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individually, and on behalf of all other similarly
situated current and former employees of Lux Bus America Co.

ELECTRONICALLY FILED
Superior Court of California,
County of Orange

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Clerk of the Superior Court
By Sarah Loose, Deputy Clerk

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ORANGE**

VERSEL BENJAMIN, individually, and on
behalf of all other similarly situated current
and former employees of Lux Bus America
Co.

Plaintiffs,

vs.

Lux Bus America Co., a California
corporation; and DOES 1 through 100
inclusive,

Defendants.

CASE NO.: 30-2016-00870583-CU-OE-CXC
Judge Kim G. Dunning Dept CX104

**CLASS ACTION COMPLAINT FOR
DAMAGES FOR:**

1. Failure to Provide Required Meal Periods
2. Failure to Provide Required Rest Periods
3. Failure to Pay Overtime Compensation
4. Failure to Pay Minimum Wage and
Straight Time Wages
5. Failure to Provide Accurate Statements and
Maintain Required Records
6. Failure to Pay All Wages Due to
Discharged or Quitting Employees
7. Unlawful Business Practice
8. Failure to Permit Employee to Inspect or
Copy Records

REPRESENTATIVE ACTION FOR:

9. Representative Action for Civil Penalties

DEMAND FOR JURY TRIAL

1 Named Plaintiff hereby alleges as follows:

2 **JURISDICTION AND VENUE**

3 1. This Court is the proper Court, and this action is properly filed in the Superior
4 Court of the State of California, County of Orange, because Defendants maintain offices and
5 facilities and transact business in the County of Orange, and because Defendants' illegal payroll
6 policies and practices which are the subject of this action were applied, at least in part, to Named
7 Plaintiff and the proposed Class in the County of Orange.

8 **PLAINTIFFS**

9 2. Named Plaintiff Versel Benjamin (hereinafter "NAMED PLAINTIFF"), on behalf
10 of himself individually, and other similarly situated current and former employees with the job
11 title of driver in the State of California (hereinafter collectively referred to as the "CLASS," and
12 defined more fully below) of Defendant Lux Bus America Co. (hereinafter "DEFENDANT LUX
13 BUS AMERICA CO."), a California corporation; and Defendants Does 1 through 100 (hereinafter
14 "DEFENDANTS DOES 1 through 100"), (collectively referred to as "DEFENDANTS"), bring
15 this Class Action to recover, among other things, unpaid wages earned and penalties due from
16 illegal meal and rest period policies, failure to pay minimum wage and straight time wages, failure
17 to pay overtime compensation, failure to pay all wages due to discharged or quitting employees,
18 failure to provide accurate statements and maintain required records, unlawful business practice,
19 failure to permit employee to inspect or copy records, interest, attorneys' fees, costs, and expenses.
20 NAMED PLAINTIFF reserves the right to name additional class representatives.

21 3. NAMED PLAINTIFF is a resident of California. At all relevant times, herein,
22 NAMED PLAINTIFF was employed by DEFENDANTS as a non-exempt, hourly employee.

23 4. The proposed CLASS consists of current and former non-exempt employees of
24 DEFENDANTS with the job title of driver, that worked for DEFENDANTS in the State of
25 California, for a period of time within the four (4) years preceding the filing of this action.

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27 **DEFENDANTS**

28 2.

CLASS ACTION COMPLAINT FOR DAMAGES

1 5. At all relevant times alleged herein, NAMED PLAINTIFF is informed and
2 believes, and thereon alleges that DEFENDANTS are, and at all times relevant hereto were
3 companies organized and existing under and by virtue of the laws of the State of California.
4 NAMED PLAINTIFF is further informed and believes, and thereon alleges, that DEFENDANTS
5 are authorized to conduct business in the State of California, and do conduct business in the State
6 of California. Specifically, upon information and belief, DEFENDANTS maintain offices and
7 conduct business in, and engage in illegal payroll practices or policies in the County of Orange,
8 State of California.

9 6. The true names and capacities of DEFENDANTS DOES 1 through 100, inclusive,
10 are unknown to NAMED PLAINTIFF who therefore sues DEFENDANTS DOES 1 through 100
11 by fictitious names. NAMED PLAINTIFF will amend this Complaint to show their true names
12 and capacities when they have been ascertained.

13 7. Upon information and belief, DEFENDANTS engaged in the same illegal payroll
14 practices as DEFENDANTS DOES 1 through 100, through methods and schemes which include
15 but are not limited to formulating, participating in and directing the illegal payroll practices and
16 policies, sharing computer servers, personnel, payroll systems and databases, and giving and
17 receiving advice on payroll human resource issues as an ostensible or actual single entity, joint
18 enterprise, joint employer, alter ego, division, affiliate, subsidiary, parent, principal, related entity,
19 co-conspirator, authorized agent, partner, joint venturer, and/or guarantor.

20 8. Upon information and belief, DEFENDANTS were the alter ego, division, affiliate,
21 integrated enterprise, joint employer, subsidiary, parent, principal, related entity, co-conspirator,
22 authorized agent, partner, joint venturer, guarantor, actual or ostensible of DEFENDANTS DOES
23 1 through 100.

24 9. All claims against DEFENDANTS are therefore also pled against DEFENDANTS
25 DOES 1 through 100.

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1 10. NAMED PLAINTIFF is informed and believes, and thereon alleged that each and
2 every of the acts and omissions alleged herein were performed by, and/or attributable to, all
3 DEFENDANTS, each acting as agents and/or employees, and/or under the direction and control
4 of each of the other DEFENDANTS, and that said acts and failures to act were within the course
5 and scope of said agency, employment and/or direction and control.

6 11. The DEFENDANTS, and each of them, were at all relevant times the joint
7 employer of NAMED PLAINTIFF and the CLASS.

8 12. The DEFENDANTS, and each of them, were alter egos of each other and/or were
9 operating as an integrated enterprise with each other.

10 13. In perpetrating the acts and omissions alleged herein, DEFENDANTS, and each of
11 them, acted pursuant to and in furtherance of their policies and practices of not paying NAMED
12 PLAINTIFF and the CLASS all wages earned and due, through methods and schemes including,
13 but not limited to, failing to provide meal and rest periods as required by law; failing to pay
14 premium wages for meal and rest period violations; failing to pay overtime compensation; failing
15 to pay minimum wage and straight time wages; failing to provide accurate wage statements as
16 required by law; failing to properly maintain records; failing to pay all wages due to discharged or
17 quitting employees in violation of California Labor Code and Industrial Welfare Commission
18 Orders ("IWC Wage Orders"); unlawful business practices; and failure to permit employee to
19 inspect or copy records.

20 14. As a direct and proximate result of the unlawful actions of DEFENDANTS,
21 NAMED PLAINTIFF and the CLASS have suffered and continue to suffer from loss of earnings
22 in amounts as yet unascertained, but subject to proof at trial, and within the jurisdiction of this
23 Court.

24 **FACTS COMMON TO ALL CASUES OF ACTION**

25 15. In or about September 2012, NAMED PLAINTIFF commenced employment with
26 DEFENDANTS located at 851 East Cerritos Ave., Anaheim, California 92805. NAMED
27 PLAINTIFF was employed as a non-exempt, non-supervisory, hourly employee of
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1 DEFENDANTS. Specifically, NAMED PLAINTIFF was employed as a bus driver and his job
2 duties included, but were not limited to, picking customers up at their hotel and driving them to
3 destinations throughout southern California.

4 16. At all relevant times, NAMED PLAINTIFF typically worked seven days per week,
5 Monday to Sunday, typically sixty-five (65) hours or more per week.

6 17. After the first year of employment, NAMED PLAINTIFF was paid a flat fee for
7 each bus trip regardless of how long it actually took NAMED PLAINTIFF to complete his route.

8 18. NAMED PLAINTIFF was frequently not provided meal periods as prescribed by
9 California law. Specifically, DEFENDANTS scheduled NAMED PLAINTIFF'S bus routes to
10 prohibit him from taking uninterrupted, duty-free meal periods of at least thirty (30) minutes in
11 length within the first five (5) hours of work during his shifts.

12 19. DEFENDANTS failed to pay NAMED PLAINTIFF one (1) hour of pay at
13 NAMED PLAINTIFF'S regular rate of compensation for each workday that a meal period was not
14 provided in compliance with California law.

15 20. NAMED PLAINTIFF was not provided rest periods as prescribed by California
16 law. Specifically, DEFENDANTS scheduled NAMED PLAINTIFF'S bus routes to prohibit him
17 from taking a ten (10) minute rest period for every four (4) hours worked, or major fraction.

18 21. DEFENDANTS failed to pay NAMED PLAINTIFF one (1) hour of pay at
19 NAMED PLAINTIFF'S regular rate of compensation for each workday that a rest period was not
20 provided in compliance with California law.

21 22. NAMED PLAINTIFF complained to his supervisor regarding DEFENDANTS'
22 failure to provide him meal and rest periods. However, DEFENDANTS continued to fail to
23 schedule NAMED PLAINTIFF so as to permit him to take meal and rest periods. Instead,
24 NAMED PLAINTIFF was consistently pressured by DEFENDANTS under threat of termination
25 to falsify driving logs to show that meal and rest periods were taken.

26 23. DEFENDANTS failed to pay NAMED PLAINTIFF one and one-half (1 1/2) times
27 NAMED PLAINTIFF'S regular rate of pay for all hours worked in excess of eight (8) hours in any
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1 workday or for all hours worked in excess of forty (40) hours in any workweek, and for the first
2 eight (8) hours on the seventh (7th) consecutive day of work in a workweek.

3 24. NAMED PLAINTIFF performed work "off-the-clock." NAMED PLAINTIFF was
4 required to arrive at work at least 30 minutes before he was to begin his bus route, and to stay at
5 the office for at least 30 minutes after ending the bus route. However, NAMED PLAINTIFF was
6 only paid for the time he was driving the bus. DEFENDANTS failed to pay NAMED
7 PLAINTIFF for all hours worked.

8 25. On or about January 5, 2016, NAMED PLAINTIFF, through his counsel, requested
9 DEFENDANTS allow PLAINTIFF to inspect his employment records or provide him with a copy
10 of his employment records. To date DEFENDANTS have failed to comply with NAMED
11 PLAINTIFF's requests.

12 26. DEFENDANTS failed to provide NAMED PLAINTIFF with an accurate itemized
13 statement in writing showing (1) gross wages earned, (2) total hours worked by the employee,...
14 (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a
15 piece-rate basis, (4) all deductions, (5) net wages earned, (6) the inclusive dates of the period for
16 which the employee is paid, (7) the name of the employee and only the last four digits of his or
17 her social security number or an employee identification number other than a social security
18 number, (8) the name and address of the legal entity that is the employer and,... (9) all applicable
19 hourly rates in effect during the pay period and the corresponding number of hours worked at each
20 hourly rate by the employee.

21 27. On or about June 3, 2015, NAMED PLAINTIFF'S employment with
22 DEFENDANTS was terminated. To date, NAMED PLAINTIFF has not been paid all the wages
23 and monies owed.

24 28. Given the meal period violations, rest period violations, minimum wage and
25 straight time wage violations, overtime compensation violations, and failure of DEFENDANTS to
26 compensate their employee fully, as set forth above, NAMED PLAINTIFF'S wage payments were
27 inaccurate and failed to comply with California law.
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1 29. DEFENDANTS' illegal policies and practices were applied consistently to the
2 CLASS. These policies were designed for the sole and exclusive benefit of DEFENDANTS.

3 30. DEFENDANTS' aforementioned unlawful policies and practices were in effect
4 throughout the CLASS' employment with DEFENDANTS, and were applied uniformly to
5 NAMED PLAINTIFF and the CLASS.

6 **CLASS ACTION DESIGNATION**

7 31. NAMED PLAINTIFF brings this action individually, as well as on behalf of each
8 and all other persons similarly situated, and thus, seeks class certification under California Code
9 of Civil Procedure § 382.

10 32. All claims alleged herein arise under California law for which NAMED
11 PLAINTIFF seeks relief authorized by California law.

12 33. The proposed CLASS consists of and is defined as:

13 All current and former non-exempt employees of Defendants, with the job title of driver,
14 that worked for Defendants in the State of California, for a period of time within the four
15 (4) years preceding the filing of this action. For purposes of this definition, "Defendants"
16 mean Lux Bus America Co., and any of the fictitiously named defendants (Does 1 through
17 100), which may include subsidiaries of, or companies owned by Lux Bus America Co.

18 34. NAMED PLAINTIFF reserves the right to establish other sub-classes as
19 appropriate.

20 35. At all material times, NAMED PLAINTIFF was a member of the CLASS.

21 36. NAMED PLAINTIFF'S first seven causes of action, namely, failure to provide
22 required meal periods; failure to provide required rest periods; failure to pay overtime
23 compensation; failure to pay minimum wage and straight time wages; failure to provide accurate
24 statements and maintain required records; failure to pay all wages due to discharged or quitting
25 employees; and unlawful business practices are appropriately suitable for class treatment because:

26 A. The potential class is a significant number. Joinder of all current and
27 former employees individually would be impractical.

1 B. This action involves common questions of law and fact to the potential
2 CLASS because the action focuses on the DEFENDANTS' systematic course of illegal payroll
3 practices and policies, which was applied to all hourly employees in violation of the California
4 Labor Code, and the California Business and Professions Code which prohibits unfair business
5 practices arising from such violations.

6 C. The claims of the NAMED PLAINTIFF is typical of the CLASS because
7 DEFENDANTS subjected all of their hourly employees to the identical violations of the
8 California Labor Code and California Business and Professions Code.

9 D. The NAMED PLAINTIFF is able to fairly and adequately protect the
10 interests of the CLASS because it is in NAMED PLAINTIFF'S best interest to prosecute the
11 claims alleged herein to obtain full compensation due to NAMED PLAINTIFF for all services
12 rendered and hours worked.

13 **FIRST CAUSE OF ACTION**

14 **Failure to Provide Required Meal Periods**

15 **[California Labor Code §§ 226.7, 510, 512, 1174, 1194, 1197]**

16 **(Against All Defendants)**

17 37. NAMED PLAINTIFF incorporates herein by specific reference as though fully set
18 forth the allegations in paragraph 1 through 36, inclusive.

19 38. Under California law, DEFENDANTS have an affirmative obligation to relieve the
20 CLASS of all duty in order to take their first daily thirty (30) minute meal periods within the first
21 five (5) hours of their work, provide the CLASS with a second uninterrupted thirty (30) minute
22 meal period to those employees who work shifts of more than ten (10) hours, and to provide meal
23 periods to their employees as required under California Labor Code §§ 226.7, 512, and IWC
24 Wage Orders.

25 39. Despite these legal requirements, DEFENDANTS regularly failed to provide the
26 CLASS with meal periods as required by California law.

1 40. DEFENDANTS further violated California Labor Code § 226.7 and the IWC Wage
2 Orders by failing to pay each of their employees who was not provided with a legally-compliant
3 meal period as required under California law, an additional one (1) hour of compensation at each
4 employee's regular rate of pay.

5 41. DEFENDANTS are also liable to the CLASS for the civil penalties provided for in
6 Labor Code § 558 because of the violations alleged in this cause of action.

7 42. As a proximate result of the aforementioned violations, the CLASS has been
8 damaged in an amount according to proof at trial, and seek all wages earned and due, interest,
9 penalties, attorneys' fees, expenses and costs of suit.

10 **SECOND CAUSE OF ACTION**

11 **Failure to Provide Required Rest Periods**

12 **[California Labor Code §§ 226.7 and 512]**

13 **(Against All Defendants)**

14 43. NAMED PLAINTIFF incorporates herein by specific reference as though fully set
15 forth the allegations in paragraphs 1 through 42, inclusive.

16 44. DEFENDANTS are required by California law to authorize and permit rest periods
17 of ten (10) uninterrupted minutes for each four (4) hours of work, or major fraction thereof. Each
18 failure to authorize rest periods as so required is itself a violation of California's rest period laws.

19 45. Despite these legal requirements, at all times relevant herein, as part of their illegal
20 payroll policies and practices to deprive their non-exempt employees all wages earned and due,
21 DEFENDANTS failed to provide rest periods to their non-exempt employees as required under
22 California Labor Code §§ 226.7, 512, and the IWC Wage Orders.

23 46. DEFENDANTS further violated Labor Code § 226.7 and the IWC Wage Orders
24 by failing to pay each of their employees who was not provided with a rest period as required
25 under California law, an additional one (1) hour of compensation at each employee's regular rate
26 of pay.

1 47. DEFENDANTS are also liable to the CLASS for the civil penalties provided for in
2 Labor Code § 558 because of the violations alleged in this cause of action.

3 48. As a proximate result of the aforementioned violations, the CLASS has been
4 damaged in an amount according to proof at trial, and seek all wages earned and due, interest,
5 penalties, attorneys' fees and expenses and costs of suit.

6 **THIRD CAUSE OF ACTION**

7 **Failure to Pay Overtime Compensation**

8 **[California Labor Code §§ 226, 510, 1194, 1197]**

9 **(Against All Defendants)**

10 49. NAMED PLAINTIFF incorporates herein by specific reference as though fully
11 set forth the allegations in paragraphs 1 through 48, inclusive.

12 50. Pursuant to California Labor Code §§ 510 and 1194, for the four (4) years
13 preceding the filing of this lawsuit, DEFENDANTS were required to compensate the CLASS for
14 all overtime worked, which is calculated at one and one-half (1 ½) times the regular rate of pay for
15 hours worked in excess of eight (8) hours per day and/or forty (40) hours per week, and for the
16 first eight (8) hours on the seventh consecutive work day, with double time after eight (8) hours on
17 the seventh day of any work week, or after twelve (12) hours in any work day.

18 51. The CLASS was non-exempt employees, entitled to the protections of California
19 Labor Code §§ 510 and 1194. During the course of the CLASS' employment, DEFENDANTS
20 failed to compensate the CLASS for overtime hours worked as required under the foregoing
21 provisions California Labor Code by: failing to pay the CLASS overtime at one and one-half
22 (1 ½) or double each employee's regular rate of pay as provided by California Labor Code §§ 510
23 and 1194; failing to pay for all hours worked; requiring, permitting or suffering the CLASS to
24 work through their meal breaks; illegally and inaccurately recording the time the CLASS worked;
25 failing to properly maintain records; failing to provide accurate itemized statements for each pay
26 period; failing to pay all wages due upon discharge or quitting; and through other methods to be
27 discovered.

1 52. In violation of state law, DEFENDANTS knowingly and willfully refused to
2 perform their obligations to compensate the CLASS for all wages earned and all hours worked.
3 As a direct result, the CLASS has suffered, and continues to suffer, substantial losses related to
4 the use and enjoyment of such wages, lost interest on such wages, and expenses and attorneys'
5 fees in seeking to compel DEFENDANTS to fully perform their obligations under state law, all to
6 their respective damages in amounts according to proof at time of trial, and within the jurisdiction
7 of this Court.

8 53. DEFENDANTS committed the acts alleged herein knowingly and willfully, with
9 the wrongful and deliberate intention of injuring the CLASS, from improper motives amounting to
10 malice, and in conscious disregard of the CLASS' rights. The CLASS is thus entitled to recover
11 nominal, actual, compensatory, punitive, and exemplary damages in amounts according to proof at
12 time of trial, and within the jurisdiction of this Court.

13 54. DEFENDANTS' conduct described herein violates Labor Code §§ 226, 510,
14 1194, 1197 and IWC Wage Orders. Therefore, pursuant to California Labor Code §§ 200, 203,
15 218.5, 226, 558, 1194, 1994.2, 1197.1, and other applicable provisions under the Labor Code and
16 IWC Wage Orders, the CLASS is entitled to recover the unpaid balance of wages DEFENDANTS
17 owe the CLASS, plus interest, penalties, attorneys' fees, expenses and costs of suit.

18 **FOURTH CAUSE OF ACTION**

19 **Failure to Pay Minimum Wage & Straight Time Wages**

20 **[California Labor Code §§ 226, 510, 1194, 1197]**

21 **(Against All Defendants)**

22 55. NAMED PLAINTIFF incorporates herein by specific reference as though fully set
23 forth the allegations in paragraphs 1 through 54, inclusive.

24 56. Pursuant to California Labor Code §§ 1194 and 1197, payment of less than
25 minimum wage fixed by the Industrial Welfare Commission is unlawful.

26 57. "Hours worked" is the time during which an employee is subject to the control of
27 an employer, and includes all the time the employee is suffered or permitted to work, whether or
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1 not required to do so.

2 58. At all relevant times herein mentioned, DEFENDANTS knowingly failed to pay
3 the CLASS compensation for all hours they worked. Accordingly, the CLASS are entitled to
4 recover straight-time wages for all non-overtime hours worked for DEFENDANTS.

5 59. DEFENDANTS also failed to pay the CLASS minimum wages and straight-time
6 wages by: failing to pay for all hours worked; requiring, permitting or suffering the employees to
7 work through meal periods; requiring, permitting or suffering the employees to work through rest
8 periods; illegally and inaccurately recording time worked; failing to compensate employees for
9 overtime hours worked as required under the California Labor Code; failing to properly maintain
10 records; failing to provide accurate itemized statements for each pay period; and other methods
11 discovered.

12 60. DEFENDANTS' conduct described herein violates Labor Code §§ 226, 510, 1194,
13 1197 and the IWC Wage Orders. As a proximate result of the aforementioned violations, the
14 CLASS has been damaged in an amount according to proof at trial. Therefore, pursuant to
15 California Labor Code §§ 200, 203, 204, 218.5, 218.6, 226, 558, 1194, 1197.1, and other
16 applicable provisions under the Labor Code and the IWC Wage Orders, the CLASS is entitled to
17 recover the unpaid balance of wages DEFENDANTS owe the CLASS, plus interest, penalties,
18 attorneys' fees, expenses and costs of suit.

19 **FIFTH CAUSE OF ACTION**

20 **Failure to Provide Accurate Statements and to Maintain Required Records**

21 **[California Labor Code §§ 226, 226.3, 1174, and 1174.5]**

22 **(Against All Defendants)**

23 61. NAMED PLAINTIFF incorporates herein by specific reference as though fully set
24 forth the allegations in paragraph 1 through 60, inclusive.

25 62. At all material times set forth herein, California Labor Code § 226(a) provides that
26 every employer shall furnish each of his or her employees an accurate itemized wage statement in
27 writing showing nine pieces of information, including: (1) gross wages earned, (2) total hours
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1 worked by the employee, (3) the number of piece-rate units earned and any applicable piece rate if
2 the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on
3 written orders of the employee may be aggregated and shown as one item, (5) net wages earned,
4 (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee
5 and the last four digits of his or her social security number or an employee identification number
6 other than a social security number, (8) the name and address of the legal entity that is the
7 employer, and (9) all applicable hourly rates in effect during the pay period and the corresponding
8 number of hours worked at each hourly rate by the employee.

9 63. DEFENDANTS have intentionally and willfully failed to provide employees with
10 complete and accurate wage statements. The deficiencies include, among other things, the failure
11 to correctly identify the gross wages earned by the CLASS, the failure to list the true "total hours
12 worked by the employee," and the failure to list the true net wages earned.

13 64. NAMED PLAINTIFF and the CLASS have been injured by DEFENDANTS'
14 intentional violation of California Labor Code § 226(a) because they were denied both their legal
15 right to receive, and their protected interest in receiving, accurate, itemized wage statements under
16 California Labor Code § 226(a).

17 65. DEFENDANTS failed to provide the CLASS with accurate wage statements as
18 required by Labor Code § 226. DEFENDANTS, at all relevant times herein, as part of their
19 illegal payroll policies and practices to deprive their non-exempt employees all wages earned and
20 due, DEFENDANTS also failed to maintain records as required under Labor Code §§ 1174,
21 1174.5 and IWC Orders, including, but not limited to, failing to maintain accurate records as to all
22 hours worked by an employee and applicable rates of pay, wages earned for missed rest and meal
23 periods, and accurate itemized statements.

24 66. As a proximate result of the aforementioned violations, the CLASS has been
25 damaged in an amount according to proof at trial, and seek all wages earned and due, interest,
26 penalties, attorneys' fees, and expenses and costs of suit.

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1 **SIXTH CAUSE OF ACTION**

2 **Failure to Pay All Wages Due to Discharged or Quitting Employees**

3 **[California Labor Code §§ 201, 202, 203, 227.3]**

4 **(Against All Defendants)**

5 67. NAMED PLAINTIFF incorporates herein by specific reference as though fully set
6 forth the allegations in paragraphs 1 through 66, inclusive.

7 68. Pursuant to California Labor Code §§ 201 and 202, employers, including
8 DEFENDANTS, must make timely payment of the full wages due to their employees who quit or
9 have been discharged. California Labor Code § 203 provides waiting time penalties for violations
10 of §§ 201 and 202.

11 69. Pursuant to California Labor Code § 202, DEFENDANT was required to pay to the
12 CLASS all wages due to a quitting employee who did not provide 72-hour notice no later than 72-
13 hours after an employee quits his or her employment.

14 70. At the time of all respective termination and quitting dates of the CLASS, the
15 CLASS had unpaid wages. In violation of Labor Code §§ 201, 202, 203, DEFENDANTS failed
16 to pay wages due and owing to the CLASS, who are or were former employees of
17 DEFENDANTS, in amounts to be proven at the time of trial, and within the jurisdiction of this
18 Court.

19 71. DEFENDANTS have committed and continue to commit the acts alleged herein
20 knowingly and willfully, with the wrongful and deliberate intention of injuring the CLASS' rights.
21 As a direct result, the CLASS has suffered and continues to suffer substantial losses related to the
22 use and enjoyment of such wages, lost interest on such wages, and expenses and attorneys' fees in
23 seeking to compel DEFENDANTS to fully perform their obligations under state law, all to their
24 respective damages in amounts according to proof at time of trial, and within the jurisdiction of
25 this Court. The CLASS is therefore also entitled to waiting time penalties pursuant to California
26 Labor Code § 203, which provides that an employee's wages will continue as a penalty for up to
27 thirty (30) days from the time the wages are due.

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1 **EIGHTH CAUSE OF ACTION**

2 **Failure to Permit Employee to Inspect or Copy Records**

3 **[California Labor Code § 226]**

4 **(Against All DEFENDANTS)**

5 78. NAMED PLAINTIFF incorporates herein by specific reference as though fully set
6 forth the allegations in paragraphs 1 through 77, inclusive.

7 79. Pursuant to California Labor Code § 226(b), employers must afford current and
8 former employees the right to inspect or copy records that pertain to that current or former
9 employee, upon reasonable request.

10 80. Pursuant to California Labor Code § 226(c) and (f), an employer who receives a
11 written or oral request to inspect or copy records pertaining to a current or former employee must
12 comply with such a request no later than 21 calendar days from the date of request. An employer
13 who fails to comply with this request within 21 days is subject to a \$750 penalty to the current or
14 former employee or the Labor Commissioner.

15 81. NAMED PLAINTIFF sent a written request to DEFENDANTS requesting the
16 opportunity to inspect or copy records kept by the DEFENDANT pertaining to NAMED
17 PLAINTIFF pursuant to the aforementioned Labor Code sections.

18 82. DEFENDANTS failed to comply with NAMED PLAINTIFF'S request within 21
19 calendar days. Moreover, to date, DEFENDANTS have failed to comply with California Labor
20 Code § 226.

21 83. NAMED PLAINTIFF is therefore entitled to an award of \$750 and attorneys' fees
22 against the DEFENDANTS as a penalty for failure to comply with this request.

23 **NINTH CAUSE OF ACTION**

24 **Representative Action for Civil Penalties**

25 **[California Labor Code §§ 2698-2699.5]**

26 **(Against All DEFENDANTS)**

27 84. NAMED PLAINTIFF incorporates herein by specific reference as though fully set
28

1 forth the allegations in paragraphs 1 through 83, inclusive, with exception to the allegations
2 concerning class action designation, paragraphs 31-36 (A-D).

3 85. Labor Code § 2699(a) specifically provides for a private right of action to recover
4 penalties for violations of the Labor Code: "Notwithstanding any other provision of law, any
5 provision of this code that provides for a civil penalty to be assessed and collected by the Labor
6 and Workforce Development Agency or any of its departments, divisions, commissions, boards,
7 agencies, or employees, for a violation of this code, may, as an alternative, be recovered through a
8 civil action brought by an aggrieved employee on behalf of himself or herself and other current
9 and former employees."

10 86. This action is appropriately suited for a Representative Action because:

11 A. The individuals that NAMED PLAINTIFF seeks to represent are a
12 significant number. Joinder of all current and former employees individually would be
13 impractical.

14 B. This action involves common questions of law and fact to the potential
15 representative group because the action focuses on the DEFENDANTS' systematic course of
16 illegal payroll practices and policies, which was applied to all hourly employees with the job title
17 of driver, in violation of the California Labor Code and the California Business and Professions
18 Code which prohibits unfair business practices arising from such violations.

19 C. The claims of the NAMED PLAINTIFF are typical of the representative
20 group because DEFENDANTS subjected all of their hourly employees to the identical violations
21 of the California Labor Code and California Business and Professions Code.

22 D. The NAMED PLAINTIFF is able to fairly and adequately protect the
23 interests of all members of the representative group because it is in NAMED PLAINTIFF'S best
24 interest to prosecute the claims alleged herein to collect civil penalties due to NAMED
25 PLAINTIFF arising from DEFENDANTS' illegal wage and hour violations.

26 87. NAMED PLAINTIFF has complied with the requirements set forth in California
27 Labor Code § 2699.3.

88. Pursuant to California Labor Code §§ 2698-2699.5, the CLASS is entitled to collect civil penalties from DEFENDANTS in a representative action for the California Labor Code violations set forth above. The CLASS therefore seek to collect civil penalties on behalf of the State of California for DEFENDANTS' violations of California Labor Code including, but not limited to, §§ 201, 202, 203, 204, 226, 226.7, 227.3, 510, 512, 558, 1194, 1197, 1174, 1174.5, and 1197.1, which include, but are not limited to, penalties under Labor Code sections 2699, 210, 226.3, 558, 1174.5 and 1197.1.

89. NAMED PLAINTIFF is entitled to an award of civil penalties as set forth in Labor Code section 2699 on behalf of himself and the employees of DEFENDANTS. The exact amount of the applicable penalties, in all, is in an amount to be shown according to proof at trial. These penalties are in addition to all other remedies permitted by law.

90. In addition, NAMED PLAINTIFF seeks and award of reasonable attorney's fees and costs pursuant to Labor Code section 2699(g)(1), which states, "Any employee who prevails in any action shall be entitled to an award of reasonable attorney's fees and costs."

WHEREFORE, NAMED PLAINTIFF, individually, in a representative capacity, and on behalf of all other persons similarly situated, by him and their attorneys, respectfully prays for relief against DEFENDANTS and DOES 1 through 100 inclusive, and each of them on each and every one of the FIRST THROUGH EIGHTH CAUSES OF ACTION as appropriate under the facts and laws of the case, as follows:

1. For compensatory damages, including without limitation special damages, general damages, incidental damages, and consequential damages, to the extent allowed by law;
2. For liquidated damages to the extent allowed by law;
3. For nominal damages to the extent allowed by law and to the extent not subsumed in or superseded by compensatory damages or liquidated damages;
4. For restitution and/or disgorgement to the extent allowed by law;

5. For statutory penalties to the extent allowed by law, including without limitation any section, subsection, or provision of the Labor Code and/or any IWC Wage Order;
6. For civil penalties to the extent allowed by law, including without limitation any section, subsection, or provision of the Labor Code and/or any IWC Wage Order;
7. For a preliminary injunction, permanent injunction, and/or other equitable relief to the extent allowed by law;
8. For declaratory judgment declaring the rights vis-a-vis any or all Defendants of Versel Benjamin and/or any represented employee person or any class or subclass member;
9. For prejudgment interest at the statutory rate of 10 per cent per annum to the fullest extent allowable or required by law;
10. For costs and disbursements to the fullest extent allowable or required by law;
11. For reasonable attorneys' fees to the fullest extent allowable or required by law;
- and
12. For such other, further, or different relief as the Court may appear proper.

Dated: August 15, 2016

RASTEGAR LAW GROUP, APC

By: 

Farzad Rastegar, Esq.
Attorneys for Plaintiffs Versel Benjamin, individually, and on behalf of all other similarly situated current and former employees of Lux Bus America Co.

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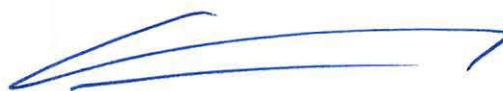
DEMAND FOR JURY TRIAL

NAMED PLAINTIFF hereby demand a jury trial with respect to all issues triable of right
by jury.

Dated: August 15, 2016

RASTEGAR LAW GROUP, APC

By:



Farzad Rastegar, Esq.
Attorneys for Plaintiffs Versel
Benjamin, individually, and on
behalf of all other similarly situated
current and former employees of Lux
Bus America Co.