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Superior Court of California
County of Los Angeles
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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

JUAN GUZMAN, VINCENT RAGLIN, JR., MARCO AGUAYO, JORGE NAJERA, JOHN GOMEZ, and ANDREW WILLIAM ROBINSON, as individuals and on behalf of all others similarly situated,

Plaintiffs,

vs.

HOME EXPRESS DELIVERY SERVICE, LLC, d.b.a. TEMCO LOGISTICS, a Georgia corporation; and DOES 1 through 100,

Defendants.

CASE NO. 24STCV08956

SECOND AMENDED CLASS AND REPRESENTATIVE ACTION COMPLAINT:

(1) MINIMUM WAGE VIOLATIONS (LABOR CODE §§ 1182.12, 1194, 1194.2, 1197, 1198);

(2) FAILURE TO PAY ALL OVERTIME WAGES (LABOR CODE §§ 204, 510, 1194, 1198);

(3) MEAL PERIOD VIOLATIONS (LABOR CODE §§ 226.7, 512, 558);

(4) REST PERIOD VIOLATIONS (LABOR CODE §§ 226.7, 516, 558);

(5) FAILURE TO REIMBURSE ALL NECESSARY BUSINESS EXPENDITURES (LABOR CODE §§ 2802, 2804);

(6) WAGE STATEMENT PENALTIES (LABOR CODE § 226 *et seq.*);

(7) WAITING TIME PENALTIES (LABOR CODE §§ 201-203);

(8) UNFAIR COMPETITION (BUS & PROF CODE § 17200 *et seq.*); and

(9) CIVIL PENALTIES UNDER THE PRIVATE ATTORNEYS GENERAL ACT (LABOR CODE § 2698 *et seq.*).

DEMAND FOR JURY TRIAL
UNLIMITED CIVIL CASE

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Plaintiffs Juan Guzman, Vincent Raglin, Jr., Marco Aguayo, Jorge Najera, John Gomez, and Andrew William Robinson ("Plaintiffs"), on behalf of themselves and all others similarly situated, hereby bring this Second Amended Class and Representative Action Complaint ("Complaint") against Defendant Home Express Delivery Service, LLC, d.b.a. Temco Logistics, a Georgia corporation, and DOES 1 to 100, inclusive (collectively "Defendants"), and on information and belief allege as follows:

JURISDICTION

1. Plaintiffs, on behalf of themselves and all others similarly situated, hereby bring this Complaint for recovery of unpaid wages and penalties under California Business and Professions Code § 17200 *et. Seq*., Labor Code §§ 201-204, 226, 226.2 226.7, 510, 512, 516, 558, 1194, 1194.2, 1197, 1198, 2698 *et seq.*, 2802, 2804, and Industrial Welfare Commission Wage Order 4 ("Wage Order 4"), in addition to seeking injunctive relief, declaratory relief, and restitution. This Complaint is brought pursuant to California Code of Civil Procedure § 382. This Court has jurisdiction over Defendants' violations of the California Labor Code because the amount in controversy exceeds this Court's jurisdictional minimum.

VENUE

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

PARTIES

3. Plaintiffs are individuals over the age of eighteen (18). At all relevant times herein, Plaintiffs were, and currently are, California residents. Within the statute of limitations periods applicable to each cause of action pled herein, Plaintiffs were employed by Defendants as non-exempt employees. Plaintiff were, and are, victims of Defendants' policies and/or practices complained of herein, lost money and/or property, and have been deprived of the rights guaranteed by California Business and Professions Code § 17200 *et. seq*., Labor Code §§ 201-

204, 226, 226.2, 226.7, 510, 512, 516, 558, 1194, 1194.2, 1197, 1198, 2698 *et seq.*, 2802, 2804, and Wage Order 4, which sets employment standards for technical occupations, includer installers.

4. Plaintiffs are informed and believe, and based thereon allege, that during the during the applicable statute of limitations for each cause of action pled herein and continuing to the present, Defendants did (and continue to do) business by providing logistics and supply chain solutions, and employed Plaintiffs and other, similarly-situated non-exempt employees within Los Angeles County, and the State of California and, therefore, were (and are) doing business in Los Angeles County and the State of California.

5. Plaintiffs do not know the true names or capacities, whether individual, partner, or corporate, of the defendants sued herein as DOES 1 to 100, inclusive, and for that reason, said defendants are sued under such fictitious names, and Plaintiffs will seek leave from this Court to amend this Complaint when such true names and capacities are discovered. Plaintiffs are informed, and believe, and based thereon allege, that each of said fictitious defendants, whether individual, partners, or corporate, were responsible in some manner for the acts and omissions alleged herein, and proximately caused Plaintiffs and the Classes (as defined in Paragraph 16) to be subject to the unlawful employment practices, wrongs, injuries, and damages complained of herein.

6. Plaintiffs are informed, and believe, and thereon allege, that at all times mentioned herein, Defendants were and are the employers of Plaintiffs and all members of the Classes.

7. At all relevant times, each of said Defendants participated in the doing of the acts hereinafter alleged to have been done by the named Defendants; and furthermore, the Defendants, and each of them, were the agents, servants, and employees of each and every one of the other Defendants, as well as the agents of all Defendants, and at all times herein mentioned were acting within the course and scope of said agency and employment. Defendants, and each of them, approved of, condoned, and/or otherwise ratified each and every one of the acts or omissions complained of herein.

8. At all times mentioned herein, Defendants, and each of them, were members of

and engaged in a joint venture, partnership, and common enterprise, and acting within the course and scope of and in pursuance of said joint venture, partnership, and common enterprise. Further, Plaintiffs allege that all Defendants were joint employers for all purposes of Plaintiffs and all members of the Classes.

GENERAL FACTUAL ALLEGATIONS

9. Defendants provide home delivery and installment of appliances to customers in Los Angeles County and other counties in Southern California. Plaintiff Guzman has worked for Defendants as a non-exempt employee in the position of "Master Technician" (or similarly-titled position) since approximately November 2022.

10. Plaintiff Raglin worked for Defendants as a non-exempt employee in the position of "Master Technician" (or similarly-titled position) from approximately April 24, 2023 until approximately March 20, 2025.

11. Plaintiff Aguayo worked for Defendants as a non-exempt employee in the position of "Technician" (or similarly-titled position) from approximately June 19, 2023 until approximately June 19, 2024.

12. Plaintiff Najera worked for Defendants as a non-exempt employee in the position of "Driver/Installer" (or similarly-titled position) from approximately April 2023 until approximately January 2024.

13. Plaintiff Gomez worked for Defendants as a non-exempt employee in the position of "Technician" (or similarly-titled position) from approximately November 2022 until approximately October 31, 2024.

14. Plaintiff Robinson worked for Defendants as a non-exempt employee in the position of "Master Technician" (or similarly-titled position) from approximately October 2023 until approximately December, 2024.

15. During their employment with Defendants, and upon information and belief, Plaintiffs allege that Defendants failed to pay Plaintiffs for all hours worked. For example, but certainly not limited to, Defendants required Plaintiffs to work while not clocked in, or work through their purported breaks while off-the-clock, resulting in Plaintiffs not being paid for all

their hours actually worked. However, Plaintiffs have evidence from the application used to track deliveries that they were in fact working during periods of time that they were clocked out for meal periods. As a result, Plaintiffs allege that Defendants failed to pay Plaintiffs for all minimum and overtime wages that they are owed. Plaintiffs also allege that there are many other instances of hours worked, that were not paid.

16. In addition, Defendants' meal period policies/practices failed to provide Plaintiffs with all legally compliant meal periods because they failed to provide Plaintiffs with timely, duty-free, and uninterrupted 30-minute meal periods commencing before the end of the fifth hour of work, and/or second 30-minute meal periods for shifts of over 10.0 hours, or any additional legally required meal break.

17. Due to the nature of his work, Plaintiffs were required to work through their meal periods, even though they were required to record thirty-minute meal periods in Defendants' timekeeping system, as well as additional thirty-minute meal periods on days that they worked 12 or more hours. If Plaintiffs failed to or were unable to record a untaken meal periods on Defendants' timekeeping system as demanded by Defendants' timekeeping policy/practice, Defendants required Plaintiffs to record the untaken meal period at the end of their shifts in a process called "requesting a lunch."

18. On those occasions when Plaintiffs were not provided with all legally compliant meal periods to which they were entitled, Defendants failed to always compensate Plaintiffs with the required meal period premium for each workday in which they experienced a meal period violation as mandated by Labor Code § 226.7. Plaintiffs also allege that their meal breaks were not timely, short, or otherwise not compliant with the law.

19. Plaintiffs were also not authorized and permitted to take all required and legally-compliant rest periods due to Defendants' rest period policies/practices. For example, Plaintiffs were not authorized and permitted to take all legally compliant rest periods of a net ten minutes due to work demands imposed by Defendants. Upon information and belief, Plaintiffs were required to work through their 10-minute rest periods due to the demands their his job responsibilities. As a result, Defendants failed to relinquish control over Plaintiffs during their

rest periods and dictated how they spent at least a portion of their 10-minute rest periods, and therefore failed to authorize and permit 10 minutes of "net rest time." On those occasions when Plaintiffs were not provided with all legally required and compliant rest periods to which they were entitled, Defendants failed to always compensate Plaintiffs with the required rest period premium for each workday in which they experienced a rest period violation as mandated by Labor Code § 226.7. Plaintiffs also allege on information and belief that the timing of the rest breaks were not compliant with the law.

20. Defendants also failed to reimburse Plaintiffs for the purchase of tools, or other items, for necessary work activities. For example, but not limited to, Defendants required Plaintiffs to purchase all the tools they needed in order to perform their job duties, including drills, dollies, straps, screwdrivers, wrenches, hammers, and copper-cutting tools, but failed to reimburse Plaintiffs for these necessary business expenditures. Plaintiff's allege on information and belief that there were other business expenses that were not reimbursed.

21. As a result of Defendants' failure to pay Plaintiffs for all minimum wages, overtime wages, and meal and rest period premium wages owed, Defendants maintained inaccurate payroll records and failed to issue accurate, compliant, itemized wage statements. On information and belief, Defendant also failed to properly calculate the correct amount of pay. As a further result of Defendants' failure to pay Plaintiffs for all minimum wages, overtime wages, and meal and rest period premium wages owed, Defendants failed to pay all wages to Plaintiffs at the separation of their employment.

CLASS ACTION ALLEGATIONS

22. **Class Definitions**: Plaintiffs bring this action on behalf of themselves and the following Classes pursuant to § 382 of the Code of Civil Procedure:

a. The Minimum Wage Class consists of all of Defendants' current and former non-exempt employees in California who were subject to Defendants' timekeeping practices during the four years immediately preceding the filing of this action through the present.

b. The Overtime Class consists of all of Defendants' current and former non-exempt

employees in California who worked more than 8 hours in a workday and/or more than 40 hours in a workweek and were subject to Defendants' timekeeping practices, during the four years immediately preceding the filing of this action through the present.

c. The Meal Period Class consists of all of Defendants' current and former non-exempt employees in California who: (i) worked at least one shift in excess of 5.0 hours; and/or (ii) worked at least one shift in excess of 10.0 hours, at any time during the four years immediately preceding the filing of this action to the present.

d. The Rest Period Class consists of all Defendants' current and former non-exempt employees in California who worked a shift in excess of 3.5 hours, during the four years immediately preceding the filing of this action to the present.

e. The Employee Expense Class consists of all of Defendants' current and former non-exempt employees in California who were not reimbursed for r necessary business expenses, during the four years immediately preceding the filing of this action through the present.

f. The Wage Statement Class consists of all members of the Minimum Wage Class, Overtime Class, Meal Period Class, and/or Rest Period Class who received a wage statement during the one year immediately preceding the filing of this action through the present.

g. The Waiting Time Penalty Class consists of Defendants' formerly employed members of the Minimum Wage Class, Overtime Class, Meal Period Class, and/or Rest Period Class, during the three years immediately preceding the filing of this action through the present.

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

24. **Common Questions of Law and Fact Predominate/Well Defined Community of Interest**: There are common questions of law and fact as to Plaintiffs and all other similarly situated employees, which predominate over questions affecting only individual members including, but certainly not limited to:

i. Whether Defendants' timekeeping policies and/or practices resulted in the failure to properly compensate members of the Overtime Class and Minimum Wage Class for all hours worked;

ii. Whether Defendants provided all legally compliant meal periods to members of the Meal Period Class pursuant to Labor Code §§ 226.7 and 512;

iii. Whether Defendants authorized and permitted all legally compliant rest periods to members of the Rest Period Class pursuant to Labor Code §§ 226.7 and 516;

iv. Whether Defendants provided meal and rest period premium payments for non-compliant meal and rest periods;

v. Whether Defendants' policies and/or practices regarding business expenditures resulted in the failure to properly reimburse members of the Employee Expense Class;

vi. Whether Defendants furnished legally compliant wage statements to members of the Wage Statement Class pursuant to Labor Code § 226, (including but not limited to piece-rate violations under 226.2); and

vii. Whether Defendants' policies and/or practices for the timing and amount of payment of final wages to members of the Waiting Time Class at the time of separation from employment were unlawful.

25. **Predominance of Common Questions**: Common questions of law and fact predominate over questions that affect only individual members of the Classes. The common questions of law set forth above are numerous and substantial and stem from Defendants' policies and/or practices applicable to each individual class member, including but not limited to Defendants' failure to implement lawful meal and rest period policies/practices, failure to reimburse employees for all necessary business expenditures, failure to provide accurate wage

statements, and/or failure to pay all wages owed at the termination of employment. As such, the common questions predominate over individual questions concerning each individual class member's showing as to their eligibility for recovery or as to the amount of their damages.

26. **Typicality**: The claims of Plaintiffs are typical of the claims of the Classes because Plaintiffs were employed by Defendants as non-exempt employees in California during the statute(s) of limitations period applicable to each cause of action pled in the Complaint. As alleged herein, Plaintiffs, like the members of the Classes, were not properly paid all minimum and overtime wages owed, were not provided all required meal periods, were not authorized and permitted all rest periods, did not receive premium pay for meal and rest period violations, were not reimbursed for all necessary business expenditures, were not provided with accurate, itemized wage statements, and were not paid all wages owing at the termination of employment.

27. **Adequacy of Representation**: Plaintiffs are fully prepared to take all necessary steps to represent fairly and adequately the interests of the members of the Classes. Moreover, Plaintiffs' attorneys are ready, willing and able to fully and adequately represent the members of the Classes and Plaintiffs. Plaintiffs' attorneys have prosecuted and defended numerous wage-and-hour class actions in state and federal courts in the past and are committed to vigorously prosecuting this action on behalf of the members of the Classes.

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

Class(es) to pursue an individual remedy would also discourage the assertion of lawful claims by employees who would be disinclined to file an action against their former and/or current employer for real and justifiable fear of retaliation and permanent damages to their careers at subsequent employment. Further, the prosecution of separate actions by the individual class members, even if possible, would create a substantial risk of inconsistent or varying verdicts or adjudications with respect to the individual class members against Defendants herein; and which would establish potentially incompatible standards of conduct for Defendants; and/or legal determinations with respect to individual class members which would, as a practical matter, be dispositive of the interest of the other class members not parties to adjudications or which would substantially impair or impede the ability of the class members to protect their interests. Further, the claims of the individual members of the Class are not sufficiently large to warrant vigorous individual prosecution considering all of the concomitant costs and expenses attending thereto. As such, the Classes identified in Paragraph 22 are maintainable as classes under § 382 of the Code of Civil Procedure.

FIRST CAUSE OF ACTION

MINIMUM WAGE VIOLATIONS

(AGAINST ALL DEFENDANTS)

29. Plaintiffs re-allege and incorporate by reference all previous paragraphs.

30. Wage Order 4, § 4 and California Labor Code §§ 1197 and 1182.12 establish the right of employees to be paid minimum wages for all hours worked, in amounts set by state law. Labor Code §§ 1194(a) and 1194.2(a) provide that an employee who has not been paid the legal minimum wage as required by Labor Code § 1197 may recover the unpaid balance together with attorneys' fees and costs of suit, as well as liquidated damages in an amount equal to the unpaid wages and interest accrued thereon. At all relevant times herein, Defendants failed to conform their pay practices to the requirements of the law by failing to pay Plaintiffs and members of the Minimum Wage Class for all hours worked, including, but not limited to, all hours they were subject to the control of Defendants and/or suffered or permitted to work under the California Labor Code and Wage Order 4.

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

32. As a consequence of Defendants' non-payment of minimum wages, Plaintiffs and members of the Minimum Wage Class seek penalties pursuant to Wage Order 4 § 20(A) and California Labor Code § 1199; interest pursuant to California Labor Code §§ 218.6 and 1194 and Civil Code §§ 3287 and 3289; liquidated damages pursuant to California Labor Code § 1194.2; attorneys' fees and costs of suit pursuant to California Labor Code § 1194 *et seq.*; and damages and/or penalties pursuant to California Labor Code § 558(a).

SECOND CAUSE OF ACTION

FAILURE TO PAY ALL OVERTIME WAGES

(AGAINST ALL DEFENDANTS)

33. Plaintiffs re-allege and incorporate by reference all previous paragraphs.

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

35. At all times relevant herein, Defendants were required to properly compensate non-exempt employees, including Plaintiffs and members of the Overtime Class, for all overtime hours worked pursuant to California Labor Code § 1194 and Wage Order 4. Wage Order 4, § 3 requires an employer to pay an employee "one and one-half (1½) times the employee's regular rate of pay" for work in excess of 8 hours per work day and/or in excess of 40 hours of work in a workweek. Defendants caused Plaintiffs and members of the Overtime Class to work overtime hours and/or double overtime hours, but failed to credit these employees with all overtime hours actually worked.

36. The foregoing policies and practices are unlawful and create entitlement to

recovery by Plaintiffs and the Overtime Class members in a civil action for the unpaid amount of overtime premiums owing, including interest thereon, statutory penalties, attorneys' fees, and costs of suit according to California Labor Code §§ 204, 210, 216, 218.6, 510, 558, 1194, and 1198; Civil Code §§ 3287 and 3289, and Code of Civil Procedure § 1021.5.

THIRD CAUSE OF ACTION

MEAL PERIOD VIOLATIONS

(AGAINST ALL DEFENDANTS)

37. Plaintiffs re-allege and incorporate by reference all previous paragraphs.

38. Plaintiffs are informed and believe, and based thereon allege, that Defendants failed in their affirmative obligation to provide all of their non-exempt employees in California, including Plaintiffs and members of the Meal Period Class, with all legally compliant meal periods in accordance with the mandates of the California Labor Code and Wage Order 4, § 11. Despite Defendants' violations, Defendants did not pay an additional hour of pay to Plaintiffs and members of the Meal Period Class at their respective regular rates of compensation, in accordance with California Labor Code §§ 204, 210, 226.7, and 512.

39. As a result, Defendants are responsible for paying premium compensation for meal period violations including interest thereon, statutory penalties, civil penalties, and costs of suit, pursuant to Labor Code §§ 226.7, 512, 558, Wage Order 4, and Civil Code §§ 3287(b) and 3289.

FOURTH CAUSE OF ACTION

REST PERIOD VIOLATIONS

(AGAINST ALL DEFENDANTS)

40. Plaintiffs re-allege and incorporate by reference all previous paragraphs.

41. Wage Order 4, § 12 and California Labor Code §§ 226.7, 516 and 558 establish the right of employees to be provided with a rest period of at least ten (10) minutes for each four (4) hour period worked, or major fraction thereof. Despite Defendants' failure to authorize and permit Plaintiff and members of the Rest Period Class to take all legally complaint rest periods as alleged herein, Defendants did not pay these individuals an additional hour of pay at their respective regular rate for the rest periods that they failed to authorize and permit them to take, as

required by Labor Code § 226.7.

42. Defendants' policies and practices described herein are unlawful and create an entitlement to recovery by Plaintiffs and members of the Rest Period Class in a civil action for the unpaid amount of rest period premiums owing, including interests thereon, statutory penalties, civil penalties, attorneys' fees, and costs of suit according to California Labor Code §§ 226.7, 516, 558, Wage Order 4, and Civil Code §§ 3287(b) and 3289.

FIFTH CAUSE OF ACTION

FAILURE TO REIMBURSE NECESSARY BUSINESS EXPENDITURES

(AGAINST ALL DEFENDANTS)

43. Plaintiffs re-allege and incorporate by reference all previous paragraphs.

44. At all relevant times herein, Defendants were subject to Labor Code § 2802, which states that, "[a]n 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, or of his or obedience to the directions of the employer."

45. At all relevant times herein, Defendants were subject to Labor Code § 2804, which states that, "[a]ny contract or agreement, express or implied, made by any employee to waive the benefits of this article or any part thereof, is null and void, and this article shall not deprive any employee or his personal representative of any right or remedy to which he is entitled under the laws of this State."

46. Due to Defendants' unlawful policy and practice of requiring employees to use purchase tools for work purposes and failing to compensate employees for the purchase of such tools, Defendants have violated Labor Code § 2802. This is in addition to any other necessary business expense that Defendants were required to pay, but did not (mileage, cell phone, uniform or otherwise).

47. As a proximate result of Defendants' policies and/or practices in violation of Labor Code §§ 2802 and 2804, and Wage Order 4, § 9, Plaintiffs and members of the Employee Expense Class were damaged in sums, which will be shown according to proof.

48. Plaintiffs and members of the Employee Expense Class are entitled to attorneys'

fees and costs of suit pursuant to Labor Code § 2802(c) for bringing this action.

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

SIXTH CAUSE OF ACTION

WAGE STATEMENT VIOLATIONS

(AGAINST ALL DEFENDANTS)

50. Plaintiffs re-allege and incorporate by reference all previous paragraphs.

51. Plaintiffs are informed and believe, and based thereon allege, that Defendants knowingly and intentionally, as a matter of uniform policy and practice, failed to furnish Plaintiffs and members of the Wage Statement Class with complete and accurate itemized wage statements in violation of Labor Code § 226 *et seq*., and 226.2 (including but not limited to piece-rate violations).

52. Defendants' failures in furnishing Plaintiffs and Wage Statement Class members with complete and accurate itemized wage statements resulted in injury, as said failures deprived them of the information necessary to identify the discrepancies in Defendants' reported data, and deprived them of the information required to be included under Labor Code § 226(a).

53. Defendants' failures create an entitlement to recovery by Plaintiffs and members of the Wage Statement Class in a civil action for all damages and/or penalties pursuant to Labor Code § 226 et seq., including statutory penalties, civil penalties, reasonable attorneys' fees, and costs of suit according to California Labor Code § 226 *et seq*.

SEVENTH CAUSE OF ACTION

WAITING TIME PENALTIES

(AGAINST ALL DEFENDANTS)

54. Plaintiffs reallege and incorporate by reference all previous paragraphs.

55. This cause of action is brought pursuant to Labor Code §§ 201-203, which require an employer to pay all wages earned immediately at the time of termination of employment in the

event the employer discharges the employee or the employee provides at least 72 hours of notice of his/her intent to quit. In the event the employee provides less than 72 hours of notice of his/her intent to quit, said employee's wages become due and payable not later than 72 hours upon said employee's last date of employment.

56. Plaintiffs are informed and believe, and based thereon allege, that Defendants failed to timely pay Plaintiffs and members of the Waiting Time Class all final wages due to them at the time of their separation which include, among other things, underpaid minimum wages and overtime wages and meal and rest period premiums. Further, Plaintiffs are informed and believe, and based thereon allege, that as a matter of uniform policy and practice, Defendants continue to fail to pay members of the Waiting Time Class all earned wages at the end of employment in a timely manner pursuant to the requirements of Labor Code §§ 201-203. Defendants' failure to pay all wages was willful within the meaning of Labor Code § 203.

57. Defendants' willful failure to timely pay Plaintiffs and members of the Waiting Time Class their earned wages upon separation from employment results in a continued payment of wages up to thirty (30) days from the time the wages were due. Therefore, Plaintiffs and members of the Waiting Time Class are entitled to compensation pursuant to Labor Code § 203, plus reasonable attorneys' fees and costs of suit.

EIGHTH CAUSE OF ACTION

UNFAIR COMPETITION

(AGAINST ALL DEFENDANTS)

58. Plaintiffs re-allege and incorporate by reference all previous paragraphs.

59. Defendants have engaged and continue to engage in unfair and/or unlawful business practices in California in violation of California Business and Professions Code § 17200 *et seq*., by: (a) failing to pay Plaintiffs and members of the Minimum Wage Class and Overtime Class all minimum and overtime wages owed; (b) failing to provide Plaintiffs and members of the Meal Period Class with all meal periods to which they are entitled, and failing to pay them all meal period premium payments; (c) failing to authorize and permit Plaintiffs and members of the Rest Period Class all rest periods to which they are entitled, and failing to pay them rest period

premium payments; (d) failing to reimburse Plaintiffs and all members of the Employee Expense Class for all necessary business expenses; (e) failing to issue accurate and itemized wage statements to the Wage Statement Class; and (f) failing to pay all final wages owed to employees upon their separation from employment with Defendants.

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

61. Because Plaintiffs are victims of Defendants' unfair and/or unlawful conduct alleged herein, Plaintiffs for themselves and on behalf of the members of the Classes, seek full restitution of monies, as necessary and according to proof, to restore any and all monies withheld, acquired and/or converted by Defendants pursuant to Business and Professions Code §§ 17203 and 17208.

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

63. Plaintiffs were compelled to retain the services of counsel to file this court action to protect their interests and those of the Classes, to obtain restitution and injunctive relief on behalf of Defendants' current non-exempt employees, and to enforce important rights affecting the public interest. Plaintiffs have thereby incurred the financial burden of attorneys' fees and costs, which they are entitled to recover under Code of Civil Procedure § 1021.5.

NINTH CAUSE OF ACTION

PRIVATE ATTORNEYS GENERAL ACT

(AGAINST ALL DEFENDANTS)

64. Plaintiffs re-allege and incorporate by reference all previous paragraphs.

65. Defendants have committed several Labor Code violations against Plaintiffs, members of the Classes, and other aggrieved employees. Plaintiffs, "aggrieved employees" within the meaning of Labor Code § 2698 *et seq*., acting on behalf of themselves and other aggrieved

employees, bring this representative action against Defendants to recover the civil penalties due to Plaintiffs, the members of the Classes, other aggrieved employees, and the State of California according to proof pursuant to Labor Code § 558 and § 2699 (a) and (f) including, but not limited to: (1) $100.00 for each initial violation for each failure to pay each employee and $200 for each subsequent violation or willful or intentional violation pursuant to Labor Code § 210 for each failure to pay each employee, plus 25% of the amount unlawfully withheld; (2) $50.00 for each initial violation and $100 for each subsequent violation pursuant to Labor Code § 558 per employee per pay period; (3) $100.00 for each initial violation and $250.00 for each subsequent violation pursuant to Labor Code § 1197.1 per employee per pay period; (4) $250.00 for each initial violation and $1,000.00 for each subsequent violation pursuant to Labor Code § 226.3 per employee per pay period; and/or (5) $100.00 for each initial violation and $200 for each subsequent violation per employee per pay period for those violations of the Labor Code for which no civil penalty is specifically provided, based on the following Labor Code violations:

a. Failing to pay minimum wages for all hours worked to Plaintiffs, the Minimum Wage Class, and other aggrieved employees in violation of Labor Code §§ 1182.12, 1194, 1194.2, 1197, and 1198;

b. Failing to pay Plaintiffs, the Overtime Class, and other aggrieved employees all earned overtime compensation in violation of Labor Code §§ 204, 510, 558, 1194, and 1198;

c. Failing to provide all legally required meal periods, and failure to pay meal period premium wages, to Plaintiffs, the Meal Period Class, and other aggrieved employees at the regular rate of compensation in violation of Labor Code §§ 226.7, 512, 558, and 1198;

d. Failing to authorize and permit all legally required rest periods, and failure to pay rest period premium wages, to Plaintiffs, the Rest Period Class, and other aggrieved employees at the regular rate of compensation in violation of Labor Code §§ 226.7, 516, 558, and 1198;

e. Failing to furnish Plaintiffs, the Wage Statement Class, and other aggrieved

employees with complete, accurate, itemized wage statements in violation of Labor Code § 226;

f. Failing to timely pay all final wages and compensation earned by Plaintiffs, the Waiting Time Class, and other aggrieved employees at the time of separation in violation of Labor Code §§ 201, 202, and 203;

g. Failing to reimburse Plaintiffs, the Employee Expense Class, and other aggrieved employees for all necessary work expenses incurred in violation of Labor Code §§ 2802 and 2804;

h. Failing to pay Plaintiffs and other aggrieved employees all earned wages at least twice during each calendar month in violation of Labor Code § 204; and

i. Failing to maintain accurate records on behalf of Plaintiffs and other aggrieved employees in violation of Labor Code §§ 1174 and 1198.

66. On April 9, 2024, Plaintiff Guzman notified Defendants via certified mail, and notified the California Labor and Workforce Development Agency ("LWDA") via its website, of Defendants' violations of the California Labor Code and Plaintiffs' intent to bring a claim for civil penalties under California Labor Code § 2698 *et seq.* with respect to the violations of the California Labor Code identified in Paragraph 65 (a)-(i). On or about April 19, 2024, Plaintiff Raglin notified Defendants via certified mail and the LWDA via its website of Defendants' violations of the California Labor Code and Plaintiffs' intent to bring a claim for civil penalties under California Labor Code § 2698 *et seq.* with respect to the violations of the California Labor Code identified in Paragraph 60 (a)-(i). On or about August 7, 2024, Plaintiff Aguayo notified Defendants via certified mail and the LWDA via its website of Defendants' violations of the California Labor Code and Plaintiffs' intent to bring a claim for civil penalties under California Labor Code § 2698 *et seq.* with respect to the violations of the California Labor Code identified in Paragraph 60 (a)-(i). On or about August 7, 2024, Plaintiff Najera notified Defendants via certified mail and the LWDA via its website of Defendants' violations of the California Labor Code and Plaintiffs' intent to bring a claim for civil penalties under California Labor Code § 2698 *et seq.* with respect to the violations of the California Labor Code identified in Paragraph 60 (a)-

(i).

67. Now that sixty-five days have passed from Plaintiffs notifying Defendants and the LWDA of these violations, and the LWDA has not provided notice that it intends to investigate the violations, Plaintiffs have exhausted their administrative requirements for bringing a claim under the Private Attorneys General Act with respect to these violations.

68. Based on the foregoing, Plaintiffs seek to represent himself and all Aggrieved Employees, as defined by Labor Code § 2699(c).

69. Plaintiffs compelled to retain the services of counsel to file this court action to protect his interests and the interests of other aggrieved employees, and to assess and collect the civil penalties owed by Defendants. Plaintiffs have thereby incurred attorneys' fees and costs, which they are entitled to receive under California Labor Code § 2699(g).

PRAYER

WHEREFORE, Plaintiffs pray for judgment for themselves and for all others on whose behalf this suit is brought against Defendants, as follows:

1. For an order certifying the proposed Classes;

2. For an order appointing Plaintiffs representatives of the Classes;

3. For an order appointing Counsel for Plaintiffs as Counsel for the Classes;

4. Upon the First Cause of Action, for payment of minimum wages, liquidated damages, and penalties according to proof pursuant to Labor Code §§ 1182.12, 1194, 1194.2, 1197, and 1198

5. Upon the Second Cause of Action, for compensatory, consequential, general, and special damages according to proof pursuant to Labor Code §§ 204, 510, 558, 1194, and 1198;

6. Upon the Third Cause of Action, for compensatory, consequential, general, and special damages according to proof pursuant to Labor Code §§ 226.7, 512, and 558;

7. Upon the Fourth Cause of Action, for compensatory, consequential, general, and special damages according to proof pursuant to Labor Code §§ 226.7, 516, and 558

8. Upon the Fifth Cause of Action, for compensatory, consequential, general, and special damages according to proof pursuant to Labor Code §§ 2802 and 2804;

9. Upon the Sixth Cause of Action, for statutory penalties pursuant to Labor Code § 226, *et seq.*;

10. Upon the Seventh Cause of Action, for statutory waiting time penalties pursuant to Labor Code §§ 201-203; and

11. Upon the Eighth Cause of Action, for restitution to Plaintiffs and members of the Classes of all money and/or property unlawfully acquired by Defendants by means of any acts or practices declared by this Court to be in violation of Business and Professions Code § 17200 *et seq*.;

12. Upon the Ninth Cause of Action, for civil penalties due to Plaintiffs, other aggrieved employees, and the State of California according to proof pursuant to Labor Code §§ 558 and 2699(a) and (f) including, but not limited to: (1) $100.00 for each initial violation for each failure to pay each employee and $200 for each subsequent violation or willful or intentional violation pursuant to Labor Code § 210 for each failure to pay each employee, plus 25% of the amount unlawfully withheld; (2) $50.00 for each initial violation and $100 for each subsequent violation pursuant to Labor Code § 558 per employee per pay period; (3) $100.00 for each initial violation and $250.00 for each subsequent violation pursuant to Labor Code § 1197.1 per employee per pay period; (4) $250.00 for each initial violation and $1,000.00 for each subsequent violation pursuant to Labor Code § 226.3 per employee per pay period; and/or (5) $100.00 for each initial violation and $200 for each subsequent violation per employee per pay period for those violations of the Labor Code for which no civil penalty is specifically provided, based on the Labor Code violations identified in Paragraph 65 (a)-(i);

13. Prejudgment interest on all due and unpaid wages pursuant to California Labor Code § 218.6 and 2802(c) and Civil Code §§ 3287 and 3289;

14. On all causes of action, for attorneys' fees and costs as provided by Labor Code §§ 226, 1194 *et seq*., 2699(g), 2802(c), and Code of Civil Procedure § 1021.5; and

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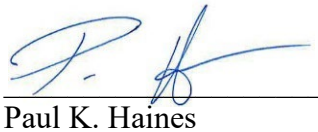
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15. For such other and further relief, the Court may deem just and proper.

Dated: March 9, 2026

Respectfully submitted,
HAINES LAW GROUP, APC

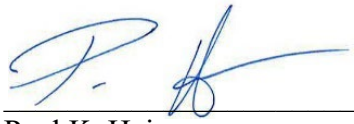
By: 
Paul K. Haines
Attorneys for Plaintiff

DEMAND FOR JURY TRIAL

Plaintiff hereby demands a jury trial with respect to all issues triable by jury.

Dated: March 9, 2026

Respectfully submitted,
HAINES LAW GROUP, APC

By: 
Paul K. Haines
Attorneys for Plaintiff

PROOF OF SERVICE

Juan Guzman v. Home Express Delivery Service, LLC
Los Angeles County Superior Court Case No. 24STCV08956

STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action; my business address is **[X]** 2155 Campus Drive, Suite 180, El Segundo, California 90245.

On March 9, 2026, I served the document(s) described as:

SECOND AMENDED CLASS AND REPRESENTATIVE ACTION COMPLAINT

on the interested party(ies) in this action as follows:

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Attorneys for Plaintiff VINCENT RAGLIN, JR.

[X] (VIA ELECTRONIC MAIL) I caused a true and correct copy of the document(s) described above to be electronically served on counsel of record at the electronic service addresses listed above by transmission to CASE ANYWHERE.

[X] (STATE) I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on March 9, 2026, at El Segundo, California.

Rachel Sanchez

Rachel Sanchez