statements;

21 (f) failing to pay all wages due upon separation of employment.

22 5. Plaintiff seek monetary relief against Defendants on behalf of aggrieved
23 employees statewide to recover, among other things, attorneys’ fees, costs and expenses, and
24 penalties pursuant to Labor Code §§ 201-203, 204, 210, 226, 226.3, 226.7, 510, 511, 512, 558,
25 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 2800, 2802, and 2698, *et seq.*, and
26 Code of California Civil Procedure § 1021.5.

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JURISDICTION AND VENUE

6. This is a representative action brought under PAGA, codified at Cal. Lab. Code §§2698, *et seq.* The civil penalties sought by Plaintiff exceed the minimal jurisdictional limits of the Superior Court and will be established according to proof at trial.

7. This Court has jurisdiction over this action pursuant to the California Constitution, Article VI, § 10, which grants the Superior Court original jurisdiction in all causes, except those given by statutes to other courts. The statutes under which this action is brought do not specify any other basis for jurisdiction.

8. This Court has jurisdiction over all Defendants because, upon information and belief, they are citizens of California, have sufficient minimum contacts in California, or otherwise intentionally avail themselves of the California market so as to render the exercise of jurisdiction over them by the California courts consistent with traditional notions of fair play and substantial justice.

9. Venue is proper in this Court because, upon information and belief, Defendants reside, transact business, or have offices in this county, and the acts and omissions alleged herein took place in this county.

THE PARTIES

10. Plaintiff is a resident of California and worked for Defendants in California during the relevant time periods as alleged herein.

11. Plaintiff is informed and believes, and thereon alleges that at all times hereinafter mentioned, Defendants were and are subject to the Labor Code and IWC Wage Orders as employers, whose employees were and are engaged throughout this county and the State of California.

12. Plaintiff is unaware of the true names or capacities of the defendants sued herein under the fictitious names DOES 1 through 20, but will seek leave of this Court to amend this Complaint and serve such fictitiously named defendants once their names and capacities become known.

13. Plaintiff is informed and believes, and thereon alleges, that DOES 1 through 20 are or were the partners, agents, owners, shareholders, managers, or employees of Defendants at all relevant times.

14. Plaintiff is informed and believes, and thereon alleges, that each defendant acted in all respects pertinent to this action as the agent of the other defendant, carried out a joint scheme, business plan, or policy in all respects pertinent hereto, and the acts of each defendant are legally attributable to the other defendant. Furthermore, defendants in all respects acted as the employer and/or joint employer of Plaintiff and the aggrieved employees.

15. Plaintiff is informed and believes, and thereon alleges, that each and all of the acts and omissions alleged herein were performed by, or are attributable to, Defendants and/or DOES 1 through 20, acting as the agent or alter ego for the other, with legal authority to act on the other's behalf. The acts of any and all Defendants were in accordance with, and represent, the official policy of Defendants.

16. At all relevant times, Defendants, and each of them, acted within the scope of such agency or employment, or ratified each and every act or omission complained of herein. At all relevant times, Defendants, and each of them, aided and abetted the acts and omissions of each and all the other Defendants in proximately causing the damages herein alleged.

17. Plaintiff is informed and believes, and thereon alleges, that each of said Defendants is in some manner intentionally, negligently, or otherwise responsible for the acts, omissions, occurrences, and transactions alleged herein.

GENERAL ALLEGATIONS

18. At all relevant times mentioned herein, Defendant employed Plaintiff and other persons as non-exempt employees.

19. Defendants employed Plaintiff as a non-exempt employee at Defendants' California business location.

20. Defendants continue to employ non-exempt employees within California.

21. Plaintiff is informed and believes, and thereon alleges, that at all times herein mentioned, Defendants were advised by skilled lawyers, employees, and other professionals

1 who were knowledgeable about California's wage and hour laws, employment and personnel
2 practices, and the requirements of California law.

3 22. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
4 should have known that Plaintiff and aggrieved employees were entitled to receive wages for
5 all time worked (including minimum wages and overtime wages) and that they were not
6 receiving all wages earned for work that was required to be performed. In violation of the
7 Labor Code and IWC Wage Orders, Plaintiff and aggrieved employees were not paid all wages
8 (including minimum wages and overtime wages) for all hours worked at the correct rate due to
9 rounding time punches in the employer's favor, automatically deducting meal periods, paying
10 for scheduled time, using an invalid alternative workweek schedule, failing to comply with the
11 alternative workweek schedule, and requiring off-the-clock work, among other issues.

12 23. Plaintiff is informed and believes, and thereon alleges, that Defendant knew or
13 should have known that Plaintiff and aggrieved employees were entitled to receive all required
14 meal periods or payment of one (1) additional hour of pay at Plaintiff and aggrieved
15 employees' regular rate of compensation when they did not receive a timely meal period. In
16 violation of the Labor Code and IWC Wage Orders, Plaintiff and aggrieved employees did not
17 receive all timely meal periods or payment of one (1) additional hour of pay at Plaintiff and
18 aggrieved employees' regular rate of compensation when they did not receive a timely,
19 uninterrupted meal periods.

20 24. Plaintiff is informed and believes, and thereon alleges, that Defendant knew or
21 should have known that Plaintiff and aggrieved employees were entitled to receive all rest
22 breaks or payment of one (1) additional hour of pay at Plaintiff and aggrieved employees'
23 regular rate of compensation when a rest break was missed. In violation of the Labor Code and
24 IWC Wage Orders, Plaintiff and aggrieved employees did not receive all rest breaks or
25 payment of one (1) additional hour of pay at Plaintiff' and aggrieved employees' regular rate of
26 compensation when a rest break was missed.

27 25. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
28 should have known that Plaintiff and aggrieved employees were entitled to reimbursement

1 and/or indemnification for all necessary business expenditures or losses as a direct consequence
2 of the discharge of their duties, or of their obedience to the directions of Defendants. In
3 violation of the Labor Code and IWC Wage Orders, Plaintiff and aggrieved employees incurred
4 necessary business expenses or losses, including but not limited to personal protective
5 equipment, but were not reimbursed nor indemnified of such expenses or losses that were
6 incurred as a direct consequence of the discharge of their duties, or of their obedience to the
7 directions of Defendants.

8 26. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
9 should have known that Plaintiff and other aggrieved employees were entitled to receive
10 itemized wage statements that accurately showed the following information pursuant to the
11 Labor Code: (1) gross wages earned; (2) total hours worked by the employee; (3) the number of
12 piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate
13 basis; (4) all deductions, provided that all deductions made on written orders of the employee
14 may be aggregated and shown as one item; (5) net wages earned; (6) the inclusive dates of the
15 period for which the employee is paid; (7) the name of the employee and only the last four
16 digits of his or her social security number or an employee identification number other than a
17 social security number; (8) the name and address of the legal entity that is the employer; and
18 (9) all applicable hourly rates in effect during the pay period and the corresponding number of
19 hours worked at each hourly rate by the employee. In violation of the Labor Code, Plaintiff and
20 other aggrieved employees were not provided with accurate itemized wage statements.

21 27. Plaintiff is informed and believes, and thereon alleges, that Defendant knew or
22 should have known that Plaintiff and aggrieved employees were entitled to timely payment of
23 wages due upon separation of employment. In violation of the Labor Code, Plaintiff and
24 Waiting Time aggrieved employees did not receive payment of all wages within permissible
25 time periods.

26 28. Plaintiff is informed and believes, and thereon alleges, that Defendant knew or
27 should have known they had a duty to compensate Plaintiff and aggrieved employees, and
28 Defendant had the financial ability to pay such compensation but willfully, knowingly and

1 intentionally failed to do so all in order to increase Defendant's profits.

2 **FIRST CAUSE OF ACTION**

3 **ENFORCEMENT OF LABOR CODE §§ 2698 ET SEQ. ("PAGA")**

4 29. Plaintiff hereby re-allege and incorporate by reference the previous paragraphs as
5 though fully set forth herein.

6 30. Pursuant to Labor Code § 2699(a), any provision of the Labor Code that provides
7 for a civil penalty to be assessed and collected by the Labor and Workforce Development Agency
8 ("LWDA") or any of its departments, divisions, commissions, boards, agencies, or employees for
9 violation of the Labor Code may, as an alternative, be recovered through a civil action brought by
10 an aggrieved employee on behalf of himself or herself and other current or former employees
11 pursuant to the procedures specified in Labor Code § 2699.3.

12 31. For all provisions of the Labor Code except those for which a civil penalty is
13 specifically provided, Labor Code § 2699(f) imposes upon Defendants a penalty of one hundred
14 dollars (\$100.00) for each aggrieved employee per pay period for the initial violation and two
15 hundred dollars (\$200.00) for each aggrieved employee per pay period for each subsequent pay
16 period in which Defendants violated these provisions of the Labor Code.

17 32. Defendants' conduct violates numerous Wage Order and Labor Code sections,
18 including, but not limited to, the following:

19 a. violation of Labor Code §§ 201-203, 204, 210, 510, 1182.12, 1194, 1197,
20 and 1198 for failure to timely pay all earned wages (including minimum
21 wage and overtime wages) owed to Plaintiff and other aggrieved
22 employees during employment and upon separation of employment as
23 herein alleged;

24 b. violation of Labor Code §§ 226.7 and 512 for failure to provide meal
25 periods to Plaintiff and other aggrieved employees and failure to pay
26 premium wages for missed meal periods as herein alleged;

- 1 c. violation of Labor Code § 226.7 for failure to permit rest breaks to
2 Plaintiff and other aggrieved employees and failure to pay premium wages
3 for missed rest periods as herein alleged;
4 d. violation of Labor Code §§2800 and 2802 for failure to reimburse
5 business expenses;
6 e. violation of Labor Code § 226 for failure to provide accurate itemized
7 wage statements to Plaintiff and other aggrieved employees as herein
8 alleged; and
9 f. violation of Labor Code §§ 1174 and 1174.5 for failure to maintain
10 accurate and complete records showing, among other things, the hours
11 worked daily by and the wages paid to aggrieved employees.

12 33. Plaintiff is an “aggrieved employees” because he was employed by the alleged
13 violator and had one or more of the violations committed against him, and therefore is properly
14 suited to represent the interests of all other aggrieved employees.

15 34. Plaintiff has exhausted the procedural requirements under Labor Code § 2699.3 as
16 to Defendants and is therefore able to pursue a claim for penalties on behalf of himself and all
17 other aggrieved employees under PAGA.

18 35. Pursuant to Labor Code §§ 2699(a), 2699.3 and 2699.5, Plaintiff is entitled to
19 recover civil penalties, in addition to other remedies, for violations of the Labor Code sections
20 cited above.

21 36. For bringing this action, Plaintiff is entitled to attorney’s fees and costs incurred
22 herein.

23 **PRAYER FOR RELIEF**

24 On Plaintiff’s own behalf, and on behalf of all other aggrieved employees, Plaintiff prays
25 for relief and judgment against Defendants, jointly and severally, as follows:

26 1. For civil penalties against Defendants on behalf of all aggrieved employees
27 pursuant to Labor Code §§ 2698, *et seq.*;
28

1 2. For reasonable attorney's fees and costs of suit to the extent permitted by law,
2 including pursuant to Code of Civil Procedure § 1021.5 and Labor Code §§ 2698, *et seq.*; and

3 3. For such other relief as the Court deems just and proper.
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6 Dated: December 19, 2022

AEGIS LAW FIRM, PC

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8 By: _____

Kristy Connolly

Attorneys for Plaintiff Joey Leon
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