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and on behalf of all others similarly situated.

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

MELVIN DIXON, individually and on
behalf of all others similarly situated,

Plaintiff,

vs.

UNION PACIFIC RAILROAD
COMPANY; and DOES 1 through 20,
inclusive,

Defendants.

Case No. **23STCV08745**

**COMPLAINT FOR VIOLATION OF THE
CALIFORNIA LABOR CODE PRIVATE
ATTORNEYS GENERAL ACT OF 2004
(CAL. LAB. CODE §§ 2698, ET SEQ.)**

Electronically FILED by
Superior Court of California,
County of Los Angeles
4/20/2023 9:05 AM
David W. Slayton,
Executive Officer/Clerk of Court,
By D. Jackson Aubry, Deputy Clerk

1 Plaintiff Melvin Dixon, individually, and on behalf of other aggrieved employees,
2 alleges as follows:

3 **NATURE OF ACTION AND INTRODUCTORY STATEMENT**

4 1. Plaintiff Melvin Dixon (“Plaintiff”) brings this representative action against
5 defendant Union Pacific Railroad Company; and DOES 1 through 20, inclusive (“Defendant”),
6 on behalf of himself individually and on behalf other aggrieved employees who are and were
7 employed by Defendant as non-exempt employees throughout California.

8 2. Defendant provides services and goods throughout California.

9 3. Through this action, Plaintiff alleges that Defendant has engaged in a systematic
10 pattern of wage and hour violations under the California Labor Code and Industrial Welfare
11 Commission (“IWC”) Wage Orders, all of which contribute to Defendant’s deliberate unfair
12 competition.

13 4. Plaintiff is informed and believes, and thereon alleges, that Defendant has
14 increased their profits by violating state wage and hour laws by, among other things:

- 15 (a) failing to pay all wages (including minimum wages and overtime
16 wages);
- 17 (b) failing to provide lawful meal periods or compensation in lieu thereof;
- 18 (c) failing to authorize or permit lawful rest breaks or provide compensation
19 in lieu thereof;
- 20 (d) failing to reimburse necessary business-related costs;
- 21 (e) failing to provide accurate itemized wage statements;
- 22 (f) failing to pay all wages due upon separation of employment.

23 5. Plaintiff seeks monetary relief against Defendant on behalf of himself and all
24 others aggrieved employees in California to recover, among other things, civil penalties
25 pursuant to Labor Code §§ 2698 *et seq.*, interest, attorneys’ fees, costs and expenses.

26 **JURISDICTION AND VENUE**

27 6. This is a representative action pursuant to Private Attorneys General Act of 2004
28 (Cal. Lab. Code §§ 2698, *et seq.*)(“PAGA”). The civil penalties sought by Plaintiff exceeds the

1 minimal jurisdictional limits of the Superior Court and will be established according to proof at
2 trial.

3 7. This Court has jurisdiction over this action pursuant to the California
4 Constitution, Article VI, § 10, which grants the Superior Court original jurisdiction in all
5 causes, except those given by statutes to other courts. The statutes under which this action is
6 brought do not specify any other basis for jurisdiction.

7 8. This Court has jurisdiction over all Defendants because, upon information and
8 belief, they are citizens of California, have sufficient minimum contacts in California, or
9 otherwise intentionally avail themselves of the California market so as to render the exercise of
10 jurisdiction over them by the California courts consistent with traditional notions of fair play
11 and substantial justice.

12 9. Venue is proper in this Court because, upon information and belief, Defendant
13 resides, transact business, or have offices in this county, or the acts and omissions alleged
14 herein took place in this county.

15 **THE PARTIES**

16 10. Plaintiff is a resident of California and worked for Defendant in California
17 during the relevant time periods as alleged herein.

18 11. Plaintiff is informed and believes, and thereon alleges that at all times
19 hereinafter mentioned, Defendant was and is subject to the Labor Code and IWC Wage Orders
20 as employers, whose employees were and are engaged throughout this county and the State of
21 California.

22 12. Plaintiff is unaware of the true names or capacities of the defendant sued herein
23 under the fictitious names DOES 1 through 20, but will seek leave of this Court to amend this
24 Complaint and serve such fictitiously named defendants once their names and capacities
25 become known.

26 13. Plaintiff is informed and believes, and thereon alleges, that DOES 1 through 20
27 are or were the partners, agents, owners, shareholders, managers, or employees of Defendant at
28 all relevant times.

14. Plaintiff is informed and believes, and thereon alleges, that each defendant acted in all respects pertinent to this action as the agent of the other defendant, carried out a joint scheme, business plan, or policy in all respects pertinent hereto, and the acts of each defendant are legally attributable to the other defendant. Furthermore, defendant in all respects acted as the employer and/or joint employer of Plaintiff and the aggrieved employees.

15. Plaintiff is informed and believes, and thereon alleges, that each and all of the acts and omissions alleged herein were performed by, or are attributable to, Defendant and/or DOES 1 through 20, acting as the agent or alter ego for the other, with legal authority to act on the other's behalf. The acts of any and all Defendant was in accordance with, and represent, the official policy of Defendant.

16. At all relevant times, Defendants, and each of them, acted within the scope of such agency or employment, or ratified each and every act or omission complained of herein. At all relevant times, Defendants, and each of them, aided and abetted the acts and omissions of each and all the other Defendants in proximately causing the damages herein alleged.

17. Plaintiff is informed and believes, and thereon alleges, that each of said Defendant is in some manner intentionally, negligently, or otherwise responsible for the acts, omissions, occurrences, and transactions alleged herein.

GENERAL ALLEGATIONS

18. At all relevant times mentioned herein, Defendant employed Plaintiff and other California residents as non-exempt employees at Defendant's California business location(s).

19. Defendant employed Plaintiff as a non-exempt employee at Defendant's California business location.

20. Defendant continues to employ non-exempt employees within California.

21. Plaintiff is informed and believes, and thereon alleges, that at all times herein mentioned, Defendant were advised by skilled lawyers, employees, and other professionals who were knowledgeable about California's wage and hour laws, employment and personnel practices, and the requirements of California law.

1 22. Plaintiff is informed and believes, and thereon alleges, that Defendant knew or
2 should have known that Plaintiff and other aggrieved employees were entitled to receive wages
3 for all time worked (including minimum, sick, vacation, and overtime wages) and that they
4 were not receiving all wages earned for work that was required to be performed. In violation of
5 the Labor Code and IWC Wage Orders, Plaintiff and other aggrieved employees were not paid
6 all wages (including minimum wages and overtime wages) for all hours worked at the correct
7 rate of pay.

8 23. Plaintiff is informed and believes, and thereon alleges, that Defendant knew or
9 should have known that Plaintiff and other aggrieved employees were entitled to receive all
10 required meal periods or payment of one (1) additional hour of pay at Plaintiff's and other
11 aggrieved employees' regular rate of pay when they did not receive a timely, uninterrupted
12 meal period. In violation of the Labor Code and IWC Wage Orders, Plaintiff and other
13 aggrieved employees did not receive all meal periods or payment of one (1) additional hour of
14 pay at Plaintiff's and other aggrieved employees' regular rate of pay when they did not receive
15 a timely, uninterrupted meal period.

16 24. Plaintiff is informed and believes, and thereon alleges, that Defendant knew or
17 should have known that Plaintiff and other aggrieved employees were entitled to receive all rest
18 breaks or payment of one (1) additional hour of pay at Plaintiff's and other aggrieved
19 employees' regular rate of pay when a rest break was missed. In violation of the Labor Code
20 and IWC Wage Orders, Plaintiff and other aggrieved employees did not receive all rest breaks
21 or payment of one (1) additional hour of pay at Plaintiff's and other aggrieved employees'
22 regular rate of pay when a rest break was missed.

23 25. Plaintiff is informed and believes, and thereon alleges, that Defendant knew or
24 should have known that Plaintiff and other aggrieved employees were entitled to
25 reimbursement and/or indemnification for all necessary business expenditures or losses as a
26 direct consequence of the discharge of their duties, or of their obedience to the directions of
27 Defendant. In violation of the Labor Code and IWC Wage Orders, Plaintiff and other aggrieved
28 employees incurred necessary business expenses or losses, but were not reimbursed nor

1 indemnified of such expenses or losses that were incurred as a direct consequence of the
2 discharge of their duties, or of their obedience to the directions of Defendant.

3 26. Plaintiff is informed and believes, and thereon alleges, that Defendant knew or
4 should have known that Plaintiff and other aggrieved employees were entitled to receive
5 itemized wage statements that accurately showed the following information pursuant to the
6 Labor Code: (1) gross wages earned; (2) total hours worked by the employee; (3) the number of
7 piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate
8 basis; (4) all deductions, provided that all deductions made on written orders of the employee
9 may be aggregated and shown as one item; (5) net wages earned; (6) the inclusive dates of the
10 period for which the employee is paid; (7) the name of the employee and only the last four
11 digits of his or her social security number or an employee identification number other than a
12 social security number; (8) the name and address of the legal entity that is the employer; and
13 (9) all applicable hourly rates in effect during the pay period and the corresponding number of
14 hours worked at each hourly rate by the employee. In violation of the Labor Code, Plaintiff and
15 other aggrieved employees were not provided with accurate itemized wage statements.

16 27. Plaintiff is informed and believes, and thereon alleges, that Defendant knew or
17 should have known that the aggrieved employees were entitled to timely payment of wages due
18 upon separation of employment. In violation of the Labor Code, the aggrieved employees did
19 not receive payment of all wages within permissible time periods.

20 28. Plaintiff is informed and believes, and thereon alleges, that Defendant knew or
21 should have known they had a duty to compensate Plaintiff and other aggrieved employees, and
22 Defendants had the financial ability to pay such compensation but willfully, knowingly, and
23 intentionally failed to do so in order to increase Defendant's profits.

24 29. Therefore, Plaintiff brings this lawsuit seeking monetary and injunctive relief
25 against Defendant on behalf of herself and all other aggrieved employees to recover, among
26 other things, unpaid wages, unpaid meal period premium payments, unpaid rest period
27 premium payments, interest, attorneys' fees, penalties, costs, and expenses.

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1 **FIRST CAUSE OF ACTION**

2 **ENFORCEMENT OF LABOR CODE §§ 2698 ET SEQ. ("PAGA")**

3 30. Plaintiff re-alleges and incorporates by reference the previous paragraphs as
4 though fully set forth herein.

5 31. Pursuant to Labor Code § 2699(a), any provision of the Labor Code that provides
6 for a civil penalty to be assessed and collected by the Labor and Workforce Development Agency
7 ("LWDA") or any of its departments, divisions, commissions, boards, agencies, or employees for
8 violation of the Labor Code may, as an alternative, be recovered through a civil action brought by
9 an aggrieved employee on behalf of himself or herself and other current or former employees
10 pursuant to the procedures specified in Labor Code § 2699.3.

11 32. For all provisions of the Labor Code except those for which a civil penalty is
12 specifically provided, Labor Code § 2699(f) imposes upon Defendant a civil penalty of one
13 hundred dollars (\$100) for each aggrieved employee per pay period for the initial violation and
14 two hundred dollars (\$200) for each aggrieved employee per pay period for each subsequent pay
15 period in which Defendant violated these provisions of the Labor Code.

16 33. Defendant's conduct violates numerous Labor Code sections, including, but not
17 limited to, the following:

18 (a) violation of Labor Code §§ 201, 202, 203, 204, 227.3, 510, 1194, 1194.2, 1197,
19 1197.1, and 1198 for failure to timely pay all earned wages (including minimum and
20 overtime wages) owed to Plaintiff and other aggrieved employees during employment
21 and upon separation of employment as herein alleged;

22 (b) violation of Labor Code §§ 226.7 and 512 for failure to provide meal periods to
23 Plaintiff and other aggrieved employees and failure to pay premium wages for missed
24 meal periods as herein alleged;

25 (c) violation of Labor Code § 226.7 for failure to permit rest breaks to Plaintiff and
26 other aggrieved employees and failure to pay premium wages for missed rest periods as
27 herein alleged;
28

1 (d) violation of Labor Code §§ 226 and 226.3 for failure to provide accurate
2 itemized wage statements to Plaintiff and other aggrieved employees as herein alleged;
3 and

4 (e) violation of Labor Code §§ 1174 and 1174.5 for failure to maintain accurate and
5 complete records showing, among other things, the hours worked daily and the wages
6 paid to aggrieved employees as herein alleged.

7 34. Plaintiff is an “aggrieved employee” because he was employed by the alleged
8 violator and had one or more of the violations committed against him, and therefore is properly
9 suited to represent the interests of all other aggrieved employees.

10 35. Plaintiff has exhausted the procedural requirements under Labor Code § 2699.3
11 as to Defendants and is therefore able to pursue a claim for penalties on behalf of himself and
12 all other aggrieved employees under PAGA.

13 36. Pursuant to Labor Code §§ 2699(a), 2699.3 and 2699.5, Plaintiff is entitled to
14 recover civil penalties in addition to other remedies, for violation of the Labor Code sections
15 cited above.

16 37. For bringing this action, Plaintiff is entitled to attorneys’ fees and costs incurred
17 herein.

18 **PRAYER FOR RELIEF**

19 Plaintiff, on his own behalf and on behalf of all others similarly situated, prays for relief
20 and judgment against Defendant, jointly and severally, as follows:

21 1. For civil penalties against Defendant on behalf of all aggrieved employees and the
22 LWDA pursuant to Labor Code § 2698, *et seq.*;

23 2. For reasonable attorneys’ fees, costs of suit, and interest to the extent permitted by
24 law, including, but not limited to, Code of Civil Procedure § 1021.5 and Labor Code § 2698 *et*
25 *seq.*; and

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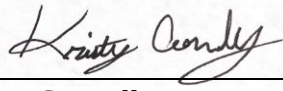
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3. For such other relief as the Court deems just and proper.

Dated: April 19, 2023

AEGIS LAW FIRM, PC

By: 
Kristy R. Connolly
Attorneys for Plaintiff Melvin Dixon