

James R. Hawkins, Esq. SBN 192925
Isandra Fernandez, Esq. SBN 220482
Anthony L. Draper, Esq. SBN 344391
JAMES HAWKINS APLC
9880 Research Drive, Suite 200
Irvine, CA 92618
TEL: (949) 387-7200
FAX: (949) 387-6676
Email: james@jameshawkinsaplc.com
Email: isandra@jameshawkinsaplc.com
Email: anthony@jameshawkinsaplc.com
Email: staff@jameshawkinsaplc.com

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

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES

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

Plaintiffs,

vs.

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

Defendants.

Case No. **23STCV09033**
ASSIGNED FOR ALL PURPOSES TO:
JUDGE:
DEPT:

CLASS ACTION COMPLAINT

- 1) Failure to Pay Lawful Wages Including Overtime**
- 2) Failure to Provide Lawful Meal Periods or Compensation in Lieu Thereof**
- 3) Failure to Pay Employee Expenses**
- 4) Failure to Timely Pay Wages During Employment**
- 5) Failure to Timely Pay Wages at Termination**
- 6) Failure to Provide Accurate, Itemized Wage Statements**
- 7) Violations of the Unfair Competition Law**

JURY TRIAL DEMANDED

1 Plaintiff LUCAS LEE, on behalf of himself and all others similarly situated, assert claims against
2 Defendants GN TRANSPORTATION LLC, CJ LOGISTICS AMERICA, LLC, and DOES 1
3 through 50, inclusive (hereinafter collectively referred to as "Defendants") as follows:

4 **I.**

5 **INTRODUCTION**

6 1. This is a Class Action, pursuant to Code of Civil Procedure section 382, brought
7 against Defendants GN TRANSPORTATION LLC and CJ LOGISTICS AMERICA, LLC and
8 any subsidiaries and affiliated companies (collectively "Defendants") on behalf of Plaintiff
9 LUCAS LEE (hereinafter "Plaintiff") and all others similarly situated, employed by, or formerly
10 employed by Defendants in California (hereinafter referred to as "Non-Exempt Employees"
11 and/or "Class Members").

12 2. During the liability period, defined as the applicable statute of limitations for each
13 and every cause of action contained herein, Defendants enforced shift schedules, employment
14 policies and practices, and workload requirements wherein Plaintiffs and all other Non-Exempt
15 Employees: (1) were not paid proper wages they earned for all hours they worked; (2) were not
16 permitted to take their full statutorily authorized rest and meal periods, or had their rest and meal
17 periods shortened or provided to them late due to the scheduling and work load and time
18 requirements placed upon them by Defendants. Defendants failed to pay such employees one (1)
19 hour of pay at the employees regular rate of compensation for each workday that the meal period
20 and/or rest period that was not properly provided; and employees were not properly reimbursed
21 for out-of-pocket expenses.

22 3. During the liability period, Defendants have failed to reimburse Class Members
23 for business expenses incurred in the performance of their job duties.

24 4. During the liability period, Defendants have also failed to maintain accurate
25 itemized records reflecting total hours worked and have failed to provide Non Exempt
26 Employees with accurate, itemized wage statements reflecting total hours worked and
27 appropriate rates of pay for those hours worked.

28 5. Plaintiff, on behalf of himself and all Class Members, bring this action pursuant to
Labor Code sections 201, 202, 203, 204, 210, 221, 225, 226, 226.7, 510, 512, 1194, 1198, 1199,
2802, California Code of Regulations, Title 8 as applicable, and any other applicable Industrial

1 Welfare Commission (“IWC”) Wage Orders, seeking unpaid lawful wages, unpaid meal period
2 compensation, penalties and other equitable relief, and reasonable attorneys’ fees and costs.

3 6. Plaintiff, on behalf of himself and others similarly situated, pursuant to Business
4 and Professions Code sections 17200-17208, also seek restitution from Defendants for their
5 failure to pay all overtime wages and meal period premiums to each of their Non-Exempt
6 Employees.

7 **II.**

8 **VENUE**

9 7. Venue as to each Defendant is proper in this judicial district pursuant to Code of
10 Civil Procedure section 395. Defendant conducts substantial and continuous commercial
11 activities in Los Angeles County, California and each Defendant is within the jurisdiction of this
12 Court for service of process purposes. Defendants employ numerous Class Members in Los
13 Angeles County, California.

14 **III.**

15 **PARTIES**

16 8. Plaintiff is, and at all times mentioned in this complaint was, a resident of
17 California.

18 9. Defendant GN TRANSPORTATION LLC is a Delaware corporation which
19 operates throughout the State of California, including within the county of Los Angeles.

20 10. Defendant CJ LOGISTICS AMERICA, LLC is a Delaware corporation which
21 operates throughout the State of California, including within the county of Los Angeles.

22 11. The true names and capacities of Defendants, whether individual, corporate,
23 associate, or otherwise, sued herein as DOES 1 through 50, inclusive, are currently unknown to
24 Plaintiff, who therefore sues Defendants by such fictitious names under Code of Civil Procedure
25 section 474. Plaintiff is informed and believes, and based thereon alleges that each of the
26 Defendants designated herein as a DOE is legally responsible in some manner for the unlawful
27 acts referred to herein. Plaintiff will seek leave of court to amend this Complaint to reflect the
28 true names and capacities of the Defendants designated hereinafter as DOES when such
identities become known.

12. Plaintiff is informed and believes, and based thereon alleges, that Defendants acted in all respects pertinent to this action as the agent of the other Defendants, 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 Defendants.

IV.

FACTUAL BACKGROUND

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

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

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

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

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

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

19. During the liability period, Defendants implemented policies and practices which resulted in Plaintiff and Class Members not receiving minimum wage for all hours worked. For

1 instance: Plaintiff and Class Members were regularly scheduled for shifts in excess of eight (8)
2 hours in one day and forty (40) hours in one week.

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

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

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

19 23. On Plaintiff’s days of termination, Plaintiff did not receive his final paycheck and
20 was not compensated for waiting to receive his final paycheck.

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

24 V.

25 CLASS ACTION ALLEGATIONS

26 25. Plaintiff seeks to represent a Class comprised of and defined as: All employees
27 who are or were employed by Defendants in the state of California as erroneously classified as
28 salaried exempt employees within four (4) years prior to the date this lawsuit is filed (“liability
period”) until resolution of this lawsuit (collectively referred to as the “Class” and/or Class

Members”).

26. Plaintiff also seeks to represent Subclasses which are composed of persons satisfying the following definitions:

a. All Class Members employed by Defendants in the state of California who were not accurately and fully paid all lawful wages owed to them including proper minimum wages and overtime wages for all their hours worked;

b. All Class Members employed by Defendants in the state of California who, within the liability period, have not been provided an uninterrupted 30-minute meal period when they worked over five hours or over ten hours in a work shift and were not provided compensation in lieu thereof;

c. All Class Members employed by Defendants in the state of California who, within the liability period, were not provided with accurate and complete itemized wage statements.

d. All Class Members employed by Defendants in the state of California who, within the liability period, were not timely paid all wages due and owed to them during their employment with Defendant; and

e. All Class Members employed by Defendants in the state of California who, within the liability period, were not timely paid all wages due and owed to them upon the termination of their employment with Defendant.

27. Plaintiff further seeks to represent a subclass for all employees of Defendants in the state of California who, within the liability period, did not receive full reimbursement for employee expenses (“Expense Reimbursement Class”).

28. Plaintiff reserves the right under Rule 3.765, California Rules of Court, to amend or modify the class description with greater specificity or further division into subclasses or limitation to particular issues.

29. This action has been brought and may properly be maintained as a class action under the provisions of section 382 of the Code of Civil Procedure because there is a well-defined community of interest in the litigation and the proposed Class is easily ascertainable.

A. Numerosity

1 30. The potential members of the Class as defined are so numerous that joinder of all
2 the members of the Class is impracticable. While the precise number of Class Members has not
3 been determined at this time, Plaintiff is informed and believes that Defendants currently
4 employ, and/or during the relevant time period employed, approximately over 100 Employees in
5 California who are or have been affected by Defendants' unlawful practices as alleged herein.

6 **B. Commonality**

7 31. There are questions of law and fact common to the Class predominating over any
8 questions affecting only individual Class Members. These common questions of law and fact
9 include, without limitation:

- 10 i. Whether Defendants also violated Labor Codes §§ 200, 1194, and 1197 for failing to pay
11 minimum wages for time spent under the Defendants' control;
- 12 ii. Whether Defendants violated Labor Code §§ 226.7, 512 and applicable IWC Wage Order
13 by failing to provide statutorily compliant 30-minute meal periods to Employees on days
14 in which they worked more than 5 hours and more than 10 hours and failing to
15 compensate said employees one hour's wages in lieu of meal periods;
- 16 iii. Whether Defendants violated Labor Code § 226 and applicable IWC Wage Orders by
17 failing to, among other violations, maintain accurate records of Employees' earned
18 wages, work periods, meal periods and deductions;
- 19 iv. Whether Defendant violated Labor Code §§ 201-203 by failing to pay all earned wages
20 and/or premium wages due and owing at the time that any Class Members' employment
21 with Defendant terminated;
- 22 v. Whether Defendant violated Labor Code § 2802 and applicable IWC Wage Orders for
23 failing to indemnify employees for the expenditures incurred in the performances of their
24 job duties;
- 25 vi. Whether Defendant violated section 210 of the Labor Code by failing to pay all earned
26 wages and/or premium wages due and owing when such wages were due and payable;
- 27 vii. Whether Defendants violated section 17200 *et seq.* of the Business and Professions Code
28 and Labor Code sections §§ 201, 202, 203, 204, 221, 225, 226, 226.7, 510, 512, 1194,

1 1199, 2802, and applicable IWC Wage Orders, violation of which constitutes a violation
2 of fundamental public policy;

3 **C. Typicality**

4 32. The claims of the named Plaintiff are typical of the claims of the Class. Plaintiff
5 and all members of the Class sustained injuries and damages arising out of and caused by
6 Defendants' common course of conduct in violation of California laws, regulations, and statutes
7 as alleged herein.

8 **D. Adequacy of Representation**

9 33. Plaintiff will fairly and adequately represent and protect the interests of the
10 members of the Class. Counsel who represents Plaintiff is competent and experienced in
11 litigating large employment class actions.

12 **E. Superiority of Class Action**

13 34. A class action is superior to other available means for the fair and efficient
14 adjudication of this controversy. Individual joinder of all Class Members is not practicable, and
15 questions of law and fact common to the Class predominate over any questions affecting only
16 individual members of the Class. Each member of the Class has been damaged and is entitled to
17 recovery by reason of Defendants' unlawful policy and/or practice herein complained of.

18 35. Class action treatment will allow those similarly situated persons to litigate their
19 claims in the manner that is most efficient and economical for the parties and the judicial system.
20 Plaintiffs are unaware of any difficulties that are likely to be encountered in the management of
21 this action that would preclude its maintenance as a class action.

22
23 **VI.**
CAUSES OF ACTION

24 **First Cause of Action**

25 Failure to Pay Lawful Wages Including Overtime
26 (Lab. Code §§ 510, 1194, 1199)
27 (Against All Defendants)

28 36. Plaintiff repeats and incorporates herein by reference each and every allegation
set forth above, as though fully set forth herein.

37. During the liability period, Defendants' policies and/or practices resulted in Plaintiff and Non-Exempt Employees not receiving minimum wages for time spent working off the clock while subject to the control of Defendant all without pay. Labor Code § 1197 provides that employees are to be paid minimum wage for each hour worked.

38. During the liability period, Defendants' policies and/or practices resulted in Plaintiff and Non-Exempt Employees not receiving all lawful wages at the regular rate of pay when working overtime hours under Defendants' control. Labor Code § 510 provides that employees are to be paid one-half times and twice the regular rate of pay when working overtime hours.

39. As a result of the unlawful acts of Defendants, Plaintiff and the Class he seeks to represent have been deprived of compensation for all earned wages including minimum wage and overtime compensation in amounts to be determined at trial, and are entitled to recovery of such amounts, plus interest and penalties thereon, attorneys' fees, and costs, pursuant to Labor Code section 1194 .

40. WHEREFORE, Plaintiff and the Class he seeks to represent request relief as described herein and below.

Second Cause of Action

Failure to Provide Lawful Meal Periods
Or Compensation in Lieu Thereof
(Lab. Code §§ 226.7, 512, IWC Wage Orders)
(Against All Defendants)

41. Plaintiff repeats and incorporates herein by reference each and every allegation set forth above, as though fully set forth herein.

42. By failing to provide 30-minute uninterrupted meal periods for days on which Class Members work(ed) work periods more than 5 hours and more than 10 hours and failing to provide compensation for such statutorily non-compliant meal periods, Defendant violated the provisions of Labor Code § 512 and applicable IWC Wage Orders.

43. By failing to record and maintain adequate and accurate time records according to sections 226 and 1174(d) of the Labor Code, Defendants have injured Plaintiff and Class

1 Members and made it difficult to calculate the unpaid meal period compensation due Plaintiffs
2 and Class Members.

3 44. As a result of the unlawful acts of Defendants, Plaintiff and the Class he seeks to
4 represent have been deprived of premium wages in amounts to be determined at trial, and are
5 entitled to recovery of such amounts, plus interest and penalties thereon under Labor Code §
6 226.7.

7 45. WHEREFORE, Plaintiff and the Class he seeks to represent request relief as
8 described herein and below.

9 **Third Cause of Action**

10 Failure to Reimburse Employee Expenses

11 (Lab. Code § 2802)

12 (Against All Defendants)

13 46. Plaintiff repeats and incorporates herein by reference each and every allegation
14 set forth above, as though fully set forth herein.

15 47. By their policy of requiring Plaintiff and the “Expense Reimbursement Class” to
16 utilize their personal cell phones, and failing to reimburse Plaintiff and the “Expense
17 Reimbursement Class” for those expenses, Defendants willfully violated the provision of Labor
18 Code § 2802 and IWC applicable Wage Orders.

19 48. As a result of the unlawful acts of Defendants, Plaintiff and the class he seeks to
20 represent are entitled to recovery of full amount of expenses incurred plus interest, attorneys'
21 fees, and costs, under Labor Code § 2802.

22 49. WHEREFORE, Plaintiff and the Class he seeks to represent request relief as
23 described herein and below.

24 **Fourth Cause of Action**

25 Failure to Timely Pay Wages During Employment

26 (Lab. Code § 204)

27 (Against All Defendants)

28 50. Labor Code § 204 requires that all wages are due and payable twice in each
calendar month. The wages required by Labor Code §§ 226.7, 510, 1194, 1197 and other
sections became due and payable to Plaintiff and Class Members in each month that he or she
was not paid all lawful wages owed or provided with lawful meal period or rest period to which

1 he or he was entitled. Defendants violated Lab. Code § 204 by failing to pay said wages when
2 they were due and payable.

3 51. Labor Code section 210 (a) provides that “In addition to, and entirely independent
4 and apart from, any other penalty provided in this article, every person who fails to pay the
5 wages of each employee as provided in Sections 201.3, 204, 204b, 204.1, 204.2, 204.11, 205,
6 205.5, and 1197.5, shall be subject to a penalty as follow:

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

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

12 54. As a result of the unlawful acts of Defendants alleged herein, Plaintiff and the
13 Class he seeks to represent have been deprived of wages in amounts to be determined at trial, and
14 are entitled to recovery of such amounts, plus interest and penalties.

15 55. WHEREFORE, Plaintiff and the Class he seeks to represent request relief as
16 described herein and below.

17 **Fifth Cause of Action**

18 Failure to Timely Pay Wages Due at Termination
19 (Lab. Code §§ 201-203)
20 (Against All Defendants)

21 56. Plaintiff repeats and incorporates herein by reference each and every allegation
22 set forth above, as though fully set forth herein.

23 57. Sections 201 and 202 of the California Labor Code require Defendant to pay its
24 employees all wages due within 72 hours of termination of employment. Section 203 of the
25 Labor Code provides that if an employer willfully fails to timely pay such wages the employer
26 must, as a penalty, continue to pay the subject employees' wages until the back wages are paid in
27 full or an action is commenced. The penalty cannot exceed 30 days of wages.

28 58. As alleged herein, affected class members are entitled to compensation for all
forms of wages earned, including, overtime compensation, minimum wage, correct sick pay

1 wages and compensation for non-provided rest and meal periods but to date have not received
2 such compensation therefore entitling them Labor Code section 203 penalties.

3 59. More than 30 days have passed since Plaintiff and affected Class Members have
4 left Defendants' employ, and on information and belief, have not received payment pursuant to
5 Labor Code § 203. As a consequence of Defendant's willful conduct in not paying all earned
6 wages, certain Class Members are entitled to 30 days' wages as a penalty under Labor Code
7 section 203 for failure to pay legal wages.

8 60. WHEREFORE, Plaintiff and the Class he seeks to represent request relief as
9 described herein and below.

10
11 **Sixth Cause of Action**
12 **Knowing and Intentional Failure to Comply With Itemized Employee**
13 **Wage Statement Provisions**
14 **(Lab. Code § 226(b))**
15 **(Against All Defendants)**

16 61. Plaintiff repeats and incorporates herein by reference each and every allegation
17 set forth above, as though fully set forth herein

18 62. Section 226(a) of the California Labor Code requires Defendants to itemize in
19 wage statements all deductions from payment of wages and to accurately report total hours
20 worked by Plaintiffs and the members of the proposed class. IWC Wage Orders require
21 Defendants to maintain time records showing, among others, when the employee begins and
22 ends each work period, meal periods, split shift intervals and total daily hours worked in an
23 itemized wage statement, and must show all deductions and reimbursements from payment of
24 wages, and accurately report total hours worked by Plaintiffs and the members of the proposed
25 class. On information and belief, Defendants have failed to record all or some of the items
26 delineated in Industrial Wage Orders and Labor Code § 226.

27 63. Plaintiff and Class Members have been injured by Defendants' actions by
28 rendering them unaware of the full compensation to which they were entitled under applicable
provisions of the California Labor Code and applicable IWC Wage Orders.

64. Pursuant Labor Code § 226, Plaintiff and Class Members are entitled up to a maximum of \$4,000.00 each for record-keeping violation.

65. WHEREFORE, Plaintiff and the Class he seeks to represent request relief as described herein and below.

Seventh Cause of Action
Violation of Unfair Competition Law
(Bus. & Prof. Code, §§ 17200-17208)
(Against All Defendants)

66. Plaintiff repeats and incorporates herein by reference each and every allegation set forth above, as though fully set forth herein.

67. Business & Professions Code Section 17200 provides:

As used in this chapter, 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.) (Emphasis added.)

68. Defendant's violations of the Labor Code and Wage Order provisions set forth above constitute unlawful and/or unfair business acts or practices.

69. The actions of Defendant, as alleged within this Complaint, constitute false, fraudulent, unlawful, unfair, fraudulent and deceptive business practices, within the meaning of Business and Professions Code section 17200, et seq.

70. Plaintiff and Class Members have been personally aggrieved by Defendant's unlawful and unfair business acts and practices alleged herein.

71. As a direct and proximate result of the unfair business practices of Defendant, and each of them, Plaintiff, individually and on behalf of all employees similarly situated, are entitled to restitution of all wages which have been unlawfully withheld from Plaintiff and members of the Plaintiff's Class as a result of the business acts and practices described herein.

72. WHEREFORE, Plaintiff and the Class he seeks to represent request relief as described herein and below.

VII.

1 **PRAYER**

2 WHEREFORE, Plaintiff prays for judgment as follows:

- 3 1. That the Court determine that this action may be maintained as a class action;
- 4 2. For compensatory damages in an amount according to proof with interest thereon;
- 5 3. For economic and/or special damages in an amount according to proof with interest
- 6 thereon;
- 7 4. For premium wages pursuant to Labor Code §§ 226.7 and 512;
- 8 5. For premium pay and penalties pursuant to Labor Code § 203;
- 9 6. For attorneys' fees, interests and costs of suit under Labor Code §§ 226, 1194;
- 10 7. For such other and further relief as the Court deems just and proper.
- 11

12 **DEMAND FOR JURY TRIAL**

13 Plaintiff hereby demands trial of his claims by jury to the extent authorized by law.

14

15 **Dated: April 21, 2023**

JAMES HAWKINS, APLC

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17 James R. Hawkins, sq.
18 Isandra Y. Fernandez, Esq.
19 Anthony L. Draper, Esq.
20 Attorneys for Plaintiffs
LUCAS LEE

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