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10 Attorneys for Victor Hugo Fuentes Miramontes., individually and on behalf of all similarly situated
11 individuals.

12 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
13 **FOR THE COUNTY OF KERN**

14 VICTOR HUGO FUENTES MIRAMONTES,
15 individually and on behalf of all similarly
situated individuals,

16 Plaintiff,

17 v.

18 ROADIES, INC., a California Corporation,
19 and DOES 1 through 50, inclusive,

20 Defendants.

CASE NO: BCV-25-100620

CLASS ACTION COMPLAINT FOR:

**1. FAILURE TO PAY ALL OVERTIME
WAGES DUE (LABOR CODE §§ 510 AND
1194)**

**2. FAILURE TO PROVIDE REST
PERIODS OR COMPENSATION IN LIEU
THEREOF (LABOR CODE § 226.7; IWC
WAGE ORDER 7-2001)**

**3. FAILURE TO PROVIDE MEAL
PERIODS OR COMPENSATION IN LIEU
THEREOF (LABOR CODE §§ 226.7 AND
512; IWC WAGE ORDER 7-2001)**

**4. KNOWING AND INTENTIONAL
FAILURE TO COMPLY WITH ITEMIZED
EMPLOYEE WAGE STATEMENT
PROVISIONS (LABOR CODE § 226(a), (e))**

**5. FAILURE TO TIMELY PAY WAGES
DUE AT SEPARATION OF
EMPLOYMENT (LABOR CODE §§ 201-
203)**

**6. VIOLATION OF BUSINESS AND
PROFESSIONS CODE § 17200**

DEMAND FOR JURY TRIAL

Victor Hugo Fuentes Miramontes (“Plaintiff”), on behalf of himself and on behalf of all similarly situated individuals (the “Class” or “Plaintiff Class”), on behalf of the general public, complains of ROADIES, INC., and/or any subsidiaries or affiliated companies, and DOES 1 through 50, inclusive, (hereinafter collectively referred to as “Defendants”), as follows:

I.

INTRODUCTION AND FACTUAL BACKGROUND

1. This is a Class Action, pursuant to Code of Civil Procedure § 382, on behalf of Plaintiff and all other non-exempt employees who work or formerly worked for Defendants within the State of California.

2. For at least four (4) years prior to the filing of this action and continuing to the present (the “liability period”), Defendants have had a consistent policy of failing to pay all overtime wages due to Class Members (defined below); provide legally compliant rest and meal periods or compensation in lieu thereof to Class Members; provide accurately itemized wage statements to Class Members; and timely pay all wages due upon separation of employment.

3. Plaintiff, on behalf of himself and members of the Class, brings this action pursuant to Labor Code §§ 201-203, 226(a), 226.7, 510, 512, 558, and 1194 seeking compensation for all unpaid wages, statutory penalties, injunctive and other equitable relief, and reasonable attorneys’ fees and costs.

4. Plaintiff, on behalf of himself and Class Members, and pursuant to Business & Professions Code §§ 17200-17208, also seeks injunctive relief, restitution, and disgorgement of all benefits Defendants enjoyed from their failure to pay all wages due.

5. Venue is proper in this judicial district, pursuant to Code of Civil Procedure § 395 because Defendants employed Plaintiff and Class Members throughout the State of California, including Kern County.

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1 **II.**

2 **PARTIES**

3 **A. Plaintiff**

4 6. Victor Hugo Fuentes Miramontes, was employed by Defendants in a non-exempt
5 position from August 2024 through November 2024 in Kern County, California.

6 7. During his work with Defendants, Plaintiff was:

- 7 a. Willfully denied the payment of all overtime wages due;
8 b. Willfully denied rest and meal periods or compensation in lieu thereof;
9 c. Willfully denied accurately itemized wage statements; and
10 d. Willfully denied the timely payment of all wages due upon separation of
11 employment.

12 **B. Defendants**

13 8. Defendant ROADIES, INC., and employed Plaintiff and Class Members throughout
14 the State of California.

15 9. The true names and capacities, whether individual, corporate, associate, or otherwise,
16 of Defendants sued herein as DOES 1 to 10, inclusive, are currently unknown to Plaintiff, who
17 therefore sues Defendants by such fictitious names under Code of Civil Procedure § 474. Plaintiff is
18 informed and believes, and based thereon alleges, that each of the Defendants designated herein as a
19 DOE is legally responsible in some manner for the unlawful acts referred to herein. Plaintiff will
20 seek leave of court to amend this Complaint to reflect the true names and capacities of the Defendants
21 designated hereinafter as DOES when such identities become known.

22 10. Plaintiff is informed and believes, and based thereon alleges, that each Defendant acted
23 in all respects pertinent to this action as the agent of the other Defendants, carried out a joint scheme,
24 business plan or policy in all respects pertinent hereto, and the acts of each Defendant are legally
25 attributable to the other Defendants.

26 11. The Defendants named herein as DOE 1 through DOE 10 are and were persons acting
27 on behalf of, or acting jointly with, Defendants, who violated, or caused to be violated, one or more
28 provisions of the California Labor Code as alleged herein.

1 IV.

2 **CLASS ACTION ALLEGATIONS**

3 12. Plaintiff brings this action on behalf of himself, and all others similarly situated as a
4 Class Action pursuant to § 382 of the Code of Civil Procedure. Plaintiff seeks to represent the
5 following Class composed of and defined as follows:

6 **THE CLASS**

7 All non-exempt employees employed by Defendants in California at
8 any time since the date four years preceding the filing of this Action
9 and continuing through the present.

10 13. Plaintiff reserves the right under Rule 3.765, California Rules of Court, to amend or
11 modify this class description with greater specificity or further division into subclasses or limitation
12 to particular issues.

13 14. This action has been brought and may properly be maintained as a class action under
14 the provisions of § 382 of the Code of Civil Procedure because there is a well-defined community of
15 interest in the litigation and the proposed Class is easily ascertainable.

16 **A. Numerosity**

17 15. The potential members of the Class as defined are so numerous that joinder of all Class
18 Members is impracticable. While the precise number of members of the Class has not been
19 ascertained at this time, Plaintiff is informed and believes, and based thereon alleges, that Defendants
20 currently employ, and during the relevant time periods employed, over 100 persons in the State of
21 California who fall within the Class definition.

22 16. Accounting for employee turnover during the relevant period necessarily increases this
23 number. Plaintiff alleges Defendants' employment records would provide information as to the
24 number and location of members of the Class. Joinder of members of the Class is not practicable.

25 **B. Commonality**

26 17. There are questions of law and fact common to the Class that predominate over any
27 questions affecting only individual Class Members. These common questions of law and fact include,
28 without limitation:

- 1 a. Whether Defendants failed to pay all wages due to Plaintiff and Class
2 Members, in violation of Labor Code §§ 510 and 1194 and IWC Wage Order
3 9-2001;
- 4 b. Whether Defendants failed to properly provide rest periods or compensation in
5 lieu thereof to Plaintiff and Class Members, in violation of Labor Code § 226.7
6 and IWC Wage Order 9-2001;
- 7 c. Whether Defendants failed to properly provide meal periods or compensation
8 in lieu thereof to Plaintiff and Class Members, in violation of Labor Code §§
9 226.7 and 512 and IWC Wage Order 9-2001;
- 10 d. Whether Defendants failed to provide Plaintiff and Class Members with
11 accurately itemized wage statements, in accordance with Labor Code § 226(a)
12 and (e);
- 13 e. Whether Defendants failed to timely pay Plaintiff and Class Members all
14 wages due at the separation of their employment, in violation of Labor Code
15 §§ 201-203; and
- 16 f. Whether Plaintiff and Class Members are entitled to equitable relief pursuant
17 to Business & Professions Code § 17200 *et seq.*

18 **C. Typicality**

19 18. The claims of the named Plaintiff are typical of the claims of members of the Class.
20 Plaintiff and Class Members sustained injuries and damages arising out of and caused by Defendants'
21 common course of conduct in violation of laws, regulations that have the force and effect of law, and
22 statutes as alleged herein.

23 **D. Adequacy of Representation**

24 19. Plaintiff will fairly and adequately represent and protect the interests of members of
25 the Class. Counsel who represents Plaintiff are competent and experienced in litigating large
26 employment class actions.

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1 **E. Superiority of Class Action**

2 20. A class action is superior to other available means for the fair and efficient adjudication
3 of this controversy. Individual joinder of all proposed members of the Class is not practicable, and
4 questions of law and fact common to the proposed Class predominate over any questions affecting
5 only individual members of the proposed Class. Each member of the proposed Class has been
6 damaged and is entitled to recovery by reason of Defendants' illegal policies and/or practices.

7 21. Class action treatment will allow those similarly situated persons to litigate their
8 claims in the manner that is most efficient and economical for the parties and the judicial system.
9 Plaintiff are unaware of any difficulties that are likely to be encountered in the management of this
10 action that would preclude its maintenance as a class action.

11 **V.**

12 **CAUSES OF ACTION**

13 **FIRST CAUSE OF ACTION**

14 **PLAINTIFF AND THE CLASS AGAINST ALL DEFENDANTS**

15 **FAILURE TO PAY ALL OVERTIME WAGES DUE**

16 **(LABOR CODE §§ 510 AND 1194)**

17 22. Plaintiff incorporates paragraphs 1 through 21 of this Complaint as though fully set
18 forth herein.

19 23. Defendants failed to pay Plaintiff and Class Members all overtime wages earned
20 during the course of employment, in violation of Labor Code §§ 510 and 1194. Specifically,
21 Defendants paid Plaintiff and Class Members a base hourly rate of \$20 instead of the agreed-upon
22 \$25 per hour and compensated the remaining \$5 per hour outside of payroll. As a result, Defendants
23 failed to properly calculate and pay overtime wages at the correct premium rate, thereby depriving
24 Plaintiff and Class Members of wages lawfully owed to them. Specifically, Plaintiff and Class
25 Members would work in excess of eight (8) hours per workday and forty (40) hours per workweek,
26 but were never properly compensated at a rate of no less than one and one-half times the regular rate
27 of pay.
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24. As a result of the unlawful acts of Defendants in willfully failing to pay all wages due, Plaintiff and members of the Class have been deprived of wages in amounts to be determined at trial and are entitled to restitution and recovery of such amounts, plus interest thereon, attorneys' fees, and costs, pursuant to Labor Code § 1194.

Wherefore, Plaintiff and the Class he seeks to represent request relief as described below.

VI.

SECOND CAUSE OF ACTION

PLAINTIFF AND THE CLASS AGAINST ALL DEFENDANTS

FAILURE TO PROVIDE REST PERIODS OR COMPENSATION IN LIEU THEREOF

(LABOR CODE § 226.7 AND IWC WAGE ORDER 9-2001)

25. Plaintiff incorporates paragraphs 1 through 24 of this Complaint as though fully set forth herein.

26. Plaintiff and Class Members are entitled to one hour of pay for each day that Defendants failed to properly provide one or more rest periods as set forth in Labor Code § 226.7 and IWC Wage Order 9-2001.

27. Defendants failed to pay proper premium wages to Plaintiff and Class Members who were denied rest periods, in violation of Labor Code § 226.7 and IWC Wage Order No. 9-2001. Plaintiff and Class Members were routinely unable to take a 10-minute rest period for every four (4) hours of work or major fraction thereof, but were not paid premium wages of one hour's pay at the correct rate for each missed rest period. Plaintiff and Class Members were too busy to take a rest period during their employment and were not paid premium wages at the correct rates in lieu thereof. If Plaintiff and Class Members were able to take a rest period, they were oftentimes late, cut short, interrupted, on-duty, and/or they were improperly required to remain on Defendants' premises. This violates Labor Code § 226.7 and IWC Wage Order No. 9-2001.

28. Pursuant to Labor Code § 226.7 and IWC Wage Order 9-2001, Plaintiff seeks the payment of all rest period compensation that he and Class Members are owed, according to proof.

Wherefore, Plaintiff and the Class he seeks to represent request relief as described below.

VII.

THIRD CAUSE OF ACTION
PLAINTIFF AND THE CLASS AGAINST ALL DEFENDANTS
FAILURE TO PROVIDE MEAL PERIODS OR COMPENSATION IN LIEU THEREOF
(LABOR CODE §§ 226.7 AND 512 AND IWC WAGE ORDER 9-2001)

29. Plaintiff incorporates paragraphs 1 through 28 of this Complaint as though fully set forth herein.

30. Plaintiff and Class Members are entitled to one hour of pay for each day that Defendants failed to properly provide one or more meal periods as set forth in Labor Code §§ 226.7 and 512 and IWC Wage Order 9-2001.

31. Defendants failed to pay proper premium wages to Plaintiff and other Class Members who were denied proper meal periods, in violation of Labor Code §§ 226.7 and 512 and IWC Wage Order 9-2001. Plaintiff and Class Members were routinely denied, and not authorized to take, a timely, uninterrupted, 30-minute meal period for every shift worked that exceeded five hours, or a second timely, uninterrupted, 30-minute meal period for every shift worked that exceeded ten hours, but were not paid premium wages of one hour's pay at the correct rate for each missed first or second meal period. Plaintiff and Class Members were too busy to take a meal period during their employment and were not paid premium wages at the correct rates in lieu thereof. If Plaintiff and Class Members were able to take a meal period, they were oftentimes late, cut short, interrupted, on-duty, and/or they were improperly required to remain on Defendants' premises. This violates Labor Code §§ 226.7, 512, and 558 and IWC Wage Order 9-2001.

32. Pursuant to Labor Code §§ 226.7 and 512 and IWC Wage Order 9-2001, Plaintiff seeks the payment of all meal period compensation and unpaid wages that Class Members are owed for four years preceding the filing of this Action, according to proof.

Wherefore, Plaintiff and the Class he seeks to represent request relief as described below.

VIII.
FOURTH CAUSE OF ACTION
KNOWING AND INTENTIONAL FAILURE TO COMPLY WITH ITEMIZED
EMPLOYEE WAGE STATEMENT PROVISIONS

(LABOR CODE §§ 226(a), (e), 246(h))

33. Plaintiff incorporates paragraphs 1 through 32 of this Complaint as though fully set forth herein.

34. Section 226(a) of the California Labor Code requires Defendants to provide wage statements to employees. In those wage statements, Defendants must provide an accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the employee..., (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and only the last four digits of his or her social security number or an employee identification number other than a social security number, (8) the name and address of the legal entity that is the employer..., and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee. Defendants have knowingly and intentionally failed to comply with Labor Code § 226(a).

35. Section 246(h) of the California Labor Code requires Defendants to provide an employee with written notice of the amount of paid sick leave available, or paid time off leave an employer provides in lieu of sick leave, on either the employee's itemized wage statement described in Labor Code § 226, or in a separate writing provided on the designated pay date with the employee's payment of wages.

36. Defendants failed to issue Plaintiff and Class Members wage statements that fully and accurately itemized the requirements set forth in Labor Code § 226(a). As Plaintiff and Class Members were not paid all wages due, as stated above, the wage statements provided by Defendants failed to accurately state all gross wages earned, in violation of Labor Code § 226(a)(1), total hours worked, in violation of Labor Code § 226(a)(2), net wages earned, in violation of Labor Code § 226(a)(5), and all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate, in violation of Labor Code § 226(a)(9).

1 37. In addition, and independent of the above allegations, the wage statements issued to
2 Plaintiff and Class Members failed to include their accrued and available paid sick leave, in violation
3 of Labor Code § 246(h). Defendants' failure to properly disclose sick leave balances deprived Plaintiff
4 and Class Members of critical information regarding their rights and available benefits, preventing
5 them from ensuring compliance with California's paid sick leave laws. This omission also constitutes
6 a violation of Labor Code § 226(a), as Defendants knowingly failed to furnish wage statements that
7 accurately reflected all wages earned and benefits accrued. As a result, Plaintiff and Class Members
8 suffered harm, including confusion regarding their sick leave entitlements and the inability to properly
9 utilize their legally mandated paid sick leave.

10 38. As a consequence of Defendants' willful conduct in failing to provide Class Members
11 with accurate itemized wage statements, Plaintiff and members of the Class have been injured because
12 they have not been paid all wages due and were issued wage statements which do not reflect, and fail
13 to state, all information required by Labor Code §§ 226(a), 246(h). The missing information cannot
14 be discerned at all from the face of the wage statements himself. Plaintiff and Class Members are
15 entitled to penalties pursuant to Labor Code § 226(e) to recover the greater of all actual damages or
16 \$50 for the initial pay period in which a violation occurs and \$100 per employee for each violation in
17 a subsequent pay period, not exceeding an aggregate penalty of \$4,000 per employee, and are entitled
18 to an award of costs and reasonable attorneys' fees pursuant to Labor Code § 226(h).

19 Wherefore, Plaintiff and the Class he seeks to represent request relief as described below.

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26 **IX.**

27 **FIFTH CAUSE OF ACTION**

28 **PLAINTIFF AND THE CLASS AGAINST ALL DEFENDANTS**

1 **FAILURE TO TIMELY PAY ALL WAGES DUE UPON SEPARATION OF**
2 **EMPLOYMENT**
3 **(LABOR CODE §§ 201-203)**

4 39. Plaintiff incorporates paragraphs 1 through 38 of this Complaint as though fully set
5 forth herein.

6 40. California Labor Code § 201 and § 202 require Defendants to pay employees all wages
7 due within 72 hours after resignation of employment or the day of termination of employment. Labor
8 Code § 203 provides that if an employer willfully fails to timely pay such wages, the employer must,
9 as a penalty, continue to pay the subject employee's daily wages until the back wages are paid in full
10 or an action is commenced. The penalty cannot exceed 30 days of wages.

11 41. Defendants paid Plaintiff and Class Members their final wages beyond the time frames
12 set forth in Labor Code §§ 201 and 202, in violation of Labor Code § 203. Plaintiff and Class Members
13 were not paid all wages due and owing throughout the course of their employment, as detailed
14 above. Consequently, at the time of their separation from employment with Defendants, they were
15 not paid all final wages due and owing for the entirety of their employment. This violates Labor Code
16 §§ 201-203.

17 42. More than 30 days have passed since Plaintiff and Class Members have left
18 Defendants' employ.

19 43. As a consequence of Defendants' willful conduct in not paying wages owed timely
20 upon separation of employment, Plaintiff and Class Members are entitled to up to 30 days' wages as
21 a penalty under Labor Code § 203 for Defendants' failure to timely pay legal wages at separation of
22 employment.

23 Wherefore, Plaintiff and the Class he seeks to represent request relief as described below.

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25 **X.**
26 **SIXTH CAUSE OF ACTION**
27 **PLAINTIFF AND THE CLASS AGAINST ALL DEFENDANTS**
28

**UNFAIR COMPETITION PURSUANT TO
BUSINESS & PROFESSIONS CODE § 17200 ET SEQ.**

44. Plaintiff incorporates paragraphs 1 through 43 of this Complaint as though fully set forth herein.

45. This is a Class Action for Unfair Business Practices. Plaintiff, on his own behalf and on behalf of the general public, and on behalf of others similarly situated, brings this claim pursuant to Business & Professions Code § 17200 *et seq.* The conduct of all Defendants as alleged in this Complaint has been and continues to be unfair, unlawful, and harmful to Plaintiff, the general public, and Class Members. Plaintiff seeks to enforce important rights affecting the public interest within the meaning of Code of Civil Procedure § 1021.5.

46. Plaintiff is a “person” within the meaning of Business & Professions Code § 17204, and therefore has standing to bring this cause of action for injunctive relief, restitution, and other appropriate equitable relief.

47. Business & Professions Code § 17200 *et seq.* prohibits unlawful and unfair business practices.

48. Wage and hour laws express fundamental public policies. Properly providing employees with all wages due is a fundamental public policy of this State and of the United States. Labor Code § 90.5(a) articulates the public policies of this State to enforce vigorously minimum labor standards, to ensure that employees are not required or permitted to work under substandard and unlawful conditions, and to protect law-abiding employers and its employees from competitors who lower their costs by failing to comply with minimum labor standards.

49. Defendants have violated statutes and public policies. Through the conduct alleged in this Complaint, Defendants, and each of them, have acted contrary to these public policies, have violated specific provisions of the Labor Code, and have engaged in other unlawful and unfair business practices in violation of Business & Professions Code § 17200 *et seq.* depriving Plaintiff, and all persons similarly situated, and all interested persons of rights, benefits, and privileges guaranteed to all employees under law.

50. Defendants' conduct, as alleged herein, constitutes unfair competition in violation of §17200 *et seq.* of the Business & Professions Code.

51. Defendants, by engaging in the conduct herein alleged, either knew or in the exercise of reasonable care should have known that the conduct was unlawful. As such, it is a violation of § 17200 *et seq.* of the Business & Professions Code.

52. As a proximate result of the above-mentioned acts of Defendants, Plaintiff and others similarly situated have been damaged in a sum as may be proven.

53. Unless restrained by this Court, Defendants will continue to engage in the unlawful conduct, as alleged above. Pursuant to Business & Professions Code § 17200 *et seq.*, this Court should make such orders or judgments, including the appointment of a receiver, as may be necessary to prevent the use or employment, by Defendants, its agents, or employees, of any unlawful or deceptive practice prohibited by the Business & Professions Code, and/or, including but not limited to, disgorgement of profits which may be necessary to restore Plaintiff and Class Members to the money Defendants have unlawfully failed to pay.

RELIEF REQUESTED

WHEREFORE, Plaintiff prays for the following relief:

1. For compensatory damages pursuant to Labor Code § 1194, in the amount of all unpaid wages due to Plaintiff and Class Members;

2. For compensatory damages in the amount of one hour of wages for each day on which a meal and/or rest period was not properly provided to Plaintiff and Class Members pursuant to Labor Code §§ 226.7 and 512;

3. For penalties pursuant to Labor Code § 226(e) for Plaintiff and Class Members;

4. For penalties pursuant to Labor Code § 203 for Plaintiff and Class Members;

5. For restitution for unfair competition pursuant to Business & Professions Code § 17200 *et seq.* for Plaintiff and Class Members;

6. An award of prejudgment and post-judgment interest;

7. An award providing for payment of costs of suit pursuant to Labor Code §§ 226(h), 1194, and other applicable law;

1 8. An award of attorneys' fees pursuant to Labor Code §§ 226(h), 1194, and other
2 applicable law; and

3 9. Such other and further relief as this Court may deem just and proper.
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5 Dated: February 20, 2025

Respectfully submitted,

6 HALAVI LAW, INC.

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8 By:


NAVEED HALAVI

Attorney for Plaintiff
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DEMAND FOR JURY TRIAL

Plaintiff hereby demands a trial of his claims by jury to the extent authorized by law.

Dated: February 20, 2025

Respectfully submitted,

HALAVI LAW, INC.

By: 
NAVEED HALAVI
Attorney for Plaintiff