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Superior Court of California,
County of Los Angeles
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David W. Slayton,
Executive Officer/Clerk of Court,
By J. Nunez, Deputy Clerk

14 Attorneys for Plaintiffs, LUCAS LEE
15 on behalf of himself and all others similarly situated,

16
17 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
18
19 **FOR THE COUNTY OF LOS ANGELES**

20 LUCAS LEE, on behalf of himself and all
21 others similarly situated,

22 Plaintiffs,

23 vs.

24 GN TRANSPORTATION LLC, a Wisconsin
25 corporation; CJ LOGISTICS AMERICA,
26 LLC, a California corporation; and DOES 1
27 through 50, inclusive,

28 Defendants.

Case No.: 23STCV14934

Assigned For All Purposes To:
Judge:
Dept.:

REPRESENTATIVE ACTION
COMPLAINT PURSUANT TO THE
PRIVATE ATTORNEYS GENERAL ACT
(Labor Code §§ 2699 et seq.)

1 Plaintiff LUCAS LEE ("Plaintiff"), individually and on behalf of the general public and all
2 non-exempt Aggrieved employees (hereinafter referred to as "Aggrieved employees"), hereby files
3 this Complaint against Defendants GN TRANSPORTATION LLC, CJ LOGISTICS AMERICA,
4 LLC, and DOES 1 through 50, inclusive DOES 1-50, inclusive (collectively "Defendants") and
5 alleges on information and belief as follows:

6 **I. INTRODUCTION**

7 1. This is a representative action for recovery of penalties under the Private Attorneys
8 General Act of 2004 ("PAGA"), Cal. Lab. Code sections 2698 *et seq.* PAGA permits "Aggrieved
9 employees" to bring a lawsuit as a representative action on behalf of the general public as private
10 attorney general and all other current and former Aggrieved employees, to recover civil penalties
11 and address an employer's violations of the California Labor Code.

12 2. Defendant GN TRANSPORTATION LLC is a Wisconsin corporation which
13 operates throughout the State of California, including within the County of Los Angeles.

14 3. Defendant CJ LOGISTICS AMERICA, LLC is a California corporation which
15 operates throughout the State of California, including within the County of Los Angeles.

16 4. Through this action, Plaintiff is alleging that Defendant has engaged in a systematic
17 pattern of wage and hour violations under the California Labor Code and Industrial Welfare
18 Commission ("IWC") Wage Orders.

19 5. Plaintiff is informed and believes, and thereon alleges, that Defendants have
20 increased their profits by violating state wage and hour laws by, among other things:

- 21 (a) Failing to pay all wages owed, including minimum wage and overtime;
22 (b) Failing to provide lawful meal periods or compensation in lieu thereof,
23 (c) Failing to reimburse for business expenses;
24 (d) Willfully failing to provide accurate wage statements; and
25 (e) Failing to pay all wages due upon separation of employment.

26 6. Plaintiff brings this lawsuit seeking monetary relief against Defendants on behalf of
27 himself and other Aggrieved employees to recover, among other things, civil penalties, attorney's
28 fees and costs and expenses pursuant to Labor Code §§ 2699, *et seq.* for violations enumerated under

1 2699.5 as follows: Labor Code §§ 201-204, 210, 226, 226.3, 226.7, 510, 551, 512, 558, 1174,
2 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 2800 and 2802.

3 **II. JURISDICTION AND VENUE**

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

8 8. This Court has jurisdiction over Defendants because, upon information and belief,
9 each Defendant either has sufficient minimum contacts in California, or otherwise intentionally
10 avails itself of the California market so as to render the exercise of jurisdiction over it by the
11 California Courts consistent with traditional notions of fair play and substantial justice.

12 9. Venue is proper in this Court because upon information and belief, one or more of
13 the Defendants, reside, transact business, or have offices in this County and/or the acts or omissions
14 alleged herein took place in this County. The unlawful acts alleged herein have a direct effect on
15 Plaintiff and all other Aggrieved employees within the State of California. Defendants employ
16 numerous Aggrieved employees in the State of California.

17 10. On the information and belief, Defendants conducted business within the State of
18 California during the purported liability period and continue to conduct business throughout the
19 State of California. The unlawful acts alleged herein have had a direct effect on Plaintiff, and the
20 similarly situated non-exempt Aggrieved employees within California.

21 11. The California Superior Court also has jurisdiction in this matter because on
22 information and belief there are no federal questions at issue, as the issues herein are based solely
23 on California statutes and law, including the California Labor Code, the IWC Wage Orders, the
24 California Code of Civil Procedure, and the California Civil Code.

25 **III. PARTIES**

26 12. On information and belief, GN Transportation, LLC and CJ Logistics America, LLC
27 both provides transportation services throughout California.

28 13. Other than identified herein, Plaintiff is unaware of the true names, capacities,

1 relationships, and extent of participation in the conduct alleged herein, of the Defendant(s) sued as
2 DOES 1 through 50, but are informed and believe and thereon alleges that said defendants are legally
3 responsible for the wrongful conduct alleged herein and therefore sues these defendants by such
4 fictitious names. Plaintiff will amend this complaint when their true names and capabilities are
5 ascertained.

6 14. Plaintiff is informed and believes and thereon alleges that each defendant, directly
7 or indirectly, or through agents or other persons, employed Plaintiff and other Aggrieved employees,
8 and exercised control over their wages, hours, and working conditions. Plaintiff is informed and
9 believe and thereon allege that each Defendant acted in all respects pertinent to this action as the
10 agent of the other Defendant, carried out a joint scheme, business plan or policy in all respects
11 pertinent hereto, and the acts of Defendant are legally attributable to the other defendant(s).

12 IV. FACTUAL ALLEGATIONS

13 1. Plaintiff was employed by Defendants from approximately March 2022 through on
14 or about April 22, 2022. During his employment with Defendants, Plaintiff was erroneously
15 classified as a salaried employee exempt from overtime pay and legally required meal breaks. His
16 duties and responsibilities as a Truck Dispatcher included, but were not limited to, making
17 appointments for deliveries and pick-ups, and directing drivers on their route.

18 2. Plaintiff did not have hiring or firing authority as a Truck Dispatcher.

19 3. Plaintiff and other Truck Dispatchers are engaged in a type of work that requires no
20 exercise of independent judgment or discretion as to any matter of significance. Plaintiff and other
21 Truck Dispatchers did not have managerial duties or authority and should therefore be properly
22 classified as non-exempt employees entitled to overtime pay.

23 4. The position of Truck Dispatcher was presented by Defendant to Plaintiff and other
24 Truck Dispatchers as a salaried position exempt from overtime pay and other related benefits.

25 5. As a result of Plaintiff and Class Members' misclassification as exempt employees,
26 the time worked by Plaintiff and Class Members was not recorded by Defendant. Plaintiff did not
27 clock in or out through any kind of mechanism for his hours and breaks to be kept track of.
28

1 6. Plaintiff is informed and believes, and thereon alleges, that Defendant is and was
2 advised by skilled lawyers and other professionals, employees, and advisors with knowledge of
3 the requirements of California's wage and employment laws.

4 7. During the liability period, Defendants implemented policies and practices which
5 resulted in Plaintiff and Class Members not receiving minimum wage for all hours worked. For
6 instance: Plaintiff and Class Members were regularly scheduled for shifts in excess of eight (8)
7 hours in one day and forty (40) hours in one week.

8 8. During the liability period, due to the work load requirements and time constraints
9 imposed by Defendant during each shift, Plaintiff and Class Members were required to work in
10 excess of five (5) hours, and in excess of ten (10) hours, without a minimum, uninterrupted thirty
11 (30) minute meal period, and were not compensated one (1) hour of pay at their regular rate of
12 compensation for each time that a compliant meal period was not provided, in violation of
13 California labor laws, regulations and IWC Wage Order.

14 9. During the liability period, Defendants failed to lawfully reimburse Plaintiff and
15 Expense Reimbursement Class Members, both exempt and Non-exempt, for all business expenses
16 necessarily incurred by Plaintiff and Expense Reimbursement Class Members. For instance,
17 Plaintiff and other Expense Reimbursement Class Members were required to utilize their personal
18 cell phones receive communications regarding work-related matters using an app called "KaKao
19 Talk" to communicate with other employees. Plaintiff and Expense Reimbursement Class
20 Members were not reimbursed for this personal cell phone usage.

21 10. Defendants have also failed to maintain accurate itemized records reflecting total
22 hours worked and have failed to provide Class Members with accurate, itemized wage statements
23 reflecting total hours worked and appropriate rates of pay for those hours worked.

24 11. On Plaintiff's days of termination, Plaintiff did not receive his final paycheck and
25 was not compensated for waiting to receive his final paycheck.

26 12. Plaintiff is informed and believes, and based thereon alleges, that Defendants
27 currently employ and during the relevant period have employed over one hundred (100)
28 employees in the State of California in positions erroneously classified as exempt.

V. REPRESENTATIVE CLAIM

1 **ENFORCEMENT OF LABOR CODE § 2699, *et seq.* (“PAGA”)**

2 **(Against All Defendants)**

3 15. Plaintiff gave timely written notice by certified mail of Defendant’s violations of
4 various provisions of the California Labor Code as alleged in this complaint to the Labor and
5 Workforce Development Agency (“LWDA”) and Defendant. See **Exhibit A**, Plaintiff’s Notice to
6 LWDA.

7 16. The LWDA did not provide notice of its intention to investigate Defendant’s alleged
8 violations within the 65-day statutory period. See Cal. Lab. Code § 2699.3.

9 17. Plaintiff brings this action on his own behalf as an Aggrieved employee, as well as
10 on behalf of each and every other Aggrieved employee pursuant to California Labor Code § 2699.

11 18. All claims alleged herein arise under California law for which Plaintiff seeks relief
12 as authorized by California law.

13 19. Plaintiff incorporates and re-allege each and every allegation contained above as
14 though fully set forth herein.

15 20. Pursuant to Labor Code § 2699(a), any provision of the Labor Code that provides for
16 a civil penalty to be assessed and collected by the Labor and Workforce Development Agency or
17 any of its departments, divisions, commissions, boards, agencies or employees for violation of the
18 code may, as an alternative, be recovered through a civil action brought by an Aggrieved employee
19 on behalf of himself and other current or former employees pursuant to the procedures specified in
20 Labor Code § 2699.3.

21 21. For all provisions of the Labor Code except those for which a civil penalty is
22 specifically provided, Labor Code § 2699(f) imposes upon Defendant a penalty of one hundred
23 dollars (\$100.00) for each Aggrieved employee per pay period for the initial violation and two
24 hundred dollars (\$200.00) for each Aggrieved employee per pay period for each subsequent pay
25 period in which Defendants violated these provisions of the Labor Code.

26 22. Defendant’s conduct violates numerous Labor Code sections including, but not
27 limited to, the following:

28 (a) Violation of Labor Code §§ 510, 1194, 1197, and 1198 for failure to pay all lawful

1 wages owed to Plaintiff and other Aggrieved employees;

2 (b) Violation of Labor Code §§ 510, 1182.12, 1194, 1194.2, 1197, 1197.1, and 1198 for
3 unpaid wages as herein alleged;

4 (c) Violation of Labor Code §§ 226.7 and 512 for failure to provide lawful,
5 uninterrupted, duty-free meal periods without paying Plaintiff and other Aggrieved
6 employees premium wages for every day said meal periods were not provided;

7 (d) Violation of Labor Code § 2802 for failing to indemnify Plaintiff and other
8 Aggrieved employees for business-related expenses;

9 (e) Violation of Labor Code §§ 226 and 226.2 for failure to provide accurate itemized
10 wages statements to Plaintiff and other Aggrieved employees as herein alleged; and

11 (f) Violation of Labor Code §§ 201-203 for failing to timely pay all earned wages to
12 Plaintiff and other Aggrieved employees upon separation of employment.

13 23. Plaintiff is an "Aggrieved employee" because he was employed by the alleged
14 violator and had one or more of the alleged violations committed against him, and therefore is
15 properly suited to represent the interests of all other Aggrieved employees.

16 24. Plaintiff has exhausted the procedural requirements under Labor Code § 2699.3 as to
17 Defendants and is therefore able to pursue a claim for penalties on behalf of himself and all other
18 Aggrieved employees under PAGA.

19 25. Pursuant to Labor Code §§ 2699(a), 2699.3 and 2699.5, Plaintiff is entitled and seeks
20 to recover all civil penalties available under the law, in addition to other remedies, for violations of
21 the Labor Code sections cited above.

22 26. For bringing this action, Plaintiff is entitled to attorney's fees and costs incurred
23 herein.

24 **PRAYER FOR RELIEF**

25 Plaintiff, on his own behalf and on behalf of all others similarly situated, prays for relief and
26 judgment against Defendants and DOES 1 through 10, jointly and severally, as follows:

27 1. For civil penalties against Defendant on behalf of all Aggrieved employees and the
28 LWDA pursuant to Labor Code §§ 2699, *et seq.*;

1 2. For reasonable attorney's fees, costs of suit and interest to the extent permitted by
2 law, including pursuant to Code of Civil Procedure § 1021.5 and Labor Code § 1194; and

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

4
5 **Dated: June 27, 2023**

JAMES HAWKINS, APLC

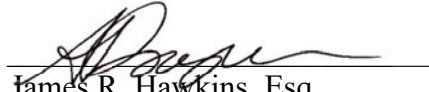
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8 James R. Hawkins, Esq.
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10 Anthony L. Draper, Esq.
11 Attorneys for Plaintiff
12 LUCAS LEE
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EXHIBIT A

JAMES *JH* HAWKINS

A PROFESSIONAL LAW CORPORATION

9880 RESEARCH DRIVE, SUITE 200, IRVINE, CALIFORNIA 92618
TELEPHONE (949) 387-7200; FACSIMILE (949) 387-6676

April 21, 2023

Via Online Filing (LWDA) and Certified Mail (Employers)

California Labor and Workforce Development Agency

Attn: PAGA Administrator

1515 Clay Street, Ste. 801

Oakland, CA 94612

<http://www.dir.ca.gov/Private-Attorneys-General-Act>

GN Transportation LLC

c/o Agent of Service

Becky DeGeorge

2710 Gateway Oaks Drive,

Sacramento, CA 95833

Receipt No.: 7021 1970 0001 5646 6391

CJ Logistics America, LLC

c/o Agent of Service

Becky DeGeorge

2710 Gateway Oaks Drive,

Sacramento, CA 95833

Receipt No.: 7021 1970 0001 5646 6407

Re: NOTICE PURSUANT TO LABOR CODE SECTIONS 2699 *et seq.*

To Whom It May Concern:

PLEASE TAKE NOTICE that plaintiff Lucas Lee on behalf of himself and all others similarly situated gives NOTICE to file and/or amend a civil action pursuant to *Labor Code* §§ 2699, *et seq.* Plaintiff hereby gives written notice by certified mail to **GN Transportation LLC, CJ Logistics America, LLC**, and by online submission to the **Labor and Workforce Development Agency (“LWDA”)**. Plaintiff hereby attaches the proposed PAGA Complaint as though fully set forth herein, setting out the specific provisions of the *Labor Code* plaintiff alleges have been violated including the facts and his theories. All labor provisions alleged violated in the complaint PERTAIN TO ALL ENTITIES AND INDIVIDUALS NAMED IN THE COMPLAINT, even if not specifically specified.

Please advise by certified mail within sixty (60) days of the post mark on this letter if the LWDA intends to investigate these claims. Thank you. If you have any questions, please do not hesitate to contact me.

Very Truly Yours,

Anthony L. Draper, Esq.

Enclosures: Complaint