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Electronically FILED by
Superior Court of California,
County of Los Angeles
4/18/2023 11:45 AM
David W. Slayton,
Executive Officer/Clerk of Court,
By G. Robinson, Deputy Clerk

Attorneys for Plaintiff VICTOR JONES

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

VICTOR JONES,

Plaintiff,

vs.

A1 DEDICATED TRANSPORT LLC;
SIMPLIFIED TRANSPORT LLC; ASHISH
WAHI; and DOES 1 to 25, inclusive,

Defendants.

) CASE NO: **23STCV08565**

) **COMPLAINT DAMAGES FOR:**

-) **1) FAILURE TO COMPENSATE FOR**
) **ALL HOURS WORKED;**
) **2) FAILURE TO PAY MINIMUM**
) **WAGES;**
) **3) FAILURE TO PAY OVERTIME;**
) **4) FAILURE TO PROVIDE**
) **ACCURATE ITEMIZED WAGE**
) **STATEMENTS;**
) **5) FAILURE TO PAY WAGES WHEN**
) **EMPLOYMENT ENDS;**
) **6) FAILURE TO PAY WAGES OWED**
) **EVERY PAY PERIOD;**
) **7) FAILURE TO GIVE REST BREAKS;**
) **8) FAILURE TO GIVE MEAL BREAKS**
) **9) PRIVATE ATTORNEYS GENERAL**
) **ACT ("PAGA");**
) **10) FAILURE TO REIMBURSE**
) **BUSINESS EXPENSES;**
) **11) FAILURE TO PROVIDE**
) **PERSONNEL FILE;**
) **12) FAILURE TO PROVIDE PAY**
) **RECORDS;**
) **13) VIOLATION OF CALIFORNIA**
) **BUSINESS AND PROFESSIONS**
) **CODE SECTION 17200.**

DEMAND FOR JURY TRIAL

COMES NOW Plaintiff, VICTOR JONES (hereinafter “Plaintiff”), and alleges as follows:

PARTIES, JURISDICTION, VENUE

1. Jurisdiction and Venue are proper in this Court and this action is properly filed in the County of Los Angeles in this judicial district because Defendants A1 DEDICATED TRANSPORT LLC; SIMPLIFIED TRANSPORT LLC; ASHISH WAHI; and DOES 1 to 25, inclusive do business in the County of Los Angeles and because Defendants’ obligations and liabilities arise therein, and because the work that was performed by Plaintiff in the County of Los Angeles is the subject of this action.

2. Moreover, Plaintiff’s damages sought herein exceed \$25,000.

3. Plaintiff is a male resident of the County of Los Angeles, State of California.

4. Plaintiff is informed and believes that at all times herein mentioned, Defendant A1 DEDICATED TRANSPORT LLC is and was a Delaware corporation, doing business in Los Angeles County, California, and which employed Plaintiff as a driver.

5. Plaintiff is informed and believes that at all times herein mentioned, Defendant SIMPLIFIED TRANSPORT LLC is and was a California corporation, doing business in Los Angeles County, California, and which employed Plaintiff as a driver.

6. Individual ASHISH WAHI is being included in this lawsuit pursuant to Labor Code Section 558.1 in that he was and is the owner, director, corporate officer, and/or managing agent of A1 DEDICATED TRANSPORT LLC and SIMPLIFIED TRANSPORT LLC, was personally involved in the day-to-day activities of the businesses and controlled the wages, hours, and/or working conditions of Plaintiff and other hourly, non-exempt employees. A1 DEDICATED TRANSPORT LLC, SIMPLIFIED TRANSPORT LLC, and ASHISH WAHI are collectively referred to herein as “A1” or “Defendant(s)”.

1 7. Plaintiff is ignorant of the true names and capacities, whether individual, corporate, or
2 associate of those defendants fictitiously sued as DOES 1 to 25, inclusive, and so Plaintiff sues
3 them by these fictitious names. Plaintiff is informed and believes that each of the DOE
4 defendants, numbers 1 to 25, reside in the State of California and are in some manner
5 responsible for the conduct alleged herein. Upon discovering the true names and capacities of
6 these fictitiously named defendants, Plaintiff will amend this complaint to show the true names
7 and capacities of these fictitiously named defendants.
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9 8. Unless otherwise alleged in this complaint, Plaintiff is informed, and on the basis of
10 that information and belief, alleges that at all times herein mentioned, each of the remaining
11 codefendants, in doing the things hereinafter alleged, were acting within the course, scope, and
12 under the authority of their agency, employment, or representative capacity, with the consent
13 of his/her codefendants.
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15 **GENERAL ALLEGATIONS**

16 9. Plaintiff started working for A1 as a truck driver on or around January 2022. His
17 employment ended on or around October 2022. During his employment tenure, Plaintiff was
18 classified as an hourly, non-exempt employee.

19 10. In the case of Huff v. Securitas Sec. Servs. USA, Inc., 23 Cal. App. 5th 745 (2018),
20 Plaintiff, Huff, was employed as a security guard for the Defendant Employer, Securitas
21 Security Services USA, Inc., an onsite security provider. After about a year of employment,
22 Huff resigned. Huff then filed suit against Securitas under PAGA. In his claim, Huff
23 specifically alleged violations to the Labor Code requiring immediate payment of wages upon
24 termination of employment and weekly payment of wages to temporary employees. The trial
25 court determined Huff was not a temporary employee, and therefore, lacked standing to bring
26 the claim. Thus, Securitas was granted a motion for summary judgement. Later, the trial court
27 granted Huff a new trial. Securitas then appealed the grant of a new trial. On appeal, the issue
28 was whether Huff could bring a PAGA claim and sue for Labor Code violations that did not

1 directly affect him. Securitas unsuccessfully argued that the PAGA statute only allows the
2 PAGA representative to sue for violations that the representative has personally suffered. The
3 PAGA statute states that an “aggrieved employee” is able to file suit on behalf of themselves
4 and others. The statute also states that an “aggrieved employee” is “any person who was
5 employed by the alleged violator and against whom one or more of the alleged violations was
6 committed.” Because at least one of the violations that Huff had alleged had affected him
7 personally, the Court of Appeal denied Securitas’ motion.

8 11. In sum, since PAGA allows Plaintiffs to bring suit on behalf of both themselves and
9 other employees, it allows for suits broader than the specific violations the named employee
10 experienced. Therefore, even if the employee did not personally experience the Labor Code
11 violations, the employer may still be liable to under PAGA. Consequently, it is Plaintiff’s
12 position that Plaintiff can equivocally bring the following labor code violations on behalf of all
13 other employees, including hourly, non-exempt employees and even salaried employees.
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15 12. It is Plaintiff’s position that A1 has committed numerous labor code violations against
16 Plaintiff and other hourly, non-exempt employees who worked for A1 in the state of California
17 during the PAGA period.

18 13. A1 did not provide Plaintiff and other similarly situated aggrieved employees with the
19 minimum wages to which they were entitled for work performed “off the clock” and as such did
20 compensate Plaintiff and others for all hours worked, pursuant to California Labor Code sections
21 1194, 1197 and 1197.1. This is so because the company would deduct time for alleged meal
22 periods that were never taken by Plaintiff and other employees as Plaintiff and others would
23 remain on the clock and working. The latter amounts to a minimum wage violation in that
24 Plaintiff and others’ are working “off the clock” and not being compensated at all. Even if A1
25 argues that the employees were not entitled to meal breaks under California law due to certain
26 exemptions, the latter would not change the fact that lunch periods were being deducted from
27 their hours worked despite the fact that meal periods were not actually taken. It is also important
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1 to note that Plaintiff and others actually did not clock out for any meal periods during their
2 employment as drivers. Moreover, A1 had a policy of disproportionately rounding down hours
3 worked to the detriment of employees in that they were not paid for all hours worked, including
4 the minimum wages. Additionally, Plaintiff and others would work “off the clock” even after
5 their work shifts were done in that they would receive messages after work relating to work-
6 related issues for which they were not compensated. As such, A1 violated Labor Code § 1194
7 and 1194.2 because it failed to pay Plaintiff and others California’s statutory minimum wage and
8 wages for all hours worked and failed to compensate Plaintiff and other similarly situated
9 aggrieved employees for all hours worked.

10 14. Since A1 failed to pay Plaintiff and others for all hours worked as alleged above, A1 also
11 violated Labor Code §510 because it failed to pay Plaintiff and other similarly situated aggrieved
12 employees overtime, even though they worked more than 8 hours per day, 12 hours per day,
13 and/or 40 hours per week throughout their employment. Plaintiff’s and others’ actual work hours
14 entitled them to overtime compensation and to the correct amount of overtime compensation
15 under the law, including all forms of pay that need to be included in the regular rate of pay for
16 purposes of deciphering the correct overtime rate of pay. It was simply not company policy to
17 provide overtime compensation to Plaintiff and others, and especially double time for shifts of
18 12 hours or more. Moreover, bonuses, incentive payments, and shift differentials were not
19 included in Plaintiff’s and others’ regular rate of pay for purposes of deciphering their true and
20 correct overtime rate of pay as well as the correct premium pay for missed meal and rest periods
21 and the correct sick pay. Even if A1 argues that the drivers were exempt from daily overtime
22 hours under California law, the drivers did not get weekly overtime for any hours worked above
23 40 in a workweek.

24 15. A1 also violated Labor Code § 226.7 and the appropriate Industrial Welfare Commission
25 Wage Order no. 9 because it failed to provide Plaintiff and others with 10-minute rest periods
26 for every four hours of work, or majority portion thereof, throughout their employment. A1 did
27 not completely relieve Plaintiff and others of all duty during said rest periods. A1 did not pay to
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1 Plaintiff and others one additional hour of pay at Plaintiff's regular rate of compensation for each
2 workday that one or more statutory rest periods was not provided. It was not company policy
3 and not part of the company culture for employees such as Plaintiff to take rest breaks. The
4 nature of the work for delivery drivers did not lend itself to a 10-minute uninterrupted rest break
5 wherein Plaintiff and other similarly situated drivers were relieved of all work duties. They
6 literally never got a single rest break during their employment tenure. As such, the culture at A1
7 did not lend itself to the employees receiving statutory breaks wherein they were relieved of all
8 work duties. It was the normal practice and custom of A1 not to authorize, permit, and enforce
9 statutory rest periods.

10 16. A1 violated Labor Code §§ 512 and 226.7 along with Industrial Welfare Commission
11 Wage Order no. 9 because it failed to provide Plaintiff and others the requisite 30-minute,
12 uninterrupted meal periods for every five (5) hours of work throughout their employment. A1
13 did not completely relieve Plaintiff and others of all duty during said meal periods. A1 did not
14 pay to Plaintiff and others one additional hour of pay at Plaintiff's regular rate of compensation
15 for each workday that one or more statutory meal periods was not provided. Plaintiff and other
16 aggrieved employees simply did not get any meal periods because they were expected to eat and
17 drive at the same time. As such, there was no such thing as an uninterrupted meal break.
18 Moreover, any argument by A1 that the drivers signed "On Duty Meal Period Agreements"
19 would not hold water since the nature of their job as drivers does not prevent them from taking
20 statutory breaks. In fact, it is healthy and preferred for delivery drivers to take statutory meal and
21 rest breaks to avoid collisions. Moreover, and as alluded to above, A1 deducted time from
22 Plaintiff and others' timesheets for alleged meal periods taken when they in fact did not receive
23 an uninterrupted meal period wherein they were relieved of all duties. Additionally, when
24 Plaintiff did work over 10-hour shifts, they did not receive a second, uninterrupted meal period
25 of at least thirty minutes. As such, and just like for rest breaks, it was company culture and
26 company policy for Plaintiff and others to not receive a timely thirty-minute uninterrupted meal
27 period wherein they are relieved of all work-related duties.
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1 17. Furthermore, during the relevant time period and due to the above-mentioned violations,
2 A1 failed to pay Plaintiff and others all wages due to them within any time period specified by
3 California Labor Code section 204. A1 was also in violation of California Labor Code section
4 226(a), by failing to include pertinent information on the wage statements, including but not
5 limited to, all hours worked (regular and overtime), all applicable hourly rates, gross wages
6 earned, net wages earned, the correct start and end of the pay periods, the correct identifying
7 information for the employee, the correct name and address of the legal employer, business
8 expense reimbursement, and premium pay for the missed meal and rest breaks, among others.
9 As such, A1 did not provide Plaintiff and other similarly situated aggrieved employees with
10 complete, accurate itemized wage statements.

11 18. During the relevant time period, A1 also failed to keep accurate and complete payroll
12 records showing the actual hours worked per day and the wages paid to Plaintiff and others
13 pursuant to California Labor Code sections 1174(d).

14 19. A1 also violated Labor Code § 203 because it willfully failed to pay Plaintiff and other
15 similarly situated aggrieved employees earned and due wages upon separation of employment,
16 either immediately upon involuntary termination, or within 72 hours of resignation. These
17 earned but unpaid wages include minimum wages, overtime, premium pay for missed meal and
18 rest breaks, and business expense reimbursement, among others.

19 20. Additionally, during the relevant time period, Plaintiff and others incurred necessary,
20 business-related expenses and costs that were not reimbursed by A1. These costs include, but
21 are not limited to, use of personal cell phones for work purposes as Plaintiff and other drivers
22 would consistently use their cell phones to send messages and communicate with dispatch.
23 Accordingly, A1 was in violation of California Labor Code sections 2800 and 2802.

24 21. Moreover, A1 failed to provide Worker's Compensation coverage for Plaintiff and other
25 aggrieved employees in violation of Labor Code Section 3700.5.
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1 **FIRST CAUSE OF ACTION**

2 **FAILURE TO COMPENSATE FOR ALL HOURS WORKED**

3 **(California Industrial Welfare Commission Order 9-2001, California Code of**
4 **Regulations Title 8 Section 11090, and California Labor Code Section 1198)**

5 **(Plaintiff against all named defendants and all DOE defendants)**

6 22. Plaintiff re-alleges and incorporates by reference each and every allegation in
7 paragraphs 1 through 21, inclusive, of this Complaint as though fully set forth herein.

8 23. At all times relevant herein, Defendants were required to compensate their employees
9 for all hours worked upon reporting for work at the appointed time stated by the employer
10 pursuant to Industrial Welfare Commission Order 9-2001, California Code of Regulations,
11 Title 8, Section 11090.

12 24. For the three (3) years preceding filing of this action, Defendants failed to compensate
13 Plaintiff for all hours worked.

14 25. Under the aforementioned wage order and regulations, Plaintiff is to recover
15 compensation for all hours worked but not paid by Defendants for the three (3) years
16 preceding the filing of this Complaint.

17 26. As a proximate result of the aforementioned violations, Plaintiff has been damaged in
18 an amount according to proof at time of trial, but in an amount in excess of the jurisdiction of
19 this Court.

20 27. Defendants' conduct described herein violates Labor Code Section 512, 558, 1194, and
21 1198. Therefore, pursuant to Labor Code Sections 218.5, 512, 558, and 1194, Plaintiff is
22 entitled to recover damages for the nonpayment of wages for all hours worked, penalties, plus
23 reasonable attorney's fees and costs of suit.

24 28. Under this cause of action, Plaintiff prays for penalties due under the statutes alleged
25 along with any allowable interest, penalties, attorney's fees, and costs which will equal an
26 amount known to Plaintiff once she has obtained all of her payroll records from
27 Defendants.
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1 equal to unpaid minimum wages and interests thereon. Pursuant to Labor Code Section 1194,
2 Plaintiff is also entitled to attorney's fees, costs and interests according to proof.

3 35. Under this cause of action, Plaintiff prays for penalties due under the statutes alleged
4 along with any allowable interest, penalties, attorney's fees, and costs according to proof at
5 trial.

6 **THIRD CAUSE OF ACTION**

7 **FAILURE TO PAY OVERTIME**

8 **(California Industrial Welfare Commission Order 9-2001, California Code of**
9 **Regulations Title 8 Section 11090; California Labor Code Section 510)**
10 **(Plaintiff against all named defendants and all DOE defendants)**

11 36. Plaintiff re-alleges and incorporates by reference each and every allegation in
12 paragraphs 1 through 35, inclusive, of this Complaint as though fully set forth herein.

13 37. Pursuant to Industrial Welfare Commission Order No. 9-2001, Cal. Code of
14 Regs., Title 8, Section 11090, for the period of Plaintiff's employment, Defendants were
15 required to compensate Plaintiff for all overtime, which is calculated at one and one-half (1.5)
16 times the regular rate of pay for hours worked in excess of eight (8) in a day or forty (40) hours
17 in a week, and two (2) times the regular rate of pay for hours worked in excess of twelve (12)
18 hours in a day or hours worked in excess of eight (8) on the seventh consecutive work day in a
19 week.

20 38. Plaintiff was a non-exempt employee entitled to the protections of the California
21 Industrial Welfare Commission Order No. 9-2001, California Code of Regulations,
22 Title 8, Section 11090.

23 39. Plaintiff worked more than eight (8) hours in a single workday, twelve (12) hours in a
24 single workday or forty (40) hours in a single workweek on numerous occasions.

25 40. Plaintiff was entitled to the above overtime premiums.

26 41. Defendants did not pay Plaintiff premium wages of at least one and one-half times
27 Plaintiff's regular rate of pay for hours worked past eight (8) in a day. Defendants did not pay
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1 Plaintiff premium wages of at least twice Plaintiff's regular rate of pay for hours worked past
2 twelve (12) in a day.

3 42. Defendants did not pay Plaintiff premium wages of at least one and one-half times
4 Plaintiff's regular rate of pay for hours worked past forty (40) in a week.

5 43. Plaintiff worked at least one pay period in which he was not properly paid overtime
6 within the three (3) years prior to the initiation of this lawsuit.

7 44. Defendants know or should know the actual dates of overtime worked, the amount of
8 overtime worked, and the amount of unpaid overtime due.

9 45. As a proximate result of Defendants' violations, Plaintiff has been damaged in an
10 amount according to proof at time of trial, but in an amount in excess of the jurisdiction of this
11 Court.

12 46. Pursuant to California Labor Code Sections 218.6, 510, 1194, and California Code of
13 Regulations, Title 8, Sections 11090, Plaintiff is entitled to recover damages for the
14 nonpayment of overtime premiums for all overtime hours worked, penalties, interest, plus
15 reasonable attorney's fees and costs of suit.

16 47. Under this cause of action, Plaintiff prays for penalties due under the statutes alleged
17 along with any allowable interest, penalties, attorney's fees, and costs according to proof at
18 trial.

19 **FOURTH CAUSE OF ACTION**

20 **FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS**

21 **(California Labor Code Section 226)**

22 **(Plaintiff against all named defendants and all DOE defendants)**

23 48. Plaintiff re-alleges and incorporates by reference each and every allegation in
24 paragraphs 1 through 47, inclusive, of this Complaint as though fully set forth herein.

25 49. Pursuant to California Labor Code Section 226, every employer must furnish each
26 employee an itemized statement of wages and deductions at the time of payment of wages.

27 50. Defendants knowingly and intentionally did not furnish Plaintiff with any pay stubs that
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1 accurately reflected all information required by Labor Code Section 226, including but not
2 limited to, gross wages earned, including overtime, and premium pay for missed meal and rest
3 breaks, net wages earned, total hours worked by the employee, and all deductions. Therefore,
4 Defendants failed to maintain and provide accurate itemized wage statements to Plaintiff in
5 accordance with California Labor Code Section 226(a).

6 51. Pursuant to California Labor Code Section 226(e), Plaintiff is entitled to recover the
7 greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation
8 occurs and one hundred dollars (\$100) per employee for each violation in a subsequent pay
9 period, not exceeding an aggregate amount of four thousand dollars (\$4,000), plus costs and
10 reasonable attorney's fees.

11 52. As a direct and proximate result of Defendants' unlawful conduct, Plaintiff has
12 sustained damages, including loss of earnings, in an amount to be established at trial. As a
13 further direct and proximate result of Defendants' unlawful conduct, as set forth herein,
14 Plaintiff is entitled to recover penalties, in an amount to be established at trial, as well as costs
15 and attorney's fees pursuant to statute.

16 53. Under this cause of action, Plaintiff prays for penalties due under the statutes alleged
17 along with any allowable interest, penalties, attorney's fees, and costs according to proof at
18 trial.

19 **FIFTH CAUSE OF ACTION**

20 **FAILURE TO PAY WAGES WHEN EMPLOYMENT ENDS**

21 **(California Labor Code Sections 201, 203)**

22 **(Plaintiff against all named defendants and all DOE defendants)**

23 54. Plaintiff re-alleges and incorporates by reference each and every allegation in
24 paragraphs 1 through 53, inclusive, of this Complaint as though fully set forth herein.

25 55. Pursuant to California Labor Code Section 201(a), an employer who discharges an
26 employee must immediately pay for all compensation due and owing.

27 56. Pursuant to California Labor Code Section 202, when an employee resigns, the
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1 employer must pay all compensation due and owing within 72 hours of resignation, or on the
2 employee's last day of work, if the employee gives more than 72 hours notice of resignation.

3 57. Pursuant to California Labor Code Section 203, if an employer willfully fails to pay,
4 without abatement or reduction, any wages of an employee whose employment ends, the wages
5 of the employee shall continue as a penalty from the due date at the same rate until paid or until
6 an action is commenced; however, the wages shall not continue for more than 30 days for
7 failure to pay an employee owed wages.

8 58. After Plaintiff's employment with Defendants ended, Defendants willfully refused and
9 continue to refuse to pay him unpaid wages as required by Labor Code Section 203.

10 59. Under this cause of action, Plaintiff prays for penalties due under the statutes alleged
11 along with any allowable interest, penalties, attorney's fees, and costs according to proof at
12 trial. Moreover, Plaintiff prays for the above-mentioned money from 3 years immediately
13 preceding the filing of this lawsuit.

14 60. Under this cause of action, Plaintiff also prays for attorney's fees and costs under
15 California Labor Code Section 218.5 for time spent pursuing the non-payment of wages as set
16 forth herein. Plaintiff also prays for interest under California Labor Code Section 218.6.

17 61. Under this cause of action, Plaintiff prays for penalties due under the statutes alleged
18 along with any allowable interest, penalties, attorney's fees, and costs according to proof at
19 trial.

20 **SIXTH CAUSE OF ACTION**

21 **FAILURE TO PAY WAGES OWED EVERY PAY PERIOD**

22 **(California Labor Code Section 204)**

23 **(Plaintiff against all named defendants and all DOE defendants)**

24 62. Plaintiff re-alleges and incorporates by reference each and every allegation in
25 paragraphs 1 through 61, inclusive, of this Complaint as though fully set forth herein.

26 63. California Labor Code Section 204 establishes the fundamental right of all employees
27 in the State of California to be paid wages in a timely fashion for their work.
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1 64. At all times relevant during the liability period, and based on the allegations above,
2 Defendants failed to pay Plaintiff the full amount of all owed wages when due as required by
3 California Labor Code Section 204.

4 65. Defendants failed to pay Plaintiff all wages earned each pay period. Plaintiff is
5 informed, believes, and thereon alleges, that all times relevant during the liability period,
6 Defendants maintained a policy or practice of not paying Plaintiff wages for all hours worked,
7 including overtime hours, the minimum wage, and premium pay for missed meal and rest
8 breaks.

9 65. As a result of Defendants' unlawful conduct, Plaintiff has suffered damages in an
10 amount, subject to proof, to the extent he was not paid all wages each pay period. The precise
11 amount of unpaid wages is not presently known to Plaintiff but can be determined directly
12 from Defendants' records or indirectly based on information from Defendants' records.

13 66. Under this cause of action, Plaintiff prays for penalties due under the statutes alleged
14 along with any allowable interest, penalties, attorney's fees, and costs according to proof at
15 trial.

16 **SEVENTH CAUSE OF ACTION**

17 **FAILURE TO GIVE REST BREAKS**

18 **(Plaintiff against all named defendants and all DOE defendants)**

19 67. Plaintiff re-alleges and incorporates by reference each and every allegation in
20 paragraphs 1 through 66, inclusive, of this Complaint as though fully set forth herein.

21 68. Plaintiff brings this cause of action under the following laws, for the following reasons:

- 22 a. Title 8 of the California Code of Regulations Sections 11090(12)(A), which
23 provides that every employer shall authorize and permit all employees to take rest
24 periods, which insofar as practicable shall be in the middle of each work period.
25 The authorized rest period time shall be based on the total hours worked daily at the
26 rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof;
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- 1 b. Title 8 of the California Code of Regulations Sections 11090(12)(B), which
2 provides that if an employer fails to provide an employee a rest period in
3 accordance with the applicable provisions of this order, the employer shall pay the
4 employee one (1) hour of pay at employee's regular rate of compensation for each
5 workday that the rest period is not provided;
- 6 c. Title 8 of the California Code of Regulations sections 11090(20)(A), which
7 penalizes the employer \$50.00 for each initial violation, per employee, of any
8 provision of the Wage Order, and \$100.00 for each additional violation thereafter
9 per employee; and
- 10 d. California Labor Code section 226.7, which states that (a) no employer shall require
11 any employee to work during any rest period mandated by an applicable order of
12 the Industrial Welfare Commission, and (b) if an employer fails to provide an
13 employee a rest period in accordance with an applicable order of the Industrial
14 Welfare Commission, the employer shall pay the employee one (1) additional hour
15 of pay at employee's regular rate of compensation for each work day that the rest
16 period is not provided.

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18
19 69. Plaintiff alleges that he was not authorized and permitted to take a ten (10) minute rest
20 break after every four (4) hours of work or major fraction thereof, as required by California
21 law.

22 70. Under this cause of action, Plaintiff prays for wages due to him under the statutes,
23 regulations, and wage orders alleged in this cause of action along with any allowable interest,
24 penalties, attorney's fees and costs according to proof at trial. Specifically, Plaintiff prays for
25 the foregoing moneys calculated from 3 years immediately preceding the filing of this lawsuit.

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27 71. Plaintiff also prays for Labor Code section 218.5 recovery of costs and attorney's
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1 fees as well as interest under Labor Code section 218.6.

2 72. Under this cause of action, Plaintiff prays for penalties due under the statutes alleged
3 along with any allowable interest, penalties, attorney's fees, and costs according to proof at
4 trial.

5 **EIGHTH CAUSE OF ACTION**

6 **FAILURE TO GIVE MEAL BREAKS**

7 **(Plaintiff against all named defendants and all DOE defendants)**

8 73. Plaintiff re-alleges and incorporates by reference each and every allegation in
9 paragraphs 1 through 72, inclusive, of this Complaint as though fully set forth herein.

10 74. Plaintiff brings this cause of action under the following laws, for the following reasons:

- 11 a. California Labor Code section 512(a), which requires that employees be given a 30-
12 minute uninterrupted meal break after five (5) hours of work, and a second
13 uninterrupted meal break after ten (10) hours of work;
14
- 15 b. California Labor Code section 226.7, which states that (a) no employer shall require
16 any employee to work during any meal period mandated by an applicable order of
17 the Industrial Welfare Commission, and (b) if any employer fails to provide an
18 employee a meal period in accordance with an applicable order of the Industrial
19 Welfare Commission, the employer shall pay the employee one (1) additional hour
20 of pay at the employee's regular rate of compensation for each workday that the
21 meal period is not provided;
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- 23 c. California Industrial Welfare Commission Order No. 9 section 11(B), as codified
24 under Title 8 of the California Code of Regulations Section 11090, which states that
25 if an employer fails to provide an employee a meal period in accordance with the
26 applicable provisions of the Wage Order, the employer shall pay the employee one
27 (1) hour of pay at the employee's regular rate of compensation for each workday
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1 that the meal period is not provided;

- 2 d. California Industrial Welfare Commission Wage Order No. 9 Section 7(A)(3), as
3 codified under Title 8 of the California Code of Regulations Section 11090, which
4 requires an employer to maintain records documenting its employees' meal periods;
- 5 e. California Industrial Welfare Commission wage order No. 9 Section 20(A), as
6 codified under California Code of Regulations Section 11090, which penalizes the
7 employer \$50.00 for each initial violation, per employee, of any provision of the
8 Wage Order, and \$100.00 for each additional violation thereafter per employee; and
- 9 f. California Labor Code section 1171 and 1173, which have given the California
10 Labor Commission jurisdiction to enact Wage Orders (such as Wage Order no. 9)
11 as enforceable law.
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13 75. Plaintiff alleges that he was not authorized and permitted to take relieved meal breaks
14 after five (5) hours of work. Plaintiff further alleges that he was not authorized and permitted to
15 take a second relieved meal break after ten (10) hours of work, as required by California law.
16 California Labor Code section 512(a) and California Industrial Welfare Commission Order No.
17 9, as codified under California Code of Regulations Section 11090 et. seq. requires that
18 employees receive uninterrupted meal periods every five (5) hours of consecutive work, and
19 that the meal period be at least 30 minutes in length, wherein employee is relieved of all work
20 duty. California Labor Code section 226.7 provides that employers may not require their
21 employees to work through their meal periods. California Labor Code section 226.7 and
22 California Code of Regulations section 11090 requires that if the employer fails to provide the
23 employee with an uninterrupted meal period, the employer must pay the employee one (1) hour
24 of pay for each workday that the meal period is not given.
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27 76. Under this cause of action, Plaintiff prays for wages due to him under the statutes,
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1 regulations, and wage orders alleged in this cause of action along with any allowable interest,
2 penalties, attorney's fees and costs according to proof at trial. Specifically, Plaintiff prays for
3 the foregoing moneys calculated from 3 years immediately preceding the filing of this lawsuit.

4 77. Plaintiff also prays for Labor Code section 218.5 recovery of costs and attorney's
5 fees as well as interest under Labor Code section 218.6.

6 78. Under this cause of action, Plaintiff prays for penalties due under the statutes alleged
7 along with any allowable interest, penalties, attorney's fees, and costs according to proof at
8 trial.

9 **NINTH CAUSE OF ACTION**

10 **PRIVATE ATTORNEYS GENERAL ACT**

11 **Representative Claim for PAGA penalties under California Labor Code sections 201,**
12 **202, 203, 204 and/or 204b, 210, 226, 226.3, 226.7, 510, 512, 558, 1174, 1174.5, 1194, 1197,**
1198, 2802, 3700.5)

13 **(Against A1 DEDICATED TRANSPORT LLC and ASHISH WAHI only and all DOE**
14 **Defendants)**

15 79. Plaintiff re-alleges and incorporates by reference each and every allegation in
16 paragraphs 1 through 78, inclusive, of this Complaint as though fully set forth herein.

17 80. Pursuant to law, Plaintiff provided the required written notice to the LWDA and
18 Defendants of the specific violations of the California Labor Code that Defendants
19 and DOE defendants have violated and continue to violate.

20 81. Pursuant to California Labor code section 2699.3, no response was received from the
21 LWDA within 65 days of the postmark date of the above-alleged letter.

22 82. Plaintiff therefore has exhausted all administrative remedies required of him under
23 California Labor Code sections 2698, 2699, and 2699.3, and, as a result, may prosecute this
24 cause of action and pursue penalties in a representative action for Defendants' violations of the
25 Labor Code.

26 83. Pursuant to California Labor Code section 2699, any provisions of the Labor Code that
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1 provides for a civil penalty to be assessed and collected by the LWDA or any of its
2 departments, divisions, commissions, boards, agencies, or employees for violation of the code
3 may, as an alternative, be recovered through a civil action brought by an aggrieved employee
4 on behalf of himself or herself and other current or former employees pursuant to the
5 procedures specified in California Labor Code section 2699.3.

6 84. Plaintiff is an “aggrieved employee” because Plaintiff was employed by the alleged
7 violator and had one or more of the alleged violations committed against him, and therefore is
8 properly suited to represent the interests of other current and former employees, which are
9 defined as all hourly, non-exempt employees who worked for A1 DEDICATES TRANSPORT
10 LLC and ASHISH WAHI in the State of California during the applicable PAGA period.

11 85. Based on the acts alleged above, Plaintiff, on behalf of himself and others, seeks
12 penalties under California Labor Code sections 2698 and 2699 because of Defendants’
13 violations of numerous provisions of the California Labor Code as alleged in this Complaint.

14 86. Plaintiff therefore has exhausted all administrative remedies required of him under
15 California Labor Code sections 2698, 2699, and 2699.3, and, as a result, may prosecute this
16 cause of action and pursue penalties in a representative action for Defendants’ violations of the
17 Labor Code.

18 87. California Labor Code section 2699 et seq. imposes penalties upon culpable
19 Defendants for violating the Labor Code.

20 88. California Labor Code section 558 establishes a civil penalty as follows: Any
21 employer or other person action on behalf of an employer who violates, or causes to be
22 violated, a section of this chapter or any provision regulating hours and days of work in any
23 order of the Industrial Welfare Commission (including the “Hours and Days of Work” section
24 of the Wage Order) shall be subject to a civil penalty of (1) for any initial violation, fifty
25 dollars (\$50) for each underpaid employee for each pay period for which the employee was
26 underpaid ...; (2) for each subsequent violation, one hundred dollars (\$100) for each underpaid
27 employee for each pay period for which the employee was underpaid ...;

1 89. Plaintiff seeks penalties for Defendants' misconduct as alleged herein as permitted by
2 law, but only those penalties that are required to be shared with the LWDA as Plaintiff is not
3 seeking individual/victim specific relief or underpaid wages under this particular cause of
4 action.

5 90. Specifically, Plaintiff seeks penalties under California Labor Code section 2699, for
6 the following:

7 Violations of California Labor Code sections 201, 202, 203, 204 and/or 204b, 210, 226,
8 226.3, 226.7, 510, 512, 558, 1174, 1174.5, 1194, 1197, 1198, 2802, and 3700.5 via 2698
9 and 2699 and any other Labor Codes and Industrial Welfare Commission Wage Orders
10 (Order no. 9) violated based on the facts alleged in this Complaint.

11 91. Pursuant to Labor Code section 2698 et seq., Plaintiff seeks to recover attorney's fees,
12 costs, and civil penalties on behalf of Plaintiff and other current and former aggrieved
13 employees as alleged herein in an amount to be shown according to proof at trial and within the
14 jurisdictional limits of this Court.

15 **TENTH CAUSE OF ACTION**

16 **FAILURE TO REIMBURSE FOR BUSINESS EXPENSES**

17 **(Plaintiff against all Named Defendants and DOE Defendants, and each of them)**

18 92. Plaintiff re-alleges and incorporates by reference each and every allegation in
19 paragraphs 1 through 91, inclusive, of this Complaint as thought fully set forth herein.

20 93. Labor Code section 2802 provides that "[a]n employer shall indemnify his or her
21 employee for all necessary expenditures or losses incurred by the employee in direct
22 consequence of the discharge of his or her duties."
23

24 94. Beginning at least 3 years prior to the filing of this complaint, in order to discharge
25 their duties for Defendant, Plaintiff incurred reasonable and necessary expenses in the course
26 of completing his job duties, which were not reimbursed by Defendant. These expenses
27 include, but are not limited to, These costs include, but are not limited to, use of personal cell
28 phones for work purposes.

1 95. Plaintiff is entitled to reimbursement for these necessary expenditures, plus interest
2 and attorney's fees and costs, under Labor Code section 2802.

3 **ELEVENTH CAUSE OF ACTION**

4 **FAILURE TO PROVIDE PERSONNEL FILE**

5 **(Plaintiff against A1 DEDICATED TRANSPORT LLC and ASHISH WAHI only and all**
6 **DOE defendants)**

7 96. Plaintiff re-alleges and incorporates by reference each and every allegation in
8 paragraphs 1 through 95, inclusive, of this Complaint as though fully set forth herein.

9 97. Labor Code section 1198.5 dictates "every current and former employee, or his or her
10 representative, has the right to inspect and receive a copy of the personnel records that the
11 employer maintains relating to the employee's performance or to any grievance concerning the
12 employee."
13

14 98. Moreover, pursuant to sub-part (b)(1) of Labor Code section 1198.5, "the employer
15 shall make the contents of those personnel records available for inspection to the current or
16 former employee, or his or her representative, at reasonable intervals and at reasonable
17 times..." On information and belief, Defendants intentionally failed to provide Plaintiff with
18 personnel records when requested by Plaintiff via certified letter on October 12, 2022, as
19 required by law. Plaintiff requested his personnel records in accordance with California Labor
20 Code section 1198.5 on October 12, 2022 via U.S. certified mail, return receipt requested. .
21

22 99. Defendants failed to provide Plaintiff with an opportunity to inspect or copy his
23 records within 30 days. As a direct result of Defendants' violations alleged herein, Plaintiff has
24 suffered and continues to suffer substantial losses related to Defendants' failure to provide
25 personnel records.

26 100. Plaintiff seeks all available remedies for Defendants' violations including, but not
27 limited penalties, and costs to the extent permitted by law and according to proof at trial.
28

1 Pursuant to Labor Code section 1198.5, Plaintiff prays for judgment against Defendants
2 in the amount of \$750.00, along with costs and attorney's fees.

3 **TWELFTH CAUSE OF ACTION**

4 **FAILURE TO PROVIDE PAY RECORDS**

5 **(Plaintiff against A1 DEDICATED TRANSPORT LLC and ASHISH WAHI only and all**
6 **DOE defendants)**

7
8 101. Plaintiff re-alleges and incorporates by reference each and every allegation in
9 paragraphs 1 through 100, inclusive, of this Complaint as though fully set forth herein.

10 102. Labor Code section 226 sub-section (b) dictates "an employer...shall afford current
11 and former employees the right to inspect or copy records pertaining to their employment,
12 upon reasonable request to the employer..."

13 103. Moreover, pursuant to sub-section (c) of Labor Code section 226, "an employer who
14 receives a written or oral request to inspect or copy records pursuant to subdivision (b)
15 pertaining to a current or former employee shall comply with the request as soon as
16 practicable, but no later than 21 calendar days from the date of the request." On information
17 and belief, Defendants intentionally failed to provide Plaintiff with pay records when requested
18 by Plaintiff via certified letter, return receipt requested, on October 12, 2022, and as required
19 by law.
20

21 104. As a direct result of Defendants' violations alleged herein, Plaintiff has suffered and
22 continues to suffer substantial losses related to Defendants' failure to provide pay records.

23 Pursuant to Labor Code section 226, Plaintiff prays for judgment against Defendants
24 in the amount of \$750.00, along with costs and attorney's fees.

25 105. Plaintiff seeks all available remedies for Defendants' violations including, but not
26 limited penalties, and costs to the extent permitted by law and according to proof at trial.
27
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1
2 **THIRTEENTH CAUSE OF ACTION**

3 **VIOLATION OF BUSINESS AND PROFESSIONS CODE SECTION 17200**

4 **(California Business and Professions Code Section 17200)**

5 **(Plaintiff against A1 DEDICATED TRANSPORT LLC and SIMPLIFIED**
6 **TRANSPORT LLC and all DOE defendants)**

7 106. Plaintiff re-alleges and incorporates by reference each and every allegation in
8 paragraphs 1 through 105, inclusive, of this Complaint as though fully set forth herein.

9 107. By virtue of the foregoing statutes, regulations, and laws, the acts of Defendants
10 constitutes unfair and unlawful business practices under California Business and Professions
11 Code Section 17200, et seq.

12 108. Defendant's violations of California labor laws and the Labor Code constitutes a
13 business practice because it was done repeatedly over a significant period of time in a
14 systematic manner that was detrimental to Plaintiff and other hourly non-exempt employees.

15 109. For the four years preceding the filing of this action, Plaintiff has suffered damages
16 and request damages and/or restitution of all monies and profits to be disgorged from
17 Defendants in an amount according to proof at time of trial, but in excess of the
18 jurisdiction of this Court.

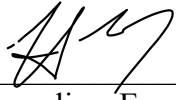
19 WHEREFORE, Plaintiff prays for Judgment against Defendants, and each of them, as
20 follows:

- 21 1. For compensatory damages;
22 2. For special and consequential damages to the extent allowed by law;
23 3. For damages for overtime not paid to Plaintiff in an amount subject to proof at trial;
24 4. For damages and penalties under Labor Code Section 226 for Plaintiff in an amount
25 subject to proof at trial;
26 5. For damages and penalties pursuant to Labor Code Section 203 in an amount subject to
27 proof at trial;
28

6. For restitution and disgorgement for all unfair business practices by corporate Defendants against Plaintiff in an amount subject to proof at trial;
7. For an order enjoining corporate Defendants from further unfair and unlawful business practices in violation of Business and Professions Code Sections 17200, et seq.;
8. For one hour of wages due to Plaintiff for each work period of more than five (5) hours when Plaintiff did not receive an uninterrupted thirty (30) minute meal period;
9. For one hour of wages due to Plaintiff for each work period of four (4) hours or major fraction thereof when Plaintiff did not receive a ten (10) minute rest break;
10. For maximum civil penalties available under the Labor Code and applicable Wage Order against Defendants as described more particularly in the Complaint and representative PAGA claim;
11. For all remedies available to Plaintiff under the applicable Wage Order and the Labor Code including an award of unpaid wages, attorney's fees, costs, interest, liquidated damages, damages, penalties, and waiting time penalties according to proof to the extent permitted by law;
12. For the imposition of civil penalties and/or statutory penalties;
13. For all interest as allowed by law;
14. For all costs and disbursements incurred in this suit;
15. Reasonable attorney's fees where available by law, including but not limited to, pursuant to Labor Code section 2698 et seq., the Labor code generally; Code of Civil Procedure section 1021.5, and/or other applicable laws; and
16. For such other and further relief as this Court may deem proper.

DATED: April 17, 2023

MESSRELIAN LAW INC.

By 
Harout Messrelian, Esq.
Attorneys for Plaintiff VICTOR JONES

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DATED: April 17, 2023

By 
Harout Messrelian, Esq.
Attorneys for Plaintiff VICTOR JONES