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Assigned for All Purposes:

Judge Randall J. Sherman

Dept. CX105

Attorneys for Plaintiff ANGELICA RAMOS as a designated Private Attorney General, pursuant to the Private Attorney General Act

SUPERIOR COURT OF THE STATE OF CALIFORNIA

THE COUNTY OF ORANGE

ANGELICA RAMOS, as a designated
Private Attorney General

Plaintiff,

v.

HDM EXPRESS LOGISTICS INC.; and
DOES 1 through 50, inclusive,

Defendants.

Case No.: 30-2025-01470285-CU-OE-CXC

COMPLAINT FOR DAMAGES

1. Violation of the Private Attorneys General Act, Labor Code §2698 et seq. for Recovery of Unpaid Wages and Overtime;
2. Violation of the Private Attorneys General Act, Labor Code §2698 et seq for Failure to Provide Meal Periods;
3. Violation of the Private Attorneys General Act, Labor Code §2698 et seq for Failure to Provide Rest Periods;
4. Violation of the Private Attorneys General Act, Labor Code §2698 et seq for Failure to Provide Accurate Itemized Wage Statements;
5. Violation of the Private Attorneys General Act, Labor Code §2698 et seq for Failure to Reimburse Necessary Business Expenditures; and
6. Violation of the Private Attorneys General Act, Labor Code §2698 et seq for Failure to Pay Wages Due Upon Termination of Employment.

1 Plaintiff ANGELICA RAMOS (“Plaintiff”) complains and alleges as follows:

2 **INTRODUCTION**

3 1. This is an action brought on behalf of state of California as a Private Attorney
4 General pursuant to the Private Attorney General Act (2004), and more specifically, Labor Code
5 section 2698 et seq. as a result of one or more of the violations of the California Labor Code
6 alleged herein by Defendant HDM EXPRESS LOGISTICS INC. (“Defendant”). The term
7 “RELEVANT TIME PERIOD” or “TIME PERIOD” is defined as one (1) year and sixty-five (65)
8 days prior to the filing of the complaint. Plaintiff as a Private Attorney General, reserves the right
9 to amend this complaint to reflect a different “Time Period” as further discovery is conducted.

10 2. Plaintiff, on behalf of the State of California as a Private Attorney General seeks
11 relief against Defendant for their: (1) failure to pay all wages due, including minimum and
12 overtime wages; (2) failure to provide accurate itemized wage statements; (3) failure to provide
13 meal periods or compensation in lieu thereof, (4) failure to provide rest periods or compensation
14 in lieu thereof; (5) failure to reimburse for necessary business expenditures; and (6) failure to pay
15 wages due upon termination of employment.

16 3. At all relevant times herein, Defendant has consistently maintained and enforced
17 the following unlawful policies and practices against its workforce by:

- 18 (a) Willfully refusing to pay all hours worked, including both minimum and overtime
19 wages;
20 (b) Willfully refusing to furnish accurate itemized wage statements upon payment of
21 wages;
22 (c) Willfully refusing to provide timely uninterrupted meal and rest periods or
23 adequate compensation in lieu thereof;
24 (d) Willfully failing to reimburse for business expenditures; and
25 (e) Willfully refusing to pay all wages due upon separation of employment;

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5. Venue is proper in the County of Orange because Defendant, transacts business in this county, the obligations and liability arise in this county.

7. Further, there is no federal question at issue as the issues herein are based solely on California statutes and law, including the Labor Code, Code of Civil Procedure, Business and Professions Code, and California Rules of Court.

Plaintiff

Defendant

10. Plaintiff is ignorant of the true names, capacities, relationships, and extent of participation in the conduct herein alleged of Defendant sued herein as DOES 1 through 50, inclusive, but on information and belief alleges that said Defendant is legally responsible for the violations alleged herein. Plaintiff will amend this complaint to allege the true names and capacities of the DOE Defendants when ascertained.

-3-

1 attributable to the other Defendants. Furthermore, Defendants operate as a joint venture and/or
2 single business enterprise, integrated enterprise and/or are agents of one another, are alter egos,
3 joint employers and conspire with one another to increase profits by engaging in the conduct
4 described in this complaint.

5 12. Plaintiff is informed and believes, and based thereon alleges, that each Defendant
6 acted in all respects as the agent, servant, partner, joint venture, alter-ego, employee, proxy,
7 managing agent, and/or principal of the co-Defendants, and in performing the actions mentioned
8 below was acting, at least in part, within the course and scope of that authority as such agent,
9 proxy, servant, partner, joint venture, employee, alter-ego, managing agent, and/or principal with
10 the permission and consent of the co-Defendants. Plaintiff also alleges the acts of each Defendant
11 are legally attributable to the other Defendants.

12 **PAGA ADMINISTRATIVE PREREQUISITE**

13 13. Plaintiff brings this case as Private Attorney General pursuant to the Private
14 Attorney General Act (2004), and more specifically, Labor Code section 2698 et seq. seeking
15 penalties, as provided by the Private Attorney General Act, Labor Code section 2698 et seq.
16 (“PAGA”).

17 14. Prior to filing this complaint, on January 15, 2025, Plaintiff gave written notice by
18 certified electronic mail to the Labor and Workforce Development Agency (“LWDA”) and to
19 Defendant of the specified provisions alleged to have been violated, including the facts and
20 theories to support the alleged violation as required by Labor Code section 2699.3. A true and
21 correct copy of Plaintiff’s original letter sent to the LWDA is attached hereto as Exhibit A.

22 15. More than sixty-five (65) days have passed since Plaintiff submitted her January
23 15, 2025, notice to the LWDA and Defendant of the specific alleged Labor Code violations, and
24 the LWDA has not provided notice to Plaintiff of its intent to investigate such alleged violations.
25 Plaintiff further has received no notice of Defendant; intent to cure any of the alleged violations.
26 Therefore, Plaintiff has satisfied the administrative prerequisites for filing this action as a Private
27 Attorney General with regard to her January 15, 2025, PAGA notice.

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1 **FACTUAL ALLEGATIONS**

2 16. This lawsuit arises out of an ongoing wrongful scheme by Defendant to deny its
3 employees the benefits due under California's wage and hour laws for work performed in
4 California. Defendant willfully misclassified Plaintiff and other non-exempt hourly employees as
5 independent contractors in California. As a result, Defendant wrongfully refused to compensate
6 its employees for minimum wages, overtime compensation, provide timely uninterrupted meal
7 and rest periods, provide accurate wage statements, and pay wages owed at the end of the
8 employment, as required under California law.

9 17. Throughout the Relevant Time Period, Defendant employed hourly non-exempt
10 positions throughout California. Defendant in compensated said positions at an hourly rate less
11 than twice that of the state minimum wage and such positions remained under the direct control
12 and supervision of Defendant. Accordingly, these positions remain non-exempt from California's
13 wage and hour laws yet Defendant failed to pay overtime, and otherwise pay all wages due to
14 these non-exempt employees as required by law.

15 18. Plaintiff is informed and believes, and based thereon alleges, that Defendant's
16 policies and practices described herein are common within the State of California.

17 19. Plaintiff is informed and believes, and based thereon alleges, that at all times
18 herein mentioned, Defendant was advised by skilled lawyers, employees and other professionals
19 who were knowledgeable about California's wage and hour laws, employment and personnel
20 practices, and the requirements of California law.

21 20. Plaintiff is informed and believes, and based thereon alleges, that Defendant knew
22 or should have known that by not compensating its employees for all hours worked, including
23 minimum, regular, and overtime wages, for work that was required to be performed was in
24 violation of the California Labor code. In violation of the Labor Code and IWC Wage Orders,
25 Defendant failed to pay its employees earned wages by failing to compensate at the mandatory
26 minimum and overtime wage. Defendant also failed to pay its employees at the requisite overtime
27 and double time rate for all hours worked in excess of eight (8) hours and/or twelve (12) hours
28 per workday.

1 21. Plaintiff alleges that Defendant failed to compensate its employees at the legally
2 mandated wage rates for all hours worked. Specifically, Defendant failed to pay Plaintiff and
3 other non-exempt hourly employees the proper rate for all hours they were subject to Defendant's
4 control, failed to pay meal and rest period premiums when timely, uninterrupted breaks were not
5 provided. Defendants maintained a uniform practice of paying Plaintiff and other employees a set
6 amount per delivery, regardless of the number of hours worked. As such if Plaintiff and other
7 employees worked a certain number of hours in one week, Defendant failed to pay them the
8 required minimum wages in violation of the Labor Code and the IWC Wage Orders.

9 22. Plaintiff is informed and believes, and based thereon alleges, that Defendant knew
10 or should have known that it was required to provide its employees with itemized wage statements
11 that accurately showed their actual hours worked, total hours worked, number of hours worked at
12 each hourly rate, gross and net wages earned, and premium wages earned per pay period in
13 accordance with California law. In violation of the Labor Code, Defendant failed to provide its
14 employees with accurate itemized wage statements showing their rate of pay, the actual hours
15 worked, correct premium wages earned per pay period, as well as the total hours work per pay
16 period.

17 23. By failing to include on its wage statements all minimum wage and overtime owed,
18 Defendant failed to keep and provide accurate wage statements in violation of the California
19 Labor code.

20 24. Defendant willfully failed to reimburse its employees for necessary business
21 expenses incurred during their employment with Defendant. Specifically, Defendant failed to
22 indemnify Plaintiff and other employees for expenditures they incurred on their behalf, including
23 without limitation, the reimbursement of utilizing their personal cell phones in the discharge of
24 their duties.

25 25. Plaintiff is informed and believes, and based thereon alleges, that Defendant knew
26 or should have known that its employees were entitled to timely payment of wages due upon
27 separation of employment. In violation of the Labor Code, Defendant failed to pay all wages due,
28 within permissible time periods, upon separation of employment.

1 **FIRST CAUSE OF ACTION**

2 **VIOLATION OF PAGA FOR RECOVERY OF UNPAID MINIMUM WAGE AND**
3 **OVERTIME**

4 **(Plaintiff As a Private Attorney General Against All Defendants)**

5 26. Plaintiff realleges and incorporates by reference the preceding paragraphs of this
6 complaint as if fully set forth herein.

7 27. Any work in excess of eight (8) hours in any workday and any work in excess of
8 forty (40) hours in a workweek shall be compensated at a rate of no less than one and one-half
9 (1½) times the regular rate of pay for an employee. (Labor Code §510(a.); IWC Wage Order 9-
10 2001, Sect. 3(A).) Any work in excess of twelve (12) hours in a workday shall be compensated
11 at the rate of twice the regular rate of pay for an employee. (*Ibid.*)

12 28. Defendant's employees regularly worked over eight (8) hours per day and forty
13 (40) hours per week. Defendant failed to pay its employees minimum wage for all hours worked
14 and overtime premium for hours worked in excess of over eight (8) hours per day and/or forty
15 (40) hours per week for work performed for the Defendant. Defendant's failure to compensate
16 Plaintiff and other non-exempt hourly employees the proper rate for meal period premiums when
17 they missed meal breaks is a violation fo the Labor Code. Employer also failed to accurately
18 calculate the overtime rate for Plaintiff and other non-exempt hourly employees.

19 29. Since the LWDA has not indicated that it will be investigating more than sixty-
20 five (65) days since Plaintiff provided notice, and because Defendant took no corrective action to
21 remedy the allegations set forth above, Plaintiff, as a Private Attorney General, will seek any and
22 all penalties otherwise capable of being collected by the Labor Commission, the LWDA and/or
23 the Department of Labor Standards Enforcement ("DLSE"). This includes each of the following,
24 as set forth in Labor Code section 2699.5, which provides that section 2699.3, subdivision (a),
25 applies to any alleged violation of the following provisions: 510 and 1194.

26 30. Plaintiff is informed and believes that Defendant has violated, and continues to
27 violate, provisions of the Labor Code and applicable Wage Orders related to the payment of
28 minimum wages and overtime.

1 Time Period, in an amount according to proof, as to those penalties that are otherwise only
2 available to public agency enforcement actions.

3 46. Additionally, Plaintiff as a Private Attorney General are entitled to attorney's fees
4 and costs pursuant to Labor Code sections 2699, subdivision (g)(1), 218.5, 1194, and prejudgment
5 interest.

6 **FOURTH CAUSE OF ACTION**

7 **VIOLATION OF PAGA FOR FAILURE TO PROVIDE ACCURATE ITEMIZED**
8 **WAGE STATEMENTS**

9 **(Plaintiff As a Private Attorney General Against All Defendants)**

10 47. Plaintiff realleges and incorporates by reference the preceding paragraphs of this
11 complaint as if fully set forth herein.

12 48. Labor Code section 226, subdivision (a), states in pertinent part that, "every
13 employer shall, semimonthly or at the time of each payment of wages, furnish each of his or her
14 employees, either as a detachable part of the check, draft, or voucher paying the employee's
15 wages, or separately when wages are paid by personal check or cash, an accurate itemized
16 statement in writing showing: (1) gross wages earned; (2) total hours worked by the employee . .
17 . ; (3) the number of piece-rate units earned . . . ; (4) all deductions . . . ; (5) net wages; (6) the
18 inclusive dates of the period for which the employee is paid; (7) the name of the employee and
19 only the last four digits of his or her social security number or an employee identification number
20 other than a social security number; (8) the name and address of the legal entity that is the
21 employer . . . ; and (9) all applicable hourly rates in effect during the pay period and corresponding
22 number of hours worked at each hourly rate by the employee..." (Lab. Code, § 226.)

23 49. Defendant knowingly and intentionally failed to provide timely and accurate
24 itemized wage statements to its employees in accordance with Labor Code section 226,
25 subdivision (a), by failing to record the accurate number of hours worked, the accurate rate of pay
26 for each hour worked, the accurate amount of premiums wages earned, the accurate net pay, and
27 the accurate gross pay. Such failure caused injury to its employees in violation of the California
28 Labor code.

50. Plaintiff, as a Private Attorney General pursuant to the Private Attorney General Act (2004), and more specifically, Labor Code section 2698, will and does seek to recover any and all penalties for each and every violation shown to exist or to have occurred during the Relevant Time Period, in an amount according to proof, as to those penalties that are otherwise only available to public agency enforcement actions. Funds recovered will be distributed in accordance with the PAGA.

51. Additionally, Plaintiff is entitled to attorneys' fees and costs pursuant to Labor Code section 2699, subdivision (g)(1), and prejudgment interest.

FIFTH CAUSE OF ACTION

VIOLATION OF PAGA FOR FAILURE TO REIMBURSE

NECESSARY BUSINESS EXPENDITURES

(Plaintiff As a Private Attorney General Against All Defendants)

52. Plaintiff realleges and incorporates by reference the allegations in the preceding paragraphs.

53. Labor Code section 2802 states that "An employer shall indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties...."

54. Defendant failed to reimburse its employees for necessary expenditures as a direct consequence of the discharge of their duties.

55. Defendant knowingly, willingly, and intentionally attempted to offset the cost of doing business on its employees in violation of the California Labor code.

56. Defendant has a corporate practice and policy of requiring its employees to shoulder the burden of Defendant's cost of doing business by failing to reimburse its employees for necessary business expenditures, specifically requiring employees to utilize their personnel cell phones in direct consequence of the discharge of their duties to Defendant.

57. Plaintiff acting as a Private Attorney General pursuant to the Private Attorney General Act (2004), and more specifically, Labor Code section 2698, will and does seek to recover any and all penalties for each and every violation shown to exist or to have occurred

1 during the Relevant Time Period, in an amount according to proof, as to those penalties that are
2 otherwise only available to public agency enforcement actions. Funds recovered will be
3 distributed in accordance with the PAGA.

4 58. Accordingly, Plaintiff entitled to attorneys' fees and costs pursuant to Labor Code
5 section 2699, subdivision (g)(1), and prejudgment interest.

6 **SIXTH CAUSE OF ACTION**

7 **VIOLATION OF PAGA FOR FAILURE TO PAY WAGES DUE UPON**

8 **TERMINATION OF EMPLOYMENT**

9 **(Plaintiff As a Private Attorney General Against All Defendants)**

10 59. Plaintiff realleges and incorporates by reference the preceding paragraphs of this
11 complaint as if fully set forth herein.

12 60. Employees who ended their employment with Defendant during the Relevant
13 Time Period, were entitled to be promptly paid all wages owed, including both minimum wage
14 and lawful overtime compensation and other premiums, as required by Labor Code sections 201
15 and 203.

16 61. Defendant refused and/or failed to promptly compensate its employees for wages
17 owed as a result of Defendant's failure to properly pay meal and rest break premiums, and
18 minimum and overtime compensation owed for work performed for Defendant.

19 62. Plaintiff, as a Private Attorney General pursuant to the Private Attorney General
20 Act (2004), and more specifically, Labor Code section 2698 et seq., will seek any and all penalties
21 otherwise capable of being collected by the Labor Commission and/or the DLSE. This includes
22 each of the following, as set forth in Labor Code section 2699.5, which provides that section
23 2699.3, subdivision (a), applies to any alleged violation of the following provisions: 201-203,
24 226, 226.7, 510, 512, 1174, 1194, and 2802.

25 63. Plaintiff, as a personal representative of the general public, will and does seek to
26 recover any and all penalties for each and every violation shown to exist or to have occurred
27 during the Relevant Time Period, in an amount according to proof, as to those penalties that are
28

1 otherwise only available to public agency enforcement actions. Funds recovered will be
2 distributed in accordance with the PAGA.

3 64. Additionally, Plaintiff as a Private Attorney General is entitled to attorneys' fees
4 and costs pursuant to Labor Code section 2699, subdivision (g)(1), and prejudgment interest.

5 **PRAYER FOR RELIEF**

6 **WHEREFORE**, Plaintiff as a Private Attorney General pray for judgment as follows:

- 7 1. For civil penalties for each violation as provided by law, including, but not
8 limited to, those civil penalties provided by PAGA;
- 9 2. For costs of suit and expenses incurred herein pursuant to Labor Code section
10 2699, subdivision (g), and any other statutory basis or pursuant to the
11 California Rules of Court;
- 12 3. For reasonable attorneys' fees pursuant to Labor Code section 2699,
13 subdivision (g), and any other statutory basis; and
- 14 4. For all such other and further relief as the Court may deem just and proper.

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16 Dated: March 24, 2025

MAHONEY LAW GROUP, APC

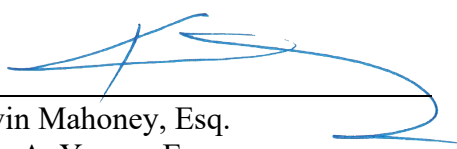
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19 Kevin Mahoney, Esq.
20 John A. Young, Esq.
21 Attorneys for Plaintiff ANGELICA RAMOS
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EXHIBIT A



John Young, Esq.
(562) 590-5550 phone
(562) 590-8400 facsimile
jyoung@mahoney-law.net

Via Online Submission

LABOR AND WORKFORCE DEVELOPMENT AGENCY
dir.govfa.net/308

VIA U.S. CERTIFIED MAIL# 7019-2280-0002-0214-2268

HDM Express Logistics Inc.
ATTN: Dormary Marquez
39 Kingsbury
Irvine, CA 92620

Re: *Angelica Ramos v. HDM Express Logistics Inc.*

**NOTICE OF LABOR CODE VIOLATIONS PURSUANT TO
LABOR CODE SECTION § 2698 ET SEQ.**

To: California Labor and Workforce Development Agency, HDM Express Logistics Inc.
From: Angelica, on behalf of herself and similarly aggrieved employees who were subject to the employer's wage and hour policies as set forth below.

I. FACTUAL STATEMENT

Please note that the firm, Mahoney Law Group, APC, represents the interests of Angelica Ramos ("Employee"), who intends to file a complaint alleging various Labor Code violations and seeking civil penalties under the Private Attorneys General Act of 2004, Labor Code section 2698 et seq. ("PAGA"), on behalf of herself and all other aggrieved employees.

II. THEORIES OF LABOR CODE VIOLATIONS AND REMEDIES

HDM Express Logistics Inc. ("Employer") is a courier service that provides their services throughout southern California. Employee alleges Employer violated various sections of the Labor Code, including, but not limited, to sections 201, 202, 203, 226, 226.3, 226.7, 510, 512, 558, 558.1, 1174, 1174.5, 1182.12, 1194, 1197, and 2802, by failing to provide Employee and all other aggrieved employees all wages for all hours worked, failing to pay Employee and all other aggrieved employees minimum wage, failure to pay overtime wages, failure to authorize and permit rest periods or premium wages in lieu thereof, failure to provide meal periods or premium wages in lieu thereof, failure to reimburse Employee and other aggrieved employees for work-related expenses, and failure to provide accurate itemized wage statements, based on Employer's misclassification of Employee and all other aggrieved employees as independent contractors.

Employer willfully misclassified Employee and all other aggrieved employees as independent contractors. Specifically, Employer maintained the right to exercise control over Employee and all other aggrieved employees, including the manner and means in which work was performed. Further, Employee and other aggrieved employees performed work that was/is quintessential to Employer's usual course of business. Employer's willful misclassification of Employee and all aggrieved employees is in violation of Labor Code section 226.8.

Employer failed to pay Employee and other aggrieved employees for all hours worked at the legally mandated wage rates. Employer failed to pay Employee and other aggrieved employees all legally mandated wages, including regular and overtime wages, for all work performed and all non-productive time, in violation of California law. Specifically, Employer paid Employee and other aggrieved employees per delivery made, rather than for all hours worked. As such, Employee and other aggrieved employees were not compensated the legally mandated wage rate for the time worked during these periods. Employer's conduct is in violation of Labor Code sections 294, 510, and 1194, and is actionable under PAGA.

Employer also failed to provide Employee and other aggrieved employees with timely uninterrupted meal and rest periods. Employer had a practice of prioritizing work responsibilities and having Employee and other aggrieved employees complete their routes and deliveries rather than provide Employee and other aggrieved employees their legally mandated meal or rest break. As a result of Employer's policy and practices, Employee and her co-workers did not receive timely uninterrupted meal and rest periods and were not compensated with premium wages for non-compliant meal and/or rest periods. Employer's conduct is in violation of Labor Code sections 226.7 and 512, and is also actionable under PAGA.

Further, Employer failed to reimburse Employee and other aggrieved employees for their work-related expenses in violation of Labor Code section 2802. Employer ordered Employee and other aggrieved employees to use their personal cell phone to complete deliveries and communicate with Employer. Employer's failure to reimburse Employee and other aggrieved employees for work-related expenses is a direct violation of Labor Code section 2802 and is also actionable under PAGA.

As a result of Employer's failure to pay all wages owed as described herein, Employer further failed to keep accurate payroll records and failed to provide Employee and other aggrieved employees with complete and accurate wage statements showing the actual hours worked and premium wages earned per pay period. In addition, Employer only provided Employee and other aggrieved employees personal checks in lieu of compliant pay statements. Employer's conduct is in violation of Labor Code sections 226 and 1174, and is actionable under PAGA.

As a further result of Employer's failure to pay all wages owed as described herein, Employer also violated Labor Code sections 201, 202, and 203, due to its uniform policy, practice and procedure of failing to pay all wages earned to former employees.

LABOR AND WORKFORCE DEVELOPMENT AGENCY

January 15, 2025

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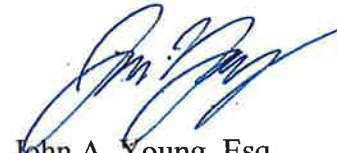
Employee will bring her lawsuit on behalf of herself and all other aggrieved employees who were employed by Employer. Please advise if the LWDA has any objection to my client including PAGA claims in her complaint.

The facts and claims contained herein are based on the information available at the time of this writing. Therefore, if through discovery and/or expert review, Employee becomes aware of additional compensation owed or losses incurred by Employee or by any other aggrieved employee of the Employer, Employee expressly reserves the right to revise these facts and/or add any new claims by amending the claim letter or by adding applicable causes of action to the complaint which will relate back to the date of this letter.

If the Labor and Workforce Development Agency intends to investigate the allegations set forth herein, please provide notice via certified mail to:

Mahoney Law Group, APC
John Young, Esq.
249 E. Ocean Blvd., Ste. 814
Long Beach, CA 90802
Tel: (562) 590-5550
Email: jyoung@mahoney-law.net

Sincerely,



John A. Young, Esq.
MAHONEY LAW GROUP, APC