

TWOMEY LAW, P.C.

J.B. Twomey [SBN 294206]
JB@JBTwomeyLaw.com
10866 Wilshire Boulevard, Floor 4
Los Angeles, California 90024
Telephone: (310) 980-6357
Facsimile: (818) 937-6897

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Attorney for PLAINTIFF,
TYRELL ALLEN ROBINSON

**SUPERIOR COURT OF THE STATE OF CALIFORNIA FOR
THE COUNTY OF LOS ANGELES – STANLEY MOSK COURTHOUSE**

TYRELL ALLEN ROBINSON, an individual, on
behalf of himself, other current and former
aggrieved employees, and the State of California,
as a private attorneys general,

PLAINTIFF,

vs.

RAPID LOGISTICS LLC, a California limited
liability company; INDERBIR JAZZ SINGH, an
individual; and DOES 1 through 25, Inclusive,

DEFENDANTS.

Case No. 23STCV15888

COMPLAINT FOR DAMAGES FOR:

1. Violations of *Cal. Labor Code* §§ 1194 & 1194.2
2. Violations of *Cal. Labor Code* § 510
3. Violations of *Cal. Labor Code* §§ 204 & 210
4. Violations of *Cal. Labor Code* § 226
5. Violations of *Cal. Labor Code* § 2802
6. Violations of *Cal. Labor Code* §§ 201, 203 & 208
7. Violations of *Cal. Bus. & Prof. Code* §17200
8. Violations of *Cal. Labor Code* § 2698, *et. seq.*
9. Violations of *Cal. Labor Code* § 1102.5
10. Violations of *Cal. Labor Code* § 98.6
11. Wrongful Termination in Violation of Public Policy
12. Intentional Infliction of Emotional Distress
13. Breach of Written Contract
14. Breach of Oral Contract

**COMPLAINT FOR DAMAGES AND
INJUNCTIVE RELIEF FOR:**

15. Violations of *Cal. Labor Code* § 226(c)
16. Violations of *Cal. Labor Code* § 1198.5

DEMAND FOR JURY TRIAL

1 Plaintiff TYRELL ALLEN ROBINSON (hereinafter individually referred to as
2 “PLAINTIFF”), on behalf of (1) himself as an AGGRIEVED EMPLOYEE, (2) other current and
3 former AGGRIEVED EMPLOYEES, and (3) the State of California as a private attorneys general,
4 under the Labor Code Private Attorneys General Act of 2004, *California Labor Code* section 2698,
5 *et seq.* hereby alleges and states as follows:

6 **PARTIES**

- 7 1. At all times relevant herein, PLAINTIFF was employed by and worked for DEFENDANTS,
8 and each of them, within the State of California, including Los Angeles County.
- 9 2. At all times relevant herein, Defendant RAPID LOGISTICS LLC (herein referred to as,
10 “DEFENDANT RAPID”) was and is a California limited liability company formed in and
11 doing business in the State of California, including Los Angeles County. DEFENDANT
12 RAPID’s business address is 22 Cloe Court, Sacramento, California 95835.
- 13 3. At all times relevant herein, the natural person, Defendant INDERBIR JAZZ SINGH (herein,
14 referred to as “DEFENDANT SINGH”), is/was the owner, single managing member, director,
15 employee supervisor, employee manager, and Agent for Service of Process for DEFENDANT
16 RAPID, acting within a supervisory and/or managerial role, in the State of California,
17 including Los Angeles County, with his office located at 22 Cloe Court, Sacramento,
18 California 95835.
- 19 4. PLAINTIFF is informed and believes, and therefore alleges, that DEFENDANT SINGH was
20 and is a “managing and/or supervisory agent” of DEFENDANT RAPID, as the term was
21 defined by the California Supreme Court in *White v. Ultramar, Inc.* (1999) 21 Cal.4th 563 and
22 Section 3294 of the *California Code Civil Procedure*.
- 23 5. DEFENDANT RAPID, DEFENDANT SINGH and DOES 1 through 25 are herein collectively
24 referred to as “DEFENDANTS.”
- 25 6. Herein, any and all of DEFENDANTS’ current and former non-exempt employees that
26 are/were employed in the State of California, including PLAINTIFF, are collectively referred
27 to as “AGGRIEVED EMPLOYEES.”

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- 1 7. The true names and capacities, whether individual, corporate, associate, or otherwise, of
2 DEFENDANTS named herein as Does 1 through 25, Inclusive, and each of them, are unknown
3 to PLAINTIFF, who therefore bring this action against said DEFENDANTS by their fictitious
4 names pursuant to *Cal. Code Civ. Pro.* § 474.
- 5 8. PLAINTIFF therefore seeks leave to amend this Complaint to include the true names and
6 capacities of said DOE DEFENDANTS in the event that identification of such DOE parties is
7 ascertained.
- 8 9. PLAINTIFF is informed and believe and based thereupon allege that at all relevant times
9 herein mentioned each of the DEFENDANTS and Does 1 through 25, inclusive, were the
10 agents, servants and/or employees, partner, predecessor-in-interest, successor-in-interest,
11 beneficiary, executor, fictitious business name, trustee, subsidiary, related/affiliated entity,
12 assignee, assignor, legal representative, general administrator, member, co-conspirator, and/or
13 joint venturer or occupied other relationships with each of the other named DEFENDANTS
14 and at all times herein mentioned acted within the course and scope of said agency and/or
15 employment and/or other relationship and each other DEFENDANTS have ratified, consented
16 to, had actual and/or constructive knowledge of, was bound by, approved or, and/or failed to
17 prevent the acts of their agents, employees, predecessor-in-interest, successor-in-interest,
18 trustees, trustors, and/or representatives, and that each actively, passively, acquiesced,
19 participated in, allowed, aided and abetted, assisted, acted, or failed to act, with one another in
20 the commission of the wrongdoing alleged in this Complaint.

21 **JURISDICTION AND VENUE**

- 22 10. PLAINTIFF re-alleges and incorporates by reference all preceding paragraphs as though fully
23 set forth herein.
- 24 11. The above-captioned Court has jurisdiction over the subject matter of this action and has
25 personal jurisdiction over DEFENDANTS, which: (1) conducts business in the State of
26 California; (2) hires and maintains employees in the State of California; and (3) avails
27 itself/themselves of the protection of the laws of the State of California.

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12. Venue in the above-captioned Court is proper because DEFENDANTS committed some or all of the acts complained of herein in the County of Los Angeles.

FACTUAL ALLEGATIONS

13. PLAINTIFF re-alleges and incorporates by reference all preceding paragraphs as though fully set forth herein.

14. DEFENDANTS is/are a freight, logistical, commercial transportation and/or trucking company established in 2005, employing no less than thirty (30) persons that perform services for DEFENDANTS in the State of California.

15. PLAINTIFF was hired by DEFENDANTS on or around September 12, 2022 as a driver. During all times relevant, when PLAINTIFF was in fact driving, his hours of service were regulated by the United States Department of Transportation Code of Federal Regulations, Title 49, Sections 395.1 to 395.13, Hours of Service of Drivers, and/or Title 13 of the California Code of Regulations, subchapter 6.5, Section 1200 and the following sections, regulating hours of drivers (hereinafter, "USDOT and/or CCR").

16. Upon PLAINTIFF's hiring, DEFENDANTS failed to provide PLAINTIFF any and all AGGRIEVED EMPLOYEES written notices containing (a) the rate or rates of pay and basis thereof, (b) any allowances claimed as part of the minimum wage, including meal or lodging allowances, (c) the regular payday designated by DEFENDANTS, (d) DEFENDANTS' name, including any and all of its "doing business as" names, (e) the physical address of DEFENDANTS' main office / principal place of business / mailing address, (f) DEFENDANTS' telephone number, (g) the name, address, and telephone number of DEFENDANTS' workers' compensation insurance carrier, and (h) information about PLAINTIFF and any and all AGGRIEVED EMPLOYEES accruing and using sick leave; and having the right to request and use accrued paid sick leave without fear of being terminated or retaliated against for using or requesting the use of accrued paid sick leave, and that PLAINTIFF and any and all AGGRIEVED EMPLOYEES have the right to file a complaint against DEFENDANTS if it/he/they retaliate(s).

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- 1 17. Similarly, when DEFENDANTS made any changes to the just-listed information, it further
2 failed to notify PLAINTIFF and any and all AGGRIEVED EMPLOYEES of those changes
3 within seven calendar days after the changing by notice, other writing or by a timely furnished
4 itemized wage statement. In fact, DEFENDANTS never furnished PLAINTIFF and any and
5 all AGGRIEVED EMPLOYEES with itemized wage statements, or at best, any statements that
6 were furnished were inaccurate as discussed in detail below.
- 7 18. DURING all times relevant, DEFENDANTS engaged/s in wage theft by reducing/withholding
8 wages from each and every of PLAINTIFF and all AGGRIEVED EMPLOYEES'
9 forms/methods of compensation.
- 10 19. For instance, upon PLAINTIFF's hiring, one form of wage payment DEFENDANTS promised
11 to pay PLAINTIFF was \$.60 per mile driven. However, over the course of PLAINTIFF's first
12 several weeks of employment, including driving thousands of miles, DEFENDANTS
13 unilaterally, and with no prior notice, reduced PLAINTIFF's pay per mile driven; specifically,
14 paying him only \$.55 for each of those thousands of miles driven.
- 15 20. PLAINTIFF complained to DEFENDANTS; specifically, he complained to DEFENDANT
16 SINGH about this unilateral withholding/reducing of PLAINTIFF's pay/wages that breached
17 their agreement. First, DEFENDANTS flat refused to pay PLAINTIFF the agreed upon \$.60
18 per mile driven for these thousands of miles already driven, and to date, DEFENDANTS, and
19 each of them, have willfully failed to pay PLAINTIFF these wages. Second, DEFENDANTS
20 then agreed to pay PLAINTIFF the originally promised \$.60 per mile driven if/when
21 PLAINTIFF's assigned duties keep him within the state of California.
- 22 21. DEFENDANTS' next form of wage theft occurs/ed when DEFENDANT fails/ed to pay
23 PLAINTIFF and all AGGRIEVED EMPLOYEES for all miles driven.
- 24 22. Specifically, DEFENDANTS simply paid/pays PLAINTIFF and all AGGRIEVED
25 EMPLOYEES wages equivalent to them having driven hundreds to thousands of miles less
26 than what they in fact drove. In other words, DEFENDANTS simply shave miles off
27 PLAINTIFF and all AGGRIEVED EMPLOYEES' trips, thereby,
28 shaving/reducing/withholding wages from their compensation.

1 23. PLAINTIFF complained to DEFENDANTS; specifically, he complained to DEFENDANT
2 SINGH about this shaving of miles resulting in shaving/withholding/reducing of PLAINTIFF's
3 compensation. DEFENDANTS simply denied such a practice and flat refused to pay
4 PLAINTIFF for all the miles he in fact drove, and to date, DEFENDANTS, and each of them,
5 have willfully failed to pay PLAINTIFF these wages.

6 24. DEFENDANTS' third form of wage theft occurs/ed when DEFENDANTS fails/ed to pay
7 PLAINTIFF and all AGGRIEVED EMPLOYEES their agreed upon, piece-rate pay per each
8 stop on their routes.

9 25. For instance, DEFENDANTS agreed to pay PLAINTIFF \$50.00 per stop. DEFENDANTS
10 failed to pay PLAINTIFF for no less than twenty (20) stops during his employment.
11 PLAINTIFF complained to DEFENDANTS; specifically, he complained to DEFENDANT
12 SINGH about this failure to pay PLAINTIFF for all his stops. DEFENDANTS simply denied
13 such a practice and flat refused to pay PLAINTIFF for all the stops he made, and to date,
14 DEFENDANTS, and each of them, have willfully failed to pay PLAINTIFF these wages.

15 26. DEFENDANTS' fourth form of wage theft occurs/ed when DEFENDANTS fails/ed to pay
16 PLAINTIFF and all AGGRIEVED EMPLOYEES for detention time, *i.e.*, the time they must
17 wait for the various loading/unloading/arrival, etc. of cargo they have been assigned to
18 deliver/pick-up, etc.

19 27. During this detention time, which can, and at times did/do, last for up to twelve (12) hours,
20 PLAINTIFF and all AGGRIEVED EMPLOYEES are unable to perform the functions of their
21 employment for which they are supposed to be paid, *i.e.*, per mile driven, and per stop made.

22 28. During some or all of this detention time, PLAINTIFF and all AGGRIEVED EMPLOYEES
23 are not regulated by USDOT and/or CCR. Thus, because DEFENDANTS fails/ed to pay
24 PLAINTIFF and all AGGRIEVED EMPLOYEES for detention time, DEFENDANTS fails/ed
25 to pay them California's prevailing minimum wage and/or their lawful overtime compensation.

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1 29. PLAINTIFF complained to DEFENDANTS; specifically, he complained to DEFENDANT
2 SINGH about not being paid wages for any detention time. DEFENDANTS flat refused to pay
3 PLAINTIFF for detention time, and to date, DEFENDANTS, and each of them, have willfully
4 failed to pay PLAINTIFF these wages.

5 30. Upon PLAINTIFF first falling victim to, and unsuccessfully complaining to DEFENDANTS
6 about, each of DEFENDANTS' above-detailed forms of wage theft, and other violations of
7 California's laws, PLAINTIFF reached out/inquired about/discussed DEFENDANTS'
8 unlawful practices with other of DEFENDANT's employees.

9 31. One and all of the AGGRIEVED EMPLOYEES that PLAINTIFF spoke with confirmed they,
10 and to their knowledge and belief, all DEFENDANTS' employees, were victim of
11 DEFENDANTS' ongoing, company-wide pattern and practice of withholding/reducing all
12 forms of wages/pay/compensation, and failing to reimburse business expenses. And more than
13 one of the AGGRIEVED EMPLOYEES, responded by saying something to the effect of, "Oh
14 yeah, this guy is always skimming of my checks."

15 32. In addition to unpaid wages resulting from DEFENDANTS' ongoing, company-wide pattern
16 and practice of willfully withholding/reducing/skimming all forms of wages/pay/compensation
17 from PLAINTIFF and all AGGRIEVED EMPLOYEES, DEFENDANT also willfully fails to
18 pay PLAINTIFF and all AGGRIEVED EMPLOYEES all wages they earn twice during each
19 calendar month, as well as, all wages owing within the statutorily required time, and place,
20 after any one of the AGGRIEVED EMPLOYEES' resignation, or termination from
21 employment.

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1 33. Also resulting from, and necessary to conceal DEFENDANTS' ongoing, company-wide
2 pattern and practice of willfully withholding/reducing all forms of wages/pay/compensation
3 from PLAINTIFF and all AGGRIEVED EMPLOYEES, DEFENDANT also failed/fails to
4 furnish PLAINTIFF and all AGGRIEVED EMPLOYEES itemized wage statements, or at best
5 furnishes them inaccurate written explanations of pay that fail to meet the requirements set
6 forth in California's laws. The "wage statements," if any, that DEFENDANTS furnish to
7 PLAINTIFF and all AGGRIEVED EMPLOYEES fail to accurately
8 show/evidence/contain/include (a) all forms of compensation earned, (b) the accurate
9 hours/miles/unit/rates associated with any and all forms of wages depicted within the written
10 explanations, (c) gross and net wages earned, (d) the name and address of the employer, (e) the
11 name and/or employee number(s), and (f) the start and end dates of the period during which the
12 compensation was earned.

13 34. Further resulting from, and necessary to conceal DEFENDANTS' herein-detailed unlawful
14 company-wide policies, DEFENDANTS failed/fail(s) to keep payroll records showing
15 PLAINTIFF and all AGGRIEVED EMPLOYEES' hours worked, paid sick days accrued,
16 wages earned/paid and gratuities earned/paid.

17 35. During all times relevant, PLAINTIFF and all AGGRIEVED EMPLOYEES are and were
18 incurring expenses discharging their duties for, and/or at the direction of DEFENDANTS.

19 36. Specifically, DEFENDANTS require/d PLAINTIFF and all AGGRIEVED EMPLOYEES to
20 use their personal cellular phone services to carry out their duties for DEFENDANTS'
21 business.

22 37. PLAINTIFF and all AGGRIEVED EMPLOYEES were required to download numerous apps
23 onto their cellular phones in order that DEFENDANTS' various vendors and brokers could
24 track the cargo/shipments.

25 38. Despite PLAINTIFF and all AGGRIEVED EMPLOYEES being required to use their personal
26 cellular phones for DEFENDANTS' business, DEFENDANTS never reimburses/d them for
27 the same.

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1 39. PLAINTIFF incurred further, unfortunate and unnecessary, costs/expenditures as a result of his
2 employment with, and complaints to, DEFENDANTS about DEFENDANTS' unlawful wage
3 and hour policies and practices.

4 40. Specifically, at the end of one of PLAINTIFF's routes, and with stated plans to take a few
5 personal days off, DEFENDANTS, by and through DEFENDANT SINGH, told PLAINTIFF
6 that it would be okay for PLAINTIFF to leave his personal effects inside DEFENDANTS'
7 truck as that truck would not be used again until PLAINTIFF's return to work. However,
8 DEFENDANT SINGH's representation was untrue.

9 41. When PLAINTIFF returned to work from his days off, DEFENDANTS had dispatched another
10 driver on a route with the truck containing PLAINTIFF's personal effects. PLAINTIFF and/or
11 DEFENDANTS contacted the driver of the truck containing PLAINTIFF's personal effects
12 and that driver confirmed PLAINTIFF's belongings were in the truck and would be kept safe
13 by said driver.

14 42. Thereafter, PLAINTIFF began his assigned route with another truck. During PLAINTIFF's
15 route, he kept updated on the whereabouts of the truck containing his belongings, and upon that
16 truck's return to DEFENDANTS' yard, DEFENDANT SINGH confirmed to PLAINTIFF
17 during a phone call (taking place while DEFENDANT SINGH was inside the returned truck
18 and gathering PLAINTIFF's belongings) that PLAINTIFF's belongings were safe and sound
19 and that DEFENDANT SINGH would safely store PLAINTIFF's belongings in his office until
20 PLAINTIFF's return. DEFENDANTS, by and through DEFENDANT SINGH broke this
21 promise.

22 43. While PLAINTIFF was still on his route, he received yet another deficient payment from
23 DEFENDANTS. Per usual, PLAINTIFF complained to DEFENDANTS about
24 DEFENDANTS' never-ending and herein-detailed forms of wage theft. DEFENDANTS by
25 and through DEFENDANT SINGH responded by telling PLAINTIFF that if he didn't like the
26 way DEFENDANTS conducted business, he could hit the road.

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1 44. On or around November 9, 2022, upon PLAINTIFF's return to DEFENDANTS' yard at the
2 conclusion of what would be PLAINTIFF's final route for DEFENDANTS, DEFENDANT
3 SINGH enthusiastically and aggressively confirmed again that (1) he, thus, all DEFENDANTS
4 would *not* be paying PLAINTIFF any of the unpaid wages amassed during PLAINTIFF's
5 employment, and (2) none of DEFENDANT SINGH's / DEFENDANTS' unlawful wage and
6 hour policies and practices would be changing. In response, PLAINTIFF asked that his
7 belongings be returned to him. DEFENDANT SINGH enthusiastically, aggressively and
8 happily told PLAINTIFF: "I threw your s*&t away -- get the f*&k off my property."

9 45. As a result, PLAINTIFF was forced to leave DEFENDANTS' property without his belongings.
10 And at some point after PLAINTIFF's departure from DEFENDANTS' property,
11 DEFENDANTS by and through DEFENDANT SINGH threw away all of PLAINTIFF's
12 belongings that included, *inter alia*: (a) a high-value remote control car, (b) cooking
13 ware/kitchen ware, including a high-value portable stove top, (c) work-out equipment, and (d)
14 most important, unfortunate and a treasure holding immeasurable value to PLAINTIFF, the
15 blanket used by PLAINTIFF's recently-passed mother on her death bed. And DEFENDANTS
16 by and through DEFENDANT SINGH were/was fully aware, and did not care, that the blanket
17 he trashed (a) was the blanket PLAINTIFF's recently-passed mother used on her death bed,
18 and (b) had immeasurable value to PLAINTIFF.

19 46. PLAINTIFF was forced to leave DEFENDANTS' property without his belongings, and
20 without all the wages he earned while employed by DEFENDANTS. Thus, DEFENDANTS
21 willfully failed to pay PLAINTIFF all the herein-detailed unpaid wages at the time and place of
22 his termination. DEFENDANTS' willful failure continues to date.

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- 1 47. All the herein-described *California Labor Code* violations and violations of California law,
2 including the applicable IWC Wage Order(s); here, IWC Wage Order No. 9-2001, Regulating
3 Wages, Hours and Working Conditions in the Transportation Industry, and codified at *Cal.*
4 *Code Regs.* tit. 8 § 11090 (herein, IWC Wage Order No. 9-2001 and *Cal. Code Regs.* tit. 8 §
5 11090 are interchangeable (when citing one, this complaint is also citing the other), and/or are
6 collectively referred to as “the applicable IWC Wage Order”) were/are violated, or were/are
7 caused to be violated by DEFENDANT SINGH, the natural person, who, as the owner, single
8 managing member, director, employee supervisor, employee manager, and Agent for Service
9 of Process for DEFENDANT RAPID, institutes/d, implements/ed and controls/led all
10 conditions of employment, including DEFENDANTS’ wage and hour policies under which
11 PLAINTIFF and all other AGGRIEVED EMPLOYEES are/were employed and paid.
- 12 48. PLAINTIFF is informed and believes and thereon alleges that any and all of DEFENDANTS’
13 other current and former non-exempt employees that are/were employed by DEFENDANTS in
14 the State of California, including non-exempt employees other than those in PLAINTIFF’s
15 specific department, and/or working at, or out of PLAINTIFF’s specific location, *i.e.*, the
16 AGGRIEVED EMPLOYEES, were/are also subjected to all of DEFENDANTS’ herein-
17 described *California Labor Code* violations and violations of the applicable IWC Wage Order;
18 here, IWC Wage Order No. 9-2001.
- 19 49. The herein-described violations took/take place during each and every pay period worked by
20 PLAINTIFF and any and all other AGGRIEVED EMPLOYEES for the period no less than one
21 (1) year and sixty-five (65) days back from the date of this complaint and up to present day.
22 And all other AGGRIEVED EMPLOYEES will be further subjected to said violations during
23 each and every pay period from the present date until the trial Court enters judgment in favor
24 of PLAINTIFF, the AGGRIEVED EMPLOYEES and the State of California.
- 25 50. On February 24, 2023, PLAINTIFF sent a written request by USPS first-class certified mail to
26 DEFENDANTS to produce, or give PLAINTIFF access to, PLAINTIFF’s personnel file,
27 timekeeping records and itemized wage statements pursuant to *California Labor Code* sections
28 226, 247.5 and 1198.5.

1 51. However, as of the date of this complaint, DEFENDANTS have failed to provide PLAINTIFF
2 with, or access to, PLAINTIFF's personnel file timekeeping records and/or itemized wage
3 statements.

4 **EXHAUSTION OF PROCEDURAL REQUIREMENTS**

5 52. PLAINTIFF re-alleges and incorporates by reference all preceding paragraphs as though fully
6 set forth herein.

7 53. On February 24, 2023, PLAINTIFF sent written notice by USPS first-class certified mail to all
8 DEFENDANTS notifying them of the specific violations set forth therein and herein, and the
9 facts and theories supporting the violations. (A true and correct copy of the February 24, 2023
10 PAGA notice is attached hereto as Exhibit 1 and is incorporated herein.)

11 54. On February 24, 2023, PLAINTIFF sub mitted the PAGA notice electronically to California's
12 Labor and Workforce Development Agency ("LWDA").

13 55. The LWDA provided no notice of investigation to PLAINTIFF within the statutorily required
14 period of time following his February 24, 2023 PAGA notice. As of the date of this complaint,
15 the LWDA has provided no notice of investigation to PLAINTIFF.

16 56. Thus, PLAINTIFF can commence, and hereby does commence, a civil action pursuant to, *inter*
17 *alia*, *California Labor Code* section 2698, *et. seq.*

18 **TOLLING OF STATUTES OF LIMITATIONS**

19 57. PLAINTIFF re-alleges and incorporates by reference all preceding paragraphs as though fully
20 set forth herein.

21 58. Any application statute of limitation for *California Labor Code* and *California Business and*
22 *Professions Code*, are equitably tolled by virtue of PLAINTIFF's PAGA Notice.

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1 59. The doctrine of equitable tolling is well-recognized in California. In *Elkins v. Derby*, the
2 Supreme Court of California stated, “Defendants’ interest in being properly apprised of claims
3 against them in order that they may gather and preserve evidence is fully satisfied when
4 prospective tort intervenors file compensation claims Thus, as the Defendants were already
5 in litigation regarding the same sets of facts and circumstances, and no prejudice can be shown
6 towards the Defendants, the doctrine of equitable tolling should be recognized....” *Elkins v.*
7 *Derby*, (1974) 12 Cal.3d 410, 417.

8 60. On February 24, 2023 PLAINTIFF sent written notice by USPS first-class certified mail to all
9 DEFENDANTS notifying them of the specific violations set forth therein and herein, and the
10 facts and theories supporting the violations. (See Exh. 1, PLAINTIFF’S February 24, 2023
11 PAGA Notice.)

12 61. The serving and submission of PLAINTIFF’s written notice to DEFENDANTS to gather any
13 and all relevant information relating to DEFENDANTS’ alleged liability for violations of the
14 *California Labor Code* pertaining to his wages and hours and conditions of his employment.
15 See *McDonald v. Antelope Valley Community College District*, (2008) 45 Cal. 4th 88, 102;
16 *Hopkins v. Kedzierski*, (2014) 255 Cal.App4th 736,750-751; *Structural Steel Fabricators, Inc.*
17 *v. City of Orange*, (1995) 40 Cal. App.4th 459.

18 62. DEFENDANTS are not prejudiced from the filing of this complaint because it/they had
19 sufficient time to investigate the facts giving rise to this complaint based upon PLAINTIFF
20 serving DEFENDANTS with the written PAGA notice.

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22 **FIRST CAUSE OF ACTION**

23 **Failure to Pay Minimum Wages and Liquidated Damages in Violation of *Cal. Labor Code* §§**
24 **1194 & 1194.2**

25 **(Against All DEFENDANTS)**

26 63. PLAINTIFF re-alleges and incorporates all preceding paragraphs as though fully set forth
27 herein.

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64. At all times relevant herein, *California Labor Code* sections 1194, 1194.2, 1197.1, 558.1, as well as, the applicable IWC Wage Order, are and were in full force and effect and binding on DEFENDANTS.

65. “Notwithstanding any agreement to work for a lesser wage, any employee receiving less than the legal minimum wage or the legal overtime compensation applicable to the employee is entitled to recover in a civil action the unpaid balance of the full amount of this minimum wage or overtime compensation, including interest thereon, reasonable attorney's fees, and costs of suit.” *Cal. Labor Code* § 1194(a).

66. “In any action under Section 98, 1193.6, 1194, or 1197.1 to recover wages because of the payment of a wage less than the minimum wage fixed by an order of the commission or by statute, an employee shall be entitled to recover liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon.” *Id.* at 1194.2(a).

67. Section (4)(B) of the applicable IWC Wage Order states: “Every employer shall pay to each employee, on the established payday for the period involved, not less than the applicable minimum wage for all hours worked in the payroll period, whether the remuneration is measured by time, piece, commission, or otherwise.”

68. As set forth herein, PLAINTIFF was victim of DEFENDANTS’ violations of *California Labor Code* sections 1194, 1194.2 and the applicable IWC Wage Order.

69. PLAINTIFF was victim of DEFENDANTS’ said violations in at least one pay period during PLAINTIFF’s employment with DEFENDANTS.

70. PLAINTIFF is informed and believes and thereon alleges that all AGGRIEVED EMPLOYEES were also victim of DEFENDANTS’ violations of *California Labor Code* sections 1194, 1194.2 and the applicable IWC Wage Order.

71. PLAINTIFF is informed and believes and thereon alleges that all AGGRIEVED EMPLOYEES were victim of DEFENDANTS’ said violations in at least one pay period during their employment with DEFENDANTS.

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1 72. “Any employer or other person acting on behalf of an employer, who violates, or causes to be
2 violated, any provision regulating minimum wages or hours and days of work in any order of
3 the Industrial Welfare Commission, or violates, or causes to be violated, Sections 203, 226,
4 226.7, 1193.6, 1194, or 2802, may be held liable as the employer for such violation.” *Cal.*
5 *Labor Code* § 558.1(a).

6 73. “Any employer or other person acting either individually or as an officer, agent, or employee
7 of another person, who pays or causes to be paid to any employee a wage less than the
8 minimum fixed by an applicable state or local law, or by an order of the commission shall be
9 subject to a civil penalty, restitution of wages, liquidated damages payable to the employee,
10 and any applicable penalties imposed pursuant to Section 203” *Id.* at 1197.1(a).

11 74. PLAINTIFF is informed and believes and thereon alleges that DEFENDANT SINGH violated
12 *California Labor Code* sections 1194, 1194.2 and the applicable IWC Wage Order, and/or the
13 preceding were caused to be violated by DEFENDANT SINGH, who was acting as the
14 manager(s) and/or member(s) and as managing agent(s) for DEFENDANT RAPID.

15 75. Accordingly, DEFENDANT RAPID, as well as, DEFENDANT SINGH can be held liable for
16 the damages stemming from the violations of *California Labor Code* sections 1194, 1194.2 and
17 the applicable IWC Wage Order, including a restitution of wages, and liquidated damages
18 payable to PLAINTIFF.

19 76. “In any action under Section 98, 1193.6, 1194, or 1197.1 to recover wages because of the
20 payment of a wage less than the minimum wage fixed by an order of the commission or by
21 statute, an employee shall be entitled to recover liquidated damages in an amount equal to the
22 wages unlawfully unpaid and interest thereon.” *Id.* at 1194.2(a).

23 77. “[A]ny employee receiving less than the legal minimum wage or the legal overtime
24 compensation applicable to the employee is entitled to recover in a civil action the unpaid
25 balance of the full amount of this minimum wage or overtime compensation, including interest
26 thereon, reasonable attorney’s fees, and costs of suit.” *Id.* at 1194.

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1 78. As a proximate result of DEFENDANTS' failure to pay PLAINTIFF the minimum wage,
2 pursuant to the provisions of *California Labor Code* § 1194(a) and the applicable IWC Wage
3 Order, PLAINTIFF has suffered and will continue to suffer economic damages in an amount to
4 be proven at trial.

5 79. As a proximate result of DEFENDANTS' failure to pay PLAINTIFF the minimum wage,
6 PLAINTIFF has been forced to hire attorney(s) to prosecute his claims herein, and have
7 incurred and will continue to incur attorney's fees and costs in connection therewith.

8 80. PLAINTIFF prays that the Court award PLAINTIFF the unpaid balance of the full amount of
9 PLAINTIFF's minimum wages, prejudgment interest on these unpaid wages, all civil penalties,
10 statutory penalties, monetary damages, reasonable attorney's/s' fees, costs, liquidated damages,
11 and any other relief available to PLAINTIFF under the *California Labor Code* and any further
12 relief that the Court deems proper as a result of DEFENDANTS' violations.

13
14 **SECOND CAUSE OF ACTION**

15 **Failure to Pay Overtime Wages in Violation of *Cal. Labor Code* § 510**
16 **(Against All DEFENDANTS)**

17 81. PLAINTIFF re-alleges and incorporates all preceding paragraphs as though fully set forth
18 herein.

19 82. At all times relevant herein, *California Labor Code* sections 510 and 558.1, as well as, the
20 applicable IWC Wage Order, are and were in full force and effect and binding on
21 DEFENDANTS.

22 83. "Eight hours of labor constitutes a day's work. Any work in excess of eight hours in one
23 workday and any work in excess of 40 hours in any one workweek and the first eight hours
24 worked on the seventh day of work in any one workweek shall be compensated at the rate of no
25 less than one and one-half times the regular rate of pay for an employee." *Cal. Labor Code* §
26 510(a).

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1 84. Section (3)(A)(1)(a)-(c) of the applicable IWC Wage Order states: “[E]mployees shall not be
2 employed more than eight (8) hours in any workday or more than 40 hours in any workweek
3 unless the employee receives one and one-half (1 1/2) times such employee's regular rate of
4 pay for all hours worked over 40 hours in the workweek. Eight (8) hours of labor constitutes a
5 day's work. Employment beyond eight (8) hours in any workday or more than six (6) days in
6 any workweek is permissible provided the employee is compensated for such overtime at not
7 less than: (a) One and one-half (1 1/2) times the employee's regular rate of pay for all hours
8 worked in excess of eight (8) hours up to and including 12 hours in any workday, and for the
9 first eight (8) hours worked on the seventh (7th) consecutive day of work in a workweek; and
10 (b) Double the employee's regular rate of pay for all hours worked in excess of 12 hours in any
11 workday and for all hours worked in excess of eight (8) hours on the seventh (7th) consecutive
12 day of work in a workweek.(c) The overtime rate of compensation required to be paid to a
13 nonexempt full-time salaried employee shall be computed by using the employee's regular
14 hourly salary as one-fortieth (1/40) of the employee's weekly salary.”

15 85. As set forth herein, PLAINTIFF was victim of DEFENDANTS’ violations of *California Labor*
16 *Code* section 510 and the applicable IWC Wage Order.

17 86. PLAINTIFF was victim of DEFENDANTS’ said violations in at least one pay period during
18 PLAINTIFF’s employment with DEFENDANTS.

19 87. PLAINTIFF is informed and believes and thereon alleges that all AGGRIEVED EMPLOYEES
20 were also victim of DEFENDANTS’ violations of *California Labor Code* section 510 and the
21 applicable IWC Wage Order.

22 88. PLAINTIFF is informed and believes and thereon alleges that all AGGRIEVED EMPLOYEES
23 were victim of DEFENDANTS’ said violations in at least one pay period during their
24 employment with DEFENDANTS.

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- 1 89. “Any employer or other person acting on behalf of an employer, who violates, or causes to be
2 violated, any provision regulating minimum wages or hours and days of work in any order of
3 the Industrial Welfare Commission, or violates, or causes to be violated, Sections 203, 226,
4 226.7, 1193.6, 1194, or 2802, may be held liable as the employer for such violation.” *Cal.*
5 *Labor Code* § 558.1(a).
- 6 90. PLAINTIFF is informed and believes and thereon alleges that DEFENDANT SINGH violated
7 *California Labor Code* section 510 and the applicable IWC Wage Order, and/or the preceding
8 were caused to be violated by DEFENDANT SINGH, who was acting as the manager(s) and/or
9 member(s) and as managing agent(s) for DEFENDANT RAPID.
- 10 91. Accordingly, DEFENDANT RAPID, as well as, DEFENDANT SINGH can be held liable for
11 the damages stemming from the violations of *California Labor Code* section 510 and the
12 applicable IWC Wage Order.
- 13 92. “[A]ny employee receiving less than the legal minimum wage or the legal overtime
14 compensation applicable to the employee is entitled to recover in a civil action the unpaid
15 balance of the full amount of this minimum wage or overtime compensation, including interest
16 thereon, reasonable attorney’s fees, and costs of suit.” *Id.* at 1194.
- 17 93. As a proximate result of DEFENDANTS’ failure to pay PLAINTIFF his lawful overtime
18 wages, pursuant to the provisions of *California Labor Code* § 510, PLAINTIFF is entitled to
19 recover from DEFENDANTS an amount equal to the wages unlawfully unpaid and interest
20 thereon.
- 21 94. As a proximate result of DEFENDANTS failure to pay PLAINTIFF his lawful overtime
22 wages, PLAINTIFF has been forced to hire attorney(s) to prosecute his claims herein, and have
23 incurred and will continue to incur attorney’s fees and costs in connection therewith.
- 24 95. PLAINTIFF prays that the Court award PLAINTIFF the unpaid balance of the full amount of
25 PLAINTIFF’s overtime wage compensation, prejudgment interest on these unpaid wages, all
26 civil penalties, statutory penalties, monetary damages, reasonable attorney’s/s’ fees, costs, and
27 any other relief available to PLAINTIFF under the *California Labor Code* and any further
28 relief that the Court deems proper as a result of DEFENDANTS’ violations.

1 **THIRD CAUSE OF ACTION**

2 **Failure to Pay All Wages Earned Twice During a Calendar Month in Violation of *Cal. Labor***
3 ***Code* §§ 204 & 210**

4 **(Against All DEFENDANTS)**

5 96. PLAINTIFF re-alleges and incorporates all preceding paragraphs as though fully set forth
6 herein.

7 97. At all times relevant herein, *California Labor Code* sections 204, 210, 558.1, as well as, the
8 applicable IWC Wage Order are and were in full force and effect and binding on
9 DEFENDANTS.

10 98. "All wages, other than those mentioned in Section 201, 201.3, 202, 204.1, or 204.2, earned by
11 any person in any employment are due and payable twice during each calendar month, on days
12 designated in advance by the employer as the regular paydays." *Cal. Lab. Code* § 204.

13 99. "In addition to, and entirely independent and apart from, any other penalty provided in this
14 article, every person who fails to pay the wages of each employee as provided in Sections
15 201.3, 204, 204b, 204.1, 204.2, 204.11, 205, 205.5, and 1197.5, shall be subject to a penalty as
16 follows: (1) For any initial violation, one hundred dollars (\$100) for each failure to pay each
17 employee. (2) For each subsequent violation, or any willful or intentional violation, two
18 hundred dollars (\$200) for each failure to pay each employee, plus 25 percent of the amount
19 unlawfully withheld. (b) The penalty shall either be recovered by the employee as a statutory
20 penalty pursuant to Section 98" *Id.* at 210.

21 100. As set forth herein, PLAINTIFF was victim of DEFENDANTS' violations of *California Labor*
22 *Code* section 204 by violating Section 1194, 510, 226.7, 512, the corresponding Sections of the
23 applicable IWC Wage Order and, thus, is entitled to the statutory penalties set forth in Section
24 210.

25 101. PLAINTIFF was victim of DEFENDANTS' said violations in at least one pay period during
26 PLAINTIFF's employment with DEFENDANTS.

27 102. PLAINTIFF is informed and believes and thereon alleges that all other AGGRIEVED
28 EMPLOYEES were also victim of DEFENDANTS' violations of *California Labor Code*
section 204 and the applicable IWC Wage Order.

1 103. PLAINTIFF is informed and believes and thereon alleges that all AGGRIEVED EMPLOYEES
2 were victim of DEFENDANTS' said violations in at least one pay period during their
3 employment with DEFENDANTS.

4 104. "Any employer or other person acting on behalf of an employer, who violates, or causes to be
5 violated, any provision regulating minimum wages or hours and days of work in any order of
6 the Industrial Welfare Commission, or violates, or causes to be violated, Sections 203, 226,
7 226.7, 1193.6, 1194, or 2802, may be held liable as the employer for such violation." *Id.* at
8 558.1(a).

9 105. PLAINTIFF is informed and believes and thereon alleges that DEFENDANT SINGH violated
10 *California Labor Code* sections 1194, 510, 226.7, 512, the corresponding Sections of the
11 applicable IWC Wage Order and, and/or the preceding were caused to be violated by
12 DEFENDANT SINGH, who was acting as the manager(s) and/or member(s) and as managing
13 agent(s) for DEFENDANT RAPID.

14 106. Accordingly, DEFENDANT RAPID, as well as, DEFENDANT SINGH can be held liable for
15 the damages stemming from the violations of *California Labor Code* sections 1194, 510,
16 226.7, 512 and the applicable IWC Wage Order, which includes the statutory penalties set forth
17 in Section 210.

18 107. "In any action brought for the nonpayment of wages, fringe benefits, or health and welfare or
19 pension fund contributions, the court shall award reasonable attorney's fees and costs to the
20 prevailing party if any party to the action requests attorney's fees and costs upon the initiation
21 of the action." *Id.* at 218.5.

22 108. PLAINTIFF prays that the Court award PLAINTIFF all statutory penalties available under
23 *California Labor Code* section 210, plus twenty-five percent (25%) of the wages unlawfully
24 withheld by DEFENDANTS, reasonable attorney's/s' fees, costs, and any other relief available
25 to PLAINTIFF under the *California Labor Code* and any further relief that the Court deems
26 proper as a result of DEFENDANTS' violations.

1 **FOURTH CAUSE OF ACTION**

2 **Failure to Furnish Accurate Wage Statements in Violation *Cal. Labor Code* § 226**
3 **(Against All DEFENDANTS)**

4 109. PLAINTIFF re-alleges and incorporates all preceding paragraphs as though fully set forth
5 herein.

6 110. At all times relevant herein, *California Labor Code* sections 226, 558.1 and the applicable
7 IWC Wage Order are and were in full force and effect and binding on DEFENDANTS.

8 111. DEFENDANTS, and each of them, were obligated under *California Labor Code* section 226
9 and the applicable IWC Wage Order, to keep an accurate record of the hours of labor worked
10 by PLAINTIFF and all other AGGRIEVED EMPLOYEES and to prepare and furnish
11 PLAINTIFF and all other AGGRIEVED EMPLOYEES with each payment of wages an
12 itemized statement accurately showing nine specific categories of information: “(1) gross
13 wages earned, (2) total hours worked by the employee . . . (3) the number of piece-rate units
14 earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all
15 deductions, provided that all deductions made on written orders of the employee may be
16 aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period
17 for which the employee is paid, (7) the name of the employee and only the last four digits of
18 his or her social security number or an employee identification number other than a social
19 security number, (8) the name and address of the legal entity that is the employer . . . , and (9)
20 all applicable hourly rates in effect during the pay period and the corresponding number of
21 hours worked at each hourly rate by the employee” *Cal. Lab. Code* § 226(a).

22 112. Section (7)(B) of the applicable IWC Wage Order states: “Every employer shall semimonthly
23 or at the time of each payment of wages furnish each employee, either as a detachable part of
24 the check, draft, or voucher paying the employee's wages, or separately, an itemized statement
25 in writing showing: (1) all deductions; (2) the inclusive dates of the period for which the
26 employee is paid; (3) the name of the employee or the employee's social security number; and
27 (4) the name of the employer, provided all deductions made on written orders of the employee
28 may be aggregated and shown as one item.”

1 113. "An employee suffering injury as a result of a knowing and intentional failure by an
2 employer to comply with subdivision (a) is entitled to recover the greater of all actual damages
3 or fifty dollars (\$50) for the initial pay period in which a violation occurs and one hundred
4 dollars (\$100) per employee for each violation in a subsequent pay period, not to exceed an
5 aggregate penalty of four thousand dollars (\$4,000), and is entitled to an award of costs and
6 reasonable attorney's fees." *Cal. Lab. Code* § 226(e)(1).

7 114. As set forth herein, PLAINTIFF was victim of DEFENDANTS' violations of *California Labor*
8 *Code* section 226 and the applicable IWC Wage Order.

9 115. DEFENDANTS failed to furnish PLAINTIFF a wage statement at all, or in the event
10 DEFENDANTS did furnish a wage statement, it/they were wholly inadequate, inaccurate, thus,
11 unlawful.

12 116. DEFENDANTS' conduct was willful, and its failure to furnish PLAINTIFF accurate wage
13 statements caused PLAINTIFF to be unable to determine whether he was paid accurately, thus,
14 causing PLAINTIFF damage.

15 117. PLAINTIFF was victim of DEFENDANTS' said violations in at least one pay period during
16 PLAINTIFF's employment with DEFENDANTS.

17 118. PLAINTIFF is informed and believes and, on that basis, alleges that DEFENDANTS also
18 failed to furnish all other AGGRIEVED EMPLOYEES wage statements at all, or in the event
19 DEFENDANTS did furnish all other AGGRIEVED EMPLOYEES wage statements, they were
20 wholly inadequate, inaccurate, thus, unlawful.

21 119. PLAINTIFF is informed and believes and, on that basis, alleges that all other AGGRIEVED
22 EMPLOYEES were victim of DEFENDANTS' said violations in at least one pay period
23 during their employment with DEFENDANTS.

24 120. "Any employer or other person acting on behalf of an employer, who violates, or causes to be
25 violated, any provision regulating minimum wages or hours and days of work in any order of
26 the Industrial Welfare Commission, or violates, or causes to be violated, Sections 203, 226,
27 226.7, 1193.6, 1194, or 2802, may be held liable as the employer for such violation." *Cal.*
28 *Labor Code* § 558.1(a).

1 121. PLAINTIFF is informed and believes and thereon alleges that DEFENDANT SINGH
2 knowingly and intentionally violated *California Labor Code* section 226, the corresponding
3 Section of the applicable IWC Wage Order and, and/or the preceding were caused to be
4 violated by DEFENDANT SINGH, who was acting as the manager(s) and/or member(s) and as
5 managing agent(s) for DEFENDANT RAPID.

6 122. Accordingly, DEFENDANT RAPID, as well as, DEFENDANT SINGH can be held liable for
7 the damages stemming from the violations of *California Labor Code* section 226 and the
8 applicable IWC Wage Order.

9 123. PLAINTIFF prays that the Court award PLAINTIFF all statutory penalties available under
10 *California Labor Code* section 226 and any other applicable section of the *California Labor*
11 *Code*, as well as, an award of costs and reasonable attorney's/s' fees and any further relief that
12 the Court deems proper as a result of DEFENDANTS' violations.

13
14 **FIFTH CAUSE OF ACTION**

15 **Failure to Indemnify PLAINTIFF for Expenses in Violation of *Cal. Labor Code* § 2802**
16 **(Against All DEFENDANTS)**

17 124. PLAINTIFF re-alleges and incorporates by reference each of the above paragraphs as alleged
18 herein.

19 125. At all times mentioned herein *California Labor Code* sections 2802, 558.1, as well as, the
20 applicable IWC Order were and are in full force and effect and binding on DEFENDANTS.

21 126. *California Labor Code* section 2802(a) states: "An employer shall indemnify his or her
22 employee for all necessary expenditures or losses incurred by the employee in direct
23 consequence of the discharge of his or her duties, or of his or her obedience to the directions of
24 the employer, even though unlawful, unless the employee, at the time of obeying the directions,
25 believed them to be unlawful."

26 127. "All awards made by a court or by the Division of Labor Standards Enforcement for
27 reimbursement of necessary expenditures under this section shall carry interest at the same rate
28 as judgments in civil actions. Interest shall accrue from the date on which the employee
incurred the necessary expenditure or loss." *Id.* at 2802(b).

1 128. “For purposes of this section, the term “necessary expenditures or losses” shall include all
2 reasonable costs, including, but not limited to, attorney’s fees incurred by the employee
3 enforcing the rights granted by this section.” *Id.* at 2802(c).

4 129. As set forth herein, PLAINTIFF was victim of DEFENDANTS’ violations of *California Labor*
5 *Code* section 2802.

6 130. PLAINTIFF was victim of DEFENDANTS’ said violations in at least one pay period during
7 PLAINTIFF’s employment with DEFENDANTS.

8 131. PLAINTIFF is informed and believes and thereon alleges that all other AGGRIEVED
9 EMPLOYEES were also victim of DEFENDANTS’ violations of *California Labor Code*
10 section 2802 and the applicable IWC Wage Order.

11 132. PLAINTIFF is informed and believes and, on that basis, alleges that all other AGGRIEVED
12 EMPLOYEES were victim of DEFENDANTS’ said violations in at least one pay period
13 during their employment with DEFENDANTS.

14 133. “Any employer or other person acting on behalf of an employer, who violates, or causes to be
15 violated, any provision regulating minimum wages or hours and days of work in any order of
16 the Industrial Welfare Commission, or violates, or causes to be violated, Sections 203, 226,
17 226.7, 1193.6, 1194, or 2802, may be held liable as the employer for such violation.” *Cal.*
18 *Labor Code* § 558.1(a).

19 134. PLAINTIFF is informed and believes and thereon alleges that DEFENDANT SINGH violated
20 *California Labor Code* section 2802, the corresponding Section of the applicable IWC Wage
21 Order and, and/or the preceding were caused to be violated by DEFENDANT SINGH, who
22 was acting as the manager(s) and/or member(s) and as managing agent(s) for DEFENDANT
23 RAPID.

24 135. Accordingly, DEFENDANT RAPID, as well as, DEFENDANT SINGH can be held liable for
25 the damages stemming from the violations of *California Labor Code* section 2802 and the
26 applicable IWC Wage Order.

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1 136. As a proximate result of DEFENDANTS' failure to indemnify PLAINTIFF for these necessary
2 expenditures pursuant to the provisions of *California Labor Code* section 2802 and the
3 applicable IWC Wage Order, PLAINTIFF suffered/is suffering losses all in an amount to be
4 proven at trial.

5 137. PLAINTIFF suffered losses in earnings, and incidental and consequential damages and losses,

6 138. As a proximate result of DEFENDANTS' failure to indemnify PLAINTIFF for these necessary
7 expenditures pursuant to the provisions of *California Labor Code* section 2802 and the
8 applicable IWC Wage Order, PLAINTIFF has been forced to hire attorney(s) to prosecute
9 PLAINTIFF's claims herein, and has incurred and will continue to incur attorney's fees and
10 costs in connection therewith.

11 139. PLAINTIFF prays that the Court award PLAINTIFF reimbursement of all necessary
12 expenditures and/or losses incurred discharging PLAINTIFF's duties for DEFENDANTS with
13 interest thereon, reasonable attorneys' fees and other costs incurred enforcing PLAINTIFF's
14 rights granted by *California Labor Code* section 2802 and the applicable IWC Wage Order.

15
16 **SIXTH CAUSE OF ACTION**

17 **Waiting Time Penalties in Violation of *Cal. Labor Code* §§ 201, 203 & 208**
18 **(Against All DEFENDANTS)**

19 140. PLAINTIFF re-alleges and incorporates all preceding paragraphs as though fully set forth
20 herein.

21 141. At all times relevant herein, *California Labor Code* sections 201, 203, 208 and 558.1 are and
22 were in full force and effect and binding on DEFENDANTS.

23 142. "If an employer discharges an employee, the wages earned and unpaid at the time of discharge
24 are due and payable immediately." *Cal. Lab. Code* § 201(a).

25 143. "If an employer willfully fails to pay, without abatement or reduction, in accordance with
26 Sections 201, 201.3, 201.5, 201.9, 202, and 205.5, any wages of an employee who is
27 discharged or who quits, the wages of the employee shall continue as a penalty from the due
28 date thereof at the same rate until paid or until an action therefor is commenced; but the wages
shall not continue for more than 30 days." *Id.* at 203(a).

1 144. Pursuant to *California Labor Code* Section 208: “Every employee who is discharged shall be
2 paid at the place of discharge, and every employee who quits shall be paid at the office or
3 agency of the employer in the county where the employee has been performing labor. All
4 payments shall be made in the manner provided by law.” *Id.* at 208.

5 145. “Suit may be filed for these penalties at any time before the expiration of the statute of
6 limitations on an action for the wages from which the penalties arise.” *Id.* at 203(b).

7 146. As set forth herein, PLAINTIFF was victim of DEFENDANTS’ violations of *California Labor*
8 *Code* sections 201, plus 203 and 208.

9 147. And PLAINTIFF is informed and believes and thereon alleges that all AGGRIEVED
10 EMPLOYEES who were terminated or resigned were also victim of DEFENDANTS’
11 violations of *California Labor Code* sections 201, plus 203 and 208.

12 148. “Any employer or other person acting on behalf of an employer, who violates, or causes to be
13 violated, any provision regulating minimum wages or hours and days of work in any order of
14 the Industrial Welfare Commission, or violates, or causes to be violated, Sections 203, 226,
15 226.7, 1193.6, 1194, or 2802, may be held liable as the employer for such violation.” *Cal.*
16 *Lab. Code* § 558.1(a).

17 149. PLAINTIFF is informed and believes and thereon alleges that DEFENDANT SINGH violated
18 *California Labor Code* sections 201, 203 and 208, and/or the preceding were caused to be
19 violated by DEFENDANT SINGH, who was acting as the managing agent for DEFENDANT
20 RAPID.

21 150. Accordingly, DEFENDANT RAPID, as well as, DEFENDANT SINGH can be held liable for
22 the damages stemming from these violations.

23 151. “In any action brought for the nonpayment of wages, fringe benefits, or health and welfare or
24 pension fund contributions, the court shall award reasonable attorney’s fees and costs to the
25 prevailing party if any party to the action requests attorney’s fees and costs upon the initiation
26 of the action.” *Id.* at 218.5.

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1 152. PLAINTIFF prays that the Court award PLAINTIFF all statutory penalties available under
2 *California Labor Code* section 203 and any other applicable section of the *California Labor*
3 *Code*, as well as, an award of costs and reasonable attorney's/s' fees and any further relief that
4 the Court deems proper as a result of DEFENDANTS' violations.

5
6 **SEVENTH CAUSE OF ACTION**

7 **Violations of *Cal. Bus. & Prof. Code* § 17200**
8 **(Against All Non-Individual DEFENDANTS)**

9 153. PLAINTIFF re-alleges and incorporates all preceding paragraphs as though fully set forth
10 herein.

11 154. At all times relevant herein, *California Business and Professions Code* § 17200 *et seq.* is and
12 was in full force and effect and is binding on all non-individual DEFENDANTS.

13 155. The Unfair Competition Law ("UCL"), which is codified under *California Business and*
14 *Professions Code* § 17200 *et seq.* prohibits acts of "unfair competition," including any
15 unlawful, unfair, fraudulent *or* deceptive business act *or* practice as well as "unfair, deceptive,
16 untrue or misleading advertising."

17 156. By virtue of the direct injuries that PLAINTIFF sustained from DEFENDANTS' wrongful
18 conduct, PLAINTIFF has standing to sue in order to obtain the remedies that are available to
19 PLAINTIFF under the UCL.

20 157. The UCL authorizes injunctive relief to prevent unlawful, unfair, or fraudulent business acts
21 for practices, and both restitution and disgorgement of money or property wrongfully obtained
22 by means of such unfair competition. *Bus. & Prof. Code* § 17203.

23 158. An action may be brought under the UCL by any person, corporation or association, or by any
24 person action for the interests of itself, its members, or the general public. *Bus. & Prof. Code* §
25 17204.

26 159. A PLAINTIFF may bring § 17200 claim even when the underlying statutory violation does not
27 provide the PLAINTIFF with a private right of action. *See Manser v. Serra Foothills Public*
28 *Utility Dist.* (E.D. Cal. 2008) 2008 WL 5114619, at * 7; *Kasky v. Nike, Inc.* (2002) 27 Cal.
App. 4th 832, 839.

1 **Unfair Conduct**

2 160. As set forth herein, DEFENDANTS engaged in a pattern of unfair and unlawful business
3 practices with respect to PLAINTIFF's employment at DEFENDANTS and Limited in
4 violation of *Bus. & Prof. Code* § 17200.

5 161. DEFENDANTS violated the "unfair prong" of *Cal. Bus. & Prof. Code* § 17200 by engaging in
6 the following, wrongful, improper, and unfair conduct:

- 7 a. DEFENDANTS unfairly failed to pay PLAINTIFF minimum wages due and liquidated
8 damages because of the unpaid minimum wages;
9 b. DEFENDANTS unfairly failed to pay PLAINTIFF overtime wages due; and
10 c. DEFENDANTS unfairly failed to indemnify PLAINTIFF for the expenses incurred in
11 discharging PLAINTIFF's duties for DEFENDANTS.

12 162. DEFENDANTS' conduct also violated the "unfair" prong of the UCL because the utility of
13 DEFENDANTS' actions and/or omissions was significantly outweighed by the gravity of the
14 harm that it imposed on employees.

15 163. Further, the public is led to believe that DEFENDANTS provides a fair, safe, and legally
16 sufficient work environment for their employees and complies with California laws governing
17 Labor and Employment issues, despite the fact that both of these impressions are untrue.
18 DEFENDANTS' pattern of wrongful, improper, and unlawful business practices is injurious to
19 DEFENDANTS' employees and consumers alike.

20 **Unlawful Conduct**

21 164. "Unlawful" conduct under *Bus. & Prof. Code* § 17200 is any practices forbidden by law,
22 whether civil or criminal, federal or state, or municipal, statutory, regulatory, or court made.
23 *See Farmers Ins. Exchange v. Super. Ct.*, 2 Cal.4th 377, 383 (1992).

24 165. By proscribing 'any unlawful' business practice, § 17200 'borrows' violations of other laws
25 and treats them as unlawful practices that the UCL makes independently actionable. *See*
26 *Blanks v. Shaw*, 171 Cal. App. 4th 336, 363-64 (2009); *Schnall v. Hertz Corp.*, 78 Cal. App.
27 4th 1144, 1153 (2000).

28 ///

1 166. DEFENDANTS violated the “unlawful” prong of *Cal. Bus. & Prof. Code* § 17200 as follows:

- 2 a. Violations of *Cal. Labor Code* § 1194 and 1194.2;
- 3 b. Violations of Section 4 of *Cal. Code Regs.* tit. 8 § 11090;
- 4 c. Violations of *Cal. Labor Code* § 510;
- 5 d. Violations of Section 3 of *Cal. Code Regs.* tit. 8 § 11090;
- 6 e. Violations of *Cal. Labor Code* § 2802; and
- 7 f. Violations of Section 9 of *Cal. Code Regs.* tit. 8 § 11090.

8 167. The violation of these laws serves as unlawful predicate acts which have resulted in injury in
9 fact and loss of money and property to PLAINTIFF for purposes of *Business and Professions*
10 *Code* §§17200 *et seq.*

11 168. PLAINTIFF is entitled to restitutionary damages which constitutes or results from all unpaid
12 wages, and unreimbursed costs and/or necessary expenses incurred by PLAINTIFF in
13 discharging his duties for DEFENDANTS.

14

15 **EIGHTH CAUSE OF ACTION**

16 **Violations of *Cal. Lab. Code* § 2698, *et seq.***

17 **(Against All DEFENDANTS)**

18 169. PLAINTIFF re-alleges and incorporates all preceding paragraphs as though fully set forth
19 herein.

20 170. At all times relevant herein, *California Labor Code* § 2698, *et seq.* are and were in full force
21 and effect and are binding on DEFENDANTS.

22 171. “Notwithstanding any other provision of law, any provision of this code that provides for a
23 civil penalty to be assessed and collected by the Labor and Workforce Development Agency or
24 any of its departments, divisions, commissions, boards, agencies, or employees, for a violation
25 of this code, may, as an alternative, be recovered through a civil action brought by an
26 aggrieved employee on behalf of himself or herself and other current or former employees
pursuant to the procedures specified in Section 2699.3.” *Cal. Lab. Code* § 2699(a).

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1 172. “For all provisions of this code except those for which a civil penalty is specifically
2 provided, there is established a civil penalty for a violation of these provisions, as follows: . . .
3 If, at the time of the alleged violation, the person employs one or more employees, the civil
4 penalty is one hundred dollars (\$100) for each aggrieved employee per pay period for
5 the initial violation and two hundred dollars (\$200) for each aggrieved employee per pay
6 period for each subsequent violation.” *Id.* at (f)(2).

7 173. “Any employee who prevails in any action shall be entitled to an award of reasonable
8 attorney’s fees and costs, including any filing fee paid pursuant to subparagraph (B) of
9 paragraph (1) of subdivision (a) or subparagraph (B) of paragraph (1) of subdivision (c) of
10 Section 2699.3.” *Id.* at (g)(1).

11 174. “Nothing in this part shall operate to limit an employee’s right to pursue or recover other
12 remedies available under state or federal law, either separately or concurrently with an action
13 taken under this part.” *Id.* at 2699(g).

14 175. On February 24, 2023, PLAINTIFF sent written notice by USPS first-class certified mail to all
15 DEFENDANTS notifying them of the specific violations set forth therein and herein, and the
16 facts and theories supporting the violations. (*See* Exh. 1, PLAINTIFF’S February 24, 2023
17 PAGA Notice.)

18 176. On February 24, 2023, PLAINTIFF submitted the PAGA notice electronically to California’s
19 Labor and Workforce Development Agency (“LWDA”).

20 177. The LWDA provided no notice of investigation to PLAINTIFF within the statutorily required
21 period of time following his February 24, 2023 PAGA notice. As of the date of this complaint,
22 the LWDA has provided no notice of investigation to PLAINTIFF.

23 178. Thus, PLAINTIFF can commence, and hereby does commence, this cause of action pursuant to
24 *California Labor Code* section 2698, *et. seq.*

25 **DEFENDANT RAPID’S CIVIL PENALTIES**

26 179. At all times relevant herein, *California Labor Code* section 2810.5, as well as, the applicable
27 IWC Wage Order, are and were in full force and effect and are binding on DEFENDANTS.

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1 180. “At the time of hiring, an employer shall provide to each employee a written notice, in the
2 language the employer normally uses to communicate employment-related information to the
3 employee, containing the following information: (A) The rate or rates of pay and basis thereof,
4 whether paid by the hour, shift, day, week, salary, piece, commission, or otherwise, including
5 any rates for overtime, as applicable. (B) Allowances, if any, claimed as part of the minimum
6 wage, including meal or lodging allowances. (C) The regular payday designated by the
7 employer in accordance with the requirements of this code. (D) The name of the employer,
8 including any "doing business as" names used by the employer. (E) The physical address of the
9 employer's main office or principal place of business, and a mailing address, if different.
10 (F) The telephone number of the employer. (G) The name, address, and telephone number of
11 the employer's workers' compensation insurance carrier. (H) That an employee: may accrue
12 and use sick leave; has a right to request and use accrued paid sick leave; may not be
13 terminated or retaliated against for using or requesting the use of accrued paid sick leave; and
14 has the right to file a complaint against an employer who retaliates.” *Cal. Lab. Code* §
15 2810.5(a)(1)(A)-(H).

16 181. “An employer shall notify his or her employees in writing of any changes to the information
17 set forth in the notice within seven calendar days after the time of the changes, unless one of
18 the following applies: (1) All changes are reflected on a timely wage statement furnished in
19 accordance with Section 226. (2) Notice of all changes is provided in another writing required
20 by law within seven days of the changes.” *Id.* at (b)(1)-(2).

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1 182. Upon PLAINTIFF's hiring, DEFENDANT failed to provide PLAINTIFF and any and all
2 AGGRIEVED EMPLOYEES written notices containing (a) the rate or rates of pay and basis
3 thereof, (b) any allowances claimed as part of the minimum wage, including meal or lodging
4 allowances, (c) the regular payday designated by DEFENDANT, (d) DEFENDANT's name,
5 including any and all of its "doing business as" names, (e) the physical address of
6 DEFENDANT's main office / principal place of business / mailing address, (f)
7 DEFENDANT's telephone number, (g) the name, address, and telephone number of
8 DEFENDANT's workers' compensation insurance carrier, and (h) information about
9 PLAINTIFF and any and all AGGRIEVED EMPLOYEES accruing and using sick leave; and
10 having the right to request and use accrued paid sick leave without fear of being terminated or
11 retaliated against for using or requesting the use of accrued paid sick leave, and that
12 PLAINTIFF and any and all AGGRIEVED EMPLOYEES have the right to file a complaint
13 against DEFENDANT if DEFENDANT retaliates. PLAINTIFF is informed and believes, and
14 thereon alleges, DEFENDANT also fails to provide any and all newly-hired AGGRIEVED
15 EMPLOYEES written notices containing the preceding information. Similarly, when
16 DEFENDANT made any changes to the above-listed information, it further failed to notify
17 PLAINTIFF and any and all AGGRIEVED EMPLOYEES of those changes within seven
18 calendar days after the changing by notice, other writing or by a timely furnished itemized
19 wage statement.

20 183. As set forth herein, DEFENDANT RAPID fails/ed to provide PLAINTIFF and all other
21 AGGRIEVED EMPLOYEES the just-described written notices or any notifications of changes
22 to the information those not-provided written notices were/are to contain.

23 184. At all times relevant herein, *California Labor Code* sections 1182.12, 1197 and 1197.1 are and
24 were in full force and effect and are binding on DEFENDANTS.

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1 185. “For any employer who employs 26 or more employees, the minimum wage shall be as
2 follows: (A) From January 1, 2017, to December 31, 2017, inclusive,—ten dollars and fifty
3 cents (\$10.50) per hour. (B) From January 1, 2018, to December 31, 2018, inclusive,—eleven
4 dollars (\$11) per hour. (C) From January 1, 2019, to December 31, 2019, inclusive,—twelve
5 dollars (\$12) per hour. (D) From January 1, 2020, to December 31, 2020, inclusive,—thirteen
6 dollars (\$13) per hour. (E) From January 1, 2021, to December 31, 2021, inclusive,—fourteen
7 dollars (\$14) per hour. (F) From January 1, 2022, and until adjusted by subdivision (c)—fifteen
8 dollars (\$15) per hour.” *Cal. Labor Code* § 1182.12.

9 186. “For any employer who employs 25 or fewer employees, the minimum wage shall be as
10 follows: (A) From January 1, 2018, to December 31, 2018, inclusive,—ten dollars and fifty
11 cents (\$10.50) per hour. (B) From January 1, 2019, to December 31, 2019, inclusive,—eleven
12 dollars (\$11) per hour. (C) From January 1, 2020, to December 31, 2020, inclusive,—twelve
13 dollars (\$12) per hour. (D) From January 1, 2021, to December 31, 2021, inclusive,—thirteen
14 dollars (\$13) per hour. (E) From January 1, 2022, to December 31, 2022, inclusive,—fourteen
15 dollars (\$14) per hour. (F) From January 1, 2023, and until adjusted by subdivision (c)—fifteen
16 dollars (\$15) per hour.” *Id.*

17 187. “The minimum wage for employees fixed by the commission or by any applicable state or
18 local law, is the minimum wage to be paid to employees, and the payment of a lower wage
19 than the minimum so fixed is unlawful. This section does not change the applicability of local
20 minimum wage laws to any entity.” *Id.* at 1197.

21 188. “Any employer or other person acting either individually or as an officer, agent, or employee
22 of another person, who pays or causes to be paid to any employee a wage less than the
23 minimum fixed by an applicable state or local law, or by an order of the commission shall be
24 subject to a civil penalty, restitution of wages, liquidated damages payable to the employee,
25 and any applicable penalties imposed pursuant to Section 203” *Id.* at 1197.1(a).

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1 189. “For any initial violation that is intentionally committed, one hundred dollars (\$100) for each
2 underpaid employee for each pay period for which the employee is underpaid. This amount
3 shall be in addition to an amount sufficient to recover underpaid wages, liquidated damages
4 pursuant to Section 1194.2, and any applicable penalties imposed pursuant to Section 203.” *Id.*
5 at 1197.1(a)(1).

6 190. “For each subsequent violation for the same specific offense, two hundred fifty dollars (\$250)
7 for each underpaid employee for each pay period for which the employee is underpaid
8 regardless of whether the initial violation is intentionally committed. This amount shall be in
9 addition to an amount sufficient to recover underpaid wages, liquidated damages pursuant to
10 Section 1194.2, and any applicable penalties imposed pursuant to Section 203.” *Id.* at
11 1197.1(a)(2).

12 191. “Wages, liquidated damages, and any applicable penalties imposed pursuant to Section 203,
13 recovered pursuant to this section shall be paid to the affected employee.” *Id.* at 1197.1(a)(3).

14 192. As set forth herein, DEFENDANT RAPID failed to pay PLAINTIFF and all other
15 AGGRIEVED EMPLOYEES all minimum wages owing; thus, each pay period, and in at least
16 one pay period, PLAINTIFF and all other AGGRIEVED EMPLOYEES were not paid
17 California’s prevailing minimum for all hours worked in violation of *California Labor Code*
18 sections 1197 and 1182.12.

19 193. Beginning January 1, 2016 *California Labor Code* section 558 is and was in full force and
20 effect and is binding on DEFENDANT RAPID.

21 194. “Any employer or other person acting 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 shall be subject to a civil penalty as follows: For
24 any initial violation, fifty dollars (\$50) for each underpaid employee for each pay period for
25 which the employee was underpaid in addition to an amount sufficient to recover underpaid
26 wages. For each subsequent violation, one hundred dollars (\$100) for each underpaid
27 employee for each pay period for which the employee was underpaid in addition to an amount
28 sufficient to recover underpaid wages.” *Id.* at 558(a)(1)-(2).

1 195. “The civil penalties provided for in this section are in addition to any other civil . . . penalty
2 provided by law.” *Id.* at (d).

3 196. As set forth herein, in all pay periods, and in at least one pay period, DEFENDANT RAPID
4 caused violations of *California Labor Code* sections 510, as well as, Section 3 of the applicable
5 IWC Wage Order.

6 197. PLAINTIFF and all other AGGRIEVED EMPLOYEES were victims of these violations in all
7 pay periods and in at least one pay period.

8 198. PLAINTIFF prays this Court award PLAINTIFF, all other AGGRIEVED EMPLOYEES and
9 the State of California all penalties owed by DEFENDANT RAPID pursuant to *California*
10 *Labor Code* section 558.

11 199. At all times relevant herein, *California Labor Code* sections 221, 222, 223 and 225.5 are and
12 were in full force and effect and binding on DEFENDANTS.

13 200. “It shall be unlawful for any employer to collect or receive from an employee any part of
14 wages theretofore paid by said employer to said employee.” *Cal. Lab. Code* § 221.

15 201. “It shall be unlawful, in case of any wage agreement arrived at through collective bargaining,
16 either wilfully or unlawfully or with intent to defraud an employee, a competitor, or any other
17 person, to withhold from said employee any part of the wage agreed upon.” *Id.* at 222.

18 202. “Where any statute or contract requires an employer to maintain the designated wage scale, it
19 shall be unlawful to secretly pay a lower wage while purporting to pay the wage designated by
20 statute or by contract.” *Id.* at 223.

21 203. “In addition to, and entirely independent and apart from, any other penalty provided in this
22 article, every person who unlawfully withholds wages due any employee in violation of
23 Section 212, 216, 221, 222, or 223 shall be subject to a civil penalty as follows: (a) For any
24 initial violation, one hundred dollars (\$100) for each failure to pay each employee. (b) For each
25 subsequent violation, or any willful or intentional violation, two hundred dollars (\$200) for
26 each failure to pay each employee, plus 25 percent of the amount unlawfully withheld. *Id.* at
27 225.5.

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1 204. As described herein, DEFENDANTS withheld earned wages from PLAINTIFF and all
2 AGGRIEVED EMPLOYEES.

3 205. At all times relevant herein, *California Labor Code* § 226.3 is and was in full force and effect
4 and binding on DEFENDANTS.

5 206. “Any employer who violates subdivision (a) of Section 226 shall be subject to a civil penalty in
6 the amount of two hundred fifty dollars (\$250) per employee per violation in an initial citation
7 and one thousand dollars (\$1,000) per employee for each violation in a subsequent citation, for
8 which the employer fails to provide the employee a wage deduction statement or fails to keep
9 the records required in subdivision (a) of Section 226. The civil penalties provided for in this
10 section are in addition to any other penalty provided by law.” *Cal. Lab. Code* § 226.3.

11 207. As set forth herein, DEFENDANTS violated *California Labor Code* section 226 by failing to
12 furnish PLAINTIFF and the AGGREIVED EMPLOYEES itemized wage statements, or if
13 DEFENDANTS did, those statements were inaccurate.

14 208. At all times relevant herein, *California Labor Code* sections 1174, 1174.5, 246 and 247.5 are
15 and were in full force and effect and binding on DEFENDANT RAPID.

16 209. “Every person employing labor in this state shall: . . . Keep, at a central location in the state or
17 at the plants or establishments at which employees are employed, payroll records showing the
18 hours worked daily by and the wages paid to . . .” *Id.* at 1174(d).

19 210. “Any person employing labor who willfully fails to maintain the records required by
20 subdivision (c) of Section 1174 or accurate and complete records required by subdivision (d) of
21 Section 1174, or to allow any member of the commission or employees of the division to
22 inspect records pursuant to subdivision (b) of Section 1174, shall be subject to a civil penalty
23 of five hundred dollars (\$500).” *Id.* at 1174.5.

24 211. “An employee who, on or after July 1, 2015, works in California for the same employer for 30
25 or more days within a year from the commencement of employment is entitled to paid sick
26 days as specified in this section.” *Id.* at 246(a)(1).

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1 212. “An employer shall provide an employee with written notice that sets forth the amount of paid
2 sick leave available, or paid time off leave an employer provides in lieu of sick leave, for use
3 on either the employee's itemized wage statement described in Section 226 or in a separate
4 writing provided on the designated pay date with the employee's payment of wages.” *Id.* at (i).

5 213. “An employer shall keep for at least three years records documenting the hours worked and
6 paid sick days accrued and used by an employee, and shall allow the Labor Commissioner to
7 access these records pursuant to the requirements set forth in Section 1174. An employer shall
8 make these records available to an employee in the same manner as described in Section 226.
9 If an employer does not maintain adequate records pursuant to this section, it shall be
10 presumed that the employee is entitled to the maximum number of hours accruable under this
11 article, unless the employer can show otherwise by clear and convincing evidence.” *Id.* at
12 247.5; *see also Cal. Code Regs.* tit. 8 § 11090(7)(A)-(C).

13 214. DEFENDANT RAPID failed to keep records showing all hours worked, paid sick days
14 accrued and used by its employees, and all wages paid to PLAINTIFF and all other
15 AGGRIEVED EMPLOYEES. DEFENDANT RAPID also failed to provide PLAINTIFF and
16 all other AGGRIEVED EMPLOYEES written notice that sets forth the amount of paid sick
17 leave available to them, or paid time off leave DEFENDANTS provide/d in lieu of sick leave.

18 215. Accordingly, DEFENDANT RAPID violated *California Labor Code* sections 1174, 246 and
19 247.5 and PLAINTIFF prays this Court award PLAINTIFF, all other AGGRIEVED
20 EMPLOYEES and the State of California all penalties owed by DEFENDANT RAPID,
21 including but not limited to those set forth in *California Labor Code* section 1174.5.

22 216. At all times relevant herein, *California Labor Code* section 1198 is and was in full force and
23 effect and is binding on DEFENDANT RAPID.

24 217. “The maximum hours of work and the standard conditions of labor fixed by the commission
25 shall be the maximum hours of work and the standard conditions of labor for employees. The
26 employment of any employee for longer hours than those fixed by the order or under
27 conditions of labor prohibited by the order is unlawful.” *Id.* at 1198.

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1 218. As set forth herein, DEFENDANT RAPID employed PLAINTIFF and all other AGGRIEVED
2 EMPLOYEES for longer hours than those fixed by the order and/or under conditions of labor
3 prohibited by the applicable IWC Wage Order. Accordingly, DEFENDANT RAPID's actions
4 were unlawful and in violation of *California Labor Code* section 1198.

5 219. At all times relevant herein, *California Labor Code* section 1199 is and was in full force and
6 effect and is binding on DEFENDANTS.

7 220. Under *California Labor Code* Section 1199: "Every employer or other person acting either
8 individually or as an officer, agent, or employee of another person is . . . punishable by a fine
9 of not less than one hundred dollars (\$100) . . . who does any of the following: (a) Requires or
10 causes any employee to work for longer hours than those fixed, or under conditions of labor
11 prohibited by an order of the commission. (b) Pays or causes to be paid to any employee a
12 wage less than the minimum fixed by an order of the commission. (c) Violates or refuses or
13 neglects to comply with any provision of this chapter or any order or ruling of the
14 commission."

15 221. As set forth herein, DEFENDANTS required or caused PLAINTIFF and AGGRIEVED
16 EMPLOYEES to work for longer hours than those fixed, or under conditions of labor
17 prohibited by an order of the commission, DEFENDANTS paid or caused to be paid to
18 PLAINTIFF and AGGRIEVED EMPLOYEES a wage less than the minimum fixed by an
19 order of the commission, and DEFENDANTS refused or neglected to comply with provisions
20 of this chapter or any order or ruling of the commission.

21 222. At all times relevant herein, *California Labor Code* section 202 is and was in full force and
22 effect and is binding on DEFENDANT RAPID.

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223. “If an employee not having a written contract for a definite period quits his or her employment, his or her wages shall become due and payable not later than 72 hours thereafter, unless the employee has given 72 hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting. Notwithstanding any other provision of law, an employee who quits without providing a 72-hour notice shall be entitled to receive payment by mail if he or she so requests and designates a mailing address. The date of the mailing shall constitute the date of payment for purposes of the requirement to provide payment within 72 hours of the notice of quitting.” *Id.* at 202(a).

224. PLAINTIFF is informed and believes and thereon alleges that any and all other discharged employees, or employees whom resigned from DEFENDANTS were also not immediately paid at the place of discharge all wages owed to them by DEFENDANTS; thus, DEFENDANTS violated *California Labor Code* sections 201, 202, 203 and 208.

225. Accordingly, DEFENDANT RAPID violated *California Labor Code* sections 201, 202, 203 and 208 and PLAINTIFF prays this Court award PLAINTIFF, all other AGGRIEVED EMPLOYEES and the State of California all penalties owed by DEFENDANT RAPID pursuant to the PAGA.

226. As detailed herein, PLAINTIFF and all other AGGRIEVED EMPLOYEES were victims of DEFENDANTS RAPID’s violations of *California Labor Code* sections 1194, 1194.2, 510, 226, 221; 222; 223; 225.5; 1174, 246, 247.5, 201, 202, 203, 208, as well as, Sections 3, 4 and 7 of the applicable IWC Wage Order.

227. Based on the just-listed violations, DEFENDANT RAPID also violated *California Labor Codes* sections 1197; 1182.12; 1198; and 1199.

228. And based on all DEFENDANTS RAPID’s just-listed violations, PLAINTIFF, all other AGGRIEVED EMPLOYEES and the State of California are entitled to civil penalties pursuant to *California Labor Code* sections 1197.1; 558; 226.3; 1174.5; and 2699(f)(2).

DEFENDANT SINGH’S CIVIL PENALTIES

229. PLAINTIFF re-alleges and incorporates all preceding paragraphs as though fully set forth herein.

230. At all times relevant herein, *California Labor Code* sections 558.1 and 1197.1 are and were in full force and effect and binding on DEFENDANTS, including DEFENDANT SINGH.

231. “Any employer or other person acting on behalf of an employer, who violates, or causes to be violated, any provision regulating minimum wages or hours and days of work in any order of the Industrial Welfare Commission, or violates, or causes to be violated, Sections 203, 226, 226.7, 1193.6, 1194, or 2802, may be held liable as the employer for such violation.” *Cal. Lab. Code* § 558.1(a). “Nothing in this section shall be construed to limit the definition of employer under existing law.” *Id.* at 558.1(c).

232. “For purposes of this section, the term “other person acting on behalf of an employer” is limited to a natural person who is an owner, director, officer, or managing agent of the employer, and the term “managing agent” has the same meaning as in subdivision (b) of Section 3294 of the Civil Code.” *Id.* at (b).

233. “Nothing in this section shall be construed to limit the definition of employer under existing law.” *Id.* at (c).

234. “Any employer or other person acting either individually or as an officer, agent, or employee of another person, who pays or causes to be paid to any employee a wage less than the minimum fixed by an applicable state or local law, or by an order of the commission shall be subject to a civil penalty” *Id.* at 1197.1(a). “For any initial violation that is intentionally committed, one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee is underpaid. *Id.* at (a)(1).

235. As detailed herein, DEFENDANT SINGH violate/d, and/or cause/d to be violated the provision regulating minimum wages or hours and days of work in the applicable IWC Wage Order, thus, *California Labor Code* section 510, and *California Labor Code* sections 203, 226, 1194 and 2802. PLAINTIFF and all other AGGRIEVED EMPLOYEES were victim of the just-listed violations in all pay periods and in at least one pay period.

236. As detailed herein, PLAINTIFF and all other AGGRIEVED EMPLOYEES were victims of DEFENDANTS SINGH’s violations of *California Labor Code* sections 1194, 510, 226, 203 and 2802.

1 237. Based on the just-listed violations, DEFENDANT SINGH also violated *California Labor*
2 *Codes* sections 1197; 1182.12; 1198; and 1199.

3 238. And based on all DEFENDANTS SINGH'S just-listed violations, PLAINTIFF, all other
4 AGGRIEVED EMPLOYEES and the State of California are entitled to civil penalties pursuant
5 to *California Labor Code* sections 558; 1197.1; 226.3; and 2699(f)(2).

6 239. PLAINTIFF prays that the Court award all civil penalties for PLAINTIFF, all AGGRIEVED
7 EMPLOYEES and the State of California, as well as, reasonable attorneys' fees and costs
8 incurred in this action, and any filing fee paid in this action.

9
10 **NINTH CAUSE OF ACTION**
11 **Violations of *Cal. Labor Code* § 1102.5**
12 **(Against All DEFENDANTS)**

13 240. PLAINTIFF re-alleges and incorporates all preceding paragraphs as though fully set forth
14 herein.

15 241. At all times relevant herein, *California Labor Code* section 1102.5 is and was in full force and
16 effect and binding on DEFENDANTS.

17 242. "An employer, or any person acting on behalf of the employer, shall not retaliate against an
18 employee for disclosing information, or because the employer believes that the employee
19 disclosed or may disclose information, to a government or law enforcement agency, to a person
20 with authority over the employee or another employee who has the authority to investigate,
21 discover, or correct the violation or noncompliance, or for providing information to, or
22 testifying before, any public body conducting an investigation, hearing, or inquiry, if the
23 employee has reasonable cause to believe that the information discloses a violation of state or
24 federal statute, or a violation of or noncompliance with a local, state, or federal rule or
25 regulation, regardless of whether disclosing the information is part of the employee's job
26 duties. *Cal. Lab. Code* § 1102.5.

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1 243. As set forth herein, PLAINTIFF disclosed information to DEFENDANTS he had reasonable
2 cause to believe constituted a violation of local, state and/or federal law, regulation, ordinance,
3 and/or mandate. PLAINTIFF had reasonable cause to believe that the information he disclosed
4 and complained of constituted violations of all the herein detailed violations of the *California*
5 *Labor Code* and applicable IWC Wage Order, and the information PLAINTIFF disclosed and
6 complained of did in fact constitute violations.

7 244. DEFENDANTS violated *California Labor Code* § 1102.5 by retaliating against, discriminating
8 against, harassing, and terminating/constructively discharging PLAINTIFF's employment after
9 disclosing and complaining of the herein detailed violations of the *California Labor Code* and
10 applicable IWC Wage Order.

11 245. DEFENDANTS, and each of them, are jointly and severally liable for engaging in the herein-
12 detailed conduct because DEFENDANT SINGH, who instituted the Adverse Employment
13 Action is/was the managing agent(s) for DEFENDANT RAPID.

14 246. As a proximate result of DEFENDANTS' willful, knowing, and intentional actions, including
15 without limitation the Adverse Employment Action, PLAINTIFF sustained and continues to
16 sustain substantial losses, including, but not limited to, losses in earnings and other
17 employment benefits, the intangible loss of employment-related opportunities for growth in
18 PLAINTIFF's field, and damage to PLAINTIFF's professional reputation, all in an amount
19 subject to proof at the time of trial.

20 247. PLAINTIFF claims such amounts as damages together with prejudgment interest pursuant to
21 *California Civil Code* sections 3287 and 3288, and/or any other provision of law providing for
22 prejudgment interest.

23 248. As a proximate result of DEFENDANTS' willful, knowing, and intentional actions, including
24 without limitation the Adverse Employment Action, PLAINTIFF suffered and continues to
25 suffer anxiety, worry, embarrassment, humiliation, mental anguish, and emotional distress and
26 has incurred and will likely incur, medical expenses as a result.

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1 249. PLAINTIFF is informed and believes, and based thereon alleges, that PLAINTIFF will
2 continue to experience the above-referenced emotional pain and suffering for a period in the
3 future that PLAINTIFF cannot presently ascertain, all in an amount subject to proof at the time
4 of trial.

5 250. As a proximate result of DEFENDANTS' willful, knowing, and intentional actions, including
6 without limitation the Adverse Employment Action, PLAINTIFF has been forced to hire
7 attorneys to prosecute the claims herein, and has incurred and will continue to incur
8 attorney's/s' fees and costs in connection therewith, and hereby seeks such attorney's/s' fees
9 and costs pursuant to statute.

10 251. The actions taken toward PLAINTIFF were carried out by and/or ratified by DEFENDANTS,
11 and each of them, and/or managing agent employees of DEFENDANTS, all of whom acted in
12 a despicable, oppressive, cruel, fraudulent, malicious, deliberate, deceitful, egregious, and
13 inexcusable manner in order to injure and damage PLAINTIFF, thereby justifying an award to
14 PLAINTIFF of punitive damages in a sum appropriate to punish and make an example of
15 DEFENDANTS.

16
17 **TENTH CAUSE OF ACTION**
18 **Violations of *Cal. Labor Code* § 98.6**
19 **(Against All DEFENDANTS)**

20 252. PLAINTIFF re-alleges and incorporates all preceding paragraphs as though fully set forth
21 herein.

22 253. At all times relevant herein, *California Labor Code* section 98.6 is and was in full force and
23 effect and binding on DEFENDANTS.

24 254. DEFENDANTS' actions and conduct were in direct violation of *California Labor Code* § 98.6,
25 making it unlawful to "discharge . . . or in any manner discriminate, retaliate, or take any
26 adverse action against any employee . . . because the employee . . . engaged in any conduct
27 delineated in [*California Labor Code* section 1102.5] . . . or because of the exercise by the
28 employee . . . on behalf of himself . . . or others . . . of any rights afforded him" *Cal. Lab.*
Code § 98.6.

1 255. When DEFENDANTS, and each of them, discriminated against, retaliated against, harassed,
2 and wrongfully terminated/constructively discharged PLAINTIFF, they did so because and
3 after PLAINTIFF complained of the various violations set forth herein.

4 256. DEFENDANTS, and each of them, are jointly and severally liable for engaging in the herein-
5 detailed conduct because DEFENDANT SINGH, who instituted the Adverse Employment
6 Action is/was the managing agent(s) for DEFENDANT RAPID.

7 257. As a proximate result of DEFENDANTS' willful, knowing, and intentional actions, including
8 without limitation the Adverse Employment Action, PLAINTIFF sustained and continues to
9 sustain substantial losses, including, but not limited to, losses in earnings and other
10 employment benefits, the intangible loss of employment-related opportunities for growth in
11 PLAINTIFF's field, and damage to PLAINTIFF's professional reputation, all in an amount
12 subject to proof at the time of trial.

13 258. PLAINTIFF claims such amounts as damages together with prejudgment interest pursuant to
14 *California Civil Code* sections 3287 and 3288, and/or any other provision of law providing for
15 prejudgment interest.

16 259. As a proximate result of DEFENDANTS' willful, knowing, and intentional actions, including
17 without limitation the Adverse Employment Action, PLAINTIFF suffered and continues to
18 suffer anxiety, worry, embarrassment, humiliation, mental anguish, and emotional distress and
19 has incurred and will likely incur, medical expenses as a result.

20 260. PLAINTIFF is informed and believes, and based thereon alleges, that PLAINTIFF will
21 continue to experience the above-referenced emotional pain and suffering for a period in the
22 future that PLAINTIFF cannot presently ascertain, all in an amount subject to proof at the time
23 of trial.

24 261. As a proximate result of DEFENDANTS' willful, knowing, and intentional actions, including
25 without limitation the Adverse Employment Action, PLAINTIFF has been forced to hire
26 attorneys to prosecute the claims herein, and has incurred and will continue to incur
27 attorney's/s' fees and costs in connection therewith, and hereby seeks such attorney's/s' fees
28 and costs pursuant to statute.

1 262. The actions taken toward PLAINTIFF were carried out by and/or ratified by DEFENDANTS,
2 and each of them, and/or managing agent employees of DEFENDANTS, all of whom acted in
3 a despicable, oppressive, cruel, fraudulent, malicious, deliberate, deceitful, egregious, and
4 inexcusable manner in order to injure and damage PLAINTIFF, thereby justifying an award to
5 PLAINTIFF of punitive damages in a sum appropriate to punish and make an example of
6 DEFENDANTS.

7
8 **ELEVENTH CAUSE OF ACTION**
9 **Wrongful Termination in Violation of Public Policy**
10 **(Against All DEFENDANTS)**

11 263. PLAINTIFF re-alleges and incorporates by reference the foregoing allegations as though fully
12 set forth herein.

13 264. Irrespective of any employment contract, DEFENDANTS' right to discharge PLAINTIFF was
14 subject to limits imposed by public policy of the State of California.

15 265. It is settled that an employer's discharge (including forced resignation) of an employee in
16 violation of a fundamental public policy embodied in a constitutional or statutory provision
17 gives rise to a tort action for wrongful termination in violation of public policy.

18 266. DEFENDANTS' discharge of PLAINTIFF violated the public policy of the State of California,
19 as expressed in provisions of the Constitution of the State of California, including Article I § 8,
20 and *California Labor Code* sections 1102.5 and 98.6, which prohibit discrimination,
21 retaliation, and harassment in employment on the basis of protected qualities set forth therein,
22 and, among other things, retaliation for protected complaints, protected opposition to violations
23 of the *California Labor Code* and or Applicable IWC Wage Order.

24 267. DEFENDANTS intentionally subjected PLAINTIFF to an Adverse Employment Action by
25 terminating his employment in violation of public policy, after imposing working conditions on
26 PLAINTIFF that were objectively and subjectively offensive, oppressive, intolerable, and
27 unreasonable, and which unusually aggravated PLAINTIFF and/or involved a continuous
28 pattern of mistreatment. PLAINTIFF expressed his belief that DEFENDANTS' conduct was
violative of California law. In response, DEFENDANTS terminated his employment.

1 268. DEFENDANTS, and each of them, are jointly and severally liable for engaging in the herein-
2 detailed conduct because DEFENDANT SINGH, who instituted the Adverse Employment
3 Action is/was the managing agent(s) for DEFENDANT RAPID.

4 269. DEFENDANTS authorized and ratified the wrongful acts of their agents and employees, knew
5 in advance that their agents and employees were likely to commit such acts and employed them
6 with conscious disregard of the rights or safety of others, and/or their officers, directors, or
7 managing agents were themselves guilty of oppression and malice.

8 270. As a result of DEFENDANTS' unlawful termination of PLAINTIFF's employment,
9 PLAINTIFF has suffered and will continue to suffer (a) substantial humiliation, serious mental
10 anguish, and emotional and physical distress; and (b) loss of past and future earnings, status
11 and future status, and employment benefits and opportunities, on account of which
12 PLAINTIFF is entitled to compensatory damages in an amount to be established according to
13 proof.

14 271. PLAINTIFF claims such amounts as damages together with prejudgment interest pursuant to
15 *California Civil Code* sections 3287 and 3288, and/or any other provision of law providing for
16 prejudgment interest.

17 272. As a further direct and proximate result of DEFENDANTS' termination of PLAINTIFF's
18 employment in violation of public policy and the *California Labor Code*, PLAINTIFF has
19 been compelled to retain the services of counsel and will continue to incur legal fees and costs.
20 Plaintiff requests an award of such attorney's/s' fees and costs of suit available under
21 California law.

22 273. DEFENDANTS' unlawful and wrongful termination of PLAINTIFF was intentional, malicious,
23 wanton, and oppressive, with a conscious disregard for PLAINTIFF's rights and with the intent
24 to vex, injure, punish, and annoy PLAINTIFF so as to cause PLAINTIFF the injuries alleged
25 herein. DEFENDANTS' acts amount to oppression and malice, as described in *California Civil*
26 *Code* section 3294. PLAINTIFF is therefore entitled to punitive or exemplary damages in an
27 amount sufficient to punish and make an example out of DEFENDANTS.

28 ///

TWELFTH CAUSE OF ACTION
Intentional Infliction of Emotional Distress
(Against All DEFENDANTS)

274. PLAINTIFF re-alleges and incorporates by reference the foregoing allegations as though fully set forth herein.

275. Pursuant to *Christensen v. Superior Court*, 54 Cal.3d 868, 903 (1991), PLAINTIFF is entitled to recover for the intentional infliction of emotional distress where, “(1) extreme and outrageous conduct by the defendant with the intention of causing, or reckless disregard of the probability of causing, emotional distress; (2) the plaintiff’s suffering severe or extreme emotional distress; and (3) actual and proximate causation of the emotional distress by the defendant’s outrageous conduct.”

276. DEFENDANTS’ extreme and outrageous conduct, as alleged herein and incorporated by reference, is imputed to DEFENDANTS’, and each of them, because the DEFENDANT SINGH was/is the owner/supervising agent of DEFENDANT RAPID, making DEFENDANTS, and each of them, jointly and severally liable for engaging in the herein-described conduct.

277. As a proximate result of DEFENDANTS’ conduct, PLAINTIFF has suffered and continues to suffer from severe emotional distress including embarrassment, humiliation, disappointment anxiety, and anger, all to PLAINTIFF’s damage in an amount to be proven at trial and which is within the jurisdiction of this court.

278. DEFENDANTS’ acts and omissions, as set forth herein, were extreme and outrageous and were undertaken in a despicable, oppressive, deceitful, fraudulent, deliberate, egregious and inexcusable manner, with malice and oppression as defined by *California Civil Code* section 3294.

279. In committing the outrageous acts and omissions described herein, DEFENDANTS, and each of them, knew or should have known that their conduct would result in PLAINTIFF’s severe emotional distress, and DEFENDANTS’ acts and omission were perpetrated with the intent to inflict and/or with reckless disregard for the probability of inflicting humiliation, mental anguish and severe emotional distress on PLAINTIFF.

1 280. As a proximate result of the wrongful acts of DEFENDANTS, and each of them, PLAINTIFF
2 has been harmed in that PLAINTIFF has suffered actual, consequential and incidental financial
3 losses, including without limitations loss of salary and benefits, and the intangible loss of
4 employment-related opportunities, medical benefits and other benefits including retirement, all
5 in an amount subject to proof at the time of trial. PLAINTIFF claims such amounts as
6 damages together with prejudgment interest.

7 281. As a proximate result of the wrongful acts of DEFENDANTS, and each of them,
8 PLAINTIFF has suffered and continues to suffer anxiety, worry, embarrassment
9 humiliation, mental anguish, and emotional distress. PLAINTIFF has experienced, among
10 other things, mental anguish, psychological pain and suffering, and related items such as
11 humiliation, embarrassment, nervousness, sleeplessness, irritability, agitation, annoyance,
12 fear, anger, anxiety, frustration, hopelessness, despair, depression, difficulty with
13 concentration.

14 282. PLAINTIFF is informed and believes and thereon alleges that he will continue to experience
15 said pain and emotional suffering for a period in the future all in an amount subject to
16 proof at the time of trial.

17 283. The termination, retaliation and Adverse Employment Actions taken toward PLAINTIFF were
18 carried out by and/or ratified by DEFENDANTS, and/or managing agent employees of
19 DEFENDANTS, all of whom acted in a despicable, oppressive, cruel, fraudulent, malicious,
20 deliberate, deceitful, egregious, and inexcusable manner in order to injure and damage
21 PLAINTIFF, thereby justifying an award to him of punitive damages in a sum appropriate to
22 punish and make an example of DEFENDANTS.

23
24 **THIRTEENTH CAUSE OF ACTION**

25 **Breach of Written Contract**

26 **(Against All DEFENDANTS)**

27 284. PLAINTIFF re-alleges and incorporates all preceding paragraphs as though fully set forth
28 herein.

///

1 285. During the four years last past, DEFENDANTS and PLAINTIFF entered into an agreement
2 whereby DEFENDANTS were to pay PLAINTIFF \$.60 for each mile driven, \$50.00 per stop
3 and \$35.00 hourly for detention time.

4 286. PLAINTIFF performed all conditions, covenants, and promises required of them under the
5 agreement in that they did perform work for DEFENDANTS.

6 287. DEFENDANTS and PLAINTIFF manifested an intention to be bound by the terms of the
7 agreement because the initial subsequent actions of the parties were in conformity therewith.

8 288. DEFENDANTS breached the agreement by failing to pay PLAINTIFF the agreed upon \$.60
9 per mile driven, \$50.00 per stop and \$35.00 hourly for detention time.

10 289. As a direct and proximate result of DEFENDANTS' failure to pay PLAINTIFF the preceding,
11 PLAINTIFF has been damaged in an amount according to proof at trial, together with interest
12 thereon.

13 290. DEFENDANTS are directly, contributorily, and/or vicariously liable for these actions.

14 291. PLAINTIFF prays the Court award him all underpaid and unpaid wages.

15
16 **FOURTEENTH CAUSE OF ACTION**

17 **Breach of Oral Contract**

18 **(Against All DEFENDANTS)**

19 292. PLAINTIFF re-alleges and incorporates all preceding paragraphs as though fully set forth
20 herein.

21 293. During the four years last past, DEFENDANTS and PLAINTIFF entered into an agreement
22 whereby DEFENDANTS were to pay PLAINTIFF \$.60 for each mile driven, \$50.00 per stop
23 and \$35.00 hourly for detention time.

24 294. PLAINTIFF performed all conditions, covenants, and promises required of them under the
25 agreement in that they did perform work for DEFENDANTS.

26 295. DEFENDANTS and PLAINTIFF manifested an intention to be bound by the terms of the
27 agreement because the initial subsequent actions of the parties were in conformity therewith.

28 296. DEFENDANTS breached the agreement by failing to pay PLAINTIFF the agreed upon \$.60
per mile driven, \$50.00 per stop and \$35.00 hourly for detention time.

1 297. As a direct and proximate result of DEFENDANTS' failure to pay PLAINTIFF the preceding,
2 PLAINTIFF has been damaged in an amount according to proof at trial, together with interest
3 thereon.

4 298. DEFENDANTS are directly, contributorily, and/or vicariously liable for these actions.

5 299. PLAINTIFF prays the Court award him all underpaid and unpaid wages.

6
7 **FIFTEENTH CAUSE OF ACTION**

8 **Penalties and Injunctive Relief for Violations of *Cal. Labor Code* § 226(c)**
9 **(Against All DEFENDANTS)**

10 300. PLAINTIFF re-alleges and incorporates all preceding paragraphs as though fully set forth
11 herein.

12 301. At all times relevant herein, *California Labor Code* sections 226 and 558.1 are and were in full
13 force and effect and binding on DEFENDANTS.

14 302. "An employer that is required by this code or any regulation adopted pursuant to this code to
15 keep the information required by subdivision (a) shall afford current and former employees the
16 right to inspect or copy records pertaining to their employment, upon reasonable request to the
17 employer." *Cal. Lab. Code* § 226(b).

18 303. "An employer who receives a written or oral request to inspect or copy records pursuant to
19 subdivision (b) pertaining to a current or former employee shall comply with the request as
20 soon as practicable, but no later than 21 calendar days from the date of the request." *Cal. Lab.*
21 *Code* § 226(c).

22 304. "A failure by an employer to permit a current or former employee to inspect or copy records
23 within the time set forth in subdivision (c) entitles the current or former employee or the Labor
24 Commissioner to recover a seven-hundred-fifty-dollar (\$750) penalty from the employer."
25 *Cal. Lab. Code* § 226(f).

26 305. "An employee may also bring an action for injunctive relief to ensure compliance with this
27 section, and is entitled to an award of costs and reasonable attorney's fees." *Cal. Lab. Code* §
28 226(h).

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1 306. “Any employer or other person acting on behalf of an employer, who violates, or causes to be
2 violated, any provision regulating minimum wages or hours and days of work in any order of
3 the Industrial Welfare Commission, or violates, or causes to be violated, Sections 203, 226,
4 226.7, 1193.6, 1194, or 2802, may be held liable as the employer for such violation.” *Cal.*
5 *Labor Code* § 558.1(a).

6 307. PLAINTIFF is informed and believes and thereon alleges that DEFENDANT SINGH violated
7 *California Labor Code* section 226 and/or the preceding was caused to be violated by
8 DEFENDANT SINGH, who was acting as the manager(s) and/or member(s) and as managing
9 agent(s) for DEFENDANT RAPID.

10 308. Accordingly, DEFENDANT RAPID, as well as, DEFENDANT SINGH can be held liable for
11 for the violations of *California Labor Code* section 226.

12 309. As set forth herein, PLAINTIFF was victim of DEFENDANTS’ violations of *California Labor*
13 *Code* section 226(c) and DEFENDANTS are liable for the damages stemming from the
14 violations of *California Labor Code* section 226(c).

15 310. PLAINTIFF prays that the Court award PLAINTIFF all penalties from DEFENDANTS and
16 injunctive relief to ensure compliance with this section, and an award of costs and reasonable
17 attorney's fees pursuant to *California Labor Code* section 226(f) and (h).

18
19 **SIXTEENTH CAUSE OF ACTION**

20 **Penalties and Injunctive Relief for Violation of *Cal. Labor Code* § 1198.5**
21 **(Against All Non-Individual DEFENDANTS)**

22 311. PLAINTIFF re-alleges and incorporates all preceding paragraphs as though fully set forth
23 herein.

24 312. At all times relevant herein, *California Labor Code* section 1198.5 is and was in full force and
25 effect and binding on DEFENDANTS.

26 313. *California Labor Code* section 1198.5, subdivision (b) mandates that an employer who
27 receives a written or oral request from an employee or former employee to inspect records
28 pursuant to that section “shall” comply with the request within 30 days. *Cal. Lab. Code* §
1198.5(b).

1 314. Whenever an employer fails to comply with section 1198.5, the employee is entitled to recover
2 a penalty of \$750 from the employer. *Cal. Lab. Code* § 1198.5(k). In the event an employee
3 must bring an action to ensure compliance with the code, he/she is entitled to recover attorney's
4 fees. *Cal. Lab. Code* § 1198.5(1).

5 315. As set forth herein, PLAINTIFF was victim of DEFENDANTS' violations of *California Labor*
6 *Code* section 1198.5.

7 316. Accordingly, DEFENDANTS can be held liable for the damages stemming from the violations
8 of *California Labor Code* section 1198.5.

9 317. PLAINTIFF prays that the Court award PLAINTIFF all penalties from DEFENDANTS and
10 injunctive relief to ensure compliance with this section, and an award of costs and reasonable
11 attorney's fees pursuant to *California Labor Code* section 1198.5(k) and (l).

12
13 **PRAYERS FOR RELIEF**

14 WHEREFORE, PLAINTIFF TYRELL ALLEN ROBINSON prays for judgment in favor of
15 PLAINTIFF TYRELL ALLEN ROBINSON against DEFENDANT RAPID LOGISTICS LLC,
16 DEFENDANT INDERBIR JAZZ SINGH and DEFENDANT DOES 1 through 25, as follows:

17 Against DEFENDANT RAPID LOGISTICS LLC and DEFENDANT DOES 1 through 25:

- 18 1. All actual, consequential and incidental financial losses, including without limitation
19 unpaid/underpaid wages, and restitution, loss of salary/earnings and benefits, medical
20 treatment, future medical care and treatment, and all recoverable special damages, together
21 with prejudgment interest, according to proof, but not less than \$1,000,000.00;
- 22 2. Compensatory and general damages, including, but not limited to, pain and suffering and
23 emotional distress, according to proof, but not less than \$1,000,000.00;
- 24 3. All statutory penalties and relief allowed under the *California Labor Code*, according to
25 proof;
- 26 4. Reasonable attorney's/s' fees, and costs of suit according to proof, but not less than
27 \$1,000,000.00;
- 28 5. Post-judgment interest according to any applicable provision of law, and according to proof;

1 6. Injunctive relief; and

2 7. Any additional, further relief as the Court deems proper.

3 Against INDERBIR JAZZ SINGH and DEFENDANT DOES 1 through 25:

4 1. All actual, consequential and incidental financial losses, including without limitation
5 unpaid/underpaid wages, and restitution, loss of salary/earnings and benefits, medical
6 treatment, future medical care and treatment, and all recoverable special damages, together
7 with prejudgment interest, according to proof, but not less than \$1,000,000.00;

8 2. Compensatory and general damages, including, but not limited to, pain and suffering and
9 emotional distress, according to proof, but not less than \$1,000,000.00;

10 3. All statutory penalties and relief allowed under the *California Labor Code*, according to
11 proof;

12 4. Reasonable attorney's/s' fees, and costs of suit according to proof, but not less than
13 \$1,000,000.00;

14 5. Post-judgment interest according to any applicable provision of law, and according to proof;

15 6. Injunctive relief; and

16 7. Any additional, further relief as the Court deems proper.

17
18 WHEREFORE, PLAINTIFF TYRELL ALLEN ROBINSON prays for judgment in favor of
19 (1) PLAINTIFF TYRELL ALLEN ROBINSON as an AGGRIEVED EMPLOYEE, (2) all
20 AGGRIEVED EMPLOYEES and (2) the State of California against DEFENDANT RAPID
21 LOGISTICS LLC, DEFENDANT INDERBIR JAZZ SINGH and DEFENDANT DOES 1 through
22 25, as follows:

23 1. All civil penalties and relief allowed under the *California Labor Code* in an amount
24 according to proof, but not less than \$5,000,000.00;

25 2. Reasonable attorney's/s' fees, and costs of suit according to proof, but not less than
26 \$1,000,000.00;

27 ///

28 ///

1 3. Any additional, further relief as the Court deems proper.

2
3
4 Dated: July 7, 2023

TWOMEY LAW, P.C.

5
6 BY: 

J.B. Twomey
Attorney for PLAINTIFF,
TYRELL ALLEN ROBINSON

7
8
9
10
11 **DEMAND FOR JURY TRIAL**

12
13 TYRELL ALLEN ROBINSON hereby demands a trial by jury for all causes of action set
14 forth herein that are entitled to a trial by jury.

15
16
17 Dated: July 7, 2023

TWOMEY LAW, P.C.

18
19 BY: 

J.B. Twomey
Attorney for PLAINTIFF,
TYRELL ALLEN ROBINSON

EXHIBIT 1

[illegible]

Fax: 818.937.6897

Sacramento, California 95835

1

PLAINTIFF implores California's Labor and Workforce Development Agency (hereinafter referred to as "LWDA") to investigate each aspect of DEFENDANT's herein-detailed violations of the *California Labor Code* and *California Code of Regulations* and any others that may exist, as those violations pertain to PLAINTIFF and any and all of DEFENDANT's current and former non-exempt California employees. Hereinafter, any and all of DEFENDANT's current and former non-exempt California employees, including PLAINTIFF, working at, for, or out of any and all of DEFENDANT's California offices/locations are collectively referred to as "AGGRIEVED EMPLOYEES." And PLAINTIFF and all AGGRIEVED EMPLOYEES were, and are being subjected to, *inter alia*, DEFENDANT's herein-detailed violations of the *California Labor Code* and applicable IWC Wage Order.

PLAINTIFF is informed and believes and based thereupon alleges that at all relevant times herein mentioned each DEFENDANT and DOES 1 through 25, inclusive, were the agents, servants and/or employees, partner, predecessor-in-interest, successor-in-interest, beneficiary, executor, fictitious business name, trustee, subsidiary, related/affiliated entity, assignee, assignor, legal representative, general administrator, member, co-conspirator, co-employer, integrated enterprise and/or joint venturer or occupied other relationships with each of the other named Defendants and at all times herein mentioned acted within the course and scope of said agency and/or employment and/or other relationship and each other DEFENDANTS has/have ratified, consented to, had actual and/or constructive knowledge of, was bound by, approved or, and/or failed to prevent the acts of its agents, employees, predecessor-in-interest, successor-in-interest, trustees, trustors, and/or representatives, and that each actively, passively, acquiesced, participated in, allowed, aided and abetted, assisted, acted, or failed to act, with one another in the commission of the wrongdoing alleged in this notice.

FACTS

PLAINTIFF was hired by DEFENDANT on or around September 12, 2022 as a driver. During all times relevant, when PLAINTIFF was in fact driving, his hours of service were regulated by the United States Department of Transportation Code of Federal Regulations, Title 49, Sections 395.1 to 395.13, Hours of Service of Drivers, and/or Title 13 of the California Code of Regulations, subchapter 6.5, Section 1200 and the following sections, regulating hours of drivers (hereinafter, "USDOT and/or CCR").

Upon PLAINTIFF's hiring, DEFENDANT failed to provide PLAINTIFF and any and all AGGRIEVED EMPLOYEES written notices containing (a) the rate or rates of pay and basis thereof, (b) any allowances claimed as part of the minimum wage, including meal or lodging allowances, (c) the regular payday designated by DEFENDANT, (d) DEFENDANT's name, including any and all of its "doing business as" names, (e) the physical address of DEFENDANT's main office / principal place of business / mailing address, (f) DEFENDANT's telephone number, (g) the name, address, and telephone number of DEFENDANT's workers' compensation insurance carrier, and (h) information about PLAINTIFF and any and all AGGRIEVED EMPLOYEES accruing and using sick leave; and having the right to request and use accrued paid sick leave without fear of being terminated or retaliated against for using or requesting the use of accrued paid sick leave, and that PLAINTIFF and any and all AGGRIEVED EMPLOYEES have the right to file a complaint against DEFENDANT if DEFENDANT retaliates. PLAINTIFF is informed and believes, and thereon alleges, DEFENDANT also fails to provide any and all newly-hired AGGRIEVED EMPLOYEES written notices containing the preceding information.

Similarly, when DEFENDANT made any changes to the above-listed information, it further failed to notify PLAINTIFF and any and all AGGRIEVED EMPLOYEES of those changes within seven calendar days after the changing by notice, other writing or by a timely furnished itemized wage statement. In fact, DEFENDANT never furnished PLAINTIFF and any and all AGGRIEVED EMPLOYEES with itemized wage statements, or at best, any statements that were furnished were inaccurate as discussed in detail below.

DURING all times relevant, DEFENDANT engages in wage theft by reducing/withholding wages from each and every of PLAINTIFF and all AGGRIEVED EMPLOYEES' forms/methods of compensation. For instance, upon PLAINTIFF's hiring, one form of wage payment DEFENDANT promised to pay PLAINTIFF was \$.60 per mile driven. However, over the course of PLAINTIFF's first several weeks of employment, including driving thousands of miles, DEFENDANT unilaterally, and with no prior notice, reduced PLAINTIFF's pay per mile driven; specifically, paying him only \$.55 for each of those thousands of miles driven. PLAINTIFF complained to DEFENDANT; specifically, he complained to INDIVIDUAL DEFENDANT about this unilateral withholding/reducing of PLAINTIFF's pay/wages that breached their agreement. First, DEFENDANT flat refused to pay PLAINTIFF the agreed upon \$.60 per mile driven for these thousands of miles already driven, and to date, DEFENDANT, and each of them, have willfully failed to pay PLAINTIFF these wages. Second, DEFENDANT then agreed to pay PLAINTIFF the originally promised \$.60 per mile driven if/when PLAINTIFF's assigned duties keep him within the state of California.

DEFENDANT's next form of wage theft occurs/ed when DEFENDANT fails/ed to pay PLAINTIFF and all AGGRIEVED EMPLOYEES for all miles driven. Specifically, DEFENDANT simply pays PLAINTIFF and all AGGRIEVED EMPLOYEES wages equivalent to them having driven hundreds to thousands of miles less than what they in fact drove. In other words, DEFENDANT simply shaves miles off PLAINTIFF and all AGGRIEVED EMPLOYEES' trips, thereby, shaving/reducing/withholding wages from their compensation. PLAINTIFF complained to DEFENDANT; specifically, he complained to INDIVIDUAL DEFENDANT about this shaving of miles resulting in shaving/withholding/reducing of PLAINTIFF's compensation. DEFENDANT simply denied such a practice and flat refused to pay PLAINTIFF for all the miles he in fact drove, and to date, DEFENDANT, and each of them, have willfully failed to pay PLAINTIFF these wages.

DEFENDANT's third form of wage theft occurs/ed when DEFENDANT fails/ed to pay PLAINTIFF and all AGGRIEVED EMPLOYEES their agreed upon, piece-rate pay per each stop on their routes. For instance, DEFENDANT agreed to pay PLAINTIFF \$50.00 per stop. DEFENDANT failed to pay PLAINTIFF for no less than twenty (20) stops during his employment. PLAINTIFF complained to DEFENDANT; specifically, he complained to INDIVIDUAL DEFENDANT about this failure to pay PLAINTIFF for all his stops. DEFENDANT simply denied such a practice and flat refused to pay PLAINTIFF for all the stops he made, and to date, DEFENDANT, and each of them, have willfully failed to pay PLAINTIFF these wages.

DEFENDANT's fourth form of wage theft occurs/ed when DEFENDANT fails/ed to pay PLAINTIFF and all AGGRIEVED EMPLOYEES for detention time, *i.e.*, the time they must wait for the various loading/unloading/arrival, etc. of cargo they have been assigned to deliver/pick-up, etc. During this detention time, which can and does last for up to twelve (12) hours, PLAINTIFF and all AGGRIEVED EMPLOYEES are unable to perform the functions of their employment for which they are supposed to be paid, *i.e.*, per mile driven, and per stop made. During some or all of this detention time, PLAINTIFF and all AGGRIEVED EMPLOYEES are not regulated by USDOT

and/or CCR. Thus, because DEFENDANT fails/ed to pay PLAINTIFF and all AGGRIEVED EMPLOYEES for detention time, DEFENDANT fails/ed to pay them California's prevailing minimum wage and/or their lawful overtime compensation. PLAINTIFF complained to DEFENDANT; specifically, he complained to INDIVIDUAL DEFENDANT about not being paid wages for any detention time. DEFENDANT flat refused to pay PLAINTIFF for detention time, and to date, DEFENDANT, and each of them, have willfully failed to pay PLAINTIFF these wages.

Upon PLAINTIFF first falling victim to, and unsuccessfully complaining to DEFENDANT about, each of DEFENDANT's above-detailed forms of wage theft, and other violations of California's laws, PLAINTIFF reached out/inquired about/discussed DEFENDANT's unlawful practices with other of DEFENDANT's employees. One and all of the AGGRIEVED EMPLOYEES that PLAINTIFF spoke with confirmed they, and to their knowledge and belief, all, were victim of DEFENDANT's ongoing, company-wide pattern and practice of withholding/reducing all forms of wages/pay/compensation, and failing to reimburse business expenses. And more than one of the AGGRIEVED EMPLOYEES, responded by saying something to the effect of, "Oh yeah, this guy is always skimming of my checks."

In addition to unpaid wages resulting from DEFENDANT's ongoing, company-wide pattern and practice of willfully withholding/reducing/skimming all forms of wages/pay/compensation from PLAINTIFF and all AGGRIEVED EMPLOYEES, DEFENDANT also willfully fails to pay PLAINTIFF and all AGGRIEVED EMPLOYEES all wages they earn twice during each calendar month, as well as, all wages owing within the statutorily required time, and place, after any one of the AGGRIEVED EMPLOYEES' resignation, or termination from employment.

Also resulting from, and necessary to conceal DEFENDANT's ongoing, company-wide pattern and practice of willfully withholding/reducing all forms of wages/pay/compensation from PLAINTIFF and all AGGRIEVED EMPLOYEES, DEFENDANT also failed/fails to furnish PLAINTIFF and all AGGRIEVED EMPLOYEES itemized wage statements, or at best issues them inaccurate written explanations of pay that fail to meet the requirements set forth in California's laws. The "wage statements," if any, that DEFENDANT furnishes to PLAINTIFF and all AGGRIEVED EMPLOYEES' fail to accurately show/evidence/contain/include (a) all forms of compensation earned, (b) the accurate hours/miles/unit/rates associated with any and all forms of wages depicted within the written explanations, (c) gross and net wages earned, (d) the name and address of the employer, (e) the name and/or employee number(s), and (f) the start and end dates of the period during which the compensation was earned.

Further resulting from, and necessary to conceal DEFENDANT's herein-detailed unlawful company-wide policies, DEFENDANT failed/fails to keep payroll records showing PLAINTIFF and all AGGRIEVED EMPLOYEES' hours worked, paid sick days accrued, wages earned/paid and gratuities earned/paid.

PLAINTIFF sent DEFENDANT records requests pursuant to *California Labor Code* Sections 226(c), 247.5 and 1198.5 in the same certified envelope containing this notice. PLAINTIFF does not believe DEFENDANT will produce or give PLAINTIFF access to the records within the statutorily required time, if at all.

During all times relevant, PLAINTIFF and all AGGRIEVED EMPLOYEES are and were incurring expenses discharging their duties for, and/or at the direction of DEFENDANT. Specifically, DEFENDANT required PLAINTIFF and all AGGRIEVED EMPLOYEES to use their personal

cellular phone services to carry out their duties for DEFENDANT's business. PLAINTIFF and all AGGRIEVED EMPLOYEES were required to download numerous apps in order that DEFENDANT's various vendors and brokers could track the cargo/shipments. Despite PLAINTIFF and all AGGRIEVED EMPLOYEES being required to use their personal cellular phones for DEFENDANT's business, DEFENDANT never reimbursed them for the same.

PLAINTIFF incurred further, unfortunate and unnecessary, costs as a result of his employment with, complaints to, DEFENDANT about DEFENDANT's unlawful and wage and hour policies and practices. Specifically, at the end of one of PLAINTIFF's routes, and with stated plans to take a few personal days off, DEFENDANT told PLAINTIFF that it would be okay for PLAINTIFF to leave his personal effects inside DEFENDANT's truck as that truck would not be used again until PLAINTIFF's return to work. However, DEFENDANT's representation was untrue. When PLAINTIFF returned to work from his days off, DEFENDANT had already sent another driver on a route with the truck containing PLAINTIFF's personal effects. PLAINTIFF and/or DEFENDANT contacted the driver who's then truck contained PLAINTIFF's personal effects and that driver confirmed PLAINTIFF's belongings were in the truck and would be kept safe. PLAINTIFF then began his assigned route with another truck. During PLAINTIFF's route, he kept updated on the whereabouts of the truck containing his belongings, and upon that truck's return to DEFENDANT's yard, INDIVIDUAL DEFENDANT confirmed to PLAINTIFF during a phone call (taking place while INDIVIDUAL DEFENDANT was inside the returned truck and gathering PLAINTIFF's belongings) that PLAINTIFF's belongings were safe and sound and that INDIVIDUAL DEFENDANT would safely store PLAINTIFF's belongings in his office until PLAINTIFF's return. INDIVIDUAL DEFENDANT broke this promise.

While PLAINTIFF was still on his route, he received yet another deficient payment from DEFENDANT. Per usual, PLAINTIFF complained to INDIVIDUAL DEFENDANT about DEFENDANT, specifically, INDIVIDUAL DEFENDANT's, herein-detailed forms of wage theft. INDIVIDUAL DEFENDANT responded by telling PLAINTIFF that if he didn't like the way INDIVIDUAL DEFENDANT did business, he could hit the road. PLAINTIFF confirmed that if DEFENDANT by way of INDIVIDUAL DEFENDANT would continue stealing his wages, he had no choice but to find other employment.

On or around November 9, 2022, at the close of PLAINTIFF's route, and upon PLAINTIFF's return to DEFENDANT's yard, INDIVIDUAL DEFENDANT enthusiastically and aggressively confirmed again that (1) he would not be paying PLAINTIFF any of the unpaid wages amassed during PLAINTIFF's employment, and (2) none of INDIVIDUAL DEFENDANT's / DEFENDANT's unlawful wage and hour policies and practices would be changing. With that, PLAINTIFF asked that his belongings be returned to him. INDIVIDUAL DEFENDANT enthusiastically, aggressively and happily told PLAINTIFF: "I threw your s*&t away -- get the f*&k off my property."

PLAINTIFF left DEFENDANT's property without his belongings. INDIVIDUAL DEFENDANT trashed PLAINTIFF's belongings that included, *inter alia*: (a) a high-value remote control car, (b) cooking ware/kitchen ware, including a high-value portable stove top, (c) work-out equipment, and (d) most important, unfortunate and a treasure holding immeasurable value, the blanket PLAINTIFF's recently passed mother used on her death bed. And INDIVIDUAL DEFENDANT was fully aware, and did not care, that the blanket he trashed (a) was the blanket PLAINTIFF's recently passed mother used on her death bed, and (b) had immeasurable value to PLAINTIFF.

PLAINTIFF left DEFENDANT's property without his belongings, and without all the wages he earned while employed by DEFENDANT. DEFENDANT willfully failed/fails to pay PLAINTIFF all the herein-detailed unpaid wages at the time and place of his termination.

All the herein-detailed violations of the *California Labor Code* and applicable IWC Wage order, *i.e.*, *California Code of Regulations* tit. 8 Section 11090, were/are violated, or were/are caused to be violated by INDIVIDUAL DEFENDANT, the natural person, who, as the owner, director and managing agent of Rapid Logistics LLC controls all conditions of employment, including wages and hours for PLAINTIFF and any and all AGGRIEVED EMPLOYEES.

PLAINTIFF is informed and believes and thereon alleges that any and all other current and former non-exempt California employees of DEFENDANT, including non-exempt employees other than those in PLAINTIFF's specific department, or specific location, *i.e.*, any and all AGGRIEVED EMPLOYEES, were/are also subjected to all of DEFENDANT's herein-detailed violations of the *California Labor Code* and applicable IWC Wage Order during *i.e.*, *California Code of Regulations* tit. 8 Section 11090, each and every pay period they work/ed during no less than one (1) year back from the date of this notice, and will be further subjected to said violations, up to and including each and every present day until citations are issued by the LWDA, or a Court enters judgment.

DEFENDANT'S VIOLATIONS

I. DEFENDANT'S Violations of California Labor Code Section 2810.5.

a. California Labor Code Section 2810.5.

At the time of hiring, an employer shall provide to each employee a written notice, in the language the employer normally uses to communicate employment-related information to the employee, containing the following information: (A) The rate or rates of pay and basis thereof, whether paid by the hour, shift, day, week, salary, piece, commission, or otherwise, including any rates for overtime, as applicable. (B) Allowances, if any, claimed as part of the minimum wage, including meal or lodging allowances. (C) The regular payday designated by the employer in accordance with the requirements of this code. (D) The name of the employer, including any "doing business as" names used by the employer. (E) The physical address of the employer's main office or principal place of business, and a mailing address, if different. (F) The telephone number of the employer. (G) The name, address, and telephone number of the employer's workers' compensation insurance carrier. (H) That an employee: may accrue and use sick leave; has a right to request and use accrued paid sick leave; may not be terminated or retaliated against for using or requesting the use of accrued paid sick leave; and has the right to file a complaint against an employer who retaliates.

Cal. Lab. Code § 2810.5(a)(1)(A)-(H).

Moreover,

An employer shall notify his or her employees in writing of any changes to the information set forth in the notice within seven calendar days after the time of the changes, unless one of the following applies: (1) All changes are reflected on a timely wage statement furnished in accordance with Section 226. (2) Notice of all changes is provided in another writing required by law within seven days of the changes.

Id. at (b)(1)-(2).

b. Facts and Theories Supporting Defendant's Violations of *California Labor Code* Section 2810.5.

Upon PLAINTIFF's hiring, DEFENDANT failed to provide PLAINTIFF and any and all AGGRIEVED EMPLOYEES written notices containing (a) the rate or rates of pay and basis thereof, (b) any allowances claimed as part of the minimum wage, including meal or lodging allowances, (c) the regular payday designated by DEFENDANT, (d) DEFENDANT's name, including any and all of its "doing business as" names, (e) the physical address of DEFENDANT's main office / principal place of business / mailing address, (f) DEFENDANT's telephone number, (g) the name, address, and telephone number of DEFENDANT's workers' compensation insurance carrier, and (h) information about PLAINTIFF and any and all AGGRIEVED EMPLOYEES accruing and using sick leave; and having the right to request and use accrued paid sick leave without fear of being terminated or retaliated against for using or requesting the use of accrued paid sick leave, and that PLAINTIFF and any and all AGGRIEVED EMPLOYEES have the right to file a complaint against DEFENDANT if DEFENDANT retaliates. PLAINTIFF is informed and believes, and thereon alleges, DEFENDANT also fails to provide any and all newly-hired AGGRIEVED EMPLOYEES written notices containing the preceding information. Similarly, when DEFENDANT made any changes to the above-listed information, it further failed to notify PLAINTIFF and any and all AGGRIEVED EMPLOYEES of those changes within seven calendar days after the changing by notice, other writing or by a timely furnished itemized wage statement. In fact, DEFENDANT never furnished PLAINTIFF and any and all AGGRIEVED EMPLOYEES with itemized wage statements, or at best, any statements that were furnished were inaccurate as discussed in detail below. Accordingly, DEFENDANT is and was in violation of *California Labor Code* Section 2810.5. The LWDA should investigate these violations as applying to PLAINTIFF and any and all AGGRIEVED EMPLOYEES. The provisions of subdivision (c) of *California Labor Code* Section 2699.3 applies to *California Labor Code* Section 2810.5.

II. **DEFENDANT'S Violations of *California Labor Code* Sections 1197, 1182.12, 1194, and 1194.2, Thus, Liability for Penalties Pursuant to Section 1197.1.**

a. *California Labor Code* Sections 1197, 1182.12, 1194, 1194.2 and 1197.1.

The minimum wage for employees fixed by the commission or by any applicable state or local law, is the minimum wage to be paid to employees, and the payment of a lower wage than the minimum so fixed is unlawful. This section does not change the applicability of local minimum wage laws to any entity.

Cal. Labor Code § 1197.

Notwithstanding any other provision of this part, on and after July 1, 2014, the minimum wage for all industries shall be not less than nine dollars (\$9) per hour, and on and after January 1, 2016, the minimum wage for all industries shall be not less than ten dollars (\$10) per hour.

Id. at 1182.12.

Notwithstanding any agreement to work for a lesser wage, any employee receiving less than the legal minimum wage or the legal overtime compensation applicable to the employee is entitled to recover in a civil action the unpaid balance of the full amount of this minimum wage or overtime compensation, including interest thereon, reasonable attorney's fees, and costs of suit.

Id. at 1194(a).

In any action under Section 98, 1193.6, 1194, or 1197.1 to recover wages because of the payment of a wage less than the minimum wage fixed by an order of the commission or by statute, an employee shall be entitled to recover liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon. Nothing in this subdivision shall be construed to authorize the recovery of liquidated damages for failure to pay overtime compensation. A suit may be filed for liquidated damages at any time before the expiration of the statute of limitations on an action for wages from which the liquidated damages arise.

Id. at 1194.2(a).

Any employer or other person acting either individually or as an officer, agent, or employee of another person, who pays or causes to be paid to any employee a wage less than the minimum fixed by an applicable state or local law, or by an order of the commission shall be subject to a civil penalty, restitution of wages, liquidated damages payable to the employee, and any applicable penalties imposed pursuant to Section 203

Id. at 1197.1(a).

(1) For any initial violation that is intentionally committed, one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee is underpaid. This amount shall be in addition to an amount sufficient to recover underpaid wages, liquidated damages pursuant to Section 1194.2, and any applicable penalties imposed pursuant to Section 203.

(2) For each subsequent violation for the same specific offense, two hundred fifty dollars (\$250) for each underpaid employee for each pay period for which the employee is underpaid regardless of whether the initial violation is intentionally committed.

Id. at (a)(1)-(2).

- b. Facts and Theories Supporting Defendant's Violation of *California Labor Code* Sections 1197, 1182.12, 1194, and 1194.2, Thus, Liability for Penalties Pursuant to Section 1197.1.

DURING all times relevant, DEFENDANT engages in wage theft by reducing/withholding wages from each and every of PLAINTIFF and all AGGRIEVED EMPLOYEES' forms/methods of compensation. DEFENDANT's fourth form of wage theft occurs/ed when DEFENDANT fails/ed to pay PLAINTIFF and all AGGRIEVED EMPLOYEES for detention time, *i.e.*, the time they must wait for the various loading/unloading/arrival, etc. of cargo they have been assigned to deliver/pick-up, etc. During this detention time, which can and does last for up to twelve (12) hours, PLAINTIFF and all AGGRIEVED EMPLOYEES are unable to perform the functions of their employment for which they are supposed to be paid, *i.e.*, per mile driven, and per stop made. During some or all of this detention time, PLAINTIFF and all AGGRIEVED EMPLOYEES are not regulated by USDOT and/or CCR. Thus, because DEFENDANT fails/ed to pay PLAINTIFF and all AGGRIEVED EMPLOYEES for detention time, DEFENDANT fails/ed to pay them California's prevailing minimum wage and/or their lawful overtime compensation. PLAINTIFF complained to DEFENDANT; specifically, he complained to INDIVIDUAL DEFENDANT about not being paid wages for any detention time. DEFENDANT flat refused to pay PLAINTIFF for detention time, and to date, DEFENDANT, and each of them, have willfully failed to pay PLAINTIFF these wages. Accordingly, DEFENDANT is and was in violation of *California Labor Code* Sections 1197, 1182.12, 1194, 1194.2 and *California Code of Regulations* tit. 8 Section 11090(4). The LWDA should investigate these violations as applying to PLAINTIFF and any and all AGGRIEVED EMPLOYEES. The provisions of subdivision (a) of *California Labor Code* Section 2699.3 applies to *California Labor Code* Sections 1197, 1194, 1199, 1197.1, and provisions of subdivision (c) of *California Labor Code* Section 2699.3 applies to *California Labor Code* Section 1182.12 and 1194.2.

III. DEFENDANT'S Violations of *California Labor Code* Section 510 and 204.3, Thus, Liability for Penalties Pursuant to Section 1197.1.

- a. *California Labor Code* Sections 510, 204.3 and 1197.1.

Eight hours of labor constitutes a day's work. Any work in excess of eight hours in one workday and any work in excess of 40 hours in any one workweek and the first eight hours worked on the seventh day of work in any one workweek shall be compensated at the rate of no less than one and one-half times the regular rate of pay for an employee.

Cal. Labor Code § 510; *see also Cal. Code Regs.* tit. 8 § 11090(3)(A)(a)(1).

An employee may receive, in lieu of overtime compensation, compensating time off at a rate of not less than one and one-half hours for each hour of employment for which overtime compensation is required by law. If an hour of employment would otherwise be compensable at a rate of more than one and one-half times the employee's regular rate of compensation, then the employee may receive compensating time off commensurate with the higher rate."

Id. at 204.3.

Any employer or other person acting either individually or as an officer, agent, or employee of another person, who pays or causes to be paid to any employee a wage less than the minimum fixed by an applicable state or local law, or by an order of the commission shall be subject to a civil penalty, restitution of wages, liquidated damages payable to the employee, and any applicable penalties imposed pursuant to Section 203

Id. at 1197.1(a).

(1) For any initial violation that is intentionally committed, one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee is underpaid. This amount shall be in addition to an amount sufficient to recover underpaid wages, liquidated damages pursuant to Section 1194.2, and any applicable penalties imposed pursuant to Section 203.

(2) For each subsequent violation for the same specific offense, two hundred fifty dollars (\$250) for each underpaid employee for each pay period for which the employee is underpaid regardless of whether the initial violation is intentionally committed.

Id. at (a)(1)-(2).

b. Facts and Theories Supporting Defendant's Violations of *California Labor Code* Sections 510 and 204.3, Thus, Liability for Penalties Pursuant to Section 1197.1.

DEFENDANT's fourth form of wage theft occurs/ed when DEFENDANT fails/ed to pay PLAINTIFF and all AGGRIEVED EMPLOYEES for detention time, *i.e.*, the time they must wait for the various loading/unloading/arrival, etc. of cargo they have been assigned to deliver/pick-up, etc. During this detention time, which can and does last for up to twelve (12) hours, PLAINTIFF and all AGGRIEVED EMPLOYEES are unable to perform the functions of their employment for which they are supposed to be paid, *i.e.*, per mile driven, and per stop made. During some or all of this detention time, PLAINTIFF and all AGGRIEVED EMPLOYEES are not regulated by USDOT and/or CCR. Thus, because DEFENDANT fails/ed to pay PLAINTIFF and all AGGRIEVED EMPLOYEES for detention time, DEFENDANT fails/ed to pay them California's prevailing minimum wage and/or their lawful overtime compensation. PLAINTIFF complained to DEFENDANT; specifically, he complained to INDIVIDUAL DEFENDANT about not being paid wages for any detention time. DEFENDANT flat refused to pay PLAINTIFF for detention time, and to date, DEFENDANT, and each of them, have willfully failed to pay PLAINTIFF these wages. Accordingly, DEFENDANT is and was in violation of *California Labor Code* Sections 510 and 204.3 and *Cal. Code Regs.* tit. 8 Section 11090(3), and is, thus, liable for civil penalties pursuant to Section 1197.1. The LWDA should investigate these violations as applying to PLAINTIFF and any and all AGGRIEVED EMPLOYEES. The provisions of subdivision (a) of *California Labor Code* Section 2699.3 applies to *California Labor Code* Sections 510 and 1197.1, and subdivision (c) applies to 204.3.

IV. DEFENDANT’S Liability for Civil Penalties Pursuant to *California Labor Code* Section 558.

a. *California Labor Code* Section 558.

Any employer or other person acting on behalf of an employer who violates, or causes to be violated, a section of this chapter or any provision regulating hours and days of work in any order of the Industrial Welfare Commission shall be subject to a civil penalty as follows: For any initial violation, fifty dollars (\$50) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages. For each subsequent violation, one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages.”

Cal. Lab. Code § 558(a)(1)-(2) (emphasis added).

b. Facts and Theories Supporting Defendant’s Liability for Civil Penalties Pursuant to *California Labor Code* Section 558.

As set forth herein, during all relevant pay periods, DEFENDANT *California Labor Code* Section 510, as well as, the provision regulating hours and days of work in the applicable IWC Wage Order, *i.e.*, *Cal. Code Regs.* tit. 8 Section 11090(3). All the herein-detailed violations of the *California Labor Code* and applicable IWC Wage order, were/are violated, or were/are caused to be violated by INDIVIDUAL DEFENDANT, the natural person, who is the agent for service of process for, and controls all conditions of employment as the owner, director and managing agent of, Rapid Logistics LLC. Accordingly, DEFENDANT is and was in violation of *California Labor Code* Section 558. The LWDA should investigate these violations as applying to PLAINTIFF and any and all AGGRIEVED EMPLOYEES. The provisions of subdivision (c) of *California Labor Code* Section 2699.3 applies to *California Labor Code* Section 558.

V. DEFENDANT’S Violations of *California Labor Code* Sections 221, 222 and 223, Thus, Liability for Penalties Pursuant to Section 225.5.

a. *California Labor Code* Section 221, 222, 223 and 225.5.

“It shall be unlawful for any employer to collect or receive from an employee any part of wages theretofore paid by said employer to said employee.” Section 221 specifies that it is unlawful for an employer to collect or receive any part of wages already paid to an employee. The law, though, does allow for an employee to volunteer repayment of overpaid wages. The employee must agree to this via a written authorization. *Cal. Lab. Code* § 221.

“It shall be unlawful, in case of any wage agreement arrived at through collective bargaining, either wilfully or unlawfully or with intent to defraud an employee, a competitor, or any other person, to withhold from said employee any part of the wage agreed upon.” *Id.* at 222. “Where any statute or contract requires an employer to maintain the designated wage scale, it shall be unlawful to secretly pay a lower wage while purporting to pay the wage designated by statute or by contract.” *Id.* at 223.

In addition to, and entirely independent and apart from, any other penalty provided in this article, every person who unlawfully withholds wages due any employee in violation of Section 212, 216, 221, 222, or 223 shall be subject to a civil penalty as follows:

(a) For any initial violation, one hundred dollars (\$100) for each failure to pay each employee.

(b) For each subsequent violation, or any willful or intentional violation, two hundred dollars (\$200) for each failure to pay each employee, plus 25 percent of the amount unlawfully withheld.

Id. at 225.5.

b. Facts and Theories Supporting Defendant's Violations of *California Labor Code* Sections 221, 222 and 223, Thus, Liability for Penalties Pursuant to Section 225.5.

DURING all times relevant, DEFENDANT engages in wage theft by reducing/withholding wages from each and every of PLAINTIFF and all AGGRIEVED EMPLOYEES' forms/methods of compensation. For instance, upon PLAINTIFF's hiring, one form of wage payment DEFENDANT promised to pay PLAINTIFF was \$.60 per mile driven. However, over the course of PLAINTIFF's first several weeks of employment, including driving thousands of miles, DEFENDANT unilaterally, and with no prior notice, reduced PLAINTIFF's pay per mile driven; specifically, paying him only \$.55 for each of those thousands of miles driven. PLAINTIFF complained to DEFENDANT; specifically, he complained to INDIVIDUAL DEFENDANT about this unilateral withholding/reducing of PLAINTIFF's pay/wages that breached their agreement. First, DEFENDANT flat refused to pay PLAINTIFF the agreed upon \$.60 per mile driven for these thousands of miles already driven, and to date, DEFENDANT, and each of them, have willfully failed to pay PLAINTIFF these wages. Second, DEFENDANT then agreed to pay PLAINTIFF the originally promised \$.60 per mile driven if/when PLAINTIFF's assigned duties keep him within the state of California. DEFENDANT's next form of wage theft occurs/ed when DEFENDANT fails/ed to pay PLAINTIFF and all AGGRIEVED EMPLOYEES for all miles driven. Specifically, DEFENDANT simply pays PLAINTIFF and all AGGRIEVED EMPLOYEES wages equivalent to them having driven hundreds to thousands of miles less than what they in fact drove. In other words, DEFENDANT simply shaves miles off PLAINTIFF and all AGGRIEVED EMPLOYEES' trips, thereby, shaving/reducing/withholding wages from their compensation. PLAINTIFF complained to DEFENDANT; specifically, he complained to INDIVIDUAL DEFENDANT about this shaving of miles resulting in shaving/withholding/reducing of PLAINTIFF's compensation. DEFENDANT simply denied such a practice and flat refused to pay PLAINTIFF for all the miles he in fact drove, and to date, DEFENDANT, and each of them, have willfully failed to pay PLAINTIFF these wages. DEFENDANT's third form of wage theft occurs/ed when DEFENDANT fails/ed to pay PLAINTIFF and all AGGRIEVED EMPLOYEES their agreed upon, piece-rate pay per each stop on their routes. For instance, DEFENDANT agreed to pay PLAINTIFF \$50.00 per stop. DEFENDANT failed to pay PLAINTIFF for no less than twenty (20) stops during his employment. PLAINTIFF complained to DEFENDANT; specifically, he complained to INDIVIDUAL DEFENDANT about this failure to pay PLAINTIFF for all his stops. DEFENDANT simply denied such a practice and flat refused to pay PLAINTIFF for all the stops he made, and to date, DEFENDANT, and each of them, have willfully failed to pay PLAINTIFF these wages. DEFENDANT's fourth form of wage theft occurs/ed when DEFENDANT fails/ed to pay PLAINTIFF and all AGGRIEVED EMPLOYEES for detention time, *i.e.*, the time they must wait for the various loading/unloading/arrival, etc. of cargo they have

been assigned to deliver/pick-up, etc. During this detention time, which can and does last for up to twelve (12) hours, PLAINTIFF and all AGGRIEVED EMPLOYEES are unable to perform the functions of their employment for which they are supposed to be paid, *i.e.*, per mile driven, and per stop made. During some or all of this detention time, PLAINTIFF and all AGGRIEVED EMPLOYEES are not regulated by USDOT and/or CCR. Thus, because DEFENDANT fails/ed to pay PLAINTIFF and all AGGRIEVED EMPLOYEES for detention time, DEFENDANT fails/ed to pay them California's prevailing minimum wage and/or their lawful overtime compensation. PLAINTIFF complained to DEFENDANT; specifically, he complained to INDIVIDUAL DEFENDANT about not being paid wages for any detention time. DEFENDANT flat refused to pay PLAINTIFF for detention time, and to date, DEFENDANT, and each of them, have willfully failed to pay PLAINTIFF these wages. Accordingly, DEFENDANT is and was in violation of *California Labor Code* Sections 221, 222 and 223, and is, thus, liable for civil penalties pursuant to Section 225.5. The LWDA should investigate these violations as applying to PLAINTIFF and any and all AGGRIEVED EMPLOYEES. The provisions of subdivision (a) of *California Labor Code* Section 2699.3 applies to *California Labor Code* Sections 221, 222 and 223, and subdivision (c) applies to 225.5.

VI. DEFENDANT'S Violations of *California Labor Code* Section 1198.

a. *California Labor Code* Section 1198.

"The maximum hours of work and the standard conditions of labor fixed by the commission shall be the maximum hours of work and the standard conditions of labor for employees. The employment of any employee for longer hours than those fixed by the order or under conditions of labor prohibited by the order is unlawful." *Cal. Labor Code* § 1198.

b. Facts and Theories Supporting Defendant's Violation of *California Labor Code* Section 1198.

As set forth herein, during all relevant pay periods, Defendant continuously violated the standard and conditions of labor fixed by the commission, including but not limited to its violations of *California Labor Code* sections 1197, 1182.12, 1194, 510 and *Cal. Code Regs.* tit. 8 Section 11090(3)-(4). Accordingly, DEFENDANT is and was in violation of *California Labor Code* Section 1198. The LWDA should investigate these violations as applying to PLAINTIFF and any and all AGGRIEVED EMPLOYEES. The provisions of subdivision (a) of *California Labor Code* Section 2699.3 applies to *California Labor Code* Section 1198.

VII. DEFENDANT'S Violations of *California Labor Code* Section 1199.

a. *California Labor Code* Section 1199.

Every **employer or other person acting either individually or as an officer, agent, or employee of another person** is guilty of a misdemeanor and is punishable by a fine of not less than one hundred dollars (\$100) or by imprisonment for not less than 30 days, or by both, who does any of the following: (a) **Requires or causes any employee to work for longer hours than those fixed, or under conditions of labor prohibited by an order of the commission.** (b) **Pays or causes to be paid to any employee a wage less than the minimum fixed by an order of the commission.**

(c) Violates or refuses or neglects to comply with any provision of this chapter or any order or ruling of the commission.

Cal. Labor Code § 1199 (emphasis added).

b. Facts and Theories Supporting Defendant's Violation of *California Labor Code* Section 1199.

As set forth herein, during all times relevant, DEFENDANT continuously required or caused PLAINTIFF and any and all AGGRIEVED EMPLOYEES to (1) work for longer hours than those fixed by an order of the commission, (2) under conditions of labor prohibited by an order of the commission, and (3) to be paid a wage less than the minimum fixed by an order of the commission. Moreover, during all times relevant, DEFENDANT continuously violates, refuses and neglects to comply with provisions of this chapter of the *California Labor Code* and orders and rulings of the commission as evidenced by its violations of *California Labor Code* sections 1197, 1182.12, 1194, 510 and *Cal. Code Regs.* tit. 8 Section 11090(3)-(4). Accordingly, DEFENDANT is and was in violation of *California Labor Code* Section 1199. The LWDA should investigate these violations as applying to PLAINTIFF and any and all AGGRIEVED EMPLOYEES. The provisions of subdivision (a) of *California Labor Code* Section 2699.3 applies to *California Labor Code* Section 1199.

VIII. DEFENDANT'S Violations of *California Labor Code* Section 204, Thus, Liability for Penalties Pursuant to Section 210.

a. *California Labor Code* Sections 204 and 210.

"All wages, other than those mentioned in Section 201, 201.3, 202, 204.1, or 204.2, 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." *Cal. Lab. Code* § 204.

In addition to, and entirely independent and apart from, any other penalty provided in this article, every person who fails to pay the wages of each employee as provided in Sections 201.3, 204, 204b, 204.1, 204.2, 205, 205.5, and 1197.5, shall be subject to a civil penalty as follows: (1) For any initial violation, one hundred dollars (\$100) for each failure to pay each employee. (2) For each subsequent violation, or any willful or intentional violation, two hundred dollars (\$200) for each failure to pay each employee, plus 25 percent of the amount unlawfully withheld.

Id. at 210.

b. Facts and Theories Supporting Defendant's Violation of *California Labor Code* Section 204, Thus, Liability for Penalties Pursuant to Section 210.

As set forth herein, DEFENDANT at all times failed to pay PLAINTIFF and all AGGRIEVED EMPLOYEES their lawful wages twice during each calendar month that were due and owing because of DEFENDANT's violations of *California Labor Code* Sections 1197, 1182.12, 1194, 510 and *Cal. Code Regs.* tit. 8 Section 11090(3)-(4). Accordingly, DEFENDANT is and was in violation of *California Labor Code* Section 204 and is, thus, liable for civil penalties

pursuant to Section 210. The LWDA should investigate these violations as applying to PLAINTIFF and any and all AGGRIEVED EMPLOYEES. The provisions of subdivision (a) of *California Labor Code* Section 2699.3 applies to *California Labor Code* Section 204 and provisions of subdivision (c) of *California Labor Code* Section 2699.3 applies to *California Labor Code* Section 210.

IX. DEFENDANT'S Violations of *California Labor Code* Section 226, Thus, Liability for Penalties Pursuant to Section 226.3 or 2699(f)(2).

a. *California Labor Code* Section 226, 226.3 and 2699(f)(2).

Every employer shall, semimonthly or at the time of each payment of wages, furnish each of his or her employees, either as a detachable part of the check, draft, or voucher paying the employees wages, or separately when wages are paid by personal check or cash, an accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the employee, except for any employee whose compensation is solely based on a salary and who is exempt from payment of overtime under subdivision (a) of Section 515 or any applicable order of the Industrial Welfare Commission, (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and only the last four digits of his or her social security number or an employee identification number other than a social security number, (8) the name and address of the legal entity that is the employer and, if the employer is a farm labor contractor, as defined in subdivision (b) of Section 1682, the name and address of the legal entity that secured the services of the employer, and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee and, beginning July 1, 2013, if the employer is a temporary services employer as defined in Section 201.3, the rate of pay and the total hours worked for each temporary services assignment. The deductions made from payment of wages shall be recorded in ink or other indelible form, properly dated, showing the month, day, and year, and a copy of the statement and the record of the deductions shall be kept on file by the employer for at least three years at the place of employment or at a central location within the State of California. For purposes of this subdivision, copy includes a duplicate of the itemized statement provided to an employee or a computer-generated record that accurately shows all of the information required by this subdivision.

Cal. Lab. Code § 226(a); *see also Cal. Code Regs.* tit. 8 § 11090(7)(B).

Any employer who violates subdivision (a) of Section 226 shall be subject to a civil penalty in the amount of two hundred fifty dollars (\$250) per employee per violation in an initial citation and one thousand dollars (\$1,000) per employee for each violation in a subsequent citation, for which

the employer fails to provide the employee a wage deduction statement or fails to keep the records required in subdivision (a) of Section 226. The civil penalties provided for in this section are in addition to any other penalty provided by law.”

Id. at 226.3.

“If, at the time of the alleged violation, the person employs one or more employees, the civil penalty is one hundred dollars (\$100) for each aggrieved employee per pay period for the initial violation and two hundred dollars (\$200) for each aggrieved employee per pay period for each subsequent violation.” *Cal. Lab. Code* § 2699(f)(2).

b. Facts and Theories Supporting Defendant’s Violations of *California Labor Code* Section 226, Thus, Liability for Penalties Pursuant to Section 226.3 or 2699(f)(2).

Also resulting from, and necessary to conceal DEFENDANT’s ongoing, company-wide pattern and practice of willfully withholding/reducing all forms of wages/pay/compensation from PLAINTIFF and all AGGRIEVED EMPLOYEES, DEFENDANT also failed/fails to furnish PLAINTIFF and all AGGRIEVED EMPLOYEES itemized wage statements, or at best issues them inaccurate written explanations of pay that fail to meet the requirements set forth in California’s laws. The “wage statements,” if any, that DEFENDANT furnishes to PLAINTIFF and all AGGRIEVED EMPLOYEES’ fail to accurately show/evidence/contain/include (a) all forms of compensation earned, (b) the accurate hours/miles/unit/rates associated with any and all forms of wages depicted within the written explanations, (c) gross and net wages earned, (d) the name and address of the employer, (e) the name and/or employee number(s), and (f) the start and end dates of the period during which the compensation was earned. Accordingly, DEFENDANT is and was in violation of *California Labor Code* Section 226 and *Cal. Code Regs.* tit. 8 Section 11090(7)(A)-(C), and is, thus, liable for civil penalties pursuant to Section 226.3, or 2699(f)(2). The LWDA should investigate these violations as applying to PLAINTIFF and any and all AGGRIEVED EMPLOYEES. The provisions of subdivision (a) of *California Labor Code* Section 2699.3 applies to paragraphs (1) through (5), inclusive, (7) and (9) of subdivision (a) of *California Labor Code* Section 226 and subdivision (c) applies to 226.3.

X. DEFENDANT’S Violations of *California Labor Code* Section 247.5.

An employer shall keep for at least three years records documenting the hours worked and paid sick days accrued and used by an employee, and shall allow the Labor Commissioner to access these records pursuant to the requirements set forth in Section 1174. An employer shall make these records available to an employee in the same manner as described in Section 226. If an employer does not maintain adequate records pursuant to this section, it shall be presumed that the employee is entitled to the maximum number of hours accruable under this article, unless the employer can show otherwise by clear and convincing evidence.

Cal. Lab. Code § 247.5; *see also Cal. Code Regs.* tit. 8 § 11090(7)(A)-(C).

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- a. Facts and Theories Supporting Defendant's Violation of *California Labor Code* Section 247.5.

Further resulting from, and necessary to conceal DEFENDANT's herein-detailed unlawful company-wide policies, DEFENDANT failed/fails to keep payroll records showing PLAINTIFF and all AGGRIEVED EMPLOYEES' hours worked, paid sick days accrued, wages earned/paid and gratuities earned/paid. Accordingly, DEFENDANT is and was in violation of *California Labor Code* Section 247.5 and *Cal. Code Regs.* tit. 8 Section 11090(7)(A)-(C). The LWDA should investigate these violations as applying to PLAINTIFF and any and all AGGRIEVED EMPLOYEES. The provisions of subdivision (c) of *California Labor Code* Section 2699.3 applies to *California Labor Code* Section 247.5.

XI. DEFENDANT'S Violations of *California Labor Code* Section 1174, Thus, Liability for Penalties Pursuant to Section 1174.5.

- a. *California Labor Code* Sections 1174 and 1174.5.

"Every person employing labor in this state shall: . . . Keep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to" *Cal. Lab. Code* § 1174(d). (emphasis added).

Any person employing labor who willfully fails to maintain the records required by subdivision (c) of Section 1174 or accurate and complete records required by subdivision (d) of Section 1174, or to allow any member of the commission or employees of the division to inspect records pursuant to subdivision (b) of Section 1174, shall be subject to a civil penalty of five hundred dollars (\$500).

Id. at 1174.5.

- b. Facts and Theories Supporting Defendant's Violation of *California Labor Code* Section 1174, Thus, Liability for Penalties Pursuant to Section 1174.5.

Further resulting from, and necessary to conceal DEFENDANT's herein-detailed unlawful company-wide policies, DEFENDANT failed/fails to keep payroll records showing PLAINTIFF and all AGGRIEVED EMPLOYEES' hours worked, paid sick days accrued, wages earned/paid and gratuities earned/paid. Accordingly, DEFENDANT is and was in violation of *California Labor Code* Section 1174 and *Cal. Code Regs.* tit. 8 Section 11090(7)(A)-(C) and is, thus, liable for civil penalties pursuant to Section 1174.5. The LWDA should investigate these violations as applying to PLAINTIFF and any and all AGGRIEVED EMPLOYEES. The provisions of subdivision (a) of *California Labor Code* Section 2699.3 applies to *California Labor Code* Section 1174 and subdivision (c) of *California Labor Code* Section 2699.3 applies to *California Labor Code* Section 1174.5.

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XI. DEFENDANT’S Violations of California Labor Code Sections 226(c), 247.5 and 1198.5.

a. California Labor Code Sections 226(c), 247.5 and 1198.5.

“An employer that is required by this code or any regulation adopted pursuant to this code to keep the information required by subdivision (a) shall afford current and former employees the right to inspect or copy records pertaining to their employment, upon reasonable request to the employer.” *Cal. Lab. Code* § 226(b). “An employer who receives a written or oral request to inspect or copy records pursuant to subdivision (b) pertaining to a current or former employee shall comply with the request as soon as practicable, but no later than 21 calendar days from the date of the request.” *Id.* at (c).

An employer shall keep for at least three years records documenting the hours worked and paid sick days accrued and used by an employee, and shall allow the Labor Commissioner to access these records pursuant to the requirements set forth in Section 1174. An employer shall make these records available to an employee in the same manner as described in Section 226.

California Labor Code section 1198.5, subdivision (b) mandates that an employer who receives a written or oral request from an employee or former employee to inspect records pursuant to that section “shall” comply with the request within 30 days. *Id.* at 1198.5(b).

b. Facts and Theories Supporting Defendant’s Violation of California Labor Code Sections 226(c), 247.5 and 1198.5.

PLAINTIFF sent Defendant records requests pursuant to *California Labor Code* Sections 226(c), 247.5 and 1198.5 in the same certified envelope containing this notice. PLAINTIFF does not believe DEFENDANT will produce or give PLAINTIFF access to the records within the statutorily required time, if at all. Accordingly, PLAINTIFF believes DEFENDANT will be in violation of *California Labor Code* Sections 226, 247.5, 1198.5 and *Cal. Code Regs.* tit. 8 Section 11090(7)(A)-(C) by the time his civil complaint is ripe for filing. The provisions of subdivision (a) of *California Labor Code* Section 2699.3 applies to *California Labor Code* Section 226 and subdivision (c) of *California Labor Code* Section 2699.3 applies to *California Labor Code* Sections 247.5 and 1198.5.

XII. DEFENDANT’S Violations of California Labor Code Sections 246, Thus, Liability for Penalties Pursuant to Section 247.

a. California Labor Code Sections 246 and 247.

“An employee who, on or after July 1, 2015, works in California for the same employer for 30 or more days within a year from the commencement of employment is entitled to paid sick days as specified in this section.” *Cal. Lab. Code* § 246(a)(1).

An employer shall provide an employee with written notice that sets forth the amount of paid sick leave available, or paid time off leave an employer provides in lieu of sick leave, for use on either the employee's itemized wage statement described in Section 226 or in a separate writing provided on the designated pay date with the employee's payment of wages. If an

employer provides unlimited paid sick leave or unlimited paid time off to an employee, the employer may satisfy this section by indicating on the notice or the employee's itemized wage statement "unlimited." The penalties described in this article for a violation of this subdivision shall be in lieu of the penalties for a violation of Section 226. This subdivision shall apply to employers covered by Wage Order 11 or 12 of the Industrial Welfare Commission only on and after January 21, 2016.

Id. at (i).

b. Facts and Theories Supporting Defendant's Violation of *California Labor Code* Section 246, Thus, Liability for Penalties Pursuant to Section 247.

Further resulting from, and necessary to conceal DEFENDANT's herein-detailed unlawful company-wide policies, DEFENDANT failed/fails to keep payroll records showing PLAINTIFF and all AGGRIEVED EMPLOYEES' hours worked, paid sick days accrued, wages earned/paid and gratuities earned/paid. Accordingly, DEFENDANT is and was in violation of *California Labor Code* Section 246 and is, thus, liable for civil penalties pursuant to Section 247. The LWDA should investigate these violations as applying to PLAINTIFF and any and all AGGRIEVED EMPLOYEES. The provisions of subdivision (c) of *California Labor Code* Section 2699.3 applies to *California Labor Code* Sections 246 and 247.

XIII. DEFENDANT'S Violations of *California Labor Code* Section 2802, Thus, Liability for Penalties Pursuant to Section 1197.1.

a. *California Labor Code* Sections 2802 and 1197.1.

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, or of his or her obedience to the directions of the employer, even though unlawful, unless the employee, at the time of obeying the directions, believed them to be unlawful.

All awards made by a court or by the Division of Labor Standards Enforcement for reimbursement of necessary expenditures under this section shall carry interest at the same rate as judgments in civil actions. Interest shall accrue from the date on which the employee incurred the necessary expenditure or loss.

Id. at (b).

Also, Section 2802 states: "For purposes of this section, the term 'necessary expenditures or losses' shall include all reasonable costs, including, but not limited to, attorney's fees incurred by the employee enforcing the rights granted by this section." *Id.* at 2802(c).

In addition to recovery of penalties under this section in a court action or proceedings pursuant to Section 98, the commissioner may issue a citation against an employer or other person acting on behalf of the employer who violates reimbursement obligations for an amount determined to be due to

an employee under this section. The procedures for issuing, contesting, and enforcing judgments for citations or civil penalties issued by the commissioner shall be the same as those set forth in Section 1197.1. Amounts recovered pursuant to this section shall be paid to the affected employee.

Id. at (d).

Any employer or other person acting either individually or as an officer, agent, or employee of another person, who pays or causes to be paid to any employee a wage less than the minimum fixed by an applicable state or local law, or by an order of the commission shall be subject to a civil penalty, restitution of wages, liquidated damages payable to the employee, and any applicable penalties imposed pursuant to Section 203

Id. at 1197.1(a).

(1) For any initial violation that is intentionally committed, one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee is underpaid. This amount shall be in addition to an amount sufficient to recover underpaid wages, liquidated damages pursuant to Section 1194.2, and any applicable penalties imposed pursuant to Section 203.

(2) For each subsequent violation for the same specific offense, two hundred fifty dollars (\$250) for each underpaid employee for each pay period for which the employee is underpaid regardless of whether the initial violation is intentionally committed.

Id. at (a)(1)-(2).

b. Facts and Theories Supporting Defendant's Violation of *California Labor Code* Section 2802, Thus, Liability for Penalties Pursuant to Section 1197.1.

During all times relevant, PLAINTIFF and all AGGRIEVED EMPLOYEES are and were incurring expenses discharging their duties for, and/or at the direction of DEFENDANT. Specifically, DEFENDANT required PLAINTIFF and all AGGRIEVED EMPLOYEES to use their personal cellular phone services to carry out their duties for DEFENDANT's business. Despite PLAINTIFF and all AGGRIEVED EMPLOYEES being required to use their personal cellular phones for DEFENDANT's business, DEFENDANT never reimbursed them for the same. Accordingly, DEFENDANT is and was in violation of *California Labor Code* Section 2802 and is, thus, liable for civil penalties pursuant to Section 1197.1. The LWDA should investigate these violations as applying to PLAINTIFF and any and all AGGRIEVED EMPLOYEES. The provisions of subdivision (a) of *California Labor Code* Section 2699.3 applies to *California Labor Code* Section 2802. The provisions of subdivision (a) of *California Labor Code* Section 2699.3 applies to *California Labor Code* Section 1197.1.

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XII. DEFENDANT’S Violations of California Labor Code Sections 201, 202, 203 and 208.

a. California Labor Code Sections 201, 202, 203 and 208.

“If an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately.” *Cal. Lab. Code* § 201(a).

If an employee not having a written contract for a definite period quits his or her employment, his or her wages shall become due and payable not later than 72 hours thereafter, unless the employee has given 72 hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting. Notwithstanding any other provision of law, an employee who quits without providing a 72-hour notice shall be entitled to receive payment by mail if he or she so requests and designates a mailing address. The date of the mailing shall constitute the date of payment for purposes of the requirement to provide payment within 72 hours of the notice of quitting.

Id. at 202(a).

If an employer willfully fails to pay, without abatement or reduction, in accordance with Sections 201, 201.3, 201.5, 201.9, 202, and 205.5, any wages of an employee who is discharged or who quits, the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until an action therefor is commenced; but the wages shall not continue for more than 30 days.

Id. at 203(a).

“Every employee who is discharged shall be paid at the place of discharge, and every employee who quits shall be paid at the office or agency of the employer in the county where the employee has been performing labor. All payments shall be made in the manner provided by law.” *Id.* at 208.

b. Facts and Theories Supporting Defendant’s Violation of California Labor Code Sections 201, 202, 203 and 208.

On or around November 9, 2022, at the close of PLAINTIFF’s route, and upon PLAINTIFF’s return to DEFENDANT’s yard, INDIVIDUAL DEFENDANT enthusiastically and aggressively confirmed again that (1) he would not be paying PLAINTIFF any of the unpaid wages amassed during PLAINTIFF’s employment, and (2) none of INDIVIDUAL DEFENDANT’s / DEFENDANT’s unlawful wage and hour policies and practices would be changing. With that, PLAINTIFF asked that his belongings be returned to him. INDIVIDUAL DEFENDANT enthusiastically, aggressively and happily told PLAINTIFF: “I threw your s*&t away -- get the f*&k off my property.” PLAINTIFF left DEFENDANT’s property without his belongings, and without all the wages he earned while employed by DEFENDANT. DEFENDANT willfully failed/fails to pay PLAINTIFF all the herein-detailed unpaid wages at the time and place of his termination. As set forth herein, DEFENDANT also willfully fails to pay all AGGRIEVED

EMPLOYEES all wages owing within the statutorily required time, and place, after any one of the AGGRIEVED EMPLOYEES' resignation, or termination from employment. Accordingly, DEFENDANT is and was in violation of *California Labor Code* Sections 201, 202, 203 and 208. The LWDA should investigate these violations as applying to PLAINTIFF and any and all AGGRIEVED EMPLOYEES. The provisions of subdivision (a) of *California Labor Code* Section 2699.3 applies to *California Labor Code* Sections 201, 202, 203 and 208.

XIII. DEFENDANT'S Liability Pursuant to California Labor Code Section 558.1.

a. *California Labor Code* Section 558.1.

Under *California Labor Code* Section 558.1:

(a) Any employer or other person acting on behalf of an employer, who violates, or causes to be violated, any provision regulating minimum wages or hours and days of work in any order of the Industrial Welfare Commission, or violates, or causes to be violated, Sections 203, 226, 226.7, 1193.6, 1194, or 2802, may be held liable as the employer for such violation. (b) For purposes of this section, the term "other person acting on behalf of an employer" is limited to a natural person who is an owner, director, officer, or managing agent of the employer, and the term "managing agent" has the same meaning as in subdivision (b) of Section 3294 of the Civil Code. (c) Nothing in this section shall be construed to limit the definition of employer under existing law.

Cal. Lab. Code § 558.1 (emphasis added).

b. Facts and Theories Supporting Defendant's Liability Pursuant to *California Labor Code* Section 558.1.

All the herein-detailed violations of the *California Labor Code* and applicable IWC Wage order, *i.e.*, *California Code of Regulations* tit. 8 Section 11090, were/are violated, or were/are caused to be violated by INDIVIDUAL DEFENDANT, the natural person, who, as the owner, director and managing agent of Rapid Logistics LLC controls all conditions of employment, including wages and hours for PLAINTIFF and any and all AGGRIEVED EMPLOYEES. Accordingly, Rapid Logistics LLC and DOES 1 through 25, as well as, the INDIVIDUAL DEFENDANT can be held liable as the employer for all damages, including civil penalties, for the identified provisions and Sections pursuant to *California Labor Code* Section 558.1. The LWDA should investigate these violations as applying to PLAINTIFF and any and all AGGRIEVED EMPLOYEES. The provisions of subdivision (c) of *California Labor Code* Section 2699.3 applies to *California Labor Code* Section 558.1.

XI. DEFENDANT'S Liability for Penalties Pursuant to California Labor Code Section 2698, et seq.

a. *California Labor Code* Section 2698, et seq.

(a) Notwithstanding any other provision of law, any provision of this code that provides for a civil penalty to be assessed and collected by the Labor and Workforce Development Agency or any of its departments, divisions,

commissions, boards, agencies, or employees, for a violation of this 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 specified in Section 2699.3.

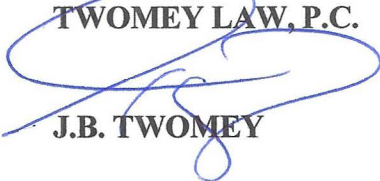
Cal. Lab. Code § 2699(a).

“If, at the time of the alleged violation, the person employs one or more employees, the civil penalty is one hundred dollars (\$100) for each aggrieved employee per pay period for the initial violation and two hundred dollars (\$200) for each aggrieved employee per pay period for each subsequent violation.” *Id.* at 2699(f)(2).

b. Facts and Theories Supporting Defendant’s Violation of *California Labor Code* Section 2698, *et seq.*

As set forth in this notice, during all times relevant, DEFENDANT is and was continually violating and/or causing to be violated all the herein-identified Sections of the *California Labor Code* and *Cal. Code Regs.* tit. 8 Section 11090(3), (4), (7), (11) and (12) based on its/their unlawful company-wide policies and procedures regarding, *inter alia*, payment of wages, hours and conditions work, and failed record keeping regarding the same. PLAINTIFF implores the LWDA to investigate all DEFENDANT’s herein-detailed violations as applying to PLAINTIFF and any and all AGGRIEVED EMPLOYEES. If the LWDA does not investigate DEFENDANT’s violations outlined in this notice, and does not provide PLAINTIFF notice that it intends to investigate within the statutorily required time, PLAINTIFF, on behalf of PLAINTIFF, the State of California, and any and all AGGRIEVED EMPLOYEES, as a Private Attorneys General, will seek the herein-detailed penalties and all other damages available to PLAINTIFF, the State of California and all AGGRIEVED EMPLOYEES as a result of DEFENDANT’s unlawfulness. PLAINTIFF will also seek recovery of reasonable attorney’s fees and costs of suit.

Very truly yours,
TWOMEY LAW, P.C.


J.B. TWOMEY

cc: SUBMITTED ELECTRONICALLY TO:
State of California, Dept. of Industrial Relations
Labor and Workforce Development Agency
<https://dir.tfaforms.net/308>