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on behalf of the general public as private attorney general.

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

12
13 ADRIAN SANTOS DURAN, on behalf of the
general public as private attorney general,

14
15 Plaintiff,

16 v.

17 CALIFORNIA TRANSIT, INC.; and DOES 1-
18 50, inclusive,

19 Defendants.
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Electronically FILED by
Superior Court of California,
County of Los Angeles
5/08/2025 9:00 AM
David W. Slayton,
Executive Officer/Clerk of Court,
By E. Galicia, Deputy Clerk

CASE NO.: **25ST CV 13439**

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

1 Plaintiff ADRIAN SANTOS DURAN (“Plaintiff”), on behalf the general public and all
2 non-exempt aggrieved employees, acting on behalf of the California Attorney General as private
3 attorney general, asserts claims against Defendants CALIFORNIA 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; and (g)
20 failing to reimburse expenses. As a result, Plaintiff seeks penalties under Labor Code 2698, *et seq.*
21 on behalf of the general public as private attorney general and all other aggrieved employees.

22 **II. JURISDICTION AND VENUE**

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

27 4. This Court has jurisdiction over Defendants because, upon information and belief,
28 each Defendant either has sufficient minimum contacts in California, or otherwise intentionally

1 avails itself of the California market so as to render the exercise of jurisdiction over it by the
2 California Courts consistent with traditional notions of fair play and substantial justice.

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

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

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

18 8. On information and belief, during the statutory liability period and continuing to
19 the present (“liability period”), Defendant consistently maintained and enforced against
20 Defendant’s Non-Exempt aggrieved Employees, among others, the following unlawful practices
21 and policies, in violation of California state wage and hour laws: (a) failure to pay wages including
22 overtime; (b) failure to provide meal periods for every work period exceeding more than five (5)
23 or ten (10) hours per day and failure to pay an additional hour’s of pay or accurately pay an
24 additional hour’s of pay in lieu of providing a meal period; (c) failure to provide rest breaks for
25 every four hours or major fraction thereof worked and failure to pay an additional hour’s of pay or
26 accurately pay an additional hour’s of pay in lieu of providing a rest period; (d) failing to pay
27 timely wages required by Labor Code § 203; (e) failing to provide accurate itemized wage
28 statements; (f) violation of Labor Code §§ 221, 224, and 300; and (g) failing to reimburse

1 expenses.

2 9. Plaintiff on behalf of the general public as private attorney general and all other
3 aggrieved employees bring this action pursuant to Labor Code 2698, et seq. for violations
4 enumerated under 2699.5 as follows: sections 201-203, 221, 510, 511, 512, 558, 221, 224, 226,
5 226.3, 226.7, 300, 432, 1024.5, 1174, 1174.5, 1175, 1194, 1197, 1197.1, 1198, 2802, and seeking
6 penalties, interest, attorneys' fees and costs.

7 **III. PARTIES**

8 **A. Plaintiff**

9 10. Plaintiff, ADRIAN SANTOS DURAN, was employed by Defendants in
10 approximately 2019, as a Non-Exempt Employee with the title of Driver and worked during the
11 liability period for Defendant until Plaintiff's separation from Defendant's employ in
12 approximately August 24, 2024. Plaintiff's duties included, but were not limited to driving the
13 Para Access van or Prius to transport elderly or disabled people.

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

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

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

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

28 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) failing to hold an election for alternative work week schedules;
- 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 CALIFORNIA TRANSIT, INC. operates as a transportation business. Plaintiff estimates there are in excess of 100 Non-Exempt Employees who work or have worked for Defendant 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 all respects pertinent hereto, and the acts of each defendant are legally attributable to the other

1 defendants.

2 **IV. GENERAL ALLEGATIONS**

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

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

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

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

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

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

18 21. In addition, the Aggrieved Employees frequently worked in excess of eight (8)
19 hours a day and/or over forty (40) hours in a workweek, but were not properly paid for such time
20 at the employee's correct rate of pay per hour for overtime.

21 22. Defendants also failed to properly calculate Plaintiff's and Aggrieved Employees'
22 regular rate of pay including but not limited to by failing to include all forms of
23 compensation/remuneration in the regular rate including but not limited to bonuses, incentives,
24 commissions, shift differentials, and other compensation for overtime calculation purposes.

25 23. Plaintiff worked an alternative workweek schedule of 4/10, meaning Plaintiff
26 worked 10-hour shifts for 4 days of the week. Plaintiff did not participate in an election.
27 Defendants failed to pay Plaintiff 1.5 times the base rate for the correct amount of hours.

28 24. Plaintiff and the Aggrieved Employees were regularly required to work shifts in

1 excess of five hours without being provided a lawful meal period and over ten hours in a day
2 without being provided a second lawful meal period as required by law.

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

6 26. Plaintiff and Aggrieved Employees were required to keep their work Walkie-
7 Talkies on throughout meal periods and remain on call. Plaintiff was interrupted on the Walkie-
8 Talkie device during his meal periods at least approximately 2-3 times per week.

9 27. Additionally, Plaintiff's meal breaks were interrupted often and Defendant's
10 management required that Plaintiff carry a tablet during all work hours and during meal periods.
11 The tablet was required so Defendant's management could communicate with Plaintiff and other
12 employees. Plaintiff's meal periods were interrupted multiple times per week, due to work related
13 matters.

14 28. Further, Plaintiff was prohibited from leaving the company vehicle during meal
15 periods.

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

20 30. Similarly, as a consequence of Defendants' staffing and scheduling practices, work
21 demands, and Defendants' policies and practices, Defendants frequently failed to provide Plaintiff
22 and the Aggrieved Employees legally compliant second meal periods on shifts over ten hours as
23 required by law.

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

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

28 33. Despite the above-mentioned meal period violations, Defendants failed to

1 compensate Plaintiff, and on information and belief, failed to compensate Aggrieved Employees,
2 one additional hour of pay at their regular rate as required by California law when meal periods
3 were not timely or lawfully provided in a compliant manner.

4 34. Further, Plaintiff's paystubs show that he was paid "Holiday Pay" at a
5 supplemental rate at the same time as a "California Lunch Premium" which was paid at exactly the
6 base rate. Thus, Plaintiff's "Holiday Pay" was not incorporated into the meal period premium pay.

7 35. Plaintiff is informed and believes, and thereon alleges, that Defendants know,
8 should know, knew, and/or should have known that Plaintiff and the other Aggrieved Employees
9 were entitled to receive premium wages based on their regular rate of pay under Labor Code
10 §226.7 but were not receiving such compensation.

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

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

21 38. Plaintiff was never provided with rest breaks, despite being entitled to at least two
22 (2) rest breaks for majority of his shifts.

23 39. Despite the above-mentioned rest period violations, Defendants did not compensate
24 Plaintiff, and on information and belief, did not pay Aggrieved Employees one additional hour of
25 pay at their regular rate as required by California law, including Labor Code section 226.7 and the
26 applicable IWC wage order, for each day on which lawful rest periods were not authorized and
27 permitted.

28 40. Plaintiff is informed and believes that Plaintiff and Aggrieved Employees were not

1 compensated for all time worked as Plaintiff and Aggrieved Employees as a result of off-the-clock
2 to conduct pre-shift work activities. For instance, approximately two (2) times per week, Plaintiff
3 would have to wait in line for time clocks to become available to record the start and end of shifts.
4 This persisted until approximately 1-2 years ago when Defendant got PayCom (a timeclock box in
5 the key room).

6 41. Plaintiff is informed and believes that Plaintiff and Aggrieved Employees were not
7 compensated for all time worked as Plaintiff and Aggrieved Employees as a result of off-the-clock
8 work to conduct pre-shift work activities. For instance, prior to the PayCom timeclock system,
9 Plaintiff would have to retrieve keys and do other tasks prior to clocking in for his shift.

10 42. Further, Plaintiff is informed and believes that Plaintiff and Aggrieved Employees
11 were not compensated for all time worked as Plaintiff and Aggrieved Employees as a result of off-
12 the-clock work to conduct post-shift work activities. For instance, Plaintiff would clock-out and
13 then continue working by fueling up the vehicle and dropping it off. Plaintiff was required by
14 management to do this off-the-clock work.

15 43. Plaintiff would also receive texts and calls from supervisors on his personal cell
16 phone, regarding work related activities, off-the-clock.

17 44. Defendants also failed to provide accurate, lawful itemized wage statements to
18 Plaintiff and the Aggrieved Employees in part because of the above specified violations. In
19 addition, upon information and belief, Defendants omitted an accurate itemization of total hours
20 worked, including premiums due and owing for overtime pay, gross pay, and net pay figures from
21 Plaintiff and the Aggrieved Employees' wage statements.

22 45. During the relevant time frame, Defendants shaved Plaintiff's and on information
23 and belief Aggrieved Employees' time. Over time, this resulted in an underpayment of minimum
24 and overtime wages. On information and belief, Defendants failed to properly compensate
25 Plaintiff and Aggrieved Employees by impermissibly rounding down and/or failing to round up
26 Plaintiff's pay.

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

1 47. Further, Plaintiff's paystubs do not show any bonuses paid, despite Plaintiff earning
2 bonuses. Thus, Plaintiff did not receive a shift differential with bonuses incorporated.

3 48. On information and belief, during the relevant time frame, Defendants failed to
4 adequately reimburse Plaintiffs and Aggrieved Employees for business expenditures incurred for
5 the use of personal cell phones. Plaintiff was required to use his personal cell phone for work
6 purposes. Such business expenditures incurred were incurred in direct consequence of Plaintiff's
7 and Aggrieved Employees' duties pursuant to Labor Code § 2802.

8 49. On information and belief, during the relevant time frame, Defendants failed to
9 adequately reimburse Plaintiffs and Aggrieved Employees for business expenditures incurred for
10 the purchase of necessary supplies like pens and notepads.

11 50. Defendant also failed to reimburse Plaintiff and Aggrieved Employees for uniform
12 maintenance. Plaintiff and other employees were required to wear uniforms, including a shirt with
13 the company logo. Plaintiff was required to launder and maintain the company uniform and
14 Defendant did not reimburse him for these expenses.

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

22 52. During the relevant time frame, Defendants made unlawful deductions from earned
23 wages, without authorization, all in violation of Labor Code §221, §224, and §300. For instance,
24 available paystubs show "Fares Deductions" deductions made. These deductions were made for
25 cash fares Plaintiff received from passengers that paid with cash to Plaintiff directly. Plaintiff did
26 not authorize these deductions from his wages.

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

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

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

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

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

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

12 (f) making unlawful deductions from earned wages, without authorization;

13 (g) failing to hold an auction regarding alternative work week schedule; and

14 (h) failing to reimburse business expenses;

15 54. In addition to the violations above, and on information and belief, Defendants knew
16 they had a duty to compensate Plaintiff and Aggrieved Employees for the allegations asserted
17 herein, and that Defendants had the financial ability to pay such compensation, but willfully,
18 knowingly, recklessly, and/or intentionally failed to do so.

19 Plaintiff and Aggrieved Employees they seek to represent are covered by, and Defendants
20 are required to comply with, applicable California Labor Codes, Industrial Welfare Commission
21 Occupational Wage Orders (hereinafter "IWC Wage Orders") and corresponding applicable
22 provisions of California Code of Regulations, Title 8, section 11000 *et seq.*

23 **REPRESENTATIVE CLAIMS**

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

25 55. Plaintiff incorporates by reference and re-alleges each and every allegation
26 contained above, as though fully set forth herein.

27 56. On March 3, 2025, Plaintiff complied with notice requirements pursuant to Labor
28 Code section 2699.3. A copy of the letter sent to the LWDA is attached hereto as **Exhibit A**,

1 indicating that the LWDA and Defendants were put on notice of the claims alleged here and that
2 the notice requirement has been satisfied. Sixty-five days have passed and the LWDA has not
3 indicated intent to investigate the claims. Therefore, Plaintiff may proceed with this action in a
4 representative capacity. The substance and violations set forth in this Complaint of which the
5 LWDA was provided timely notice, Plaintiff has also sent a copy of this PAGA Representative
6 Action Complaint to the LWDA.

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

10 58. Pursuant to Labor Code section 2699(a) Plaintiff seek to recover civil penalties for
11 which Defendants are liable due to numerous Labor Code violations as set forth in this Complaint,
12 including without limitation Labor Code section 201-203, 221, 300, 510, 511, 512, 558, 226,
13 226.3, 226.7, 1024.5, 1174, 1174.5, 1175, 1194, 1197, 1197.1, 1198, 2802, and 2698 *et seq.*,
14 applicable IWC Wage Orders and California Code of Regulations, Title 8, section 11000 *et seq.*

15 59. At all times relevant, Plaintiff and all other aggrieved employees regularly
16 performed non-exempt work in excess of 50% of the time, and thus, were subject to the meal and
17 rest break requirements of the applicable IWC wage order and the Labor Code.

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

21 61. Defendants violated Labor Code section 510, and 1194 by failing to accurately pay
22 overtime wages owed as discussed above due to Defendants' failure to accurately pay overtime
23 wages due to Defendants' requiring Plaintiff and aggrieved Employees to work off-the-clock as
24 outlined above. Therefore, Defendants violated section 510, and 1194 by not compensating its
25 Non-Exempt Employees for work performed in excess of eight hours (8) in a day or forty hours in
26 a work week (40). Section 510 of the Labor Code codifies the right to overtime compensation at
27 the rate of one and one-half times the regular rate of pay for all hours worked in excess of eight (8)
28 hours in a day or forty (40) hours in a work week and to overtime compensation twice the regular

1 rate of pay for hours worked in excess of twelve (12) hours in a day or in excess of eight (8) hours
2 in a day on the seventh day of work in a particular work week.

3 62. Defendants failed to provide Plaintiff and all other aggrieved employees
4 uninterrupted duty free meal periods of not less than thirty (30) minutes. Defendants implemented
5 and enforced policies of on duty meal period practices which required employees to work during
6 their meal periods, to forego their meal periods, and/or to return to work from meal periods prior
7 to thirty (30) uninterrupted minutes. As a proximate result of the aforementioned violations,
8 Plaintiff and all other aggrieved employees have been damaged in an amount according to proof at
9 time of trial.

10 63. Plaintiff, and on information and belief, all aggrieved employees, were
11 systematically not permitted or authorized to take ten minute rest periods for every four hours
12 worked or major fraction thereof, which is a violation of the Labor Code and IWC wage order.
13 Plaintiff and on information and belief, aggrieved employees, were not compensated with one
14 hour of wages for every day in which a rest period was missed or untimely as a result of
15 Defendants' policies, practices, or work demands. By failing to authorize and permit a ten-minute
16 rest period for every four hours or major fraction thereof worked per day by its Non-Exempt
17 Employees, and by failing to provide compensation for such non-provided or shortened rest
18 periods, as alleged above, Defendants willfully violated the provisions of Labor Code sections
19 226.7, 512 and the applicable IWC Wage Order.

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

27 65. Plaintiff and all other aggrieved employees who were separated from employment
28 are entitled to compensation for all forms of wages earned, including but not limited to

1 compensation regular and overtime wages, and for non-provided meal and rest periods, but to date
2 have not received such compensation, therefore entitling them to penalties under PAGA for
3 violations of Labor Code sections 201-203.

4 66. On information and belief, Defendants willfully failed to pay all wages due and
5 owing upon separation from employment. These wages include but are not limited to regular and
6 overtime wages, and meal and rest period premiums.

7 67. Defendants also made unlawful deductions from earned wages, without
8 authorization, all in violation of Labor Code §221, §224, and §300. Labor Code §221 provides that
9 “[i]t shall be unlawful for any employer to collect or receive from an employee any part of wages
10 theretofore paid by said employer to said employee.”

11 68. Labor Code §221 prohibits an employer from taking back earned wages.
12 Defendants collected portions of earned wages from Plaintiff and the Aggrieved Employees.

13 69. In addition, upon information and belief, Plaintiff alleges that Defendants failed to
14 pay sick leave pay to Plaintiff and the Aggrieved Employees at the proper rate, as Defendants
15 failed to factor all forms of compensation into the regular rate.

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

21 71. Defendants have failed to provide Plaintiff and aggrieved Employees rates of pay
22 and the hours for which they worked for any given pay period.

23 72. Defendants have failed to accurately record all time worked.

24 73. Defendants have also failed to accurately record the meal and rest period premiums
25 owed and all wages owed per pay period.

26 74. Pursuant to Labor Code section 226.3, any employer who violates subdivision (a)
27 of Section 226 shall be subject to a civil penalty in the amount of two hundred fifty dollars (\$250)
28 per employee per violation in an initial citation and one thousand dollars (\$1,000) per employee

1 for each violation in a subsequent citation, for which the employer fails to provide the employee a
2 wage deduction statement or fails to keep the records required in subdivision (a) of Section 226.

3 75. Labor Code section 1197 makes it unlawful to pay an employee less than the
4 minimum wage as established by the Industrial Welfare Commission.

5 76. Labor Code section 1198 provides that the maximum hours of work and the
6 standard conditions of labor fixed by the commission shall be the maximum hours of work and the
7 standard conditions of labor by the commission shall be the maximum hours of work and the
8 standard conditions of labor for employees. The employment of any employee for longer hours
9 than those fixed by the order or under conditions of labor prohibited by the order is unlawful.

10 77. The applicable reporting time wages are fixed by the IWC in Wage Order 1.

11 78. In relevant part, Section 5 of the applicable wage order provides:

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

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

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

24 81. Additionally, Defendants have no accurate records relating to aggrieved
25 employees' work periods, meal periods, total daily hours worked, total hours worked per payroll
26 period and applicable pay rates, in violation of Wage Order. Similarly, Defendants failed to
27 maintain accurate records relating to hours worked daily in violation of Labor Code sections
28 1174(d), 1174.5.

1 82. 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 83. Labor Code §1198.5(a) provides that “[e]very current and former employee, or his
6 or her representative, has the right to inspect and receive a copy of the personnel records that the
7 employer maintains relating to the employee’s performance or to any grievance concerning the
8 employee.”

9 84. 1198.5(b)(1) the employer shall make the contents of those personnel records
10 available for inspection to the current or former employee, or his or her representative, at
11 reasonable intervals and at reasonable times, but not later than 30 calendar days from the date the
12 employer receives a written request, unless the current or former employee, or his or her
13 representative, and the employer agree in writing to a date beyond 30 calendar days to inspect the
14 records, and the agreed-upon date does not exceed 35 calendar days from the employer’s receipt of
15 the written request. Upon a written request from a current or former employee, or his or her
16 representative, the employer shall also provide a copy of the personnel records, at a charge not to
17 exceed the actual cost of reproduction, not later than 30 calendar days from the date the employer
18 receives the request, unless the current or former employee, or his or her representative, and the
19 employer agree in writing to a date beyond 30 calendar days to produce a copy of the records, as
20 long as the agreed-upon date does not exceed 35 calendar days from the employer’s receipt of the
21 written request. Except as provided in paragraph (2) of subdivision (c), the employer is not
22 required to make those personnel records or a copy thereof available at a time when the employee
23 is actually required to render service to the employer, if the requester is the employee.

24 85. 1198.5(k) if an employer fails to permit a current or former employee, or his or her
25 representative, to inspect or copy personnel records within the times specified in this section, or
26 times agreed to by mutual agreement as provided in this section, the current or former employee or
27 the Labor Commissioner may recover a penalty of seven hundred fifty dollars (\$750) from the
28 employer. Here, Defendant failed to furnish such records upon Plaintiff’s request.

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

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

88. Plaintiff and the Representative aggrieved Employees are entitled to recover Penalties and attorneys' fees and costs sunder Labor Code section 2698, et seq.

PRAYER FOR RELIEF

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

1. For penalties according to proof, pursuant to Labor Code §§ 2698 et seq.;
2. For reasonable attorneys' fees and costs; and
3. For such other and further relief as the Court deems proper.

Dated: May 8, 2025

JAMES HAWKINS APLC

By:

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

Attorneys for Plaintiff ADRIAN SANTOS
DURAN, 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

March 3, 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

CALIFORNIA TRANSIT, INC.
Agent for Service of Process:
Timmy Mardirossian
1900 S Alameda Street
Los Angeles, CA 90058
Receipt No.: 9589 0710 5270 0078 0188 98

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

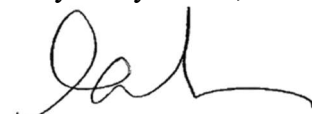
To Whom It May Concern:

PLEASE TAKE NOTICE that plaintiff ADRIAN SANTOS DURAN, 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 and CALIFORNIA 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,



Gregory Mauro

Enclosure: Proposed PAGA Representative Action Complaint