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Attorneys for Plaintiff

SUPERIOR COURT OF CALIFORNIA

COUNTY OF RIVERSIDE

RUSSELL SANDERSON, an individual,
on behalf of himself, and all others similarly
situated,

Plaintiff,

vs.

IGLESIAS TRUCKING, a California
corporation; ALFRED IGLESIAS, an
individual; and DOES 1 through 50, inclusive

Defendants.

CASE NO. **CVSW2304015**

COMPLAINT FOR:

- 1) Failure to Provide Rest Periods – Cal. Labor Code 226.7;**
- 2) Failure to Provide Meal Periods – Cal. Labor Code 226.7**
- 3) Failure to Pay Minimum Wage – Cal. Labor Code 1197;**
- 4) Inaccurate Wage Statements – Cal. Labor Code 226;**
- 5) Waiting Time Penalties – Cal. Labor Code 201-203;**
- 6) Failure to Reimburse – Cal. Labor Code 2802;**
- 7) Failure to Pay All Wages Twice Per Month – Labor Code 204;**
- 8) Failure to Provide Employment Records – Labor Code 1198.5 and 432; and**
- 9) Violations Of California Labor Code Section 2698 *et seq.***

DEMAND FOR A JURY TRIAL

1 Plaintiff Russell Sanderson ("Plaintiff"), in his representative capacity, and on his own
2 behalf, complains and alleges as follows:

3 **INTRODUCTION**

4 1. Plaintiff was employed by Iglesias Trucking ("Trucking"), a California
5 corporation, and its owner, Alfred Iglesias ("Iglesias") (defendants referred to collectively as
6 "Defendants"). Plaintiff brings this action pursuant to the Private Attorneys General Act of 2004
7 ("PAGA"), California Labor Code § 2698 *et seq.* on a representative basis. All current and
8 former non-exempt employees of Defendants are aggrieved employees ("Employees").
9 Employees were classified, albeit incorrectly, as independent contractors. Defendants employed
10 Employees at moving company called Iglesias Trucking, located at 45525 CA-79, #179
11 Aguanga, CA 92536.

12 2. The California Labor Code requires employers to provide its Employees, among
13 other things, itemized wage statements, minimum wages, overtime wages, all wages twice per
14 month, reporting time wages, reimbursements and prompt payment of wages upon termination.

15 3. Defendants failed to pay Plaintiff minimum wage for all hours worked.

16 4. Defendants required Employees to work off the clock and failed to pay employees
17 for time worked off the clock and failed to pay Employees for all time worked off the clock.

18 5. Defendants failed to provide Plaintiff with accurate wage statements indicating all
19 hours worked and the applicable hourly rate.

20 6. Defendants paid Employees wages by personal check and failed to provide
21 Employees with wage statements.

22 7. Defendants required Plaintiff and Employees to use their personal cell phones and
23 personal vehicles as a requirement of their employment and failed to reimburse Plaintiff and the
24 other aggrieved employees accordingly.

25 8. Defendants failed to provide Plaintiff and Employees with sick leave.

26 9. As Plaintiff is no longer employed by Defendants, Defendants have continuously
27 failed to pay Plaintiff all wages owed and due.

28 10. Plaintiff, in his representative capacity, seeks civil penalties on behalf of himself

1 and other aggrieved employees for the above acts as well as those identified below, which violate
2 PAGA.

3 **ALLEGATIONS**

4 11. On January 26, 2023, Plaintiff electronically filed a complaint with the LWDA,
5 case number LWDA-CM-931991-23, paid the statutory fee to the LWDA and sent a letter via
6 certified mail to Defendants informing it of Plaintiff's complaints alleged herein. Plaintiff has
7 not received notice of any attempts to cure by Defendants. Attached hereto as Exhibit "A" is a
8 true and correct copy of the email confirmation received by Plaintiff's counsel of the online
9 submission to the LWDA and payment of the \$75 filing fee.

10 12. The LWDA did not provide notice of its intention to investigate Defendants'
11 alleged violations by March 27, 2023 – or sixty-five days after notice – and Defendants did not
12 provide any notice of their intent to cure the alleged violations.

13 13. Defendants employed individuals throughout the State of California within one
14 (1) year of the filing of the Complaint. Defendants employed Employees as movers for its
15 moving company. Employees' job duties included but were not limited to loading furniture into
16 Defendants' moving trucks and unloading furniture from the moving trucks into Defendants'
17 customers' homes.

18 14. As explained further below, Employees were not paid all wages owed to them and
19 were therefore not paid all wages at the time required by the Labor Code. They were also not
20 provided with meal and rest periods and did not receive premium pay as required by the Labor
21 Code.

22 15. Employees were neither free from the control nor direction of Defendants in the
23 performance of their work, whether under contract or in fact. Defendants would hire Employees
24 and then set their schedules. Employees were expected to arrive at the business location at a set
25 time in the morning and would then be told where they would drive the truck to load and unload
26 furniture. Defendants set Employees' standards of conduct. Employees were expected to
27 conduct themselves in accordance with Defendants' standards and were subject to adverse
28 employment action when they fell below these standards.

1 16. Employees were not performing work that is outside the Defendants' business.
2 Defendants are in the business of providing residential moving services. Employees were hired
3 to move furniture for Defendants' customers.

4 17. Employees were not engaged in an independently established trade, occupation,
5 or business of the same nature as the work performed for the Defendants. Moving companies
6 typically employ movers. Employees are all a part of the regular operations of a moving
7 company.

8 18. Employees were paid weekly by check. However, in violation of California
9 Labor Code section 226, Employees were not provided, accurate wage statements semimonthly
10 or at the time of each payment of wages, showing gross wages earned, total hours worked, all
11 deductions, net wages earned, the inclusive dates of the pay period, the hourly rates in effect
12 during the pay period, the employee's name and employee's number or last 4 digits of their
13 social security number and the name and address of the Employer. In fact, Employees were not
14 provided with a wage statement of any kind when paid.

15 19. Labor Code Section 204 provides that all wages earned are due twice during each
16 calendar month. Employees were only paid for time working up until the point they were done
17 unloading furniture at Defendants' customers' homes. Defendants failed to pay Employees for
18 any time travel back to Defendants' warehouse or for any time spent cleaning and unloading the
19 truck once they returned.

20 20. Labor Code Sections 201 - 202 requires an employer to pay all wages due and
21 owing within 24 hours of termination or within 72 hours when the employee terminated the
22 relationship without notice. As explained above, Defendants failed to pay all wages due and
23 owing to Employees during their employment. Neither did Defendants pay these wages owed
24 upon termination. Therefore, Defendant failed to pay all wages dues and owing upon
25 termination pursuant to Labor Code section 203.

26 21. Defendants' busy schedule and long drive times prevented Employees from being
27 able to take rest breaks and lunch breaks. At all times during the course of the Employees'
28 employment with the Defendants, Employees have been unable to take meal periods and rest

breaks as required by the California Labor Code, even though Employees are non-exempt and entitled to such breaks. As such, Defendants know or should know that Employees are missing meal and rest periods. Defendants regularly failed to pay meal and rest period premium pay when the breaks are missed/discouraged. All of the above-mentioned violations amount to violations of California Labor Code section 226.7.

22. Defendants regularly failed to pay all wages due and owing to Employees for all hours worked. In fact, Defendants required Employees to call once they finished unloading furniture at the customers house to clock out for the day and did not pay Employees for any time spent traveling back to Defendants' place of business or for time spent unloading the moving supplies from the trucks at Defendants' place of business. Employees hourly rate was less than the applicable minimum wage set by the State of California. The result is that Defendants failed to pay minimum wage for all hours worked.

23. Labor Code Section 2802 requires an employer to indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties. Often, when there was not enough room in the cabin of Defendants' truck, Employees were required to drive their personal vehicles to customers' locations to load and unload customer furniture. Employees were not reimbursed for gas or for use of their personal vehicles, nor were they reimbursed for use of their personal cell phones that they were required to use to perform their duties for Defendants including for driving to customers' homes and reporting to Defendants when jobs were complete.

24. Defendants required Employees to give Defendants all tips and gratuities that were paid by customers to Employees and failed to pay Employees those tips and gratuities.

25. Employees are entitled to sick leave under California Labor Code section 246. Sick Employees had to choose to work while sick or forgo pay. Defendants did not provide sick leave and Employees' paychecks did not include statements regarding accrued sick leave as required by the Healthy Workplaces, Healthy Families Act of 2014.

26. Labor Code Section 1198.5 requires an employer make personnel files and all records an employer maintains relating to performance, grievance(s) and other documents

1 available upon request from the employee or former employee within 30 days. Employer failed
2 to produce said documents upon request.

3 27. Labor Code Section 432 requires an employer make documents signed by the
4 employee which relate to obtaining or holding of employment with employer available upon
5 request by the employee or former employee. Defendants failed to produce said documents upon
6 request.

7 28. On September 20, 2022, counsel for Plaintiff mailed Defendants a letter
8 requesting Plaintiff's employment records pursuant to California Labor Code sections 1198.5,
9 432, and 226. Defendants failed to provide any of the requested records in Plaintiff's
10 employment file. Attached hereto as Exhibit "B" is a true and correct copy of the letter Plaintiff
11 mailed to Defendants.

12 **JURISDICTION AND VENUE**

13 29. This Court has jurisdiction over Plaintiff's claims for damages and for civil
14 penalties under PAGA. Venue is proper in this judicial district pursuant to California Code of
15 Civil Procedure section 395(a) as Plaintiff resides in the County of Los Angeles.

16 30. The amount in controversy exceeds the jurisdictional minimum of this Court.

17 **III.**

18 **PARTY ALLEGATIONS**

19 **A. Plaintiff Russell Sanderson**

20 31. At all times at issue herein, Plaintiff was a resident of Riverside County,
21 California. Plaintiff was employed by Defendants as a non-exempt employee in Riverside
22 County, California, during the one-year period preceding the filing on this Complaint.

23 32. Plaintiff, like other aggrieved employees, was paid an hourly wage throughout his
24 employment with Defendant.

25 **B. Defendant Iglesias Trucking**

26 33. Defendant Iglesias Trucking is a corporation organized and formed under the laws
27 of the state of California, with its principal place of business located in the State of California.
28 The acts complained of, which are the subject of this action, occurred, in substantial part, in the

1 State of California.

2 **C. Defendant Alfred Iglesias**

3 34. Plaintiff is informed and believes, and on that basis alleges, Defendant Alfred
4 Iglesias is an officer or director of Defendant Iglesias Trucking and was primarily responsible for
5 creating the policies and procedures at issue in this Complaint. Plaintiff is further informed and
6 believes that Defendant Alfred Iglesias is a citizen of the State of California and resides in the
7 County of Riverside.

8 **D. Doe Defendants**

9 35. Except as described herein, Plaintiff is ignorant of the true names of Defendants
10 sued as DOES 1 through 50, inclusive, and the nature of their wrongful conduct, and therefore
11 sues these DOE Defendants by such fictitious names. Plaintiff will seek leave of the Court to
12 amend this complaint to allege their true names and capacities when ascertained.

13 **E. Agency/Aiding And Abetting**

14 36. At all times herein mentioned, Defendants, and each of them, were agents or joint
15 venturers of each of the other Defendants, and in doing the acts alleged herein, were acting
16 within the course and scope of such agency. Each Defendant had actual and/or constructive
17 knowledge of the acts of each of the other Defendants, and ratified, approved, joined in,
18 acquiesced and/or authorized the wrongful acts of each co-Defendant, and/or retained the
19 benefits of said wrongful acts.

20 37. Defendants, and each of them, aided and abetted, encouraged and rendered
21 substantial assistance to the other Defendants in breaching their obligations to Plaintiff and
22 aggrieved Employees, as alleged herein. In taking action, as particularized herein, to aid and
23 abet and substantially assist the commissions of these wrongful acts and other wrongdoings
24 complained of, each of the Defendants acted with an awareness of his/her/its primary
25 wrongdoing and realized that his/her/its conduct would substantially assist the accomplishment
26 of the wrongful conduct, wrongful goals, and wrongdoing.

27 38. Under California Labor Code section 558.1, "Any employer or other person
28 acting on behalf of an employer, who violates, or causes to be violated, any provision regulating

1 minimum wages or hours and days of work in any order of the Industrial Welfare Commission,
2 or violates, or causes to be violated, Sections 203, 226, 226.7, 1193.6, 1194, or 2802, may be
3 held liable as the employer for such violation.” Moreover, “term ‘other person acting on behalf
4 of an employer’ is limited to a natural person who is an owner, director, officer, or managing
5 agent of the employer, and the term “managing agent” has the same meaning as in subdivision
6 (b) of Section 3294 of the Civil Code.” Defendant Alfred Iglesias is an “other person acting on
7 behalf of an employer,” as defined by the Labor Code, and is liable under Labor Code 558.1 for
8 all violations alleged herein as the employer.

9 **FIRST CAUSE OF ACTION**

10 **Failure to Provide Rest Periods**

11 **On Behalf of Plaintiff, individually, against all Defendants and DOES 1-50**
12 **(California Labor Code § 226.7)**

13 39. Plaintiff incorporates by reference each and every paragraph of this Complaint as
14 if fully set forth herein.

15 40. At all times herein mentioned, Plaintiff was a non-exempt employee subject to
16 the “rest period” provisions of IWC Wage Order 9 and Labor Code section 226.7.

17 41. During his employment, Plaintiff was not provided with rest periods as required
18 by the law.

19 42. Wages are due to employees for “all hours worked” under applicable IWC
20 Orders, including No. 9, and applicable laws, rules, orders, requirements, and regulations.
21 Plaintiff requests relief pursuant to Labor Code § 226.7(b), which provides for one hour of
22 additional pay at the employee’s regular rate of pay for each rest period not provided. Plaintiff
23 demands all applicable wages for rest periods not provided by Defendants.

24 **SECOND CAUSE OF ACTION**

25 **Failure to Provide Meal Periods**

26 **On Behalf of Plaintiff, individually, against all Defendants and DOES 1-50**
27 **(California Labor Code § 226.7)**

28 43. Plaintiff incorporates by reference each and every paragraph of this Complaint as
if fully set forth herein.

44. At all times herein mentioned, Plaintiff was a non-exempt employee subject to the
“meal period” provisions of IWC Wage Order 9 and Labor Code section 226.7.

1 45. During his employment, Plaintiff was not provided all meal periods during work
2 days in which he worked over 4 hours.

3 46. Wages are due to employees for “all hours worked” under applicable IWC
4 Orders, including No. 9, and applicable laws, rules, orders, requirements, and regulations.
5 Plaintiff requests relief pursuant to Labor Code § 226.7(b), which provides for one hour of
6 additional pay at the employee’s regular rate of pay for each meal period not provided. Plaintiff
7 demands all applicable wages for meal periods not adequately provided by Defendants

8 **THIRD CAUSE OF ACTION**
9 **Failure to Pay Minimum Wage**
10 **On Behalf of Plaintiff, individually, against all Defendants and DOES 1-50**
11 **(Violation of California Labor Code § 1197)**

12 47. Plaintiff incorporates by reference each and every paragraph of this Complaint as
13 if fully set forth herein.

14 48. At all times herein mentioned, Plaintiff was a non-exempt employee subject to the
15 provisions of IWC Wage Order 9 and Labor Code section 1197.

16 49. As a result of Defendants’ failure to pay all wages Plaintiff was owed, Defendants
17 failed to pay Plaintiff the minimum wage fixed by the commission or by state law for all hours
18 Plaintiff worked.

19 50. Plaintiff is entitled to recover the unpaid balance of all minimum wages owed to
20 her under California Labor Code section 1194, as well as liquidated damages, attorneys’ fees,
21 costs, interest, and any other awards allowed by the Court pursuant to California Labor Code
22 1197, 1197.1, 1194, and 1194.2.

23 **FOURTH CAUSE OF ACTION**
24 **Failure to Provide Accurate Wage Statements**
25 **On Behalf of Plaintiff, individually, against all Defendants and DOES 1-50**
26 **(Violation of California Labor Code § 226)**

27 51. Plaintiff incorporates by reference each and every paragraph of this Complaint as
28 if fully set forth herein.

 52. At all times herein mentioned, Plaintiff was a non-exempt employee subject to the
provisions of IWC Wage Order 9 and Labor Code section 226.

 53. Labor Code § 226(a) requires employers to furnish semi-monthly, or at the time

1 of each payment of wages, each employee with a statement itemizing, *inter alia*, the gross wages
2 earned and net wages earned. Labor Code § 226(e) provides that if an employer knowingly and
3 intentionally fails to provide a statement itemizing, *inter alia*, the gross wages and net wages
4 earned, then the employee is entitled to recover the greater of all actual damages, or fifty dollars
5 (\$50) for the initial violation and one hundred dollars (\$100) for each subsequent violation up to
6 four thousand dollars (\$4,000).

7 54. Plaintiff did not receive accurate wage statements from Defendants showing all
8 wages earned.

9 55. Labor Code Section 226 states that wage statements must provide a statement of
10 gross and net wages earned, in addition to the hours worked at each rate of pay and the name and
11 address of the Employer.

12 56. Defendants failed to provide wage statements to Employees, including Plaintiff,
13 with the correct address and the correct business name on the wage statement.

14 57. Defendants knowingly and intentionally failed to furnish Plaintiff with accurate
15 itemized statements showing all amounts owed, as required by Labor Code § 226(a).
16 Accordingly, Defendants have failed to provide Plaintiff accurate wage statements showing all
17 her hours worked and the wages earned. As a result, Defendants are liable to Plaintiff for the
18 amounts provided by Labor Code § 226.

19 58. As a consequence of Defendants' actions, Plaintiff has been injured and is entitled
20 to all available statutory penalties, costs and reasonable attorneys' fees, including those provided
21 in California Labor Code § 226(e), as well as all other available remedies.

22 **FIFTH CAUSE OF ACTION**

23 **Waiting Time Penalties**

24 **On Behalf of Plaintiff, individually, against all Defendants and DOES 1-50**
25 **(Labor Code §§ 201-203)**

26 59. Plaintiff incorporates by reference each and every paragraph of this Complaint as
27 if fully set forth herein.

28 60. At all times herein mentioned, Plaintiff was a non-exempt employee subject to the
provisions of IWC Wage Order 9 and Labor Code sections 201-203.

61. Defendants have willfully failed to pay, without abatement, wages owed to Plaintiff upon the termination of Plaintiff's and Defendants' employment relationship.

62. Plaintiff's employment relationship with Defendants has terminated.

63. It has been more than 30 days since all wages due and owing to Plaintiff upon termination have been due.

64. Plaintiff is entitled to continuing wages in an amount not to exceed 30 days because of Defendants' failure to pay all wages owed.

SIXTH CAUSE OF ACTION
Failure to Reimburse for Business Expenses
On Behalf of Plaintiff, individually, against all Defendants and DOES 1-50
(California Labor Code § 2802)

65. Plaintiff incorporates by reference each and every paragraph of this Complaint as if fully set forth herein.

66. At all times herein mentioned, Plaintiff was a non-exempt employee subject to the provisions of IWC Wage Order 9 and Labor Code section 2802.

67. Plaintiff was required to utilize his personal cell phone and personal vehicle for business-related purposes, including but not limited to calling or texting Defendants to report job completions and to/from drive to job sites.

68. Plaintiff was not provided reimbursement, or even offered reimbursement, for use of his personal cell phone by Defendants despite the fact that he was required to use his personal cell phone for work-related purposes for the benefit of Defendants.

69. California Labor Code Section 2802 provides that an employer “shall indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties....”

70. Plaintiff requests relief pursuant to Labor Code § 2802(c), which provides for the reimbursement of necessary business expenditures along with appropriate interest, costs, and attorneys' fees.

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SEVENTH CAUSE OF ACTION
Failure to Pay All Wages Twice Per Month
On Behalf of Plaintiff, individually, against all Defendants and DOES 1-50
(California Labor Code § 204)

71. Plaintiff incorporates by reference each and every paragraph of this Complaint as if fully set forth herein.

72. At all times herein mentioned, Plaintiff was a non-exempt employee subject to the provisions of IWC Wage Order 9 and Labor Code section 204.

73. During his employment, Plaintiff was not paid all wages earned twice per month.

74. Wages earned by any person in any employment are due and payable twice during each calendar month, on days designated in advance by the employer as the regular paydays. Employers who violation section 204 shall be subject to a civil penalty under Labor Code section 210(a) of \$100 for each failure to pay each employee for an initial violation and for each subsequent violation, \$200 for failure to pay each employee, plus 25 percent of the amount withheld.

75. Plaintiff demands all applicable penalties pursuant to Labor Code section 210(a).

EIGHTH CAUSE OF ACTION
Failure to Provide Employment Records
On Behalf of Plaintiff, individually, against all Defendants and DOES 1-50
(Labor Code §§ 1198.5 and 432)

76. Plaintiff incorporates by reference each and every paragraph of this Complaint as if fully set forth herein.

77. At all times herein mentioned, Plaintiff was a non-exempt employee subject to Labor Code sections 1198.5 and 432 and IWC Wage Order 9.

78. Labor Code Section 1198.5 requires an employer to make personnel files and all records an employer maintains relating to performance, grievance(s) and other documents available upon request from the employee or former employee within 30 days.

79. Defendants failed to produce said documents upon request.

80. An employer is subject to a penalty of \$750 pursuant to Labor Code section 1198.5(k) for a violation of section 1198.5.

81. Labor Code Section 432 requires an employer make documents signed by the

employee which relate to obtaining or holding of employment with employer available upon request by the employee or former employee.

82. Defendants failed to produce said documents upon request.

83. During the liability period Plaintiff was subject to Defendants' policy and by failing to pay all wages has been injured in an amount which can be determined by Defendants' records.

NINTH CAUSE OF ACTION

Private Attorneys General Act ("PAGA") On Behalf of Plaintiff and all other Aggrieved Employees, against all Defendants and DOES 1-50 (Violation of California Labor Code § 2698 *et seq.*)

84. Plaintiff is an "aggrieved employee" under PAGA, as she was employed by Defendants during the applicable statutory period and suffered one or more of the Labor Code violations set forth herein. Accordingly, she seeks to recover on behalf of herself and all other current and former aggrieved employees of Defendant, the civil penalties provided by PAGA, plus reasonable attorneys' fees and costs.

85. Plaintiff seeks to recover the PAGA civil penalties through a representative action permitted by PAGA and the California Supreme Court in *Arias v. Superior Court* (2009) 46 Cal.4th 969. Therefore, class certification of the PAGA claims is not required.

86. Plaintiff seeks civil penalties pursuant to PAGA for violations of the following Labor Code provisions:

- a) § 201 (duty to pay all wages earned at time of discharge);
- b) § 202 (duty to pay all wages earned within 72 hours of resignation);
- c) § 203 (liability for wages continues as penalty from date of violation of sections 201 or 202 (waiting-time penalty));
- d) § 204 (duty to pay wages earned within prescribed time limit);
- e) § 208 (duty to pay final wages to discharged employee at place of discharge or resigning employee at office in county where employee performed labor);
- f) § 226(a) (duty to provide accurate wage statements at time of each wage

1 payment);

2 g) § 226.7 (duty to provide meal and rest periods as mandated by the IWC,
3 obligation to pay meal- and rest-period premium pay);

4 h) § 226.8 (willful misclassification of employees as independent
5 contractors);

6 i) § 246 (duty to provide paid sick leave to employees);

7 j) § 558 (individual liability for violation of sections 500-556 or any
8 provision of any IWC wage order);

9 k) § 1174 (duty to keep payroll and time records);

10 l) § 1182.12 (establishing minimum wage for all industries);

11 m) § 1194 (duty to pay minimum wage for all hours worked despite an
12 agreement to the contrary);

13 n) § 1197 (duty to pay minimum wage for all hours worked);

14 o) § 1198 (duty to abide by standard conditions of labor fixed by the IWC);

15 p) § 1198 (duty to reimburse for business related expenses);

16 q) § 2802 (duty to reimburse for necessary business expenses)

17 r) 8 Cal. C. Regs. § 11010 et seq. (duty to pay reporting time wages);

18 s) All related terms, conditions, and labor standards and conditions set forth
19 in the California Labor Code and the relevant orders of the IWC, including
20 but not limited to Wage Order 9-2001.

21 87. With respect to violations of Labor Code sections 201, 202, and 203, the wages of
22 the employee shall continue as a penalty from the due date thereof at the same rate until paid or
23 until an action therefor is commenced; but the wages shall not continue for more than 30 days.

24 88. With respect to violations of Labor Code section 226, Labor Code 226.3 imposes
25 a civil penalty in addition to any other penalty provided by law of \$250 per aggrieved employee
26 for the first violation, and \$1,000 per aggrieved employee for each subsequent violation of Labor
27 Code section 226(a).

28 89. With respect to a pattern or practice of violations of Labor Code section 226.8,

1 Labor Code section 226.8(c) imposes a civil penalty of not less than ten thousand dollars
2 (\$10,000) and not more than twenty-five thousand dollars (\$25,000) for each violation, in
3 addition to any other penalties or fines permitted by law.

4 90. With respect to violations of section 204, Labor Code section 210(a) imposes a
5 penalty of \$100 for each failure to pay each employee for an initial violation and for each
6 subsequent violation or willful and intentional violation, \$200 for failure to pay each employee,
7 plus 25 percent of the amount withheld.

8 91. Labor Code section 2699 et seq. imposes a civil penalty of \$100 per pay period,
9 per aggrieved employee for initial violations, and \$200 per pay period, per aggrieved employee
10 for subsequent violations for all Labor Code provisions for which a civil penalty is not
11 specifically provided.

12 92. Labor Code section 2699 et seq. imposes a civil penalty of \$100 per pay period,
13 per aggrieved employee for initial violations, and \$200 per pay period, per aggrieved employee
14 for subsequent violations for all Labor Code provisions for which a civil penalty is not
15 specifically provided.

16 93. To the extent applicable, Plaintiff has satisfied the requirements of Labor Code
17 section 2699.3.

18 **PRAYER FOR RELIEF**

19 WHEREFORE, Plaintiff, on behalf of himself individually and all aggrieved employees,
20 prays for the following judgment against Defendant:

21 A. That Plaintiff have and recover a judgment against Defendants in an amount to be
22 determined at trial for expenses of this litigation, including, but not limited to, reasonable
23 attorney's fees and costs;

24 B. That Plaintiff have and recover a judgment against Defendants for all pre-
25 judgment and post-judgment interest;

26 C. That the Court find that Defendants have violated Labor Code §§ 201, 202, 203,
27 204, 208, 226, 226.7, 226.8, 248, 558, 1174, 1182.12, 1195.8, 1194, 1197, 1198, 2698 et seq.,
28 2802, 8 Cal. C. Regs. § 11010 and all applicable IWC Wage Orders;

1 D. That the Court find that Defendants have violated California Labor Code section
2 1194 and 1197 by failing to pay minimum wages to Plaintiff and other Aggrieved Employees;

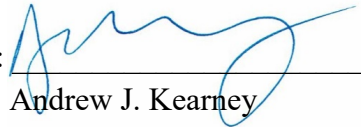
3 E. An award of civil penalties pursuant to PAGA;

4 F. An award of reasonable attorneys' fees and costs pursuant to California Labor
5 Code §§ 226, 1194, 2699(g) and/or other applicable law; and

6 G. That Plaintiff have such other relief as provided for by law and/or this Court
7 deems just and proper.

8
9 Dated: May 23, 2023

KEARNEY LITTLEFIELD, LLP

10
11 By: 

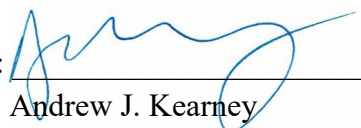
Andrew J. Kearney

12
13 **DEMAND FOR JURY TRIAL**

14 Plaintiff, on behalf of herself and all others similarly situated, hereby requests a jury trial
15 on the claims so triable.

16 Dated: May 23, 2023

KEARNEY LITTLEFIELD, LLP

17
18 By: 

Andrew J. Kearney

Exhibit A

Andrew Kearney

From: noreply@salesforce.com on behalf of LWDA DO NOT REPLY <lwdadonotreply@dir.ca.gov>
Sent: Thursday, January 26, 2023 4:33 PM
To: Andrew Kearney
Subject: Thank you for submission of your PAGA Case.

1/26/2023

LWDA Case No. LWDA-CM-931991-23
Law Firm : Kearney Littlefield LLP
Plaintiff Name : Russell Sanderson
Employer: Iglesias Trucking
Filing Fee : \$75.00
IFP Claimed : No

Item submitted: Initial PAGA Notice

Thank you for your submission to the Labor and Workforce Development Agency. Please make a note of the LWDA Case No. above as you may need this number for future reference when filing any subsequent documents for this Case.

If you have questions or concerns regarding this submission or your case, please send an email to pagainfo@dir.ca.gov.

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website: http://labor.ca.gov/Private_Attorneys_General_Act.htm



KEARNEY LITTLEFIELD LLP

ANDREW J. KEARNEY
ajk@kearneylittlefield.com

100 N. BRAND BLVD., SUITE 424
GLENDALE, CA 91203
TEL: (213) 473-1900
FAX: (213) 473-1919

January 26, 2023

Via Online Submission Only

Labor & Workforce Development Agency
Attention: 2699 Claims
800 Capitol Mall, MIC-55
Sacramento, CA 95814

Labor & Workforce Development Agency
Attention: PAGA Administrator
1515 Clay Street, Ste. 801
Oakland, CA 94612

Via Certified Mail, Return Receipt Requested

Iglesias Trucking
c/o Holly Gene Iglesias
45525 CA-79, #179
Aguanga, CA 92536

Alfred Iglesias
45525 CA-79, #179
Aguanga, CA 92536

Re: Notice of Labor Code Violations and Demand Pursuant to California Labor Code § 2699 et. seq.

Dear Labor & Workforce Development Agency:

My office represents Russell Sanderson, and other employees who are similarly situated (the, “Employees”), on whose behalf my client is pursuing claims for Labor Code violations against her former employer, Iglesias Trucking, a California corporation and its owner, Alfred Iglesias (collectively referred to as “Employer”). Under the Labor Code Private Attorney’s General Act of 2004 (“PAGA”), the purpose of this letter is to satisfy the

requirements of Labor Code section 2699.3 and all other applicable notice and exhaustion requirements.

Our investigation has revealed that the Employer has violated and/or is liable under numerous provisions of California law with respect to the Employees, including but not limited to the following sections of the California Labor Code and other minimum standards and conditions of Employment as follows:

- § 201 (duty to pay all wages earned at time of discharge)
- § 202 (duty to pay all wages earned within 72 hours of resignation)
- § 203 (liability for wages continues as penalty from date of violation of sections 201 or 202 (waiting-time penalty))
- § 204 (duty to pay wages earned within prescribed time limit)
- § 208 (duty to pay final wages to discharged employee at place of discharge or resigning employee at office in county where employee performed labor)
- § 210 (civil penalty for violations of sections 201.3, 204, 204b, 204.1, 204.2, 205, 205.5, and 1197.5)
- § 226(a) (duty to provide accurate wage statements at time of each wage payment)
- § 226.3 (civil penalty for violation of 226(a))
- § 226.6 (duty for employer and all officers, agents, employees, etc., to refrain from knowingly and intentionally violating any provision of section 226)
- § 226.7 (duty to provide meal and rest periods as mandated by the IWC, obligation to pay meal- and rest-period premium pay)
- § 226.8 (willful misclassification of employees as independent contractors)
- § 246 (duty to provide paid sick leave to employees)
- § 351 (duty not to steal employees' tips)
- § 558 (individual liability for violation of sections 500-556 or any provision of any IWC wage order)
- § 1174 (duty to keep payroll and time records)
- § 1174.5 (civil penalty for failure to keep and maintain accurate records)
- § 1182.12 (establishing minimum wage for all industries)
- § 1194 (duty to pay minimum wage for all hours worked despite an agreement to the contrary)
- § 1194.2 (employee entitled to liquidated damages for employer's failure to pay minimum wages)
- § 1197 (duty to pay minimum wages set by IWC)
- § 1197.1 (civil penalties and restitution against any employee or person who pays or causes to be paid less than minimum wage to an employee)
- § 1198 (duty to abide by standard conditions of labor fixed by the IWC)
- § 1198 (duty to reimburse for business related expenses)

- All related terms, conditions, and labor standards and conditions set forth in the California Labor Code and the relevant orders of the IWC, including but not limited to Wage Order 9-2001.

The following is the general factual background giving rise to these violations:

Employees worked for Employer for at least some time in the last year. Employer employed Employees at moving company called Iglesias Trucking, located at 45525 CA-79, #179 Aguanga, CA 92536. Employees' job duties included but were not limited to driving moving trucks, loading furniture into the moving trucks, and unloading furniture from the moving trucks into customer homes. Employees worked at Employer's business providing the typical services of a moving company. Employees were paid less than the minimum wage for each hour they worked. Employer misclassified Employees as independent contractors and failed to pay for all hours worked by Employees. As explained further below, Employees were not paid all wages owed to them and were therefore not paid all wages at the time required by the Labor Code. They were also not provided with meal and rest periods and did not receive premium pay as required by the Labor Code. Employer provided Employees with the owner's simple personal check signed by the owner, Alfred Iglesias, that had no explanation of pay, i.e. did not provide a "wage statement." Employees were not provided paid sick leave. My client believes that Alfred Iglesias established Employer's practices and policies, including those complained of, and continues to oversee and direct business operations.

In violation of California Labor Code section 226.8 Employer misclassified Employees as independent contractors.

Employees were neither free from the control nor direction of Employer in the performance of their work, whether under contract or in fact. Employer would hire Employees and then set their schedules. Employees were expected to arrive at the business location at a set time in the morning and would then be told where they would drive the truck to load and unload furniture. Employer set Employees' standards of conduct. Employees were expected to conduct themselves in accordance with Employer's standards and were subject to adverse employment action when they fell below these standards.

Employees were not performing work that is outside the Employer's business. Employer is in the business of providing residential moving services. Employees were hired to move furniture for customers of Employer.

Employees were not engaged in an independently established trade, occupation, or business of the same nature as the work performed for the Employer. Moving companies typically employ movers. These employees are all a part of the regular operations of a moving company.

Employer's busy schedule and long drive times prevented Employees from being able to take rest breaks and lunch breaks. At all times during the course of the Employees' employment with the Employer, Employees have been unable to take meal periods and rest breaks as required by the California Labor Code, even though Employees are non-exempt and entitled to such breaks. As such, Employer knows or should know that Employees are missing meal and rest periods. Employer regularly failed to pay meal and rest period premium pay when the breaks are missed/discouraged. All of the above-mentioned violations amount to violations of California Labor Code section 226.7.

Employer regularly failed to pay all wages due and owing to Employees for all hours worked. In fact, Employer required Employees to call once they finished unloading furniture at the customers house to clock out for the day and did not pay Employees for any time spent traveling back to Employer's place of business or for time spent unloading the moving supplies from the trucks at Employer's place of business. Employees hourly rate was less than the applicable minimum wage set by Los Angeles County. The result is that Employer failed to pay minimum wage for all hours worked.

Employer regularly failed to pay its Employees in compliance with Labor Code Section 204. Labor Code Section 204 requires all wages be paid twice each month. The result of Employer paying its Employees less than minimum wage is that Employer also failed to pay all wages owed twice per month.

Employees were paid weekly by check. However, in violation of California Labor Code section 226, Employees were not provided, accurate wage statements semimonthly or at the time of each payment of wages, showing gross wages earned, total hours worked, all deductions, net wages earned, the inclusive dates of the pay period, the hourly rates in effect during the pay period, the employee's name and employee's number or last 4 digits of their social security number and the name and address of the Employer. In fact, Employees were not provided with a wage statement of any kind when paid.

When there was not enough room in the cabin of Employer's truck, Employees were required to drive their personal vehicles to customers' locations to load and unload customer furniture. Employees were not reimbursed for gas or for use of their personal vehicles, nor were they reimbursed for use of their personal cell phones.

Employer required Employees to give Employer all tips and gratuities that were paid by customers to Employees and failed to pay Employees those tips and gratuities.

Employees are entitled to sick leave under California Labor Code section 246. Sick Employees had to choose to work while sick or forgo pay. Employer did not provide sick leave and Employees' paychecks did not include statements regarding accrued sick leave as required by the Healthy Workplaces, Healthy Families Act of 2014.

If LWDA chooses not to pursue this matter, please inform this office of your intent not to investigate. On behalf of the aggrieved Employees and those similarly situated, this office intends to vigorously prosecute the aforementioned Labor Code violations and vindicate the rights of all Employees who have been subjected to these same Labor Code violations by the Employer.

Sincerely,



Andrew J. Kearney

Exhibit B



KEARNEY LITTLEFIELD LLP

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September 20, 2022

Iglesias Trucking
PO Box 544
Aguanga, CA 92536

VIA US MAIL

Re: *Russell Sanderson – Employment Records*

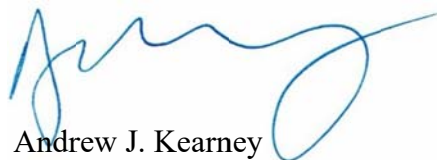
To whom it may concern:

My name is Andrew Kearney. I am an attorney with Kearney Littlefield LLP, and I am investigating claims for my client, Russell Sanderson, against Iglesias Trucking. This is a formal request for your client's documentation as described below.

I am requesting all documents under Labor Code Sections 1198.5, 432 and 226. Labor Code Section 1198.5 provides that an employer shall make the contents of the employee's personnel records, or copies thereof, available to the current or former employee, or his representative, by mail not later than 30 calendar days from the date the employer receives a written request. Further, Labor Code Section 432 provides that upon request an employer must provide a copy to the employee of any instrument the employee signed relating to the obtaining or holding of employment, including but not limited to any arbitration agreements. Finally, Labor Code Section 226 provides that within 21 calendar days, the employer must provide the employee's wage or payroll records, including but not limited to time and attendance records, or copies thereof to the employee.

Please feel free to give me a call on the number above should you wish to discuss this matter.

Sincerely,



Andrew J. Kearney