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County of Fresno
By: I. Herrera, Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF FRESNO

JASON WOOD, individually and on behalf
of all others similarly situated,

Plaintiffs,

v.

SAMRA XPRESS INC; and DOES 1
through 20, inclusive,

Defendants.

Case No.

23CECG03195

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

1 Plaintiff Jason Wood, individually and on behalf of others similarly situated, alleges as
2 follows:

3 **NATURE OF ACTION AND INTRODUCTORY STATEMENT**

4 1. Plaintiff Jason Wood (“Plaintiff”) brings this representative action pursuant to the
5 Private Attorneys General Act of 2004, Cal. Lab. Code. § 2698 *et seq.*, against Defendant Samra
6 Xpress Inc, and DOES 1 through 20, inclusive (collectively, “Defendants”), on Plaintiff’s own
7 behalf and on behalf of other aggrieved employees who are and were employed by Defendants as
8 non-exempt employees throughout California.

9 2. Defendants provide services or goods throughout California.

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

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

- 16 (a) failing to pay wages for all hours worked (including minimum wages and
17 overtime wages);
 - 18 (b) failing to pay wages to piece-rate workers for non-productive time, time
19 spent in rest breaks and/or time spent in recovery periods;
 - 20 (c) failing to provide lawful meal periods or compensation in lieu thereof;
 - 21 (d) failing to authorize or permit lawful rest breaks or provide compensation
22 in lieu thereof;
 - 23 (e) failing to reimburse necessary business-related costs;
 - 24 (f) failing to provide accurate itemized wage statements;
 - 25 (g) failing to pay wages timely during employment; and
 - 26 (h) failing to pay all wages due upon separation of employment.
- 27
28

1 5. Plaintiff seeks monetary relief against Defendants on behalf of Plaintiff and all
2 other aggrieved employees in California to recover, among other things, civil penalties pursuant
3 to Labor Code §§ 2698, *et seq.*, interest, attorneys' fees, costs and expenses.

4 **JURISDICTION AND VENUE**

5 6. This is a representative action pursuant to Private Attorneys General Act of 2004
6 (Cal. Lab. Code §§ 2698, *et seq.*) ("PAGA"). The civil penalties sought by Plaintiff exceeds the
7 minimal jurisdictional limits of the Superior Court and will be established according to proof at
8 trial.

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

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

18 9. Venue is proper in this Court because, upon information and belief, Defendants
19 reside, transact business, or have offices in this county, and the acts and omissions alleged herein
20 took place in this county.

21 **THE PARTIES**

22 10. Plaintiff is a resident of California and worked for Defendants during the relevant
23 time periods as alleged herein.

24 11. Plaintiff is informed and believes, and thereon alleges that at all times hereinafter
25 mentioned, Defendants were and are subject to the Labor Code and IWC Wage Orders as
26 employers, whose employees were and are engaged throughout this county and the State of
27 California.

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

5 13. Plaintiff is informed and believes, and thereon alleges, that DOES 1 through 20
6 are or were the partners, agents, owners, shareholders, managers, or employees of Defendants at
7 all relevant times.

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

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

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

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

25 **GENERAL ALLEGATIONS**

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

1 19. Defendants continue to employ non-exempt employees within California.

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

6 21. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
7 should have known that Plaintiff and other aggrieved employees were entitled to receive wages
8 for all time worked (including minimum wages and overtime wages) and that they were not
9 receiving all wages earned for work that was required to be performed and they were not
10 receiving pay for non-productive time when paid a piece rate. In violation of the Labor Code and
11 IWC Wage Orders, Plaintiff and other aggrieved employees were not paid all wages all hours
12 worked at the correct rate and within the correct time, including overtime wages, time spent in
13 rest breaks, non-productive time, and time spent in meal periods.

14 22. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
15 should have known that Plaintiff and other aggrieved employees were entitled to receive all
16 required meal periods or payment of one (1) additional hour of pay at Plaintiff's and other
17 aggrieved employees' regular rate of pay when they did not receive a timely, uninterrupted meal
18 period. In violation of the Labor Code and IWC Wage Orders, Plaintiff and other aggrieved
19 employees did not receive all meal periods or payment of one (1) additional hour of pay at
20 Plaintiff's and other aggrieved employees' regular rate of pay when they did not receive a timely,
21 uninterrupted meal period.

22 23. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
23 should have known that Plaintiff and other aggrieved employees were entitled to receive all rest
24 breaks or payment of one (1) additional hour of pay at Plaintiff's and other aggrieved employees'
25 regular rate of pay when a rest break was late, missed, or interrupted. In violation of the Labor
26 Code and IWC Wage Orders, Plaintiff and other aggrieved employees did not receive all rest
27 breaks or payment of one (1) additional hour of pay at Plaintiff's and other aggrieved employees'
28 regular rate of pay when a rest break was missed, late, or interrupted.

1 24. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
2 should have known that Plaintiff and other aggrieved employees were entitled to payment of
3 wages for rest breaks during pay periods where Plaintiff and other aggrieved employees were
4 paid by only a piece rate basis. In violation of the Labor Code, Plaintiff and other aggrieved
5 employees did not receive payment of wages for rest breaks during pay periods where Plaintiff
6 and other aggrieved employees were paid only by a piece rate basis.

7 25. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
8 should have known that Plaintiff and other aggrieved employees were entitled to reimbursement
9 and/or indemnification for all necessary business expenditures or losses as a direct consequence
10 of the discharge of their duties, or of their obedience to the directions of Defendants. In violation
11 of the Labor Code and IWC Wage Orders, Plaintiff and other aggrieved employees incurred
12 necessary business expenses or losses, but were not reimbursed nor indemnified of such
13 expenses or losses that were incurred as a direct consequence of the discharge of their duties, or
14 of their obedience to the directions of Defendants, including but not limited to reimbursement for
15 use of personnel cell phones for business-related purposes.

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

1 statements failed to accurately identify, *inter alia*, the address of the legal entity that is the
2 employer, the total hours worked, the number of hours worked or pieces worked at each hourly
3 or piece rate, the gross wages earned, and the net wages earned.

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

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

12 29. Therefore, Plaintiff brings this lawsuit seeking monetary and injunctive relief
13 against Defendants on Plaintiff's own behalf and on behalf of all other aggrieved employees to
14 recover, among other things, unpaid wages (including minimum wages and overtime wages),
15 unpaid meal period premium payments, unpaid rest period premium payments, unreimbursed
16 business expenditures, interest, attorneys' fees, penalties, costs, and expenses.

17 **FIRST CAUSE OF ACTION**

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

19 30. Plaintiff hereby re-alleges and incorporates by reference the previous paragraphs
20 as though fully set forth herein.

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

27 32. For all provisions of the Labor Code except those for which a civil penalty is
28 specifically provided, Labor Code § 2699(f) imposes upon Defendants a penalty of one hundred

1 dollars (\$100.00) for each aggrieved employee per pay period for the initial violation and two
2 hundred dollars (\$200.00) for each aggrieved employee per pay period for each subsequent pay
3 period in which Defendants violated these provisions of the Labor Code.

4 33. Defendants' conduct violates numerous Wage Order and Labor Code sections,
5 including, but not limited to, the following:

- 6 a. violation of Labor Code §§ 201, 202, 203, 204, 210, 510, 1182.12, 1194,
7 1197, and 1198 for failure to timely pay all earned wages (including
8 minimum wage and overtime wages) owed to Plaintiff and other
9 aggrieved employees during employment and upon separation of
10 employment as herein alleged due to Defendants' policy and practice of
11 requiring Plaintiff and other aggrieved employees to work off-the-clock,
12 failing to pay wages using the appropriate regular rate of pay or the
13 required minimum wage, failing to pay overtime wages, failing to pay for
14 non-productive time, and/or failing to pay for all recorded time;
- 15 b. violation of Labor Code §§ 226.7 and 512 for failure to provide meal
16 periods to Plaintiff and other aggrieved employees and failure to pay
17 premium wages for missed meal periods as herein alleged due to late,
18 short, and/or interrupted meal periods;
- 19 c. violation of Labor Code § 226.7 for failure to permit rest breaks to
20 Plaintiff and other aggrieved employees and failure to pay premium
21 wages for missed rest periods as herein alleged due to Defendants'
22 practice of requiring or incentivizing Plaintiff and other aggrieved
23 employees to work through their rest periods, Defendants' practice of
24 discouraging Plaintiff and other aggrieved employees from taking rest
25 breaks, requiring Plaintiff and other aggrieved employees to remain on
26 call during rest breaks, and Defendants' failure to timely schedule rest
27 breaks to allow Plaintiff and other aggrieved employees to be relieved at
28 the appropriate intervals;

- d. violation of Labor Code § 226 for failure to provide accurate itemized wage statements to Plaintiff and other aggrieved employees as herein alleged due to, *inter alia*, Defendants' failure to accurately state the gross wages earned, the total hours worked, net wages earned, the address of the legal entity that is the employer, and all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate;
- e. violation of Labor Code § 226.2 for failure to pay wages for time spent in rest breaks when Plaintiff and other aggrieved employees were paid only by a piece rate basis as herein alleged;
- f. violation of Labor Code §§ 1174 and 1174.5 for failure to maintain accurate and complete records showing, among other things, the hours worked daily by and the wages paid to aggrieved employees due to Defendants' failure to pay all wages earned as herein alleged; and
- g. violation of Labor Code §§ 2800 and 2802 for failure to reimburse Plaintiff and other aggrieved employees for necessary business expenses as herein alleged due to, *inter alia*, Defendants' practice of requiring Plaintiff and other aggrieved employees to use their personal cell phones for business related purposes.

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

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

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

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

PRAYER FOR RELIEF

On Plaintiff's own behalf and on behalf of all others similarly situated, Plaintiff prays for relief and judgment against Defendants, jointly and severally, as follows:

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

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

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

Dated: August 7, 2023

AEGIS LAW FIRM, PC

By:

y: 
Jamie M. D.

Attorneys for Plaintiff Jason Wood