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on behalf of the general public as private attorney general.

9
10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
FOR THE COUNTY OF LOS ANGELES

11
12 JAMES MICHAEL MURPHY, on behalf of
the general public as private attorney general,

13
14 Plaintiff,

15 v.

16 SOUTHLAND TRANSIT, INC.; and DOES
17 1-50, inclusive,

18 Defendants.
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CASE NO.: 25STCV10152

**PAGA REPRESENTATIVE ACTION
COMPLAINT PURSUANT TO THE
PRIVATE ATTORNEYS GENERAL ACT
(Labor Code §§ 2698 et seq).**

1 Plaintiff JAMES MICHAEL MURPHY (“Plaintiff”), on behalf the general public and all non-
2 exempt aggrieved employees, acting on behalf of the California Attorney General as private
3 attorney general, asserts claims against Defendants SOUTHLAND TRANSIT, INC. and DOES 1-
4 50, inclusive (collectively “Defendants”) as follows:

5 **I. INTRODUCTION**

6 1. This is a representative action for recovery of penalties under the Private Attorneys
7 General Act of 2004 (“PAGA”), Cal. Lab. Code sections 2698 *et seq.* PAGA permits “aggrieved
8 employees” to bring a lawsuit as a representative action on behalf of the general public as private
9 attorney general and all other current and former aggrieved employees, to recover civil penalties
10 and address an employer’s violations of the California Labor Code.

11 2. In this case, Defendants violated various provisions of the California Labor Code.
12 As set forth below, Defendants implemented policies and practices which led to Defendant’s:
13 (a) failure to pay wages including overtime; (b) failure to provide meal periods for every work
14 period exceeding more than five (5) or ten (10) hours per day and failure to pay an additional
15 hour’s of pay or accurately pay an additional hour’s of pay in lieu of providing a meal period; (c)
16 failure to provide rest breaks for every four hours or major fraction thereof worked and failure to
17 pay an additional hour’s of pay or accurately pay an additional hour’s of pay in lieu of providing a
18 rest period; (d) failing to pay timely wages required by Labor Code § 203; (e) failing to provide
19 accurate itemized wage statements; (f) violation of Labor Code §§ 221, 224, and 300; (g) violation
20 of Labor Code § 1024.5; and (h) failing to reimburse expenses. As a result, Plaintiff seeks
21 penalties under Labor Code 2698, *et seq.* on behalf of the general public as private attorney
22 general and all other aggrieved employees.

23 **II. JURISDICTION AND VENUE**

24 3. The California Superior Court has jurisdiction over this action pursuant to
25 California Constitution Article VI, Section 10, which grants the Superior Court “original
26 jurisdiction in all cases except those given by statute to other trial courts.” The statutes under
27 which this action is brought do not give jurisdiction to any other court.

28 4. This Court has jurisdiction over Defendants because, upon information and belief,

1 each Defendant either has sufficient minimum contacts in California, or otherwise intentionally
2 avails itself of the California market so as to render the exercise of jurisdiction over it by the
3 California Courts consistent with traditional notions of fair play and substantial justice.

4 5. Venue as to each Defendant is proper in this judicial district pursuant to Code of
5 Civil Procedure section 395. Defendants are doing business throughout California, including but
6 not limited to Placer County, and each Defendant is within the jurisdiction of this Court for service
7 of process purposes. The unlawful acts alleged herein have a direct effect on Plaintiff and all other
8 aggrieved employees within the State of California. Defendants employ numerous aggrieved
9 employees in in the State of California.

10 6. On information and belief, Defendants have conducted business within the State of
11 California during the purported liability period and continue to conduct business throughout the
12 State of California. The unlawful acts alleged herein have had a direct effect on Plaintiff, and the
13 similarly situated non-exempt aggrieved employees within California.

14 7. The California Superior Court also has jurisdiction in this matter because on
15 information and belief there are no federal questions at issue, as the issues herein are based solely
16 on California statutes and law, including the California Labor Code, the IWC Wage Orders, the
17 California Code of Civil Procedure, the California Civil Code, and the California Business and
18 Professions Code.

19 8. On information and belief, during the statutory liability period and continuing to
20 the present (“liability period”), Defendant consistently maintained and enforced against
21 Defendant’s Non-Exempt aggrieved Employees, among others, the following unlawful practices
22 and policies, in violation of California state wage and hour laws: (a) failure to pay wages including
23 overtime; (b) failure to provide meal periods for every work period exceeding more than five (5)
24 or ten (10) hours per day and failure to pay an additional hour’s of pay or accurately pay an
25 additional hour’s of pay in lieu of providing a meal period; (c) failure to provide rest breaks for
26 every four hours or major fraction thereof worked and failure to pay an additional hour’s of pay or
27 accurately pay an additional hour’s of pay in lieu of providing a rest period; (d) failing to pay
28 timely wages required by Labor Code § 203; (e) failing to provide accurate itemized wage

1 statements; (f) violation of Labor Code §§ 221, 224, and 300; (g) violation of Labor Code §
2 1024.5; and (h) failing to reimburse expenses.

3 9. Plaintiff on behalf of the general public as private attorney general and all other
4 aggrieved employees bring this action pursuant to Labor Code 2698, et seq. for violations
5 enumerated under 2699.5 as follows: sections 201-203, 221, 510, 512, 558, 221, 224, 226, 226.3,
6 226.7, 300, 432, 1024.5, 1174, 1174.5, 1175, 1194, 1197, 1197.1, 1198, 2802, and seeking
7 penalties, interest, attorneys' fees and costs.

8 **III. PARTIES**

9 **A. Plaintiff**

10 10. Plaintiff, JAMES MICHAEL MURPHY, was employed by Defendants in
11 approximately March 2023, as a Non-Exempt Employee with the title of Maintenance and worked
12 during the liability period for Defendants until Plaintiff's separation from Defendants' employ in
13 approximately March 26, 2024. Plaintiff's duties included, but were not limited to maintaining the
14 facility by cleaning, handling trash, making repairs and painting.

15 11. As Defendant's employee, Plaintiff, and all other aggrieved employees were
16 regularly required to and subsequently suffered:

17 a) perform work subject to the control of the employer without being compensated all
18 wages including overtime and minimum wages, all in violation of California labor laws,
19 regulations, and the Industrial Welfare Commission Wage Order ("IWC");

20 b) work without being permitted or authorized a minimum ten-minute rest period for
21 every four hours or major fraction thereof worked and not compensated one (1) hour of pay at his
22 regular rate of compensation for each workday that a rest period was not provided, all in violation
23 of California labor laws, regulations, and the Industrial Welfare Commission Wage Orders
24 ("IWC");

25 c) work in excess of five and ten hours per day without being provided meal periods
26 and not compensated one (1) hour of pay at the regular rate of compensation for each workday that
27 a meal period was not provided, all in violation of California labor laws, regulations, and the
28 Industrial Welfare Commission Wage Orders ("IWC");

- d) failing to pay wages, including overtime and minimum wages;
- e) failing to provide accurate itemized wage statements;
- f) failing to timely pay Plaintiff and Aggrieved Employees;
- g) violating Labor Code § 1024.5;
- h) making unlawful deductions from earned wages, without authorization; and
- i) not reimbursed business expenses.

On information and belief, Defendants willfully failed to pay all earned wages in the form regular wages, minimum wages, overtime wages, reporting time wages, gratuity wages and meal and rest period premium wages to its Non-Exempt Employees and Aggrieved Employees; nor have Defendants returned to Plaintiff or Aggrieved Employees, upon or after separation from employment with Defendants, all wages earned and owing. Plaintiff seeks penalties under Labor Code 2698, *et seq.* on behalf of the general public as private attorney general and all other aggrieved employees.

B. Defendants

12. Defendant SOUTHLAND TRANSIT, INC. operates as a transit stop for Access vehicles and El Monte and West Covina busses. Plaintiff estimates there are in excess of 100 Non-Exempt Employees who work or have worked for Defendants over the last year.

13. Other than identified herein, Plaintiff is unaware of the true names, capacities, relationships and extent of participation in the conduct alleged herein, of the defendants sued as DOES 1 through 50, but is informed and believes and thereon alleges that said defendants are legally responsible for the wrongful conduct alleged herein and therefore sues these defendants by such fictitious names. Plaintiff will amend this complaint when their true names and capacities are ascertained.

14. Plaintiff is informed and believes and thereon alleges that each Defendant, directly or indirectly, or through agents or other persons, employed Plaintiff and other Aggrieved Employees, and exercised control over their wages, hours, and working conditions. Plaintiff is informed and believes and thereon alleges that each defendant acted in all respects pertinent to this action as the agent of the other defendants, carried out a joint scheme, business plan or policy in

1 all respects pertinent hereto, and the acts of each defendant are legally attributable to the other
2 defendants.

3 **IV. GENERAL ALLEGATIONS**

4 15. At all times set forth herein, Defendants employed Plaintiff and other persons in the
5 capacity of non-exempt positions, however titled, throughout the state of California.

6 16. Plaintiff is informed and believes Aggrieved Employees have at all times pertinent
7 hereto been Non-Exempt within the meaning of the California Labor Code and the implementing
8 rules and regulations of the IWC California Wage Orders.

9 17. Defendants continue to employ Non-Exempt Employees, however titled, in
10 California and implement a uniform set of policies and practices to all non-exempt employees, as
11 they were all engaged in the job duties related to Defendant's transit stop business.

12 18. Plaintiff is informed and believes, and thereon alleges, that Defendants are and
13 were advised by skilled lawyers and other professionals, employees, and advisors with knowledge
14 of the requirements of California's wage and employment laws.

15 19. Plaintiff is informed and believes that during the relevant time frame, all Aggrieved
16 Employees are citizens of the state of California.

17 20. During the relevant time frame, Defendants compensated Plaintiff and Aggrieved
18 Employees based upon an hourly rate.

19 21. Plaintiff and the Aggrieved Employees were regularly required to work shifts in
20 excess of five hours without being provided a lawful meal period and over ten hours in a day
21 without being provided a second lawful meal period as required by law.

22 22. Plaintiff and Aggrieved Employees missed meal breaks often. Meal breaks were
23 often interrupted and lasted for less than the 30 minutes required by law. Defendants failed to pay
24 premium wages for missed, short or late meal breaks.

25 23. Indeed, during the relevant time, as a consequence of Defendants' staffing and
26 scheduling practices, work demands, and Defendants' policies and practices, Defendants
27 frequently failed to provide Plaintiff and the Aggrieved Employees timely, legally compliant
28 uninterrupted 30-minute meal periods on shifts over five hours as required by law.

1 24. Similarly, as a consequence of Defendants' staffing and scheduling practices, work
2 demands, and Defendants' policies and practices, Defendants frequently failed to provide Plaintiff
3 and the Aggrieved Employees legally compliant second meal periods on shifts over ten hours as
4 required by law.

5 25. On information and belief, Plaintiff and Aggrieved Employees did not waive their
6 rights to meal periods under the law.

7 26. Plaintiff and the Aggrieved Employees were not provided with valid lawful on-duty
8 meal periods.

9 27. Despite the above-mentioned meal period violations, Defendants failed to
10 compensate Plaintiff, and on information and belief, failed to compensate Aggrieved Employees,
11 one additional hour of pay at their regular rate as required by California law when meal periods
12 were not timely or lawfully provided in a compliant manner.

13 28. Plaintiff is informed and believes, and thereon alleges, that Defendants know,
14 should know, knew, and/or should have known that Plaintiff and the other Aggrieved Employees
15 were entitled to receive premium wages based on their regular rate of pay under Labor Code
16 §226.7 but were not receiving such compensation.

17 29. In addition, during the relevant time frame, Plaintiff and the Non-Exempt
18 Employees were systematically not authorized and permitted to take one net ten-minute paid, rest
19 period for every four hours worked or major fraction thereof, including third rest breaks which is a
20 violation of the Labor Code and IWC wage order. Plaintiff was not given a third rest break on the
21 aforementioned ten (10) hour and above work days. Plaintiff often worked 10–12-hour shifts.

22 30. Defendants maintained and enforced scheduling practices, policies, and imposed
23 work demands that frequently required Plaintiff and Aggrieved Employees to forego their lawful,
24 paid rest periods of a net ten minutes for every four hours worked or major fraction thereof. Such
25 requisite rest periods were not timely authorized and permitted as a result of Defendants' failure to
26 provide relief for Plaintiff and Aggrieved Employees to take their lawfully required breaks.

27 31. Despite the above-mentioned rest period violations, Defendants did not compensate
28 Plaintiff, and on information and belief, did not pay Aggrieved Employees one additional hour of

1 pay at their regular rate as required by California law, including Labor Code section 226.7 and the
2 applicable IWC wage order, for each day on which lawful rest periods were not authorized and
3 permitted.

4 32. Plaintiff is informed and believes that Plaintiff and Aggrieved Employees were not
5 compensated for all time worked as Plaintiff and Aggrieved Employees as a result of off-the-clock
6 to conduct pre-shift work activities. For instance, Plaintiff would arrive early to his shift and begin
7 working by cleaning and performing his regular job duties prior to clocking in.

8 33. Additionally, Plaintiff and Aggrieved Employees worked off-the-clock for post-
9 shift activities such as making additional repairs or unloading a truck for approximately 1 hour.
10 Defendants required such off the clock work, as they would contact Plaintiff on his personal cell
11 phone and ask that he come back while off the clock. Plaintiff and Aggrieved Employees were not
12 compensated for this time spent working off the clock.

13 34. On information and belief, during the relevant time frame, Defendants failed to
14 adequately reimburse Plaintiffs and Class Members for business expenditures incurred for the use
15 of personal cellphones as Plaintiff and Class Members used their personal cellphones to stay in
16 contact with Defendants regarding work matters on a daily basis, throughout the entirety of their
17 shifts. Such business expenditures incurred were incurred in direct consequence of Plaintiff's and
18 Class Members' duties pursuant to Labor Code § 2802.

19 35. On information and belief, during the relevant time frame, Defendants failed to
20 adequately reimburse Plaintiffs and Class Members for business expenditures for the required
21 purchase of tools and equipment as a direct result of the discharge of his work duties. Plaintiff was
22 required to bring his own tools, including hand tools such as a hammer, screw gun, drill,
23 wrenches, and anything he could not get from the mechanics in order to perform his job duties.
24 Plaintiff worked in maintenance for the shop and yard and he was responsible for maintenance
25 duties that required repairs and the use of the above-mentioned tools. Despite this reality,
26 Defendant failed to reimburse Plaintiff for the purchase of these required tools.

27 36. Defendants also failed to provide accurate, lawful itemized wage statements to
28 Plaintiff and the Aggrieved Employees in part because of the above specified violations. In

1 addition, upon information and belief, Defendants omitted an accurate itemization of total hours
2 worked, including premiums due and owing for overtime pay, gross pay, and net pay figures from
3 Plaintiff and the Aggrieved Employees' wage statements.

4 37. Defendant also failed to reimburse Plaintiff and Aggrieved Employees for uniform
5 maintenance. Plaintiff and other employees were required to wear uniforms, including a shirt and a
6 hat with the company logo. Plaintiff was required to purchase, launder, and maintain the company
7 uniform and Defendant did not reimburse him for these expenses.

8 38. Plaintiff is informed and believes, and thereon alleges, that at all times herein
9 mentioned, Defendants knew that at the time of termination of employment (or within 72 hours
10 thereof for resignations without prior notice as the case may be) they had a duty to accurately
11 compensate Plaintiff and Aggrieved Employees for all wages owed including minimum wages,
12 meal and rest period premiums, and that Defendants had the financial ability to pay such
13 compensation, but willfully, knowingly, recklessly, and/or intentionally failed to do so in part
14 because of the above-specified violations.

15 39. Defendant failed to timely pay Plaintiff all wages owed as Plaintiff was terminated
16 on March 26, 2024, but did not receive his final pay until March 29, 2024. Plaintiff did not receive
17 any waiting time penalties for the late final pay.

18 40. During the relevant time frame, Defendants made unlawful deductions from earned
19 wages, without authorization, all in violation of Labor Code §221, §224, and §300. For instance,
20 available paystubs show an unlawful deduction made for \$40.00 for a replacement check due to a
21 torn check Plaintiff received from Defendant. Plaintiff did not authorize these deductions from his
22 wages and was not given a choice in the matter despite being given a torn check.

23 41. During the relevant time frame, Defendants shaved Plaintiff's and on information
24 and belief Aggrieved Employees' time. For instance, approximately once per week, the fingerprint
25 scan timeclock box would not register Plaintiff's punch-in. Plaintiff reported this to his supervisor
26 who would then adjust Plaintiff's time to rounded shift times. Over time, this resulted in an
27 underpayment of minimum and overtime wages. On information and belief, Defendants failed to
28 properly compensate Plaintiff and Aggrieved Employees by impermissibly rounding down and/or

1 failing to round up Plaintiff's pay.

2 42. At all times relevant, Defendants implemented a rounding system, which over time
3 favored the Defendant and was not neutral in practice resulting in minimum wage violations.

4 43. Defendants violated Labor Code section 1024.5 by requiring Consumer Credit
5 Reports to be conducted against Plaintiff and Aggrieved Employees, despite Plaintiff and
6 Aggrieved Employees not regularly dealing with cash totaling at least \$10,000 daily at work,
7 Plaintiff and Aggrieved Employees not having regular access to the Company Bank or Credit Card
8 information or Date of Births of the employees. Plaintiff and Aggrieved Employees do not fall in
9 the positions required to run a Consumer Credit Report, and thus, Defendant was in violation of
10 Labor Code section 1024.5.

11 44. Upon information and belief, Defendants knew and or should have known that it is
12 improper to implement policies and commit unlawful acts such as:

13 (a) requiring employees to work four (4) hours or a major fraction thereof without
14 being provided a minimum ten (10) minute rest period and without compensating the employees
15 with one (1) hour of pay at the employees' regular rate of compensation for each workday that a
16 rest period was not provided;

17 (b) requiring employees to work in excess of five (5) hours or ten (10) hours per day
18 without being provided an uninterrupted thirty-minute meal period and/or a second meal period,
19 and without compensating employees with one (1) hour of pay at the regular rate of compensation
20 for each workday that such a meal period was not provided;

21 (c) failing to pay overtime and minimum wages;

22 (d) failing to provide accurate itemized wage statements;

23 (e) failing to timely pay Plaintiff and Aggrieved Employees;

24 (f) conducting Consumer Credit Reports against Plaintiff and Aggrieved Employees in
25 violation of Labor Code section 1024.5;

26 (g) making unlawful deductions from earned wages, without authorization; and

27 (h) failing to reimburse business expenses;

28 45. In addition to the violations above, and on information and belief, Defendants knew

1 they had a duty to compensate Plaintiff and Aggrieved Employees for the allegations asserted
2 herein, and that Defendants had the financial ability to pay such compensation, but willfully,
3 knowingly, recklessly, and/or intentionally failed to do so.

4 Plaintiff and Aggrieved Employees they seek to represent are covered by, and Defendants
5 are required to comply with, applicable California Labor Codes, Industrial Welfare Commission
6 Occupational Wage Orders (hereinafter “IWC Wage Orders”) and corresponding applicable
7 provisions of California Code of Regulations, Title 8, section 11000 *et seq.*

8 **REPRESENTATIVE CLAIMS**

9 **THE PRIVATE ATTORNEYS GENERAL ACT- LABOR CODE §§ 2698 *et seq.***

10 46. Plaintiff incorporates by reference and re-alleges each and every allegation
11 contained above, as though fully set forth herein.

12 47. On January 29, 2025 Plaintiff complied with notice requirements pursuant to Labor
13 Code section 2699.3. A copy of the letter sent to the LWDA is attached hereto as **Exhibit A**,
14 indicating that the LWDA and Defendants were put on notice of the claims alleged here and that
15 the notice requirement has been satisfied. Sixty-five days have passed and the LWDA has not
16 indicated intent to investigate the claims. Therefore, Plaintiff may proceed with this action in a
17 representative capacity. The substance and violations set forth in this Complaint of which the
18 LWDA was provided timely notice, Plaintiff has also sent a copy of this PAGA Representative
19 Action Complaint to the LWDA.

20 48. Plaintiff is an aggrieved employee as defined in Labor Code Section 2699(a).
21 Plaintiff brings this cause of action on behalf of all current and former California Non-Exempt
22 Employees of Defendants.

23 49. Pursuant to Labor Code section 2699(a) Plaintiff seek to recover civil penalties for
24 which Defendants are liable due to numerous Labor Code violations as set forth in this Complaint,
25 including without limitation Labor Code section 201-203, 221, 300, 510, 512, 558, 226, 226.3,
26 226.7, 1024.5, 1174, 1174.5, 1175, 1194, 1197, 1197.1, 1198, 2802, and 2698 *et seq.*, applicable
27 IWC Wage Orders and California Code of Regulations, Title 8, section 11000 *et seq.*

28 50. At all times relevant, Plaintiff and all other aggrieved employees regularly

1 performed non-exempt work in excess of 50% of the time, and thus, were subject to the meal and
2 rest break requirements of the applicable IWC wage order and the Labor Code.

3 51. Defendants violated Labor Code section 200, 558, 1194, 1197, by failing to
4 accurately pay at least minimum wages due as a result of Defendants' requiring Plaintiff and
5 aggrieved Employees to work off-the-clock as outlined above.

6 52. Defendants violated Labor Code section 510, and 1194 by failing to accurately pay
7 overtime wages owed as discussed above due to Defendants' failure to accurately pay overtime
8 wages due to Defendants' requiring Plaintiff and aggrieved Employees to work off-the-clock as
9 outlined above. Therefore, Defendants violated section 510, and 1194 by not compensating its
10 Non-Exempt Employees for work performed in excess of eight hours (8) in a day or forty hours in
11 a work week (40). Section 510 of the Labor Code codifies the right to overtime compensation at
12 the rate of one and one-half times the regular rate of pay for all hours worked in excess of eight (8)
13 hours in a day or forty (40) hours in a work week and to overtime compensation twice the regular
14 rate of pay for hours worked in excess of twelve (12) hours in a day or in excess of eight (8) hours
15 in a day on the seventh day of work in a particular work week.

16 53. Defendants failed to provide Plaintiff and all other aggrieved employees
17 uninterrupted duty free meal periods of not less than thirty (30) minutes. Defendants implemented
18 and enforced policies of on duty meal period practices which required employees to work during
19 their meal periods, to forego their meal periods, and/or to return to work from meal periods prior
20 to thirty (30) uninterrupted minutes. As a proximate result of the aforementioned violations,
21 Plaintiff and all other aggrieved employees have been damaged in an amount according to proof at
22 time of trial.

23 54. Plaintiff, and on information and belief, all aggrieved employees, were
24 systematically not permitted or authorized to take ten minute rest periods for every four hours
25 worked or major fraction thereof, which is a violation of the Labor Code and IWC wage order.
26 Plaintiff and on information and belief, aggrieved employees, were not compensated with one
27 hour of wages for every day in which a rest period was missed or untimely as a result of
28 Defendants' policies, practices, or work demands. By failing to authorize and permit a ten-minute

1 rest period for every four hours or major fraction thereof worked per day by its Non-Exempt
2 Employees, and by failing to provide compensation for such non-provided or shortened rest
3 periods, as alleged above, Defendants willfully violated the provisions of Labor Code sections
4 226.7, 512 and the applicable IWC Wage Order.

5 55. Defendants also willfully violated Labor Code sections 201-203 by failing to
6 provide all owed wages at separation from employment. Labor Code sections 201 and 202 require
7 Defendants to pay their employees all wages due either at time of firing, or within seventy-two
8 (72) hours of voluntary separation, if not sooner. Section 203 of the Labor Code provides that if an
9 employer willfully fails to timely pay such wages the employer must, as a penalty, continue to pay
10 the subject employee's wages until the back wages are paid in full or an action is commenced.
11 The penalty cannot exceed 30 days of wages.

12 56. Plaintiff and all other aggrieved employees who were separated from employment
13 are entitled to compensation for all forms of wages earned, including but not limited to
14 compensation regular and overtime wages, and for non-provided meal and rest periods, but to date
15 have not received such compensation, therefore entitling them to penalties under PAGA for
16 violations of Labor Code sections 201-203.

17 57. On information and belief, Defendants willfully failed to pay all wages due and
18 owing upon separation from employment. These wages include but are not limited to regular and
19 overtime wages, and meal and rest period premiums.

20 58. Defendants also made unlawful deductions from earned wages, without
21 authorization, all in violation of Labor Code §221, §224, and §300. Labor Code §221 provides that
22 "[i]t shall be unlawful for any employer to collect or receive from an employee any part of wages
23 theretofore paid by said employer to said employee."

24 59. Labor Code §221 prohibits an employer from taking back earned wages.
25 Defendants collected portions of earned wages from Plaintiff and the Aggrieved Employees.

26 60. In addition, upon information and belief, Plaintiff alleges that Defendants failed to
27 pay sick leave pay to Plaintiff and the Aggrieved Employees at the proper rate, as Defendants
28 failed to factor all forms of compensation into the regular rate.

1 61. On information and belief, Defendants failed to provide accurate itemized wage
2 statements which failed to include the rate of pay and total hours worked per pay period, failed to
3 account for all hours worked, including overtime, and lastly the accurate accounting of, the lawful
4 meal and rest period premiums due and owing to Plaintiff and the aggrieved employees, pursuant
5 to Labor Code section 226(a).

6 62. Defendants have failed to provide Plaintiff and aggrieved Employees rates of pay
7 and the hours for which they worked for any given pay period.

8 63. Defendants have failed to accurately record all time worked.

9 64. Defendants have also failed to accurately record the meal and rest period premiums
10 owed and all wages owed per pay period.

11 65. Pursuant to Labor Code section 226.3, any employer who violates subdivision (a)
12 of Section 226 shall be subject to a civil penalty in the amount of two hundred fifty dollars (\$250)
13 per employee per violation in an initial citation and one thousand dollars (\$1,000) per employee
14 for each violation in a subsequent citation, for which the employer fails to provide the employee a
15 wage deduction statement or fails to keep the records required in subdivision (a) of Section 226.

16 66. Labor Code section 1024.5 states (a) An employer or prospective employer shall
17 not use a consumer credit report for employment purposes unless the position of the person for
18 whom the report is sought is any of the following:

19 (1) A managerial position.

20 (2) A position in the state Department of Justice.

21 (3) That of a sworn peace officer or other law enforcement position.

22 (4) A position for which the information contained in the report is required by law
23 to be disclosed or obtained.

24 (5) A position that involves regular access, for any purpose other than the routine
25 solicitation and processing of credit card applications in a retail establishment, to all of the
26 following types of information of any one person:

26 (A) Bank or credit card account information.

27 (B) Social security number.

28 (C) Date of birth.

1 (6) A position in which the person is, or would be, any of the following:

2 (A) A named signatory on the bank or credit card account of the employer.

3 (B) Authorized to transfer money on behalf of the employer.

4 (C) Authorized to enter into financial contracts on behalf of the employer.

5 (7) A position that involves access to confidential or proprietary information,
6 including a formula, pattern, compilation, program, device, method, technique, process or trade
7 secret that (i) derives independent economic value, actual or potential, from not being generally
8 known to, and not being readily ascertainable by proper means by, other persons who may obtain
9 economic value from the disclosure or use of the information, and (ii) is the subject of an effort
10 that is reasonable under the circumstances to maintain secrecy of the information.

11 (8) A position that involves regular access to cash totaling ten thousand dollars
12 (\$10,000) or more of the employer, a customer, or client, during the workday.

13 67. Labor Code section 1197 makes it unlawful to pay an employee less than the
14 minimum wage as established by the Industrial Welfare Commission.

15 68. Labor Code section 1198 provides that the maximum hours of work and the
16 standard conditions of labor fixed by the commission shall be the maximum hours of work and the
17 standard conditions of labor by the commission shall be the maximum hours of work and the
18 standard conditions of labor for employees. The employment of any employee for longer hours
19 than those fixed by the order or under conditions of labor prohibited by the order is unlawful.

20 69. The applicable reporting time wages are fixed by the IWC in Wage Order 1.

21 70. In relevant part, Section 5 of the applicable wage order provides:

22 (A) Each workday an employee is required to report for work and does report,
23 but is not put to work or is furnished less than half said employee's usual or scheduled
24 day's work, the employee shall be paid for half the usual or scheduled day's work, but in
25 no event for less than two (2) hours nor more than four (4) hours, at the employee's regular
26 rate of pay, which shall not be less than the minimum wage.

27 71. On information and belief, Defendants failed to reimburse Plaintiff and aggrieved
28 Employees for business expenses incurred as described above. Labor Code § 2802 requires
Defendants to indemnify Plaintiff and aggrieved Employees for necessary expenditures incurred in
direct consequences of the discharge of his or her duties. Despite these realities of the job,
Defendants failed to provide reimbursements.

1 72. Labor Code §2804 states in pertinent part: “Any contract or agreement, express or
2 implied, made by any employee to waive the benefits of this article or any part thereof is null and
3 void, and this article shall not deprive any employee or his or her personal representative of any
4 right or remedy to which he is entitled under the laws of this State.

5 73. Additionally, Defendants have no accurate records relating to aggrieved
6 employees’ work periods, meal periods, total daily hours worked, total hours worked per payroll
7 period and applicable pay rates, in violation of Wage Order. Similarly, Defendants failed to
8 maintain accurate records relating to hours worked daily in violation of Labor Code sections
9 1174(d), 1174.5.

10 74. Labor Code §2804 states in pertinent part: “Any contract or agreement, express or
11 implied, made by any employee to waive the benefits of this article or any part thereof is null and
12 void, and this article shall not deprive any employee or his or her personal representative of any
13 right or remedy to which he is entitled under the laws of this State.”

14 75. Labor Code §1198.5(a) provides that “[e]very current and former employee, or his
15 or her representative, has the right to inspect and receive a copy of the personnel records that the
16 employer maintains relating to the employee’s performance or to any grievance concerning the
17 employee.”

18 76. 1198.5(b)(1) the employer shall make the contents of those personnel records
19 available for inspection to the current or former employee, or his or her representative, at
20 reasonable intervals and at reasonable times, but not later than 30 calendar days from the date the
21 employer receives a written request, unless the current or former employee, or his or her
22 representative, and the employer agree in writing to a date beyond 30 calendar days to inspect the
23 records, and the agreed-upon date does not exceed 35 calendar days from the employer’s receipt of
24 the written request. Upon a written request from a current or former employee, or his or her
25 representative, the employer shall also provide a copy of the personnel records, at a charge not to
26 exceed the actual cost of reproduction, not later than 30 calendar days from the date the employer
27 receives the request, unless the current or former employee, or his or her representative, and the
28 employer agree in writing to a date beyond 30 calendar days to produce a copy of the records, as

1 long as the agreed-upon date does not exceed 35 calendar days from the employer's receipt of the
2 written request. Except as provided in paragraph (2) of subdivision (c), the employer is not
3 required to make those personnel records or a copy thereof available at a time when the employee
4 is actually required to render service to the employer, if the requester is the employee.

5 77. 1198.5(k) if an employer fails to permit a current or former employee, or his or her
6 representative, to inspect or copy personnel records within the times specified in this section, or
7 times agreed to by mutual agreement as provided in this section, the current or former employee or
8 the Labor Commissioner may recover a penalty of seven hundred fifty dollars (\$750) from the
9 employer. Here, Defendant failed to furnish such records upon Plaintiff's request.

10 78. Additionally, Defendant have no accurate records relating to aggrieved employees'
11 work periods, total daily hours worked, total hours worked per payroll period and applicable pay
12 rates, in violation of applicable Wage Orders. Similarly, Defendant failed to maintain accurate
13 records relating to hours worked daily in violation of Labor Code sections 1174(d), 1174.5.

14 79. As a result of Defendants' unlawful conduct, Plaintiff and aggrieved employees are
15 entitled to penalties to the extent they were not paid at the prevailing wage rate for all hours
16 worked.

17 80. Plaintiff and the Representative aggrieved Employees are entitled to recover
18 Penalties and attorneys' fees and costs under Labor Code section 2698, et seq.

19 **PRAYER FOR RELIEF**

20 WHEREFORE, Plaintiff prays for judgment against Defendants, as follows:

- 21 1. For penalties according to proof, pursuant to Labor Code §§ 2698 et seq.;
 - 22 2. For reasonable attorneys' fees and costs; and
 - 23 3. For such other and further relief as the Court deems proper.
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Dated: April 7, 2025

JAMES HAWKINS APLC

By: 

JAMES R. HAWKINS, ESQ.
GREGORY MAURO, ESQ.
MICHAEL CALVO, ESQ.
LAUREN FALK, ESQ.
AVA ISSARY, ESQ.

Attorneys for Plaintiff JAMES MICHAEL
MURPHY, on behalf of the general public as
private attorney general

EXHIBIT A

JAMES *JH* HAWKINS

A PROFESSIONAL LAW CORPORATION

9880 RESEARCH DRIVE, SUITE 200, IRVINE, CALIFORNIA 92618

TELEPHONE (949) 387-7200; FACSIMILE (949) 387-6676

January 29, 2025

Via LWDA Website

Labor and Workforce Development Agency

Attn: PAGA Administrator

1515 Clay Street, Suite 801

Oakland, CA 94612

<http://www.dir.ca.gov/Private-Attorneys-General-Act>

Via Certified Mail

SOUTHLAND TRANSIT, INC.

Agent for Service of Process:

Timmy Mardirossian

3650 Rockwell Avenue

El Monte, CA 91731

Receipt No.: 9589 0710 5270 0078 0176 48

Re: NOTICE PURSUANT TO LABOR CODE SECTIONS 2698, *et seq.*

To Whom It May Concern:

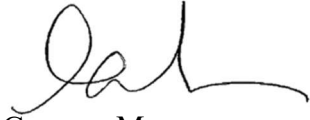
PLEASE TAKE NOTICE that plaintiff JAMES MICHAEL MURPHY, individually and on behalf of all similarly situated representative aggrieved employees, gives NOTICE to commence and/or amend a civil action pursuant to California Labor Code Sections 2698, *et seq.* Plaintiff hereby gives written notice by certified mail to the Labor and Workforce Development Agency, SOUTHLAND TRANSIT, INC. through its Agent for Service of Process.

Plaintiff hereby attaches a copy of the Proposed PAGA Representative Action Complaint to be filed in the Los Angeles County Superior Court, as though fully set forth herewith setting out the specific provisions of the Labor Code Plaintiff alleges have been violated, including the facts and theories. All labor provisions in the Proposed PAGA Representative Action Complaint alleged to have been violated pertain to all entities and individuals named in the Complaints, even if not expressly specified.

Please advise within sixty (60) days of the post mark on this letter if the LWDA intends to investigate these claims.

Thank you, and if you have any questions, please do not hesitate to contact me.

Very Truly Yours,

A handwritten signature in black ink, appearing to read 'Gregory Mauro', with a stylized, flowing script.

Gregory Mauro

Enclosure: Proposed PAGA Representative Action Complaint