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SUPERIOR COURT

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10 Individually and on behalf of all other similarly situated employees

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**SUPERIOR COURT OF CALIFORNIA  
FOR THE COUNTY OF SAN JOAQUIN**

10 TARA TROTTER, individually and on behalf  
11 of all other similarly situated employees,

12 Plaintiff,

13 vs.

14 SEC TRANSPORTATION, INC., a California  
15 Corporation; STOCKTON EDUCATIONAL  
16 CENTER, INC., an unknown association; and  
17 DOES 1 to 100, inclusive,

18 Defendants.

Case No. STK-CV-UOE-2023-0003641

Assigned for All Purposes to Hon. Jayne Lee  
Department 10C

**CLASS ACTION**

**FIRST AMENDED COMPLAINT FOR  
DAMAGES:**

1. Failure to Pay Overtime Wages
2. Failure to Pay Minimum Wages
3. Meal Period Violations
4. Rest Period Violations
5. Wage Statement Violations
6. Waiting Time Penalties
7. Unfair Competition
8. Unlawful Inquiry Into Criminal History
9. Private Attorneys General Act

**INDIVIDUAL CLAIMS**

10. Violation of Labor Code § 1102
11. Wrongful Termination/Retaliation

**DEMAND FOR JURY TRIAL**

**FIRST AMENDED CLASS ACTION COMPLAINT**

**FILE BY FAX**

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AG

1 Plaintiff TARA TROTTER ("Plaintiff"), on behalf of herself and all other similarly situated  
2 employees, hereby files this First Amended Complaint against Defendants SEC TRANSPORTATION,  
3 INC., a California Corporation; STOCKTON EDUCATIONAL CENTER, INC., an unknown  
4 association; and DOES 1 to 100, inclusive (hereinafter all collectively referred to as "Defendants"). On  
5 information and belief, Plaintiff alleges the following:

### 6 INTRODUCTION

7 1. This is a class action, an individual, and a Private Attorneys General Act ("PAGA")  
8 lawsuit brought by Plaintiff for 1) Failure to Pay Overtime Wages, 2) Failure to Pay Minimum Wages,  
9 3) Meal Period Violations, 4) Rest Period Violations, 5) Wage Statement Violations, 6) Waiting Time  
10 Penalties, 7) Unfair Competition, and 8) Unlawful Inquiry into Criminal History. Plaintiff is also  
11 asserting individual claims for wrongful termination/retaliation and violation of Labor Code section  
12 1102.5.

### 13 JURISDICTION AND VENUE

14 2. The San Joaquin County Superior Court has jurisdiction in this matter pursuant to  
15 California Code of Civil Procedure section 410.10 to determine alleged violations of the California  
16 Labor Code, California Business and Professions Code, and Wage Order No. 4.

17 3. Venue is proper pursuant to Civil Procedure Code §§ 395(a) and 395.5, in that  
18 Defendants reside in San Joaquin County and/or are foreign entities and have not designated any county  
19 in California as being where they maintain their principal offices. In addition, some of the wrongful acts  
20 and violations of law asserted herein occurred within San Joaquin County, and Defendants' obligation to  
21 pay wages arose in San Joaquin County pursuant to *Madera Police Officers Assn. v. City of Madera*, 36  
22 Cal.3d 403, 414 (1984).

23 4. Plaintiff sought permission pursuant to California Labor Code section 2699 *et seq.* to  
24 pursue the claims set forth in this Complaint against Defendants as a Private Attorney General on behalf  
25 of himself and other similarly situated employees. Pursuant to California Labor Code section 2699.3,  
26 Plaintiff gave written notice via online submission to the Labor and Workforce Development Agency  
27 ("LWDA") on approximately April 10, 2023. Plaintiff provided facts and legal bases for her claims  
28 within the notice to the LWDA on all violations asserted under the Private Attorneys General Act cause

1 of action. Plaintiff also submitted the \$75.00 filing fee. The April 10, 2023, notice was also sent via  
2 certified mail to Defendants on the same day. To date, the LWDA has not provided any response to  
3 Plaintiff's notice correspondence. Accordingly, Plaintiff has exhausted all administrative remedies  
4 pursuant to the Private Attorneys General Act ("PAGA") and may bring this action on behalf of himself  
5 and all similarly situated employees, *i.e.* Aggrieved Employees. *See* Cal. Lab. Code § 2699.3(a)(2)(A),  
6 (c)(3); *Caliber Bodyworks, Inc., v. Sup. Ct.*, 134 Cal. App. 4th 365, 383 n.18, 385 n.19 (2005).  
7 Aggrieved Employees include, but is not limited to the following: all non-exempt employees who have  
8 worked, or continue to work, for Defendants in California from April 10, 2022, to the present.

### 9 PARTIES

10 5. TARA TROTTER is an individual over the age of eighteen (18) and is a resident of  
11 the State of California.

12 6. On information and belief, Plaintiff alleges, SEC TRANSPORTATION, INC., is now  
13 and/or at all times mentioned in this Complaint was a California Corporation and the owner and  
14 operator of an industry, business and/or facility doing business in the State of California.

15 7. On information and belief, Plaintiff alleges, STOCKTON EDUCATIONAL  
16 CENTER, INC., is now and/or at all times mentioned in this Complaint was an unknown association  
17 and the owner and operator of an industry, business and/or facility doing business in the State of  
18 California.

19 8. Defendants DOES 1 through 100 are affiliates, subsidiaries and related entities and the  
20 alter egos of each of the other Defendants named herein, corporate or otherwise, who participated in and  
21 are liable for the actions herein alleged. Plaintiff will seek to amend this Complaint to allege the true  
22 names and capacities of these DOE Defendants when they are ascertained.

23 9. At all times mentioned herein, each Defendant was the agent or employee of each of the  
24 other Defendants and was acting within the course and scope of such agency or employment. The  
25 Defendants are jointly and severally liable to Plaintiff.

26 10. Defendants, and each of them, are now and/or at all times mentioned in this Complaint  
27 were members of and/or engaged in a joint employment, joint venture, partnership and common  
28

1 enterprise, and were acting within the course and scope of, and in pursuance of said joint employment,  
2 joint venture, partnership and common enterprise.

3 11. Defendants, and each of them, now and/or at all times mentioned in this Complaint  
4 approved, ratified, acquiesced, aided or abetted the acts and omissions alleged in this Complaint.

5 12. Defendants proximately caused Plaintiff to be subjected to the unlawful practices,  
6 wrongs, complaints, injuries and/or damages alleged in this Complaint.

7 **CLASS ALLEGATIONS**

8 13. Plaintiff brings the First through Eighth Causes of Action on behalf of herself and all  
9 others similarly situated as a class action pursuant to California Code of Civil Procedure section 382.  
10 The class which Plaintiff seeks to represent is composed of, and defined, as follows:

11 All nonexempt employees who have worked, or continue to work, for  
12 Defendants in California at any time between April 10, 2019, to the  
present.

13 14. This action has been brought and may be properly maintained as a class action,  
14 pursuant to the provision of California Code of Civil Procedure section 382, because there is a well-  
15 defined community of interests in the litigation and the proposed class is easily ascertainable.

16 (a) Numerosity: The putative class is so numerous that the individual joinder of all members  
17 is impracticable under the circumstances of this case. While the exact number of class  
18 members is unknown to Plaintiff at this time, Plaintiff is informed and believes that  
19 Defendants have employed as many as fifty (50) individuals falling within the above  
20 stated class definition throughout the State of California during the applicable statute of  
21 limitations, who were subjected to the policies and practices outlined in this Complaint.  
22 As such, joinder of all members of the putative class is not practicable.

23 (b) Common Questions Predominate: Common questions of law and fact exist as to all  
24 members of the putative class and predominate over questions that affect only individual  
25 members of the class. These common questions of law and fact include, without  
26 limitation, the following:

- 27 (1) Whether Defendants paid for all hours worked;  
28 (2) Whether Defendants unlawfully inquired into employees criminal history;

- (3) Whether Defendants required putative class members to work split shifts without paying split shift premiums;
- (4) Whether Defendants authorized and permitted putative class members to take all meal and rest periods;
- (5) Whether Defendant maintained accurate payroll records;
- (6) Whether as a result of Defendants' policies and practices Plaintiffs and putative class members received all wages, due and owing, at the time of their termination or separation; and
- (7) Whether Defendants provided Plaintiff's and putative class members with wage statements that complied with Labor Code section 226.

(c) Typicality: Plaintiff's claims are typical of the claims of the members of the putative class. The putative class also sustained damages arising out of Defendants' common course of conduct in violation of the law as complained of herein. Plaintiff and all members of the putative class were non-exempt employees who were subject to the same working conditions which Plaintiff alleges are unlawful. Additionally, Defendants issued Plaintiff and all members of the putative class wage statements that did not comply with Labor Code section 226. As a result, Plaintiff and each member of the putative class will have suffered the same type of harm and seek the same type of recovery based on the same legal theories.

(d) Adequacy: Plaintiff will fairly and adequately protect the interests of the members of the putative class. For all relevant times, Plaintiff resided in California and worked for Defendants in California. Moreover, Plaintiff is an adequate representative of the putative class as Plaintiff has no interests that are adverse to those of putative class members. Additionally, Plaintiff has retained counsel who has substantial experience in complex civil litigation and wage and hour matters.

(e) Superiority: A class action is superior to other available means for the fair and efficient adjudication of the controversy since individual joinder of all members of the putative class is impracticable. Class action treatment will permit a larger number of similarly

1 situated persons to prosecute their common claims in a single forum simultaneously,  
2 efficiently, and without the unnecessary duplication of effort and expense that numerous  
3 individual actions would engender. Further, as damages suffered by each individual  
4 member of the class may be relatively small, the expenses and burden of the individual  
5 litigation would make it difficult or impossible for individual members of the class to  
6 redress the wrongs done to them, and an important public interest will be served by  
7 addressing the matter as a class action. The cost to the court system of adjudication of  
8 such individualized litigation would be substantial. Individualized litigation would also  
9 present the potential for inconsistent or contradictory judgments.

10 15. Plaintiff is unaware of any difficulties that are likely to be encountered in the  
11 management of this action that would preclude its maintenance as a class action.

12 **GENERAL ALLEGATIONS**

13 16. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 15 as though fully  
14 set forth herein.

15 17. Plaintiff started working for Defendants in approximately 2018. Although there were  
16 several months in 2020 that Plaintiff did not work due to Covid-19, Plaintiff continued working for  
17 Defendants until approximately November 2020. Plaintiff began working for Defendants again in or  
18 around July 2022 where she continued to November 4, 2022. Defendants run an integrated enterprise  
19 engaged in transporting disabled individuals to and from schools as well as providing school instruction  
20 to these individuals.

21 18. Defendants share officers, directors, and management staff as well as offices and  
22 equipment. In fact, several class members, including Plaintiff, worked as drivers as well as student  
23 assistants for Defendants' client. Defendants shared employment forms, letterhead, and human  
24 resources. Defendants used a form that asked for an employees' criminal history regardless of whether  
25 any arrests resulted in conviction, were for marijuana related offenses more than two years old, or were  
26 convictions that were expunged or otherwise protected from disclosure under California law.

27 19. While working as a driver, Plaintiff and class members were required to work split shifts.  
28 Although the exact amount of hours for each of the split shift would vary, there would be a several hour

1 block in the morning as well as a several hour block in the afternoon that corresponded with transporting  
2 Defendants' between school and their personal homes. Despite working split shifts, Defendants never  
3 paid Plaintiff and class members split shift premiums.

4 20. There were also certain routes where Defendants required Plaintiff and class members to  
5 drive their normal morning split shift, but then also wait at school until Defendants' clients were ready  
6 to be transported back. For example, this occurred with Plaintiff while she drove the "Concord Route."  
7 While being required to wait at the school, Plaintiff and class members were required to remain with the  
8 vehicles and were subject to Defendants' policies restricting what they could do during this time.  
9 Defendants had several written policies prohibiting any personal use of company vehicles, including  
10 limiting the transport of personal items, family and/or friends, etc. Plaintiff and class members were  
11 required to be on duty during these times, including any time that should have otherwise been reserved  
12 for off-duty meal or rest periods. Although Plaintiff's and class members' timecards regularly show  
13 work periods in excess of five (5) hours without a meal period, Defendants never paid Plaintiff and class  
14 members any meal period premiums. Similarly, Defendants never paid Plaintiff or class members any  
15 rest period premiums. In addition to not being provided duty free meal and rest periods, Defendants  
16 failed to pay Plaintiff and class members for their time spent waiting on these routes, resulting in unpaid  
17 minimum wages and overtime.

18 21. In addition to the lack of payment due to Defendants policy and practice of not paying for  
19 time spent waiting for clients to be released from school, Defendants regularly failed to pay for all hours  
20 worked stated on Plaintiff's and class members' timecards. In or about September 2022, Plaintiff  
21 noticed that it did not appear as though she was being paid for all hours she had marked on her  
22 timecards. Plaintiff complained to Ms. Adeja Hill, Defendants' Human Resource Manager, and Mr.  
23 Harry Brown, Jr., Defendants CEO, that she was not being paid for hours worked. Both Ms. Hill and  
24 Mr. Brown told Ms. Trotter that they would investigate but did not correct the issue or notify Plaintiff of  
25 any results of an investigation, or if any investigation did occur. On or about October 26, 2022, Plaintiff  
26 emailed Defendant an accounting of her unpaid hours from September 13, 2022, to September 30, 2022.  
27 While Defendants paid some of the requested hours, but did not provide complete payment. Plaintiff  
28 heard that other staff were not being paid for all hours worked as well. Despite having a completed

1 timecard for the time period in question, Defendants refused to pay for the additional because it was not  
2 "documentation" to verify she worked those days. Ms. Hill stated that Plaintiff's timecards were not  
3 enough and that further documentation was needed to prove she worked those days in question.

4 22. On or about November 3, 2022, Ms. Hill called Plaintiff into her office. Plaintiff was  
5 shocked to find that Ms. Hill was providing her with a written "Employee Corrective Action Form" for  
6 allegedly mishandling the reporting of her hours. Defendants took issue with Plaintiff asking other  
7 employees to help verify/document her hours worked as well as Plaintiff being unable to provide  
8 additional documentation showing those hours worked. Despite giving a written timecard showing her  
9 hours worked, Defendants stated they needed "approved documentation" showing her hours worked.  
10 The next day, November 4, 2022, Defendants pulled Plaintiff from the regular schedule and re-classified  
11 her as an "on-call" employee. Defendants did not call Plaintiff back to work for them.

12 23. As a result of Defendants' failure to pay Plaintiff and class members all wages owed, the  
13 wage statements Defendants issued were inaccurate. The paystubs that Defendants issued did not  
14 itemize accurate regular and overtime hours worked, premiums owed, and accurate gross and net wages  
15 earned. Consequently, Plaintiff and class members were not able to determine the total wages owed to  
16 them from their paystubs alone.

17 24. To date, Defendants have not paid Plaintiff and class members all minimum wages and  
18 overtime wages owed.

19 **CAUSES OF ACTION**

20 **FIRST CAUSE OF ACTION**  
21 **FAILURE TO PAY OVERTIME WAGES**  
22 **(As to all Defendants)**

23 25. Plaintiff incorporates by reference and re-allèges paragraphs 1 through 24 as though fully  
24 set forth herein.

25 26. During the period Plaintiff was employed by Defendants, Defendants were required to  
26 compensate Plaintiff at one and one-half (1½) times the regular rate of pay for hours worked in excess of  
27 eight (8) hours per day and/or forty (40) hours per week, and two (2) times the regular rate of pay for  
28 hours worked in excess of twelve (12) hours per day. *See, e.g., IWC Wage Order No. 4, section (3)(A);*  
Cal. Lab. Code §§ 510, 1194.





1           42.     An employer must provide an employee a rest period in accordance with the  
2 applicable Wage Order and California Labor Code section 226.7.

3           43.     California Labor Code section 226.7 and Wage Order No. 4, section 12(A) require an  
4 employer to provide a rest period of not less than ten (10) minutes for each work period of more than  
5 four (4) hours or a major fraction thereof.

6           44.     Plaintiff alleges that Defendants failed to authorize and permit Plaintiff and similarly  
7 situated employees to take paid rest periods of at least ten (10) minutes for each work period that  
8 they worked more than 4 (4) hours or a major fraction thereof.

9           45.     Defendants further failed to pay Plaintiff and similarly situated employees the  
10 applicable rest period premiums for any such missed rest periods.

11          46.     As a proximate result of Defendants' conduct, Plaintiff and similarly situated  
12 employees have been damaged as stated in the section below entitled "DAMAGES," which is  
13 incorporated here to the extent pertinent as if set forth here in full.

14                               **FIFTH CAUSE OF ACTION**  
15                               **WAGE STATEMENT VIOLATIONS**  
                                  **(As to all Defendants)**

16          47.     Plaintiff incorporates by reference and re-alleges paragraphs 1 through 46 as though fully  
17 set forth herein.

18          48.     Pursuant to California Labor Code section 226(a), an employer must provide an itemized  
19 statement to an employee, semimonthly or at the time of each payment of wages, showing:

20                   *(1) gross wages earned, (2) total hours worked by the employee, except for*  
21                   *any employee whose compensation is solely based on a salary and who is*  
22                   *exempt from payment of overtime under subdivision (a) of Section 515 or*  
23                   *any applicable order of the Industrial Welfare Commission, (3) the*  
24                   *number of piece-rate units earned and any applicable piece rate if the*  
25                   *employee is paid on a piece-rate basis, (4) all deductions, provided that*  
26                   *all deductions made on written orders of the employee may be aggregated*  
27                   *and shown as one item, (5) net wages earned, (6) the inclusive dates of the*  
28                   *period for which the employee is paid, (7) the name of the employee and*  
                      *the last 4 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. The deductions made from payment of wages shall be*

1 *recorded in ink or other indelible form, properly dated, showing the*  
2 *month, day, and year, and a copy of the statement and the record of the*  
3 *deductions shall be kept on file by the employer for at least three years at*  
4 *the place of employment or at a central location within the State of*  
5 *California.*

6 49. Plaintiff alleges that Defendants intentionally and knowingly failed to provide an  
7 itemized statement or failed to provide an accurate and complete itemized statement showing the  
8 requirements set forth in California Labor Code section 226(a). Specifically, Defendants did not  
9 accurately itemize all applicable hourly rates in effect during the pay period, all regular, overtime  
10 and double time hours worked and corresponding rates of pay, and gross and net wages earned. The  
11 paystubs also did not accurately itemize Plaintiff's and similarly situated employees' total hours  
12 worked. Plaintiff and similarly situated employees were not able to promptly and easily determine  
13 their total hours worked from their paystubs alone. Additionally, Plaintiff and similarly situated  
14 employees suffered confusion over whether they received all wages owed and were prevented from  
15 effectively challenging information on their wage statements.

16 50. As a proximate result of Defendants' conduct, Plaintiff and similarly situated  
17 employees have been damaged as stated in the section below entitled "DAMAGES," which is  
18 incorporated here to the extent pertinent as if set forth here in full.

19 **SIXTH CAUSE OF ACTION**  
20 **WAITING TIME PENALTIES**  
21 **(As to all Defendants)**

22 51. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 50 as though fully  
23 set forth herein.

24 52. An employer must pay an employee who is terminated all unpaid wages immediately  
25 upon termination. *See* Cal. Lab. Code § 201.

26 53. An employer must pay an employee who resigns all unpaid wages within seventy-two  
27 (72) hours of their resignation. *See* Cal. Lab. Code § 202.

28 54. Plaintiff and similarly situated employees did not receive all wages, including minimum  
wages, straight time wages, overtime wages, and meal and rest period premiums owed at their  
termination or within the required time after their separation from employment.

55. An employer who willfully fails to pay an employee wages in accordance with California Labor Code sections 201 and/or 202 must pay the employee a waiting time penalty of up to thirty (30) days. *See* Cal. Lab. Code § 203.

56. Defendants knew of their obligation to pay Plaintiff's and similarly situated employees' their final wages when their employment terminated. Indeed, Defendants had knowledge that Plaintiff and similarly situated employees were not getting paid split shift premiums, or paid for all hours worked on employees' timecards, including time spent waiting for clients to be transported after school. Such conduct shows Defendants had knowledge of earned, but unpaid wages at the time of separation, yet Defendants still refused to pay the remaining wages owed.

57. As a proximate result of Defendants' conduct, Plaintiff and similarly situated employees have been damaged and deprived of their wages and thereby seek their daily rate of pay multiplied by thirty (30) days for Defendants' failure to pay all wages due.

**SEVENTH CAUSE OF ACTION**  
**UNFAIR COMPETITION**  
**(As to Defendants)**

58. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 57 as though fully set forth herein.

59. Unfair competition shall mean and include any unlawful, unfair or fraudulent business act or practice and unfair, deceptive, untrue or misleading advertising and any act prohibited by Chapter 1 (commencing with Section 17500) of Part 3 of Division 7 of the Business and Professions Code. *See California Business and Professions ("B&P") Code § 17200.*

60. Plaintiff and similarly situated employees were not paid all wages owed, including minimum, straight time, and overtime wages, and meal and rest period premiums, or reimbursed for business expenses, during their employment or any time thereafter. Moreover, through Defendants conduct Plaintiff and similarly situated employees were denied statutory protections regarding meal and rest periods.

61. Plaintiff further alleges that such actions and/or conduct constitute a violation of the California Unfair Competition Law (“UCL”) (Business and Professions Code 17200 *et seq.*) pursuant to *Cortez v. Purolator Air Filtration Products Co.*, 23 Cal. 4th 163 (2000).

62. As a direct and legal result of the Defendants' conduct, as alleged herein, pursuant to the UCL (including B&P Code §17203), Plaintiff and similarly situated employees are entitled to restitution, including, but not limited to, interest and penalties pursuant to Business & Professions Code sections 17203, 17208, all in an amount as yet unascertained but subject to proof at trial, for four (4) years from the filing of this Action.

**EIGHTH CAUSE OF ACTION**  
**UNLAWFUL INQUIRY INTO CRIMINAL HISTORY**  
**(As to all Defendants)**

63. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 62 as though fully set forth herein.

64. California Labor Code § 432.7(a)(1) makes it unlawful for an employer to ask an applicant or employees disclose information regarding arrests not resulting in conviction or information concerning a conviction that has been judicially dismissed or ordered sealed pursuant to law. Moreover, Labor Code § 432.8 prohibits employers from asking an applicant or an employee about “convictions that are more than two years old for possession of marijuana.” As stated above, Defendants inquired about Plaintiff and similarly situated employees’ criminal history in violation of these statutes.

65. California Labor Code section 432.7(c) provides that:

If a person violates this section, or Article 6 (commencing with Section 11140) of Chapter 1 of Title 1 of Part 4 of the Penal Code, the applicant may bring an action to recover from that person actual damages or two hundred dollars (\$200), whichever is greater, plus costs, and reasonable attorney's fees. An intentional violation of this section shall entitle the applicant to treble actual damages, or five hundred dollars (\$500), whichever is greater, plus costs, and reasonable attorney's fees. An intentional violation of this section is a misdemeanor punishable by a fine not to exceed five hundred dollars (\$500).

66. Defendants inquired about Plaintiff's and similarly situated employees' criminal history including arrests not resulting in conviction of any type. Defendants' also failed to narrow its inquiry to specify that convictions that have been sealed, dismissed, and statutorily eradicated pursuant to law are not to be disclosed also violates the statute given the broadness of the question.

67. As a proximate result of Defendants' conduct, Plaintiff and similarly situated employees have been damaged as stated in the section below entitled "DAMAGES," which is incorporated here to the extent pertinent as if set forth here in full.

**NINTH CAUSE OF ACTION**  
**PRIVATE ATTORNEYS GENERAL ACT**  
**(As to all Defendants)**

68. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 67 as though fully set forth herein.

69. Plaintiff has alleged to the Labor Commissioner that Defendants have violated the following provisions of the Labor Code in their dealings with Plaintiff and other similarly situated current and former employees:

- Violation of Labor Code §§ 510, 1194; IWC Wage Order 4, § 3 (Failure to Pay Overtime Wages)
- Violation of Labor Code §§ 1194, 1197.1; IWC Wage Order 4, § 4 (Failure to Pay Minimum Wages)
- Violation of Labor Code §§ 226.7, 512 and Wage Order No. 4, §§ 11(A) and 11(B) (Failure to Provide Meal Periods or Pay Premiums in Lieu Thereof)
- Violation of Labor Code § 226.7 and Wage Order No. 4, § 12(A) (Failure to Provide Rest Periods or Pay Premiums in Lieu Thereof)
- Violation of Labor Code §§ 226, 226.3 (Failure to Provide Accurate Wage Statements)
- Violation of Labor Code §§ 201-203, 256 (Failure to Pay Final Wages)
- Violation of Labor Code §§ 558, 558.1 (Provisions Regulating Hours and Days of Work in Any Industrial Welfare Commission Order)
- Violation of Labor Code §§ 226.3, 1174 (Failure to Maintain Accurate Records)
- Violation of Labor Code §§ 432.7, 432.8 (Unlawful Inquiry Into Criminal History)
- Violation of Labor Code § 1102 (Whistleblower Retaliation)

70. Plaintiff seeks civil penalties against Defendants as provided in the California Labor Code, or, if no civil penalty is provided, default penalties pursuant to California Labor Code section 2699(f)(2).

71. Plaintiff seeks these civil penalties from Defendants pursuant to California Labor Code sections 2699(a) and 2699.3.

72. As a proximate result of Defendants' conduct, Plaintiff and similarly situated employees

1 have been damaged as stated in the section below entitled "DAMAGES," which is incorporated here to  
2 the extent pertinent as if set forth here in full.

3 **TENTH CAUSE OF ACTION**  
4 **VIOLATION OF LABOR CODE SECTION 1102.5**  
5 **(As to all Defendants)**

6 73. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 72 as though fully  
7 set forth herein.

8 74. Labor Code section 1102.5(a) states that an employer may not "make, adopt, or enforce  
9 any rule, regulation, or policy preventing an employee from disclosing information to a . . . person with  
10 authority over the employee, or to another employee who has authority to investigate, discover, or  
11 correct the violation or noncompliance, . . . if the employee has reasonable cause to believe that the  
12 information discloses a violation of state or federal statute, or a violation of or noncompliance with a  
13 local, state, or federal rule or regulation, regardless of whether disclosing the information is part of the  
14 employee's job duties."

15 75. An employer also may not "retaliate against an employee for disclosing information, or  
16 because the employer believes that the employee disclosed or may disclose information, to a  
17 government or law enforcement agency, to a person with authority over the employee or another  
18 employee who has the authority to investigate, discover, or correct the violation or noncompliance, . . . if  
19 the employee has reasonable cause to believe that the information discloses a violation of state or federal  
20 statute, or a violation of or noncompliance with a local, state, or federal rule or regulation, regardless of  
21 whether disclosing the information is part of the employee's job duties." Labor Code § 1102.5(b).

22 76. Lastly, an employer may "not retaliate against an employee for refusing to participate in  
23 an activity that would result in a violation of state or federal statute, or a violation or noncompliance  
24 with a state or federal rule or regulation." Labor Code § 1102.5(c).

25 77. Defendant unlawfully retaliated against Plaintiff after she complained about the failure to  
26 pay her wages owed and then effectively terminated her by placing her on the "on-call" list while never  
27 calling her to work for any point thereafter.

28 78. Plaintiff had a reasonable, good faith belief that Defendant's work practices violated the  
law.

1       79. Defendant's aforesaid acts in retaliating against and terminating Plaintiff for reporting  
2 unlawful activity and for refusing to participate in unlawful activity were illegal and a reckless disregard  
3 for the rights and sensibilities of Plaintiff.

4       80. Defendant's acts were wanton, willful, intentional, malicious and were a conscious and  
5 reckless disregard for the rights and sensibilities of Plaintiff and, therefore, warrant punitive damages.

6       81. As a proximate result of Defendants' conduct, Plaintiff has been damaged as stated in the  
7 section below entitled "DAMAGES," which is incorporated here to the extent pertinent as if set forth  
8 here in full.

9                                   **ELEVENTH CAUSE OF ACTION**  
10                                  **WRONGFUL TERMINATION/RETALIATION**  
                                    **(As to all Defendants)**

11       82. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 81 as though fully  
12 set forth herein.

13       83. Defendants terminated Plaintiff in violation of public policy.

14       84. Defendants' acts of discharge herein were malicious, fraudulent, and oppressive, with the  
15 wrongful intention of injuring Plaintiff, and acted with an improper and evil motive amounting to  
16 malice, and in conscious disregard of Plaintiff's rights.

17       85. As a proximate result of Defendants' conduct, Plaintiff has been damaged as stated in the  
18 section below entitled "DAMAGES," which is incorporated here to the extent pertinent as if set forth  
19 here in full.

20                                   **DAMAGES**

21 WHEREFORE Plaintiff requests relief as follows:

22       1. A jury trial;

23       2. As to the First Cause of Action:

24           a. Wages in an amount to be proven at trial;

25           b. Interest for the wages due pursuant to California Labor Code section 1194;

26           c. For reasonable attorney's fees and costs incurred pursuant to California Labor  
27 Code section 1194;  
28

1           3.   As to the Second Cause of Action:

- 2           a.   Wages in an amount to be proven at trial;
- 3           b.   Interest for the wages due pursuant to California Labor Code section 1194;
- 4           c.   For reasonable attorney's fees and costs incurred pursuant to California Labor
- 5               Code section 1194;
- 6           d.   Liquidated damages pursuant to California Labor Code section 1194.2;

7           4.   As to the Third Cause of Action:

- 8           a.   Wages in an amount to be proven at trial;
- 9           b.   Attorney's fees, costs and interest pursuant to California Code of Civil Procedure
- 10               section 1021.5;

11          5.   As to the Fourth Cause of Action:

- 12          a.   Wages in an amount to be proven at trial;
- 13          b.   Attorney's fees, costs and interest pursuant to California Code of Civil Procedure
- 14               section 1021.5;

15          6.   As to the Fifth Cause of Action:

- 16          a.   Penalties as provided for in Labor Code section 226, including the greater of all
- 17               actual damages or fifty dollars (\$50.00) for the initial pay period in which the
- 18               violation occurred and one hundred dollars (\$100.00) per employee for each
- 19               violation in the subsequent pay periods, but not to exceed 4 thousand dollars
- 20               (\$4,000.00);
- 21          b.   For reasonable attorney's fees and costs incurred pursuant to Labor Code section
- 22               226(e);

23          7.   As to the Sixth Cause of Action:

- 24          a.   For statutory penalties equal to an employees' daily rate of pay multiplied by
- 25               thirty (30) days;
- 26          b.   For attorneys fees, costs, and interest as allowed by law;
- 27
- 28

1 8. As to the Seventh Cause of Action:

- 2 a. For restitution of unpaid wages and unreimbursed expenses in an amount to be  
3 proven at trial;

4 9. As to the Eighth Cause of Action:

- 5 a. Actual damages or two hundred dollars (\$200), whichever is greater, plus costs,  
6 and reasonable attorney's fees.  
7 b. For intentional violations, treble actual damages, or five hundred dollars (\$500),  
8 whichever is greater, plus costs, and reasonable attorney's fees.

9 10. As to the Ninth Cause of Action:

- 10 a. For civil penalties as provided in the Labor Code for each enumerated  
11 violation;  
12 b. For those Labor Code sections where there is no civil penalty provided for their  
13 violation, the default penalty provided in Labor Code section 2699(f): for any  
14 initial violation, one hundred dollars (\$100) for each aggrieved employee per pay  
15 period; For any subsequent violation, two hundred dollars (\$200) for each  
16 aggrieved employee per pay period;  
17 c. Reasonable attorney's fees and costs pursuant to Labor Code section 2699;  
18 d. For any other remedies as allowed by law and/or deemed appropriate by the  
19 Court;

20 11. As to the Tenth and Eleventh Causes of Action

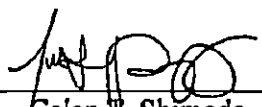
- 21 a. For compensatory damages, including lost wages, earnings, retirement benefits,  
22 and other employee benefits, and all other sums of money, together with interest  
23 on these amounts;  
24 b. For a money judgment for mental pain and anguish and emotional distress;  
25 c. For an award of punitive damages, according to proof;  
26 d. For attorneys fees and costs as allowed by law;

- 27 12. For such other and further relief as this Court may deem just and proper,  
28 including, but not limited to:

- 1 a. Wages as proved at trial;  
2 b. Injunctive and Declaratory relief;  
3 c. Attorney's fees and costs as provided for by law; and  
4 d. Interest.  
5

6 Dated: June 30, 2023

Shimoda & Rodriguez Law, PC

7  
8 By:   
9

10 Galen V. Shimoda  
11 Justin P. Rodriguez  
12 Renald Konini  
13 Attorneys for Plaintiff  
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1 *Trotter v. SEC Transportation Inc., et al.*  
2 *San Joaquin County Superior Court of California STK-CV-UOE-2023-3641*

3 **PROOF OF SERVICE — CCP §§ 1013a and 2015.5**  
4 **and California Rules of Court, Rule 1.21 and Rule 2.150**

5 I, Shaniya Baird, declare that:

6 I am a citizen of the United States and am over the age of eighteen years and not a party to  
7 the within above-entitled action.

8 On July 7, 2023, I served the following documents on the party below:

- 9 • **FIRST AMENDED COMPLAINT FOR DAMAGES**

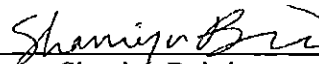
|                                                                                                                                                                                                                                                              |  |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| 10 Kroloff, PC<br>11 Jamie Bossuat<br>12 Kelsea A. Carbajal<br>13 7540 Shoreline Drive<br>14 Stockton, California 95219<br>15 Phone: 209-478-2000<br>Facsimile: 209-478-0354<br>Email: JBossuat@kroloff.com<br>Kcarbajal@kroloff.com<br>sswingle@kroloff.com |  |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|

16 [XXX] [By Mail] I am familiar with my employer's practice for the collection and  
17 processing of correspondence for mailing with the United States Postal Service  
18 and that each day's mail is deposited with the United States Postal Service that  
19 same day in the ordinary course of business. On the date set forth above, I served  
20 the aforementioned document(s) on the parties in said action by placing a true  
copy thereof enclosed in a sealed envelope with postage thereon fully prepaid, for  
collection and mailing on this date, following ordinary business practices, at Salt  
Lake City, Utah, addressed as set forth above.

21 [ ] [By Personal Service] By personally delivering a true copy thereof to the office  
of the addressee above.

22 [ ] [By Overnight Courier] By causing a true copy and/or original thereof to be  
23 personally delivered via the following overnight courier service: \_\_\_\_\_.

24 I declare under penalty of perjury under the laws of the State of California that the foregoing  
25 is true and correct, and that this declaration was executed on July 7, 2023, at Salt Lake City, Utah.

26   
27 Shaniya Baird  
28