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Superior Court of California
County of Fresno
By: Emma Lucio, Deputy

7 Attorneys for Plaintiffs
8 AARON MOSES RODRIGUEZ-PEREZ and JAVIER BRAVO,
individually and on behalf of all others similarly situated
9

10 **IN THE SUPERIOR COURT OF CALIFORNIA**

11 **COUNTY OF FRESNO**

12 AARON MOSES RODRIGUEZ-PEREZ, and
JAVIER BRAVO, individually and on behalf of
13 all others similarly situated,

Case No.

25CECG02933

CLASS ACTION COMPLAINT

14 Plaintiffs,

15 v.

16 FENIX LOGISTIX, INC; and DOES 1 through
17 100,

18 Defendants.
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1. **Failure to Provide Compliant Meal Periods**
2. **Failure to Provide Compliant Rest Periods**
3. **Failure to Pay for All Hours Worked**
4. **Failure to Pay All Overtime Owed**
5. **Failure to Reimburse Work-Related Expenses**
6. **Wage Statement Penalties**
7. **Violation of Unfair Competition Law**
8. **Private Attorneys General Act**

23
24 **RELEVANT PARTIES**

25 1. Plaintiffs Aaron Moses Rodriguez-Perez and Javier Bravo (“Plaintiffs”) are adult residents
26 of Fresno, California, and were at all times relevant residing in Fresno, California.

27 2. Defendant Fenix Logistix, Inc (“Defendant”) is a Delaware Corporation with its principal
28 place of business located in Sacramento, California. Defendant is registered to and does conduct

1 business in the State of California and is subject to the laws of the State of California. All acts and
2 omissions of Defendant employees as alleged herein occurred while they were acting within the
3 course and scope of their employment.

4 3. Plaintiffs are unaware of the true names or capacities of the Defendants sued herein as
5 DOES 1 through 100, inclusive (“Doe Defendants”), and therefore sues said Doe Defendants by
6 such fictitious names. Plaintiffs will seek leave of this Court to amend this Complaint to insert the
7 true names and capacities of such Doe Defendants when such information has been obtained.
8 Plaintiffs are informed and believe, and based on such information and belief allege, that each of the
9 fictitiously named Doe Defendants has participated in some way in the wrongful acts and omissions
10 alleged below, and is liable to Plaintiffs for damages and other relief to which Plaintiffs are entitled.
11 Defendant and Doe Defendants are collectively referred to as “Defendants”.

12 **JURISDICTION AND VENUE**

13 4. This action is properly filed in Fresno County because the acts and omissions that give rise
14 to Plaintiffs’ claims took place in Fresno, and Defendants transact substantial business in this
15 County.

16 5. This Court has jurisdiction over Defendants because Defendants’ unlawful conduct as
17 alleged herein occurred in Fresno, California and Plaintiffs suffered damages from such conduct
18 within Fresno, California.

19 **FACTUAL ALLEGATIONS**

20 6. At all times relevant, Plaintiffs were Defendants’ employees.

21 7. Plaintiff Aaron Moses Rodriguez-Perez was employed by Defendants from approximately
22 December 4, 2024 continuing and ongoing into the present.

23 8. Plaintiff Javier Bravo was employed by Defendants from approximately July 2024
24 continuing and ongoing into the present.

25 9. Defendants failed to provide Plaintiffs with compliant meal breaks Plaintiffs were typically
26 required to remain on call, on premises and on duty because there was no one to relieve them of
27 their job duties.

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1 10. Despite not being provided with compliant meal breaks, Defendant did not pay premium pay
2 for these missed breaks at Plaintiffs' regular rates of pay.

3 11. Defendant failed to provide Plaintiffs with compliant rest breaks because Plaintiffs were
4 required to remain on call, on premises and on duty because there was no one to relieve them.

5 12. Despite not being provided with compliant rest breaks, Defendant did not pay premium pay
6 for these missed breaks at Plaintiffs' regular rates of pay.

7 13. Defendants failed to pay Plaintiffs for all hours worked because the wage statements issued
8 to Plaintiffs did not accurately list total wages owed and hours worked, among other things.

9 14. Defendants failed to pay Plaintiffs all overtime owed because, at various times during the
10 course of their employment, Plaintiffs have been instructed to clock out for meal periods or at the
11 end of their shifts, but remain on-duty to continue performing job duties or assist other employees.
12 As a result, Plaintiffs have not been paid at least minimum wage for all hours worked.

13 15. Defendants failed to correctly pay all of Plaintiffs' overtime pay because Plaintiffs
14 periodically worked hours that entitled them to overtime compensation under the law but were not
15 fully compensated for those hours.

16 16. Defendants failed to reimburse Plaintiffs for all work-related expenses because Plaintiffs
17 were required to purchase various tools and other items in order to perform their work duties, and
18 were also required and/or expected to use their personal cell phones to perform work-related tasks, ,
19 but Defendants did not reimburse Plaintiffs for these expenses.

20 17. Defendants failed to provide Plaintiffs with accurate wage statements because, due to the
21 various wage and hour violations described herein, the wage statements issued to Plaintiffs did not
22 accurately list total wages owed and hours worked, among other things.

23 **CLASS ACTION ALLEGATIONS**

24 18. The class is defined as the following: "All non-exempt employees who worked for
25 Defendants in California as from four years prior to filing the case to the date of certification or
26 judgment, whichever is earlier."

27 19. There is a well-defined community of interest in the litigation and the proposed class is
28 ascertainable from Defendants' employment records.

- a. Numerosity: The members of the class as defined are so numerous that joinder of all class members is impracticable.
- b. Commonality: This action involves common questions of law and fact to the class because the action focuses on Defendants' course of conduct with respect to violating the Labor Code and IWC Wage Orders.
- c. Typicality: Plaintiffs' claims are typical of the claims of the class. Plaintiffs were subjected to the same violations and seek the same types of damages, restitution, and other relief on the same as those of the members of the class.
- d. Adequacy of Representation: Plaintiffs will fairly and adequately represent and protect the interests of the class. Plaintiffs understand the obligations as a class representative and is willing and able to fulfill them. Plaintiffs' counsel is competent and experienced in litigating employment class actions and complex litigation matters like this.
- e. Superiority of Class Action: A class action is superior to other available means for the efficient adjudication of this controversy. Class action treatment will allow similarly situated persons to pursue the claims in a manner that is most efficient and economical.
- f. Public Policy Considerations: Employees are often afraid to assert their rights out of fear of retaliation; thus, class actions provide the class members with anonymity that allows for vindication of rights while protecting privacy.

20. There are common questions of law and fact including but not limited to:

- a. Whether Defendants did not pay all minimum and overtime wages at the correct rates in violation of Labor code sections 510, 558 and 1194;
- b. Whether Defendants violated Labor Code section 512 and Wage Order 14 by not providing lawful meal and rest breaks;
- c. Whether Defendants violated Labor Code section 226 by providing inaccurate wage statements;

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- d. Whether Defendants violated Labor Code section 226.7 by not paying premium pay for missed meal and rest breaks;
- e. Whether Defendants engaged in unfair competition; and
- f. The amount of damages, wages, and penalties owed to Plaintiffs and the class.

PAGA ALLEGATIONS

21. Pursuant to Labor Code section 2699(a), any provision of the Labor Code which provides for a civil penalty to be assessed and collected by the Labor and Workforce Development Agency (“LWDA”) for violations of the Labor Code may, as an alternative, be recovered through a civil action brought by an aggrieved employee on behalf of himself or herself and other current or former employees pursuant to the procedures outlined in Labor Code section 2699.3.

22. Pursuant to Labor Code section 2699.3, an aggrieved employee may pursue a civil action under PAGA after the following requirement have been met:

23. The aggrieved employee has provided written notice by online filing to the LWDA and by certified mail to the employer (hereinafter “Employee’s Notice”) of the specific provisions of the Labor Code alleged to have been violated, including the facts and theories to support the alleged violations; and

24. The LWDA has provided notice (hereinafter “LWDA’s Notice”) to the employer and the aggrieved employee by certified mail that it does not intend to investigate the aggrieved employee’s claims. Upon receipt of the LWDA’s Notice, or if the LWDA does not provide such Notice within 65 calendar days of the postmark date of the Employee’s Notice, the aggrieved employee may commence a civil action pursuant to Labor Code section 2699 to recover civil penalties in addition to any other penalties to which the employee may be entitled.

25. On June 2, 2025, Plaintiff Aaron Rodriguez-Perez provided written notice by online filing to the LWDA and by certified mail to Defendants of specific provisions of the Labor Code alleged to have been violated by Defendants, including the facts and theories to support the alleged violations.

26. Upon expiration of the 65-day notice period, if the LWDA does not provide Plaintiff with written notice that it intends to investigate the alleged violations of the Labor Code, Plaintiffs will seek PAGA Penalties on behalf of all Aggrieved Employees.

1 27. The Aggrieved Employees are defined as “All other nonexempt, hourly employees, current
2 and former, who were employed by Defendants within one year prior June 2, 2025, through final
3 disposition of this action.”

4 **FIRST CAUSE OF ACTION**

5 **Failure to Provide Compliant Meal Periods**

6 **By Plaintiffs Against All Defendants**

7 28. Plaintiffs incorporate by reference the paragraphs above.

8 29. Labor Code section 512 and the Wage Orders provide that “an employer shall not employ an
9 employee for a work period of more than five hours per day without providing the employee with a
10 meal period of not less than 30 minutes” or “for a work period of more than 10 hours per day
11 without providing the employee with a second meal period of not less than 30 minutes”.

12 30. An employer provides compliant meal breaks to its employees “if it relieves its employees
13 of all duty, relinquishes control over their activities and permits them a reasonable opportunity to
14 take an uninterrupted 30-minute break.” (*Brinker Restaurant Corp. v. Superior Court*, 53 Cal.4th
15 1004, 1040 (2012)).

16 31. Not only must an employer affirmatively relieve its employees of all duty during their meal
17 breaks, it also must not “impede or discourage” its employees from taking compliant meal breaks.
18 (*Brinker*, supra).

19 32. Defendants failed to provide Plaintiffs with compliant meal breaks as alleged herein.

20 33. At all relevant times, Plaintiffs were employed by Defendant as a non-exempt employee
21 working shifts of five hours or longer.

22 34. For each day that Defendants failed to provide Plaintiffs with a compliant meal break,
23 Defendants were required to remit premium pay pursuant to Labor Code section 226.7(c), which is
24 one additional hour of pay at Plaintiffs’ regular rates of pay. (*Ferra v. Loews Hollywood Hotel,*
25 *LLC*, 11 Cal. 5th 858 (2021)).

26 35. Defendants failed to pay premium pay at Plaintiffs’ regular rates of pay for each day a meal
27 break was missed.

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1 36. Plaintiffs are therefore entitled to recover premium pay for missed meal breaks, interest,
2 penalties, attorney fees, and costs.

3 **SECOND CAUSE OF ACTION**

4 **Failure to Provide Compliant Rest Periods**

5 **By Plaintiffs Against All Defendants**

6 37. Plaintiffs incorporate by reference the paragraphs above.

7 38. Labor Code section 226.7 and the Wage Orders requires employers to authorize and permit
8 its employees to take rest periods based on the total hours worked daily at the rate of 10 minutes net
9 per four hours or major fraction thereof.

10 39. Furthermore, “[d]uring rest periods employers must relieve employees of all duties and
11 relinquish control over how employees spend their time.” (*Augustus v. ABM Sec. Servs., Inc.*, 2 Cal.
12 5th 257, 269 (2016)).

13 40. Defendants failed to provide Plaintiffs with compliant rest breaks as alleged herein.

14 41. For each day that Defendants failed to provide Plaintiffs with a compliant rest break,
15 Defendants were required to remit premium pay pursuant to Labor Code section 226.7(c), which is
16 one additional hour of pay at Plaintiffs’ regular rates of pay. (*Ferra v. Loews Hollywood Hotel,*
17 *LLC*, 11 Cal. 5th 858 (2021)).

18 42. Defendants failed to pay premium pay at Plaintiffs’ regular rates of pay for each day a rest
19 break was missed.

20 43. Plaintiffs are therefore entitled to recover premium pay for missed rest breaks, interest,
21 penalties, attorney fees, and costs.

22 **THIRD CAUSE OF ACTION**

23 **Failure to Pay for All Hours Worked**

24 **By Plaintiffs Against All Defendants**

25 44. Plaintiffs incorporate by reference the paragraphs above.

26 45. Labor Code sections 558 and 1194 and the Wage Orders require an employer to pay
27 employees minimum wages for all hours worked fewer than eight hours in a day and/or fewer than
28 40 hours in a workweek.

1 46. Defendants failed to pay Plaintiffs for all hours worked as alleged herein.

2 47. Plaintiffs are therefore entitled to recover all unpaid wages, liquidated damages, interest,
3 penalties, attorney fees, and costs.

4 **FOURTH CAUSE OF ACTION**

5 **Failure to Pay All Overtime Owed**

6 **By Plaintiffs Against All Defendants**

7 48. Plaintiffs incorporate by reference the paragraphs above.

8 49. Labor Code section 510 provides that “[a]ny work in excess of eight hours in one workday
9 and any work in excess of 40 hours in any one workweek and the first eight hours worked on the
10 seventh day of work in any one workweek shall be compensated at the rate of no less than one and
11 one-half times the regular rate of pay for an employee.”

12 50. Here, Defendants violated their duty to accurately and completely compensate the Class
13 Members for all overtime worked. The Plaintiffs and the Class Members periodically worked hours
14 that entitled them to overtime compensation under the law but were not fully compensated for those
15 hours.

16 51. Plaintiffs regularly worked in excess of eight hours per day and forty hours per week.

17 52. Due to the various wage and hour violations described herein, plaintiffs’ time spent working
18 was not always compensated as required by law.

19 53. Because plaintiffs spent 40 hours or more per week working “compensated” time, any
20 unrecorded time plaintiffs spent working should have been compensated at an overtime rate.

21 54. Therefore, Defendants failed to pay Plaintiffs all overtime wages owed as alleged herein.

22 55. Plaintiffs are therefore entitled to recover all unpaid overtime wages, liquidated damages,
23 interest, penalties, attorney fees, and costs.

24 **FIFTH CAUSE OF ACTION**

25 **Failure To Reimburse Work-Related Expenses**

26 **By Plaintiffs Against All Defendants**

27 56. Plaintiffs incorporate by reference the paragraphs above.

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1 57. Pursuant to Labor Code section 2802, an employer shall indemnify his or her employee for
2 all necessary expenditures or losses incurred by the employee in direct consequence of the
3 employee's discharge of his or her duties.

4 58. At all relevant times herein, Defendants were subject to Labor Code section 2804, which
5 states that “any contract or agreement, express or implied, made by any employee to waive the
6 benefits of this article or any part thereof, is null and void, and this article shall not deprive any
7 employee or his personal representative of any right or remedy to which he is entitled under the
8 laws of this State.”

9 59. Thus, Plaintiffs are entitled to reimbursement for the expenses they incurred during the
10 course of their duties. The duty to reimburse even extends to the use of equipment the employee
11 may already own and would be required to pay for anyway. (*Cochran v. Schwan’s Home Serv., Inc.*
12 (2014) 228 Cal.App.4th 1137, 1144 [“The threshold question in this case is this: Does an employer
13 always have to reimburse an employee for the reasonable expense of the mandatory use of a
14 personal cell phone, or is the reimbursement obligation limited to the situation in which the
15 employee incurred an extra expense that he or she would not have otherwise incurred absent the
16 job? The answer is that reimbursement is always required. Otherwise, the employer would receive a
17 windfall because it would be passing its operating expenses on to the employee.”].)

18 60. Defendants failed to reimburse Plaintiffs for necessary expenditures incurred as a direct
19 consequent and requirement of performing their job duties, including the costs associated with the
20 use of their personal cell phones and purchases of other necessary work-related tools and
21 equipment. Defendants thereby failed to comply with Labor Code section 2802 as alleged herein.

22 61. Plaintiffs are therefore entitled to reimbursement for all work-related expenses, penalties,
23 attorney fees, and costs.

24 **SIXTH CAUSE OF ACTION**

25 **Wage Statement Penalties**

26 **By Plaintiffs Against All Defendants**

27 62. Plaintiffs incorporate by reference the paragraphs above.

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63. Labor Code section 226(a) requires employers to provide itemized wage statements to its employees that identify accurate information regarding their compensation. Defendants, as a matter of policy and practice, failed in its affirmative obligation to provide accurate itemized wage statements to Plaintiffs in violation of Labor Code section 226(a).

64. As alleged herein, the wage statements that Defendants issued to Plaintiffs were inaccurate and incomplete.

65. Defendants knowingly and intentionally issued wage statements that were inaccurate and incomplete, and the issuance of inaccurate and incomplete wage statements caused injury to Plaintiffs in that Plaintiffs were unable to accurately verify and/or calculate their wages.

66. Plaintiffs are therefore entitled to the recovery of wage statement penalties, attorney fees, and costs.

SEVENTH CAUSE OF ACTION

Violation of Unfair Competition Law

By Plaintiffs Against All Defendants

67. Plaintiffs incorporate by reference the paragraphs above.

68. Defendants' conduct described herein constitutes unfair competition.

69. Specifically, Defendants have gained an unfair advantage over other similarly situated businesses by unlawfully reducing their overhead costs by not paying their employees what they are owed.

70. Pursuant to Business and Professions Code 17203, Plaintiffs are entitled to restitution of all wrongfully withheld wages.

71. Plaintiffs may recover attorney fees pursuant to Code of Civil Procedure section 1021.5.

EIGHTH CAUSE OF ACTION

Private Attorneys General Act

By Plaintiffs and the Aggrieved Employees Against All Defendants

72. Plaintiffs incorporate by reference the paragraphs above.

73. PAGA permits Plaintiffs and the Aggrieved Employees to recover civil penalties for the violation(s) of the Labor Code.

1 74. As alleged herein, Defendants' conduct violates numerous sections of the Labor Code.

2 75. With respect to violations of Labor Code sections 226.7 and 558 for Defendants' failure to
3 provide Plaintiffs and the Aggrieved Employees with compliant meal periods or compensation in
4 lieu thereof, the penalties in Labor Code sections 558 and 2699 apply.

5 76. With respect to violations of Labor Code section 226.7 for Defendants' failure to provide
6 Plaintiffs and the Aggrieved Employees with compliant rest periods or compensation in lieu thereof,
7 the penalties in Labor Code section 2699 apply.

8 77. With respect to violations of Labor Code section 1197 for Defendants' failure to compensate
9 Plaintiffs and the Aggrieved Employees for all minimum wages earned, the penalties in Labor Code
10 sections 1197.1 and 2699 apply.

11 78. With respect to violations of Labor Code section 510 for Defendants' failure to compensate
12 Plaintiffs and the Aggrieved Employees for all overtime wages earned, the penalties in Labor Code
13 sections 558, 1197.1, and 2699 apply.

14 79. With respect to violations of Labor Code section 226(a) for failure to provide accurate wage
15 statements to Plaintiffs and the Aggrieved Employees, the penalties in Labor Code sections 226.3
16 and 2699 apply.

17 80. With respect to violations of Labor Code section 2802 for failure to reimburse Plaintiffs and
18 the Aggrieved Employees for all work-related expenses, the penalties in Labor Code section 2699
19 apply.

20 81. Pursuant to Labor Code section 2699(k)(1), Plaintiffs further seek public injunctive relief in
21 the form of an Order enjoining Defendants from continuing to violate the California Labor Code in
22 the manner alleged herein.

23 82. Additionally, Plaintiffs and the Aggrieved Employees are entitled to attorney's fees pursuant
24 to Labor Code section 2699(g).

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1 **PRAYER FOR RELIEF**

2 WHEREFORE, Plaintiffs pray for judgment against Defendants as follows:

3 **1st Cause of Action**

- 4 1. Damages and/or penalties pursuant to Labor Code section 226.7
5 2. Interest
6 3. Attorneys' fees
7 4. Costs
8 5. Other relief the court deems proper

9 **2nd Cause of Action**

- 10 1. Damages and/or penalties pursuant to Labor Code section 226.7
11 2. Interest
12 3. Attorneys' fees
13 4. Costs
14 5. Other relief the court deems proper

15 **3rd Cause of Action**

- 16 1. Damages and/or penalties pursuant to Labor Code sections 558, 1194, 1197, and 1197.1
17 2. Liquidated damages
18 3. Interest
19 4. Attorneys' fees
20 5. Costs
21 6. Other relief the court deems proper

22 **4th Cause of Action**

- 23 1. Damages and/or penalties pursuant to Labor Code sections 510, 558, and 1194
24 2. Interest
25 3. Attorneys' fees
26 4. Costs
27 5. Other relief the court deems proper

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1 5th Cause of Action

- 2 1. Reimbursement of all work-related expenses
3 2. Attorneys' fees
4 3. Costs
5 4. Other relief the court deems proper

6 6th Cause of Action

- 7 1. Penalties pursuant to Labor Code section 226
8 2. Attorneys' fees
9 3. Costs
10 4. Other relief the court deems proper

11 7th Cause of Action

- 12 1. Restitution of all wrongfully withheld wages
13 2. Attorneys' fees
14 3. Costs
15 4. Other relief the court deems proper

16 8th Cause of Action

- 17 1. All applicable civil penalties available pursuant to Labor Code section 2698, et seq.
18 2. Public injunctive relief in the form of an Order enjoining Defendants from continuing to
19 violate the California Labor Code in the manner alleged herein
20 3. Attorneys' fees
21 4. Costs
22 5. Other relief the court deems proper

23
24 DATED: June 20, 2025

Rebecca Harteker

REBECCA HARTEKER
Attorney for Plaintiffs and the
Putative Class