

Ruben Guerra, Esq. (SBN 291446)
 Tizoc Perez-Casillas, Esq. (SBN 309981)
GUERRA & CASILLAS LLP
 617 South Olive Street, Suite 915
 Los Angeles, California 90014
 Telephone: (213) 437-9495
 Facsimile: (213) 342-5503
 ruben@guerracasillas.com
 tizoc@guerracasillas.com

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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: M. Strano Deputy

Attorney for Plaintiffs LUIS FAJARDO, JOSE MENJIVAR, JOSE SABALLOS, TOMAS AGUILAR, and JOSE GARCIA, individually and on behalf of all others similarly situated.

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

LUIS FAJARDO, JOSE MENJIVAR, JOSE
 SABALLOS, TOMAS AGUILAR, and JOSE
 GARCIA, individually and on behalf of all
 others similarly situated,

Plaintiffs,

v.
 DEPENDABLE HIGHWAY EXPRESS, INC.,
 a California corporation; and DOES 1 through
 100, inclusive,

Defendants.

**FIRST AMENDED CLASS ACTION
 COMPLAINT:**

Case No. 25STCV34440

- 1. FOR FAILURE TO PAY ALL WAGES DUE (CAL. LABOR CODE §§200);**
- 2. FOR FAILURE TO PAY MINIMUM WAGES (CAL. LABOR CODE §§1771, 1774, AND 1194);**
- 3. FOR FAILURE TO PAY OVERTIME COMPENSATION (CAL. LABOR CODE §§510, 1194);**
- 4. FOR FAILURE TO AUTHORIZE AND PERMIT MEAL PERIODS (CAL. LABOR CODE §§226.7, 512, 516);**
- 5. FOR FAILURE TO AUTHORIZE AND PERMIT REST PERIODS (CAL. LABOR CODE §§226.7, 512, 516);**
- 6. FOR VIOLATIONS OF LABOR CODE §204;**
- 7. FOR FAILURE TO TIMELY FURNISH ACCURATE ITEMIZED WAGE STATEMENTS (CAL. LABOR CODE §§226, ET SEQ.);**
- 8. FOR WAITING TIME PENALTIES (LABOR CODE §203);**

- 9. FAILURE TO REIMBURSE FOR WORK-RELATED EXPENSES (LABOR CODE §2802);**
- 10. UNLAWFUL WAGE DEDUCTION (LABOR CODE §221);**
- 11. FAILURE TO PROVIDE PAID SICK LEAVE (LABOR CODE §§ 246 & 246.5);**
- 12. PRIVATE ATTORNEY GENERAL ACT (CAL. LABOR CODE §2699, ET SEQ);
AND**
- 13. UNFAIR COMPETITION (BUS. & PROF. CODE §17200 ET SEQ.);**

DEMAND OVER \$25,000

[DEMAND FOR JURY TRIAL]

Plaintiffs LUIS FAJARDO, JOSE MENJIVAR, JOSE SABALLOS, TOMAS AGUILAR, and JOSE GARCIA, on behalf of themselves, the State of California, and on behalf of all others similarly situated Class Members and/or Aggrieved Employees (hereinafter collectively referred to as “Plaintiffs”), hereby file this Complaint against Defendant DEPENDABLE HIGHWAY EXPRESS, INC., and DOES 1 to 100 (hereinafter collectively referred to as “Defendants”). Plaintiffs are informed and believe, and thereon allege as follows:

INTRODUCTION

1. This is a civil action seeking recovery for Defendants’ violations of the California Labor Code, California Business and Professions Code (“B&PC”), the applicable Wage Orders issued by the California Industrial Welfare Commission (hereinafter, the “IWC Wage Orders”) and related common law principles.

2. Plaintiffs' action seeks monetary damages and injunctive relief, including full restitution from Defendants as a result of Defendants' unlawful, fraudulent and/or unfair business practices.

3. Plaintiffs bring this action as a class action pursuant to Code of Civil Procedure § 382 and as a representative action pursuant to Labor Code § 2699.3(a)(2)(C) to seek civil penalties under the Private Attorneys' General Act, Labor Code §§ 2698, et seq. ("PAGA").

4. The acts complained of herein occurred, occur and will occur, at least in part, within the time period from four (4) years preceding the filing of the original Complaint herein, up to and through the time of trial for this matter . The applicable statute of limitations for each cause of action will be established according to proof, with the understanding that the PAGA claims are subject to a one-year statute of limitations from the date of the alleged violation.

RELEVANT JOB TITLES

5. For introductory and general information only (and not to be considered a proposed class definition), the relevant job titles held by the California citizens in this action are Defendants' commercial drivers, including but not limited to "Driver," "Truck Driver," and "Commercial Driver." Hereinafter, Driver includes any of Defendants' job positions with substantially similar titles and/or duties involving the operation of a commercial motor vehicle.

6. During the appropriate time period, Defendants' Drivers are and were paid by Defendants on an hourly basis.

7. The general obligations and responsibilities of Defendants' Drivers are governed by standardized company policies, practices, and procedures. Their core duties, including vehicle inspections, freight handling, and compliance with safety and logging regulations, are virtually identical across terminals, routes, and individual employees. Any minor differences in job activities between the different individuals in these positions were and are legally insignificant to the wage and hour issues presented in this action

SUMMARY OF CLAIMS

8. With regard to Defendants' Drivers, Defendants have engaged in, and continue to engage in, a uniform pattern and practice of violating California labor laws, including but not limited to the following:

- a. Failed to pay for all hours worked, including time spent on pre- and post-shift vehicle inspections, cleaning, and other required duties, resulting in the payment of wages below the state-mandated minimum wage for all hours worked;
- b. Failed to pay all state-mandated overtime wages by basing the "regular rate of pay" on an artificially low number of hours and by failing to include all hours worked in the overtime calculation;
- c. Unlawfully reduced employees' regular rate of pay without proper notice, applying the reduction retroactively to vested benefits;
- d. Illegally deducted wages from employees by paying out vested vacation time at a rate lower than that at which it was earned, in violation of Labor Code § 221;
- e. Unlawfully denied employees the use of accrued paid sick leave pursuant to a policy that prohibits its use unless an employee's total paid hours for the workweek would fall below forty (40), in violation of Labor Code §§ 246 and 246.5;
- f. Failed to fully reimburse employees for all necessary business-related expenses, including the use of personal cell phones, in violation of Labor Code § 2802;
- g. Failed to authorize, permit, or provide legally mandated meal periods, or failed to pay premiums in lieu thereof;
- h. Failed to authorize, permit, or provide legally mandated rest periods, or failed to pay premiums in lieu thereof;
- i. Failed to pay all wages when due, in violation of Labor Code § 204;
- j. Failed to timely furnish accurate, itemized wage statements that correctly reflect all hours worked, the correct rate of pay, and all wages earned;
- k. Failed to reimburse employees for all necessary work-related expenses incurred in the discharge of their duties;
- l. Willfully failed to pay all final wages due immediately upon termination, incurring waiting time penalties pursuant to Labor Code § 203;
- m. Incurred civil penalties for violating California wage and hour laws pursuant to Labor Code § 558;

- 1 n. Incurred penalties for violations of the Labor Code committed against Defendants'
2 employees, pursuant to the Private Attorneys General Act (Labor Code §§ 2698, et
3 seq.); and
4 o. Engaged in unlawful, unfair, and fraudulent business practices in violation
5 of California Business & Professions Code § 17200, et seq.

6 **THE PARTIES**

7 **PLAINTIFFS**

8 9. Plaintiffs are each over the age of eighteen (18) and are now and at all times mentioned in
9 this Complaint were citizens of the State of California.

10 10. LUIS FAJARDO began working for Defendants on or around August 19, 2013, and it still
11 employed. JOSE MENJIVAR began working for Defendants on or around September 20, 2009, and
12 JOSE SABALLOS began working for Defendants on or around August 4, 2013, and both remain
13 presently employed. TOMAS AGUILAR began working for Defendants on or around September 10,
14 2009, through on or about July 13, 2025. JOSE GARCIA began working for Defendants on or around
15 January 24, 2022 through on or about September 26, 2025.

16 11. Plaintiffs are current and former employees of Defendants whose employment periods are
17 listed below. They bring this action on behalf of themselves and all others similarly situated, and their
18 specific circumstances make them adequate representatives of the proposed Classes:

19 a) LUIS FAJARDO (employed from on or about August 19, 2013, to the present) is a
20 representative of the classes applicable to current employees, including but not limited to the Unpaid
21 Wage Class, Minimum Wage Class, Overtime Wage Class, Meal Period Class, Rest Period Class, LC
22 204 Class, LC 2802 Class, Wage Statement Class, Unlawful Deduction Class, Sick Leave Violation
23 Class, Vacation Pay Class, and the 17200 Class, and seeks, among other relief, injunctive relief to end
24 Defendants' unlawful practices.

25 b) JOSE MENJIVAR (employed from on or about September 20, 2009, to the present) is a
26 representative of the classes applicable to current employees, including but not limited to the Unpaid
27 Wage Class, Minimum Wage Class, Overtime Wage Class, Meal Period Class, Rest Period Class, LC
28

204 Class, LC 2802 Class, Wage Statement Class, Unlawful Deduction Class, Sick Leave Violation Class, and the 17200 Class.

c) JOSE SABALLOS (employed from on or about August 4, 2013, to the present) is a representative of the classes applicable to current employees, including but not limited to the Unpaid Wage Class, Minimum Wage Class, Overtime Wage Class, Meal Period Class, Rest Period Class, LC 204 Class, LC 2802 Class, Wage Statement Class, Unlawful Deduction Class, Sick Leave Violation Class, and the 17200 Class.

d) TOMAS AGUILAR (employed from on or about September 10, 2009, to on or about July 13, 2025) is a representative of the classes applicable to former employees, including but not limited to the Unpaid Wage Class, Minimum Wage Class, Overtime Wage Class, Unlawful Deduction Class, Sick Leave Violation Class, LC 203 Class, and the 17200 Class.

e) JOSE GARCIA (employed from on or about January 24, 2022, to on or about September 26, 2025) is a representative of the classes applicable to former employees, including but not limited to the Unpaid Wage Class, Minimum Wage Class, Overtime Wage Class, Unlawful Deduction Class, Sick Leave Violation Class, LC 203 Class, and the 17200 Class.

12. Plaintiffs worked during the relevant time period as Drivers and/or other similar title(s) within the past four years as a full-time, non-exempt employee, within the County of Los Angeles in the State of California.

13. Plaintiffs seek recovery herein from Defendants because with regard to Plaintiffs, while acting for Defendants in their capacity as Drivers, Defendants have:

- a. Failed to pay wages for all hours worked, including pre- and post-shift vehicle inspections and cleaning;
- b. Failed to pay state-mandated minimum wages for all hours worked;
- c. Failed to pay state-mandated overtime wages for all hours worked;
- d. Unlawfully reduced Plaintiffs' regular rate of pay;
- e. Illegally deducted wages by paying vested vacation at an unlawfully reduced rate, in violation of Labor Code § 221;

- f. Failed to provide or unlawfully denied the use of accrued paid sick leave in violation of Labor Code §§ 246 and 246.5;
- g. Failed to fully reimburse for necessary business expenses, including personal cell phone usage, in violation of Labor Code § 2802;
- h. Failed to authorize and permit legally requisite meal periods, or paid wages in lieu thereof;
- i. Failed to authorize and permit legally requisite rest periods, or paid wages in lieu thereof;
- j. Violated Labor Code § 204 by failing to pay all wages when due;
- k. Failed to timely furnish accurate itemized wage statements;
- l. Failed to reimburse for other work-related expenses;
- m. Violated Labor Code § 203 by willfully failing to pay all final wages due upon termination;
- n. Incurred penalties pursuant to Labor Code § 558;
- o. Incurred penalties pursuant to the Private Attorneys General Act (Labor Code §§ 2698, et seq.); and
- p. Conducted unfair business practices in violation of Business & Professions Code § 17200, et seq.

DEFENDANT DEPENDABLE HIGHWAY EXPRESS, INC.

14. Defendant Dependable Highway Express, Inc. is a California corporation that at all relevant times was authorized to do and was doing business within the State of California. DEFENDANT is in the business of transportation, warehousing, and logistics services. During the relevant period, DEFENDANT employed PLAINTIFFS and other members of the putative class as drivers. Their duties included, but were not limited to, the transportation of general freight and hazardous materials, as defined by state and federal law. DEFENDANT controlled PLAINTIFFS' work assignments, wages, and working conditions from its facility located at 2555 E. Olympic Blvd, Los Angeles, CA 90023.

DOES 1 – 100, INCLUSIVE

15. Plaintiffs do not know the true names or capacities, whether individual, partner or corporate, of DOES 1 to 100, inclusive and for that reason, DOES 1 to 100 are sued under such fictitious names pursuant to California Code of Civil Procedure (“CCP”) §474.

16. DOES 1 to 50, inclusive are now, and/or at all times mentioned in this Complaint were licensed to do business and/or actually doing business in California.

17. DOES 51 to 100, inclusive are now, and/or at all times mentioned in this Complaint were individuals who are California citizens actually doing business in the State of California, who caused Labor Code violations to occur at Defendants’ employ.

18. Each of the Defendants designated herein as a DOE is legally responsible for the unlawful acts alleged herein. Plaintiffs will seek leave of court to amend this Complaint to allege such names and capacities as soon as they are ascertained.

ALL DEFENDANTS

19. Defendants, and each of them, are now and/or at all times mentioned in this Complaint were in some manner legally responsible for the events, happenings and circumstances alleged in this Complaint.

20. Defendants, and each of them, proximately subjected Plaintiffs to the unlawful practices, wrongs, complaints, injuries and/or damages alleged in this Complaint.

21. Defendants, and each of them, are now and/or at all times mentioned in this Complaint were the agents, servants and/or employees of some or all other Defendants, and vice-versa, and in doing the things alleged in this Complaint, Defendants are now and/or at all times mentioned in this Complaint were acting within the course and scope of that agency, servitude and/or employment.

22. Defendants, and each of them, are now and/or at all times mentioned in this Complaint were members of and/or engaged in a joint venture, partnership and common enterprise, and were acting within the course and scope of, and in pursuance of said joint venture, partnership and common enterprise.

23. Defendants, and each of them, at all times mentioned in this Complaint concurred and contributed to the various acts and omissions of each and every one of the other Defendants in proximately causing the complaints, injuries and/or damages alleged in this Complaint.

24. Defendants, and each of them, at all times mentioned in this Complaint approved of, condoned and/or otherwise ratified each and every one of the acts and/or omissions alleged in this Complaint.

25. Defendants, and each of them, at all times mentioned in this Complaint aided and abetted the acts and omissions of each and every one of the other Defendants thereby proximately causing the damages alleged in this Complaint.

26. Plaintiffs are informed and believe, and based thereupon allege, that Defendants, and each of them, including those defendants named as DOES 1-100, acted in concert with one another to commit the wrongful acts alleged herein, and aided, abetted, incited, compelled and/or coerced one another in the wrongful acts alleged herein, and/or attempted to do so. Plaintiffs are further informed and believe, and based thereupon allege, that Defendants, and each of them, including those defendants named as DOES 1-100, and each of them, formed and executed a conspiracy or common plan pursuant to which they would commit the unlawful acts alleged herein, with all such acts alleged herein done as part of and pursuant to said conspiracy, intended to cause and actually causing Plaintiffs' harm.

27. Whenever and wherever reference is made in this complaint to any act or failure to act by a Defendant or co-Defendant, such allegations and references shall also be deemed to mean the acts and/or failures to act by each Defendant acting individually, jointly and severally.

ALTER EGO, AGENCY, INTEGRATED ENTERPRISE, SUCCESSOR AND JOINT
EMPLOYER

28. Under California law, the definition of the terms “to employ” are broadly construed \under the applicable IWC Wage Order(s) to have three alternative definitions, including: (1) to exercise control over the wages, hours or working conditions; (2) to suffer of permit to work; or (3) to engage, thereby creating a common law employment relationship. (See, *Martinez v. Combs*, 49 Cal.4th 35, 64 (2010).) One reason that the IWC defined “employer” in terms of exercising control was to reach situations in which multiple entities control different aspects of the employment relationship. Supervision of the work, in the specific sense of exercising control over how services are properly performed, is properly viewed as one of the “working conditions” mentioned in the wage order. (*Id.* at 76.) A joint employer relationship exists, for example, when one entity (such as a temporary employment agency) hires and pays a worker,

1 and the other entity supervises the work. (*Id.*) Moreover, the California Court of Appeal recently
2 broadened the test for joint employment in California, applying a less stringent standard to what
3 constitutes sufficient control by a business over its vendor’s employees’ wages and working conditions
4 to render that business liable as a joint employer. (See, *Medina v. Equilon Enterprises, LLC*, 68 Cal. App.
5 5th 868 (2021); “[i]f the putative joint employer instead exercises enough control over the intermediary
6 entity to *indirectly* dictate the wages, hours, or working conditions of the employee, that is a sufficient
7 showing of joint employment,” *Id.* at 875 [emphasis added].)

8 29. During PLAINTIFF’s employment by DEFENDANTS, PLAINTIFF and the Class Members
9 and the Aggrieved Employees were jointly employed by DEFENDANTS for purposes of the Wage Orders,
10 under the alternative definitions of “to employ” adopted by the California Supreme Court in *Martinez*, *supra*.
11 As discussed below, these DEFENDANTS (1) exercised control over wages, hours and working conditions
12 of PLAINTIFF, and Class Members, and Aggrieved Employees; (2) suffered or permitted PLAINTIFF and,
13 Class Members and Aggrieved Employees to work for them; and, (3) engaged PLAINTIFF, and Class
14 Members and Aggrieved Employees to work for them.

15 30. Plaintiffs are informed and believe, and based thereon allege, that there exists such a unity
16 of interest and ownership between Defendants and DOES 1-100 that the individuality and separateness
17 of defendants have ceased to exist.

18 31. Plaintiffs are informed and believe, and based thereon allege, that despite the formation of
19 purported corporate existence, Defendants and DOES 1-100 are, in reality, one and the same as
20 Defendants, including, but not limited to because:

21 a. Defendants are completely dominated and controlled by one another and DOES 1-
22 100, who personally committed the frauds and violated the laws as set forth in this complaint, and who
23 have hidden and currently hide behind Defendants to perpetrate frauds, circumvent statutes, or
24 accomplish some other wrongful or inequitable purpose.

25 b. Defendants and DOES 1-100 derive actual and significant monetary benefits by
26 and through one another’s unlawful conduct, and by using one another as the funding source for their
27 own personal expenditures.

1 c. Defendants and DOES 1-100, while really one and the same, were segregated to
2 appear as though separate and distinct for purposes of perpetrating a fraud, circumventing a statute, or
3 accomplishing some other wrongful or inequitable purpose.

4 d. Defendants do not comply with all requisite corporate formalities to maintain a
5 legal and separate corporate existence.

6 e. Defendants maintain the same principal office, located at 4353 E. Willow Street,
7 Long Beach, California 90815, and/or same California registered Agent for Service of Process

8 f. The business affairs of Defendants and DOES 1-100 are, and at all times relevant
9 were, so mixed and intermingled that the same cannot reasonably be segregated, and the same are in
10 inextricable confusion. Defendants are, and at all times relevant hereto were, used by one another and
11 DOES 1-100 as a mere shell and conduit for the conduct of certain of Defendants' affairs, and are, and
12 were, the alter ego of one another and DOES 1-100. The recognition of the separate existence of
13 Defendants would not promote justice, in that it would permit Defendants to insulate themselves from
14 liability to Plaintiffs for violations of the Government Code and other statutory violations. The corporate
15 existence of Defendants and DOES 1-100 should be disregarded in equity and for the ends of justice
16 because such disregard is necessary to avoid fraud and injustice to Plaintiffs herein.

17 32. Accordingly, Defendants constitute the alter ego of one another and DOES 1-100, and the
18 fiction of their separate corporate existence must be disregarded.

19 33. As a result of the aforementioned facts, Plaintiffs are informed and believe, and based
20 thereon allege that Defendants and DOES 1-100 are Plaintiffs' joint employers by virtue of a joint
21 enterprise, and that Plaintiffs were employees of Defendants and DOES 1-100. Plaintiffs performed
22 services for each and every one of Defendants, and to the mutual benefit of all Defendants, and all
23 Defendants shared control of Plaintiffs as employees, either directly or indirectly, and the manner in
24 which Defendants' business was and is conducted.

25 34. Alternatively, Plaintiffs are informed and believe and, based thereupon allege, that as and
26 between DOES 1-100, Defendants, or any of them, (1) there is an express or implied agreement of
27 assumption pursuant to which Defendants and/or DOES 1-100 agreed to be liable for the debts of the
28 other Defendants, (2) the transaction between Defendants and/or DOES 1-100 and the other Defendants

1 amounts to a consolidation or merger of the two corporations, (3) Defendants and/or DOES 1-100 are a
2 mere continuation of the other Defendants, or (4) the transfer of assets to Defendants and/or DOES 1-100
3 is for the fraudulent purpose of escaping liability for Defendants' debts. Accordingly, Defendants and/or
4 DOES 1-100 are the successors of one or more of the other Defendants, and are liable on that basis.

5 **JURISDICTION AND VENUE**

6 35. This Court is the proper court pursuant to CCP §295(a) and CCP §395.5, and this action
7 is properly filed in Los Angeles County, because Defendants' obligations and liability arise therein,
8 because Defendants maintain offices and transact business within Los Angeles County, and because the
9 work that is the subject of this action was performed by Plaintiffs in Los Angeles County. (*See also*
10 *Crestwood Behavioral Health, Inc. v. Superior Court* (2021) 60 Cal.App.5th 1069 (venue in a PAGA
11 action is proper in any county where the defendants committed Labor Code violations against some of its
12 employees).)

13 36. The California Superior Court has jurisdiction in this matter because both the individual
14 and aggregate monetary damages and restitution sought herein exceed the minimal jurisdictional limits
15 of the Superior Court and will be established at trial, according to proof.

16 37. The California Superior Court also has jurisdiction in this matter because during their
17 employment with Defendants, Plaintiffs, the members of the putative Classes herein, were California
18 citizens, and Defendants were and are a California corporation.

19 38. Further, there is no federal question at issue, as the issues herein are based solely on
20 California statutes and law.

21 **CLASS ACTION ALLEGATIONS**

22 39. CCP §382 provides in pertinent part: "... [W]hen the question is one of a common or
23 general interest, of many persons, or when the parties are numerous, and it is impracticable to bring them
24 all before the court, one or more may sue or defend for the benefit of all." Plaintiffs bring this suit as a
25 class action pursuant to CCP §382.

26 40. The putative Classes that Plaintiffs (hereinafter "Class Members") will seek to certify are
27 currently composed of Drivers (as defined *supra*) and other non-exempt employees who have worked for
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1 Defendants in California in the four years prior to the filing of the original complaint herein and through
2 trial. The Classes are defined as follows:

3 a. All California citizens employed by Defendants as Drivers (as defined *supra*) and
4 other non-exempt employees during the appropriate time period who were subjected to Defendants'
5 policies and practices regarding the payment of all hours worked, including but not limited to pre- and
6 post-shift duties (hereinafter, the "Unpaid Wage Class");

7 b. All California citizens employed by Defendants as Drivers (as defined *supra*) and
8 other non-exempt employees during the appropriate time period who were subjected to Defendants'
9 policies and practices regarding the payment of minimum wages as specifically described herein
10 (hereinafter, the "Minimum Wage Class");

11 c. All California citizens employed by Defendants as Drivers (as defined *supra*) and
12 other non-exempt employees during the appropriate time period who were subjected to Defendants'
13 policies and practices regarding the payment of overtime wages as specifically described herein
14 (hereinafter, the "Overtime Wage Class");

15 d. All California citizens employed by Defendants as Drivers (as defined *supra*) and
16 other non-exempt employees during the appropriate time period who were subjected to Defendants'
17 unlawful reduction of their regular rate of pay (hereinafter, the "Unlawful Wage Reduction Class");

18 e. All California citizens employed by Defendants as Drivers (as defined *supra*) and
19 other non-exempt employees during the appropriate time period who were subjected to Defendants'
20 policies and practices regarding meal periods as specifically described herein (hereinafter, the "Meal
21 Period Class");

22 f. All California citizens employed by Defendants as Drivers (as defined *supra*) and
23 other non-exempt employees during the appropriate time period who were subjected to Defendants'
24 policies and practices regarding rest periods as specifically described herein (hereinafter, the "Rest Period
25 Class");

26 g. All California citizens employed by Defendants as Drivers (as defined *supra*) and
27 other non-exempt employees during the appropriate time period who were subjected to Defendants'
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1 policies and practices regarding the timely payment of wages as specifically described herein (hereinafter,
2 the “LC 204 Class”);

3 h. All California citizens employed by Defendants as Drivers (as defined *supra*) and
4 other non-exempt employees during the appropriate time period who were subjected to Defendants’
5 policies and practices regarding the reimbursement of necessary business expenses, including personal
6 cell phone usage, as specifically described herein (hereinafter, the “LC 2802 Class”);

7 i. All California citizens employed by Defendants as Drivers (as defined *supra*) and
8 other non-exempt employees during the appropriate time period who were subjected to Defendants’
9 policies and practices regarding itemized wage statements as specifically described herein (hereinafter,
10 the “Wage Statement Class”);

11 j. All California citizens employed by Defendants as Drivers (as defined *supra*) and
12 other non-exempt employees during the appropriate time period who were subjected to Defendants’
13 policies and practices regarding the payment of vested vacation at an unlawfully reduced rate (hereinafter,
14 the “Unlawful Deduction Class”);

15 k. All California citizens employed by Defendants as Drivers (as defined *supra*) and
16 other non-exempt employees during the appropriate time period who were subjected to Defendants’
17 policies and practices regarding the unlawful denial of the use of accrued paid sick leave (hereinafter, the
18 “Sick Leave Violation Class”);

19 l. All formerly-employed California citizens employed by Defendants as Drivers (as
20 defined *supra*) and other non-exempt employees during the appropriate time period who were subjected
21 to Defendants’ policies and practices regarding Labor Code §203 and the payment of all final wages
22 (hereinafter, the “LC 203 Class”);

23 m. All California citizens employed by Defendants as Drivers (as defined *supra*) and
24 other non-exempt employees during the appropriate time period regarding whom Defendants have
25 engaged in unlawful, unfair and/or fraudulent business acts or practices prohibited by B&PC § 17200, et
26 seq., as specifically described herein (hereinafter, the “17200 Class”).
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1 41. For purposes of the Private Attorneys General Act cause of action alleged herein,
2 "Aggrieved Employees" means all current and former non-exempt employees employed by Defendants
3 in California during the PAGA Period (as defined below).

4 42. The "PAGA Period" means the time period commencing one year prior to the date the
5 original PAGA notice was sent to the Labor and Workforce Development Agency through the date of
6 trial, or such longer period as permitted by law.

7 43. The Unpaid Wage Class, Minimum Wage Class, Overtime Wage Class, Unlawful Wage
8 Reduction Class, Meal Period Class, Rest Period Class, LC 204 Class, Wage Statement Class, LC 2802
9 Class, Unlawful Deduction Class, Sick Leave Violation Class, LC 203 Class, and 17200 Class are herein
10 collectively referred to as the "Classes."

11 44. Throughout discovery in this litigation, Plaintiffs may find it appropriate and/or necessary
12 to amend the definition of the Classes. Plaintiffs will formally define and designate a class definition at
13 such time when Plaintiffs seek to certify the Classes alleged herein.

14 45. Numerosity (CCP §382):

15 a. The potential quantity of members of the Classes as defined is so numerous that
16 joinder of all members is unfeasible and impractical;

17 b. The disposition of the claims of the members of the Classes through this class
18 action will benefit both the parties and this Court;

19 c. The quantity of members of the Classes is unknown to Plaintiffs at this time;
20 however, it is estimated that the membership of the Classes numbers greater than 75 individuals; and

21 d. The quantity and identity of such membership is readily ascertainable via
22 inspection of Defendants' payroll, timekeeping, and personnel records.

23 46. Superiority (CCP §382): The nature of this action and the nature of the laws available to
24 Plaintiffs make the use of the class action format particularly efficient and the appropriate procedure to
25 afford relief to Plaintiffs for the wrongs alleged herein, as follows:

26 a. California has a public policy which encourages the use of the class action device;

27 b. By establishing a technique whereby the claims of many individuals can be
28 resolved at the same time, the class suit both eliminates the possibility of repetitious litigation and

1 provides small claimants with a method of obtaining redress for claims which would otherwise be too
2 small to warrant individual litigation;

3 c. This case involves large corporate Defendants and a large number of individual
4 Class members with many relatively small claims and common issues of law and fact arising from
5 uniform corporate policies and practices;

6 d. If each individual member of the Classes were required to file an individual
7 lawsuit, the large corporate Defendants would necessarily gain an unconscionable advantage because
8 Defendants would be able to exploit and overwhelm the limited resources of each individual member of
9 the Classes with Defendants' vastly superior financial and legal resources;

10 e. Requiring each individual member of the Classes to pursue an individual remedy
11 would also discourage the assertion of lawful claims by the members of the Classes who would be
12 disinclined to pursue an action against Defendants because of an appreciable and justifiable fear of
13 retaliation and permanent damage to their lives, careers and well-being;

14 f. Proof of a common business practice or factual pattern, of which the members of
15 the Classes experienced, is representative of the Classes herein and will establish the right of each of the
16 members of the Classes to recover on the causes of action alleged herein;

17 g. Absent class treatment, the prosecution of separate actions by the individual
18 members of the Classes, even if possible, would likely create:

- 19 i) a substantial risk of each individual plaintiff presenting in separate,
20 duplicative proceedings the same or essentially similar arguments and
21 evidence, including expert testimony;
- 22 ii) a multiplicity of trials conducted at enormous expense to both the judicial
23 system and the litigants;
- 24 iii) inconsistent or varying verdicts or adjudications with respect to the
25 individual members of the Classes against Defendants;
- 26 iv) potentially incompatible standards of conduct for Defendants; and
- 27 v) potentially incompatible legal determinations with respect to individual
28 members of the Classes which would, as a practical matter, be dispositive

1 of the interest of the other members of the Classes who are not parties to
2 the adjudications or which would substantially impair or impede the ability
3 of the members of the Classes to protect their interests.

4 h. The claims of the individual members of the Classes are not sufficiently large to
5 warrant vigorous individual prosecution considering all of the concomitant costs and expenses attendant
6 thereto;

7 i. Courts seeking to preserve efficiency and other benefits of class actions routinely
8 fashion methods to manage any individual questions; and

9 j. The Supreme Court of California urges trial courts, which have an obligation to
10 consider the use of innovative procedural tools to certify a manageable class, to be procedurally
11 innovative in managing class actions.

12 47. Well-defined Community of Interest: Plaintiffs also meet the established standards for
13 class certification (see, e.g. *Lockheed Martin Corp. v. Superior Court* (2003) 29 Cal.4th 1096), as follows:

14 a. Typicality: The claims of the named Plaintiffs are typical of the claims of all
15 members of the Classes they seek to represent because they has been subject to all the violations described
16 herein, as have all members of the Classes sustained injuries and damages arising out of Defendants'
17 common course of conduct in violation of law and the injuries and damages of all members of the Classes
18 were caused by Defendants' wrongful conduct in violation of law, as alleged herein.

19 b. Adequacy: the named Plaintiffs:

- 20 i) Are adequate representatives of the Classes the seeks to represent;
21 ii) will fairly protect the interests of the members of the Classes;
22 iii) have no interests antagonistic to the members of the of the Classes; and
23 iv) will vigorously pursue this suit via attorneys who are competent, skilled
24 and experienced in litigating matters of this type.

25 c. Predominant Common Questions of Law or Fact: There are common questions of
26 law and/or fact as to the members of the Classes which predominate over questions affecting only
27 individual members of the Classes, including, without limitation:
28

- 1 i) Whether Defendants paid the legal and appropriate straight time pay,
2 minimum wage pay, and/or overtime pay for all work hours, including pre-
3 and post-shift vehicle inspections and cleaning, to the members of the
4 Unpaid Wage Class;
- 5 ii) Whether Defendants paid the required minimum wages to the members of
6 the Minimum Wage Class;
- 7 iii) Whether Defendants paid the appropriate overtime wages to the members
8 of the Overtime Wage Class;
- 9 iv) Whether Defendants unlawfully reduced the regular rate of pay for
10 members of the Unlawful Wage Reduction Class;
- 11 v) Whether Defendants failed and continue to fail to authorize and permit
12 legally-requisite meal periods to the members of the Meal Period Class in
13 violation of the Labor Code and Section 11 of the IWC Wage Order No. 9;
- 14 vi) Whether Defendants failed and continue to fail to authorize and permit
15 legally-requisite rest periods to the members of the Rest Period Class in
16 violation of the Labor Code and Section 12 of the IWC Wage Order No. 9;
- 17 vii) Whether Defendants are liable pursuant to Labor Code §204 to the
18 members of the LC 204 Class;
- 19 viii) Whether Defendants failed to fully reimburse necessary business expenses,
20 including for personal cell phone usage, for members of the LC 2802 Class;
- 21 ix) Whether Defendants illegally deducted wages by paying vested vacation at
22 a rate lower than that at which it was earned, in violation of Labor Code §
23 221;
- 24 x) Whether Defendants illegally deducted wages by paying vested vacation at
25 a rate lower than that at which it was earned, in violation of Labor Code §
26 221;
- 27
28

- 1 xi) Whether Defendants unlawfully denied members of the Sick Leave
2 Violation Class the right to use accrued paid sick leave pursuant to their
3 unlawful policy, in violation of Labor Code §§ 246 and 246.5;
4 xii) Whether Defendants failed to timely furnish accurate, itemized and legal
5 wage statements to the members of the Wage Statement Class;
6 xiii) Whether Defendants are liable pursuant to Labor Code §203 to the
7 members of the LC 203 Class;
8 xiv) Whether the members of the Classes are entitled to penalties pursuant to
9 Labor Code §§2698, et seq;
10 xv) Whether Defendants' conduct constitutes unfair, illegal, or fraudulent
11 competition within the meaning of B&PC §17200, et seq.;;
12 xvi) Whether the members of the Classes are entitled to compensatory damages,
13 and if so, the means of measuring such damages;
14 xvii) Whether the members of the Classes are entitled to injunctive relief;
15 xviii) Whether the members of the Classes are entitled to restitution; and
16 xix) Whether Defendants are liable for attorneys' fees and costs.

17 48. Whether each member of the Classes might be required to ultimately justify an individual
18 claim does not preclude maintenance of a class action (see, e.g. *Collins v. Rocha* (1972) 7 Ca1.3d 232,
19 238).

20 **FACTUAL ALLEGATIONS**

21 49. During the four-year period preceding filing of this complaint, PLAINTIFFS, and each of the
22 Class Members, were employed by DEFENDANTS in the State of California as non-exempt commercial
23 drivers. During the PAGA Period (defined below) PLAINTIFFS and the Aggrieved Employees (defined
24 below) were employed by DEFENDANTS in the State of California as non-exempt commercial drivers. At
25 all times referenced herein, DEFENDANTS exercised control over PLAINTIFFS, Class Members, and
26 Aggrieved Employees and suffered and/or permitted them to work.
27
28

1 50. Based on information and belief, DEFENDANTS unlawfully and unilaterally reduced the
2 regular hourly rate of pay for PLAINTIFFS and all similarly situated drivers without sufficient notice,
3 applying this reduced rate prospectively to hours worked.

4 51. Pursuant to this unlawful wage reduction, DEFENDANTS subsequently paid out vested
5 vacation time to employees at the new, lower rate of pay, rather than at the higher rate in effect when the
6 vacation time was actually accrued and earned, effecting an illegal deduction from wages in violation of
7 Labor Code § 221.

8 52. Based on information and belief, DEFENDANTS maintained a policy and practice of
9 failing to pay drivers for all hours worked. This includes, but is not limited to, time spent on pre-shift and
10 post-shift duties that were under DEFENDANTS' control, such as performing required vehicle
11 inspections, cleaning and refueling trucks, and completing mandatory paperwork and electronic logs.
12 This off-the-clock work resulted in the failure to pay all minimum and overtime wages due.

13 53. Furthermore, DEFENDANTS maintained an unlawful policy regarding paid sick leave.
14 Specifically, DEFENDANTS failed to provide or permit the use of accrued sick leave for hours an
15 employee was scheduled to work but did not work due to illness, unless the employee's total paid hours
16 for the workweek fell below forty (40). This policy systematically denied employees the use of their sick
17 leave for scheduled shifts and violated Labor Code §§ 246 and 246.5.

18 54. Additionally, DEFENDANTS required PLAINTIFFS and Aggrieved Employees to use
19 their personal cell phones for work-related purposes, including communication with dispatchers and
20 management. While DEFENDANTS implemented a policy to reimburse a flat, low monthly amount for
21 this use, this amount was not reasonably calculated to cover the actual costs incurred by the employees,
22 constituting a failure to provide full reimbursement for necessary business expenditures in violation of
23 Labor Code § 2802.

FIRST CAUSE OF ACTION
FOR FAILURE TO ALL WAGES DUE
(ON BEHALF OF THE UNPAID WAGE CLASS)
(AGAINST ALL DEFENDANTS)

55. Plaintiffs re-allege and incorporate by reference each of the foregoing paragraphs as though set forth in full herein.

56. Labor Code § 200 et seq. requires employers to pay employees all wages earned for all hours worked.

57. Labor Code §§ 1194(a) states in pertinent part: “Notwithstanding any agreement to work for a lesser wage, any employee receiving less than the legal minimum wage ... is entitled to recover in a civil action the unpaid balance of the full amount of this minimum wage ..., including interest thereon, reasonable attorney’s fees, and costs of suit.”

58. Labor Code §§ 1194.2(a) states in pertinent part: “In any action under ... 1194 or 1197.1 to recover wages because of the payment of a wage less than the minimum wage fixed by an order of the commission or by statute, an employee shall be entitled to recover liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon.”

59. Labor Code § 1197 states: “The minimum wage for employees fixed by the commission or by any applicable state or local law, is the minimum wage to be paid to employees, and the payment of a lower wage than the minimum so fixed is unlawful.”

60. Defendants, as a pattern and practice in uniform administration of corporate policy with regard to the members of the Unpaid Wage Class, required the members of the Unpaid Wage Class to perform labor without compensation, including but not limited to pre-shift and post-shift vehicle inspections, cleaning, refueling, and completing mandatory paperwork and electronic logs.

61. As such, Defendants required the members of the Unpaid Wage Class to remain under Defendants’ control without paying therefore, which resulted in the members of the Unpaid Wage Class earning less than the legally required minimum wage and/or overtime wage in the State of California.

1 62. Defendants' pattern and practice in uniform administration of corporate policy regarding
2 Defendants' failure to pay the legal minimum wage to the members of the Unpaid Wage Class as
3 described herein is unlawful and creates entitlement, pursuant to Labor Code § 1194(a), to recovery by
4 the members of the Minimum Wage Class, in a civil action, for the unpaid balance of the full amount of
5 the unpaid minimum wages owed, calculated as the difference between the applicable minimum wage
6 and the straight time compensation, including interest thereon.

7 63. Pursuant to Labor Code § 1194.2(a), the members of the Minimum Wage Class seek
8 recovery of liquidated damages in an amount equal to the wages unlawful unpaid and interest thereon.

9 64. Pursuant to Labor Code § 218.6, Labor Code § 1194(a), and Civil Code § 3287, the
10 members of the Minimum Wage Class seek recovery of pre-judgment interest on all amounts recovered
11 herein.

12 65. Pursuant Labor Code § 218.5 and/or Labor Code § 1194(a), the members of the Minimum
13 Wage Class request that the Court award reasonable attorneys' fees and costs incurred by them in this
14 action

15
16 **SECOND CAUSE OF ACTION**
17 **FOR FAILURE TO PAY MINIMUM WAGES**
18 **(ON BEHALF OF THE MINIMUM WAGE CLASS)**
19 **(AGAINST ALL DEFENDANTS)**

20 66. Plaintiffs re-allege and incorporate by reference each of the foregoing paragraphs as
21 though set forth in full herein.

22 67. Labor Code §§ 1194(a) states in pertinent part: "Notwithstanding any agreement to work
23 for a lesser wage, any employee receiving less than the legal minimum wage ... is entitled to recover in a
24 civil action the unpaid balance of the full amount of this minimum wage ..., including interest thereon,
25 reasonable attorney's fees, and costs of suit."

26 68. Labor Code §§ 1194.2(a) states in pertinent part: "In any action under ... 1194 or 1197.1
27 to recover wages because of the payment of a wage less than the minimum wage fixed by an order of the
28

1 commission or by statute, an employee shall be entitled to recover liquidated damages in an amount equal
2 to the wages unlawfully unpaid and interest thereon.”

3 69. Labor Code § 1197 states: “The minimum wage for employees fixed by the commission
4 or by any applicable state or local law, is the minimum wage to be paid to employees, and the payment
5 of a lower wage than the minimum so fixed is unlawful.”

6 70. Defendants, as a matter of established company policy and procedure, at each and every
7 one of the individual facilities owned and/or operated by Defendants, consistently:

- 8 a. Administered a uniform company policy and practice as to the pay policies regarding
9 the members of the of the Minimum Wage Class;
- 10 b. Failed to pay for all hours worked due to its policy and practice of not compensating
11 for pre-shift and post-shift duties, including vehicle inspections and cleaning; and
- 12 c. As such, required the members of the Minimum Wage Class to work without paying
13 at least the minimum wage for all the time they were under Defendants’ control.

14 71. As such, Defendants required members of the Minimum Wage Class to remain under
15 Defendants’ control without paying therefore, which resulted in the members of the Minimum Wage
16 Class earning less than the legal minimum wage pursuant to statute under California law.

17 72. Defendants’ pattern and practice in uniform administration of corporate policy regarding
18 Defendants’ failure to pay the legal minimum wage to the members of the Minimum Wage Class as
19 described herein is unlawful and creates entitlement, pursuant to Labor Code § 1194(a), to recovery by
20 the members of the Minimum Wage Class, in a civil action, for the unpaid balance of the full amount of
21 the unpaid minimum wages owed, calculated as the difference between the applicable minimum wage
22 and the straight time compensation, including interest thereon.

23 73. Pursuant to Labor Code § 1194.2(a), the members of the Minimum Wage Class seek
24 recovery of liquidated damages in an amount equal to the wages unlawful unpaid and interest thereon.

25 74. Pursuant to Labor Code § 218.6, Labor Code § 1194(a), and Civil Code § 3287, the
26 members of the Minimum Wage Class seek recovery of pre-judgment interest on all amounts recovered
27 herein.
28

1 75. Pursuant Labor Code § 218.5 and/or Labor Code § 1194(a), the members of the Minimum
2 Wage Class request that the Court award reasonable attorneys' fees and costs incurred by them in this
3 action.

4
5 **THIRD CAUSE OF ACTION**
6 **FOR FAILURE TO PAY OVERTIME COMPENSATION**
7 **(ON BEHALF OF THE OVERTIME WAGE CLASS)**
8 **(AGAINST ALL DEFENDANTS)**

9 76. Plaintiffs re-allege and incorporate by reference each of the foregoing paragraphs as
10 though set forth in full herein.

11 77. Labor Code §510 requires employers to pay their non-exempt employees one and one-half
12 times their regular hourly rate (overtime) for time worked in excess of eight hours in a single day, or 40
13 hours per week, and double their regular hourly rate (double-time) for all hours worked in excess of 12
14 hours in a single day. It also requires employers to pay their non-exempt employees overtime
15 compensation for the first eight hours of work done on the seventh consecutive day of work done in any
16 work week, and double-time compensation for any work done beyond the first eight hours on the seventh
17 consecutive day of work.

18 78. At all relevant times, Defendants failed and refused to pay Plaintiff and the Overtime
19 Wage Class all the overtime compensation required by Labor Code §510, 8 Code of Regulations §11090,
20 and Industrial Welfare Commission Order No. 9-2001.

21 79. Defendants, as a matter of established company policy and procedure, at each and every
22 one of the individual facilities owned and/or operated by Defendants, consistently:

23 a. Administered a uniform company policy and practice as to the pay policies
24 regarding the members of the Overtime Wage Class;

25 b. Failed to pay for all hours due to Defendants' policy and practice of not
26 compensating for pre-shift and post-shift work, which resulted in the under-calculation of the "regular
27 rate of pay" and the non-payment of overtime premiums on all hours worked; and
28

1 c. As a result, failed to pay the members of the Overtime Wage Class all overtime
2 premiums due.

3 80. Defendants' pattern and practice in uniform administration of corporate policy regarding
4 Defendants' failure to pay the legal overtime wage to the members of the Overtime Wage Class as
5 described herein is unlawful and creates entitlement, pursuant to Labor Code §510, to recovery by the
6 members of the Overtime Wage Class, in a civil action, for the unpaid balance of the full amount of the
7 unpaid overtime wages owed, calculated as the difference between the requisite overtime rate minus the
8 regular hourly rate of compensation, including interest thereon.

9 81. Pursuant to Labor Code §§218.6, 510, 1194; and Civil Code §3287, the member of the
10 Overtime Wage Class seek recovery of pre-judgment interest on all amounts recovered herein.

11 82. Pursuant to Labor Code §218.5 and/or Labor Code §1194, the members of the Overtime
12 Wage Class request that the Court award reasonable attorneys' fees and costs incurred by them in this
13 action.

14
15 **FOURTH CAUSE OF ACTION**
16 **FOR FAILURE TO AUTHORIZE AND PERMIT MEAL PERIODS**
17 **(ON BEHALF OF THE MEAL PERIOD CLASS)**
18 **(AGAINST ALL DEFENDANTS)**

19 83. Plaintiffs re-allege and incorporate by reference each of the foregoing paragraphs as
20 though set forth in full herein.

21 84. Labor Code § 226.7(b) provides that "An employer shall not require an employee to work
22 during a meal or res or recovery period mandated pursuant to an applicable statute, or applicable
23 regulation, standard or order of the Industrial Welfare Commission, the Occupational Safety and Health
24 Standards Board, or the Division of Occupational Safety and Health."

25 85. Labor Code § 512 provides that "An employer shall not employ an employee for a work
26 period of more than five hours per day without providing the employee with a meal period of not less
27 than 30 minutes, except that if the total work period per day of the employee is no more than six hours,
28 the meal period may be waived by mutual consent of both the employer and employee. An employer shall

1 not employ an employee for a work period of more than 10 hours per day without providing the employee
2 with a second meal period of not less than 30 minutes, except that if the total hours worked is no more
3 than 12 hours, the second meal period may be waived by mutual consent of the employer and the
4 employee only if the first meal period was not waived.”

5 86. Labor Code § 516 provides that the Industrial Welfare Commission “may adopt or amend
6 working condition orders with respect to break periods, meal periods, and days of rest for any workers in
7 California consistent with the health and welfare of those workers.”

8 87. Section 11 of IWC Wage Order No. 9-2001 states “No employer shall employ any person
9 for a work period of more than five (5) hours without a meal period of not less than 30 minutes...An
10 employer may not employ an employee for a work period of more than ten (10) hours per day without
11 providing the employee with a second meal period of not less than 30 minutes, except that if the total
12 hours worked is no more than 12 hours, the second meal period may be waived by mutual consent of the
13 employer and the employee only if the first meal period was not waived.”

14 88. Section 11(D) of IWC Wage Order No. 9 states “If an employer fails to provide an
15 employee a meal period in accordance with the applicable provisions of this order, the employer shall
16 pay the employee one (1) hour of pay at the employee’s regular rate of compensation for each workday
17 that the meal period is not provided.”

18 89. On one or more occasions, the members of the Meal Period Class worked over five (5)
19 hours per shift and therefore were entitled to a meal period of not less than thirty (30) minutes prior to
20 exceeding five (5) hours of employment.

21 90. Based on information and belief, DEFENDANTS failed to provide legally compliant,
22 duty-free meal periods to drivers, who were frequently interrupted by work-related dispatches,
23 communications, and other duties during their breaks.

24 91. The members of the Meal Period Class did not validly or legally waive their meal periods,
25 by mutual consent with Defendants or otherwise.

26 92. The members of the Meal Period Class did not enter into any written agreement agreeing
27 to an on-the-job meal period.
28

1 93. As a matter of Defendants’ established company policy, Defendants failed to always
2 comply with the meal period requirements established by Labor Code § 226.7, Labor Code § 512, Labor
3 Code § 516 and Section 11 of IWC Wage Order No. 9 by failing to always provide the members of the
4 Meal Period Class with a first and in some cases a second legally compliant meal period.

5 94. Pursuant to Section 11(B) of IWC Wage Order No. 9 and Labor Code § 226.7(c) which
6 states that “If an employer fails to provide an employee a meal period in accordance with the applicable
7 provisions of this order, the employer shall pay the employee one (1) hour of pay at the employee’s
8 regular rate of compensation for each workday that the meal period is not provided.” The members of
9 the Meal Period Class are thus entitled to damages in an amount equal to one (1) additional hour of pay
10 at each employee’s regular rate of compensation for each work day that the meal period was not provided,
11 in a sum to be proven at trial.

12 95. Pursuant to Labor Code 218.6 and Civil Code § 3287, members of the Meal Period Class
13 seek recover of prejudgment interest on all amounts recovered herein.

14
15 **FIFTH CAUSE OF ACTION**
16 **FOR FAILURE TO AUTHORIZE AND PERMIT REST PERIODS**
17 **(ON BEHALF OF THE REST PERIOD CLASS)**
18 **(AGAINST ALL DEFENDANTS)**

19 96. Plaintiffs re-allege and incorporate by reference each of the foregoing paragraphs as
20 though set forth in full herein.

21 97. Labor Code §226.7 requires an employer to provide every employee with an uninterrupted
22 rest period of not less than 10 minutes, for every period worked of four hours, or substantial portion
23 thereof, and further prohibits an employer from requiring “an employee to work during a meal or rest or
24 recovery period mandated pursuant to an applicable statute, or applicable regulation, standard, or order
25 of the Industrial Welfare Commission, the Occupational Safety and Health Standards Board, or the
26 Division of Occupational Safety and Health.”
27
28

1 98. Labor Code §516 provides that the Industrial Welfare Commission “may adopt or amend
2 working condition orders with respect to break periods, meal periods, and days of rest for any workers in
3 California consistent with the health and welfare of those workers.”

4 99. Section 12(A) of IWC Wage Order No. 9 states: “Every employer shall authorize and
5 permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work
6 period. The authorized rest period time shall be based on the total hours worked daily at a the rate of ten
7 (10) minutes net rest time per four (4) hours or major fraction thereof. However, a rest period need not
8 be authorized for employees whose total daily work time is less than three and one-half (3 ½) hours.
9 Authorized rest period time shall be counted as hours worked for which there shall be no deduction from
10 wages.”

11 100. Section 12(B) of the IWC Wage Order(s) states: “If an employer fails to provide an
12 employee a rest period in accordance with the applicable provisions of this order, the employer shall pay
13 the employee one (1) hour of pay at the employee’s regular rate of compensation for each workday that
14 the rest period is not provided.”

15 101. The members of the Rest Period Class sometimes worked over 4 hours per shift. Further,
16 the members of the Rest Period Class sometimes worked over 6 hours per shift.

17 102. The members of the Rest Period Class were entitled to a rest period of not less than 10
18 minutes prior to exceeding 4 hours of employment.

19 103. As a matter of Defendants’ established company policy, Defendants failed to always
20 authorize and permit all required rest periods established by Labor Code §226.7 and Labor Code §516
21 and Section 12 of the IWC Wage Order(s). (*Augustus v. ABM Security Services, Inc.*, (2016) 5 Cal.5th
22 257.)

23 104. Pursuant to Section 12 of the IWC Wage Order(s) and Labor Code §226.7(b) which states
24 “if an employer fails to provide an employee a meal or rest period in accordance with an applicable order
25 of the Industrial Welfare Commission, the employer shall pay the employee one additional hour of pay
26 at the employee’s regular rate of compensation for each work day that the rest period is not provided,”
27 the members of the Rest Period Class are entitled to damages in an amount equal to 1 additional hour of
28

1 pay at each employee's regular rate of compensation for each work day that the rest period was not
2 provided.

3 105. Pursuant to Labor Code §218.6 and Civil Code § 3287, the members of the Rest Period
4 Class seek recovery for prejudgment interest on all amounts recovered herein.

5
6 **SIXTH CAUSE OF ACTION**
7 **FOR VIOLATIONS OF LABOR CODE §204**
8 **(ON BEHALF OF THE LC 204 CLASS)**
9 **(AGAINST ALL DEFENDANTS)**

10 106. Plaintiffs re-allege and incorporate by reference each of the foregoing paragraphs as
11 though set forth in full herein.

12 107. Labor Code §204(a) provides in pertinent part that "All wages, other than those mentioned
13 in (Labor Code) Section 201, 201.3, 202, 204.1, or 204.2, earned by any person in an employment are
14 due and payable twice during each calendar month, on days designated in advance by the employer as
15 the regular paydays. Labor performed between the 1st and 15th days, inclusive, of any calendar month
16 shall be paid for between the 16th and the 26th day of the month during which the labor was performed,
17 and labor performed between the 16th and the last day, inclusive, of any calendar month, shall be paid
18 for between the 1st and 10th day of the following month." (See also, *Peabody v. Time Warner Cable. Inc.*,
19 (2014) 59 Cal.4th 662, 669.)

20 108. Defendants failed to pay the members of the LC 204 Class all wages due, including wages
21 for all hours worked and meal/rest period premiums, in a timely manner as required by law.

22 109. The members of the LC 204 Class are not executive, administrative or professional
23 employees, and as such, for purposes of this cause of action, are not covered by the Fair Labor Standards
24 Act.

25 110. Regarding Labor Code §204(c), the members of the LC 204 Class were not covered by a
26 collective bargaining agreement that provides different pay arrangements than thus set-forth in Labor
27 Code §204.

1 111. Regarding Labor Code §204(d), the members of the LC 204 Class were not paid requisite
2 wages not more than seven calendar days following the close of the payroll period.

3 112. Defendants had a consistent and uniform policy, practice and procedure of failing to
4 comply with Labor Code §§204 with regard to the members of the LC 204 Class by failing to pay all
5 wages earned during the designated pay period.

6 113. Thus, the members of the LC 204 Class are entitled to recovery pursuant to Labor Code
7 §§204 and/or 210.

8
9
10 **SEVENTH CAUSE OF ACTION**
11 **FOR FAILURE TO TIMELY FURNISH ACCURATE ITEMIZED WAGE STATEMENTS**
12 **(ON BEHALF OF THE WAGE STATEMENT CLASS)**
13 **(AGAINST ALL DEFENDANTS)**

14 114. Plaintiffs re-allege and incorporate by reference each of the foregoing paragraphs as
15 though set forth in full herein.

16 115. Labor Code §226(a) states in pertinent part: “Every employer shall, semimonthly or at the
17 time of each payment of wages, furnish each of his or her employees, either as a detachable part of the
18 check, draft, or voucher paying the employee's wages, or separately when wages are paid by personal
19 check or cash, an accurate itemized statement in writing showing (1) gross wages earned, (2) total hours
20 worked by the employee ... (4) all deductions ... (5) net wages earned, (6) the inclusive dates of the period
21 for which the employee is paid ... (8) the name and address of the legal entity that is the employer, and
22 (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours
23 worked at each hourly rate by the employee”

24 116. Therefore, pursuant to Labor Code §226(a), California employers are required to furnish
25 accurate wage statements showing, among other things, the total hours worked and all applicable hourly
26 rates.

27 117. Further, the IWC Wage Orders §7(A) states in pertinent part: “(A) Every employer shall
28 keep accurate information with respect to each employee including the following: (3) Time records

1 showing when the employee begins and ends each work period. Meal periods, split shift intervals, and
2 total daily hours worked shall also be recorded ... (5) Total hours worked in the payroll period and
3 applicable rates of pay”

4 118. Therefore, pursuant to Labor Code §226(a) and the IWC Wage Orders §7(A), California
5 employers are required to maintain accurate records pertaining to the total hours worked for Defendants
6 by the members of the Wage Statement Class, including but not limited to, beginning and ending of each
7 work period, meal period and split shift interval, the total daily hours worked, and the total hours worked
8 per pay period and applicable rates of pay.

9 119. As a pattern and practice, in violation of Labor Code §226(a) and the IWC Wage Orders
10 §7(A), Defendants did not and still do not furnish each of the members of the Wage Statement Class with
11 an accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the
12 employee, (3) all deductions, (4) net wages earned and/or (5) all applicable hourly rates in effect during
13 each respective pay period and the corresponding number of hours worked at each hourly rate by each
14 respective individual and/or pertaining to the total hours worked for Defendants by the members of the
15 Wage Statement Class, including but not limited to, beginning and ending of each work period, meal
16 period and split shift interval, the total daily hours worked, and the total hours worked per pay period and
17 applicable rates of pay. Further, the wage statements were inaccurate because they failed to include all
18 hours worked (such as time spent on pre- and post-shift vehicle inspections and cleaning) and failed to
19 list the correct hourly rates when an unlawful wage reduction was implemented.

20 120. As of January 1, 2013, SB 1255 amended Labor Code §226 to clarify that an employee
21 suffers injury if the employer fails to provide accurate and complete information as required by any one
22 or more items listed in Labor Code §226(a)(1)-(9) and the employee cannot promptly and easily ascertain
23 requisite information without reference to other documents or information.

24 121. Here, the members of Wage Statement Class suffered injury because Defendants failed to
25 provide accurate and complete information as required by one or more items listed in Labor Code
26 §226(a)(1)-(9) and the Wage Statement Class members could not and cannot promptly and easily ascertain
27 requisite information without reference to other documents or information.
28

1 122. In addition, the members of the Wage Statement Class have suffered injury as a result of
2 Defendants' failure to maintain accurate records for the members of the Wage Statement Class in that the
3 members of the Wage Statement Class were not timely provided written accurate itemized statements
4 showing all requisite information, including but not limited to total hours worked by the employee, net
5 wages earned and all applicable hourly rates in effect during the pay period and the corresponding number
6 of hours worked at each hourly rate, in violation of Labor Code §226 and the IWC Wage Orders §7(A),
7 such that the members of the Wage Statement Class were misled by Defendants as to the correct
8 information regarding various items, including but not limited to total hours worked by the employee, net
9 wages earned and all applicable hourly rates in effect during the pay period and the corresponding number
10 of hours worked at each hourly rate.

11 123. Moreover, due to violations detailed above, including but not limited to, DEFENDANTS'
12 failure to pay regular and overtime wages for all hours worked, and failure to provide meal and rest break
13 premiums, DEFENDANTS have violated California Labor Code § 226 by willfully failing to furnish
14 PLAINTIFF and other Class Members with accurate, itemized wage statements that listed the earned
15 gross and net wages earned and the correct applicable rates of pay for all hours worked. Moreover, wage
16 statements issued by DEFENDANTS failed to list the "total hours worked" by PLAINTIFF and Class
17 Members (by virtue of the automatic deduction for meal periods, failure to relieve Class Members of all
18 duties and employer control during unpaid meal periods, payment according to scheduled hours worked
19 rather than actual hours worked, and off-the-clock work policies and practices, all described in greater
20 detail *supra*), which results in a violation of Labor Code section 226(a). Failure to list all hours worked
21 on a wage statement, gives rise to an inference of injury under Labor Code Section 226 (*Maldonado v.*
22 *Epsilon Plastics, Inc.*, (2018) 22 Cal.App.5th 1308, 1337).

23 124. The actual injuries suffered by the members of the Wage Statement Class as a result of
24 Defendants' knowing and intentional failure to maintain accurate records for the members of the Wage
25 Statement Class include but are not limited to:

- 26 a. Confusion over whether they received all wages owed them by Defendants;
- 27 b. The difficulty and expense of attempting to reconstruct time and pay records;

- 1 c. Being forced to engage in mathematical computations to analyze whether Defendants’
2 wages in fact compensated for all hours worked;
3 d. The inability to accurately calculate wage rates complicated by the fact that wage
4 statement information required by Labor Code §226 is missing;
5 e. The inability to determine if vested vacation was paid out at the correct, higher rate of
6 pay;
7 f. That such practice prevents the members of the Wage Statement Class from being able
8 to effectively challenge information on their wage statements; and/or
9 g. The difficulty and expense of filing and maintaining this lawsuit, and the discovery
10 required to collect and analyze the very information that California law requires.

11 125. Pursuant to Labor Code §226(e), the members of the Wage Statement Class are entitled
12 to fifty dollars (\$50.00) per employee for the initial pay period in which a violation hereunder occurs and
13 one hundred dollars (\$100.00) per employee for each violation in an subsequent pay period, not exceeding
14 an aggregate penalty of four thousand dollars (\$4,000.00).

15 126. Pursuant to Labor Code §226.3, an employer who willfully violates Labor Code §226 is
16 subject to a \$250.00 civil penalty for the initial pay period in which a violation occurred, and \$1,000.00
17 per employee for each subsequent pay period, with no maximum.

18 127. Pursuant to Labor Code §226(g), the currently-employed members of the Wage Statement
19 Class are entitled to injunctive relief to ensure Defendants’ compliance with Labor Code §226.

20 128. Pursuant to Labor Code §226(e) and/or §226(g), the members of the Wage Statement
21 Class are also entitled to an award of costs and reasonable attorneys’ fees.

22
23 **EIGHTH CAUSE OF ACTION**
24 **FOR VIOLATIONS OF LABOR CODE §203**
25 **(ON BEHALF OF THE LC 203 CLASS)**
26 **(AGAINST ALL DEFENDANTS)**

27 129. Plaintiffs re-allege and incorporate by reference each of the foregoing paragraphs as
28 though set forth in full herein.

1 130. Labor Code §203 provides that if an employer willfully fails to pay, without abatement or
2 reduction, in accordance with Labor Code §§201 and 202, any wages of an employee who is discharged
3 or who quits, the wages of the employee shall continue at the same rate, for up to thirty (30) days from
4 the due date thereof, until paid or until an action therefore is commenced.

5 131. The members of the LC 203 Class are no longer employed by Defendants as they were
6 either discharged from or quit Defendants' employ.

7 132. Defendants willfully failed to pay the members of the LC 203 Class their entire wages due
8 and owing at the time of their termination or within seventy-two (72) hours of their resignation. These
9 unpaid wages include, but are not limited to, all unpaid hours worked, unpaid overtime, unpaid meal and
10 rest period premiums, and accrued but unused vacation pay.

11 133. As set forth above, Defendants willfully failed to pay the members of the LC 203 Class
12 their entire wages due and owing at the time of their termination or within seventy-two (72) hours of their
13 resignation, and failed to pay those sums for up to thirty (30) days thereafter.

14 134. Defendants' willful failure to pay wages to the members of the LC 203 Class violates
15 Labor Code §203 because Defendants knew or should have known wages were due to the members of
16 the LC 203 Class, as set forth above, but Defendants failed to pay them.

17 135. Thus, the members of the LC 203 Class are entitled to recovery pursuant to Labor Code
18 §203, as well as attorneys' fees and costs.

19
20 **NINTH CAUSE OF ACTION**

21 **FAILURE TO REIMBURSE FOR WORK-RELATED EXPENSES**

22 **LABOR CODE §2802**

23 **(ON BEHALF OF THE AGGRIEVED EMPLOYEES)**

24 **(AGAINST ALL DEFENDANTS)**

25 136. Plaintiffs re-allege and incorporate by reference each of the foregoing paragraphs as
26 though set forth in full herein.

1 137. Pursuant to California Labor Code section 2802, PLAINTIFFS and the LC 2802 Class
2 Members were entitled to be reimbursed for all reasonable expenses associated with carrying out orders
3 by their employer and/or carrying out the duties assigned by their employers.

4 138. Among other things, under California law, when employees must use their personal
5 cellphones for work-related purposes, the employer must reimburse them for a reasonable percentage of
6 their cell phone bills. (See *Cochran v. Schwan's Home Services, Inc.* (2014) 228 Cal.App.4th 1137, 1140.)
7 To show liability, an employee will only need to show that he or she was required to use their personal
8 cellphone for work-related purposes and not reimbursed for the use. (*Id.* 1144-1145.) California law also
9 requires employers to reimburse employees for automobile expenses incurred for the business use of
10 personal vehicles, such as for mileage, gas, and the wear and tear on the vehicle. (See *Gattuso v. Harte-*
11 *Hanks Shoppers, Inc.* (2007) 42 Cal.4th 554.)

12 139. PLAINTIFFS and the Class Members were required to use their personal cell phones for
13 work-related communication with dispatchers and management. While DEFENDANTS implemented a
14 flat-rate, variable reimbursement policy, the amount paid was unreasonable and insufficient to cover the
15 actual costs incurred by the employees, thereby failing to provide full reimbursement.

16 140. DEFENDANTS' failure to provide PLAINTIFF and the Class Members with full
17 reimbursement for all reasonable expenses associated with carrying out their duties required that
18 PLAINTIFF and the Class Members subsidize and/or carry the burden of business expenses in violation
19 of Labor Code section 2802.

20 141. As a result of DEFENDANTS' unlawful conduct, PLAINTIFFS and the LC 2802 Class
21 Members have suffered injury in that they were not completely reimbursed as mandated by California
22 law.

23 142. Pursuant to California Labor Code section 2802, PLAINTIFFS and the LC 2802 Class
24 Members are entitled to recover the full amount of reimbursable expenses due, in addition to reasonable
25 attorneys' fees, and costs of suit.

1 **TENTH CAUSE OF ACTION**
2 **UNLAWFUL WAGE DEDUCTION**
3 **LABOR CODE §221**
4 **(ON BEHALF OF THE AGGRIEVED EMPLOYEES)**
5 **(AGAINST ALL DEFENDANTS)**

6 143. Plaintiffs re-allege and incorporate by reference each of the foregoing paragraphs as
7 though set forth in full herein.

8 144. California Labor Code § 221 provides: "It shall be unlawful for any employer to collect
9 or receive from an employee any part of wages theretofore paid by said employer to said employee."

10 145. Vacation pay is a form of vested wages under California law. The rate at which this vested
11 wage is paid must be the employee's final rate of pay or the rate in effect when the vacation was earned,
12 whichever is higher.

13 146. Defendants violated Labor Code § 221 by effectively deducting from Plaintiffs' and Class
14 Members' vested wages. Specifically, by paying out accrued vacation time at a new, unlawfully reduced
15 hourly rate—rather than the higher rate in effect when the vacation was earned—Defendants collected
16 and received a portion of wages already earned by the employees.

17 147. As a result of this unlawful deduction, Plaintiffs and the Sick and Vacation Pay Class are
18 entitled to recover the full amount of the wages deducted, with interest.

19 148. Pursuant to California Labor Code section 221, *et seq.*, PLAINTIFFS and the Sick and
20 Vacation Pay Class are entitled to recover the full amount due, in addition to reasonable attorneys' fees,
21 and costs of suit.
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ELEVENTH CAUSE OF ACTION
FAILURE TO PROVIDE SICK LEAVE
LABOR CODE §§246, 246.5
(ON BEHALF OF THE AGGRIEVED EMPLOYEES)
(AGAINST ALL DEFENDANTS)

149. Plaintiffs re-allege and incorporate by reference each of the foregoing paragraphs as though set forth in full herein

150. California Labor Code § 246(a) provides that an employee "shall accrue and be permitted to use paid sick days." The law mandates that an employee is entitled to use accrued paid sick days upon the oral or written request of the employee.

151. California Labor Code § 246.5(a) explicitly states that an "employer shall not deny an employee the right to use accrued sick days... and shall not discourage an employee from using accrued sick days."

152. Defendants have implemented and maintained a uniform policy that unlawfully denies employees the right to use accrued paid sick leave. Specifically, Defendants' policy prohibits employees from using sick leave for scheduled hours unless their total paid hours for the workweek would otherwise fall below forty (40).

153. This policy directly violates California law, which requires employers to permit the use of sick leave for any scheduled day(s) the employee is sick, regardless of the total number of paid hours the employee would receive in that workweek. For example, under Defendants' unlawful policy, an employee scheduled for 48 hours who works 40 hours and is sick for 8 hours is denied the use of 8 hours of accrued sick leave, because their paid hours (40) do not fall below the 40-hour threshold.

154. By maintaining this policy, Defendants have systematically denied Plaintiffs and Class Members their right to use accrued sick leave, in violation of Labor Code §§ 246 and 246.5.

155. As a result of these violations, Plaintiffs and the Sick and Vacation Pay Class are entitled to recovery for the value of the unlawfully denied sick leave, plus an additional premium equal to the value of the denied sick leave, pursuant to Labor Code § 246.5(b).

1 156. Plaintiffs and the Class further seek injunctive relief to prohibit Defendants from
2 continuing this unlawful policy and practice.

3
4 **TWELFTH CAUSE OF ACTION**
5 **FOR PENALTIES PURSUANT TO THE PRIVATE ATTORNEY GENERAL ACT**
6 **LABOR CODE §2699**
7 **(ON BEHALF OF THE AGGRIEVED EMPLOYEES)**
8 **(AGAINST ALL DEFENDANTS)**

9 157. Plaintiffs re-allege and incorporate by reference each of the foregoing paragraphs as
10 though set forth in full herein.

11 158. Under Labor Code §2699, Plaintiffs, as aggrieved employees, may bring this action
12 against Defendants, on behalf of themselves and all other current or former Aggrieved Employees,
13 seeking statutory civil penalties for Defendants' violations of the California Labor Code.

14 159. Each Plaintiff is an “aggrieved employee” within the meaning of Labor Code §§2699(c)
15 and 2699.3(a), as Defendants have committed one or more of the California Labor Code violations alleged
16 herein against each of the Plaintiffs. The Aggrieved Employees are also “aggrieved employees” within
17 the meaning of the statute, as Defendants have committed the same Labor Code violations against them.
18 Plaintiffs and the Aggrieved Employees have suffered injury as a result of those violations, including but
19 not limited to the non-payment of wages, non-payment of overtime, failure to provide meal and rest
20 periods, and failure to provide accurate wage statements.

21 160. On November 5, 2025, and more than 65 calendar days before filing this First Amended
22 Complaint, Plaintiffs, through their counsel, provided written notice to the Labor and Workforce
23 Development Agency via its online portal and notice by certified mail to Defendants of the specific
24 provisions of the California Labor Code that Defendants violated, thereby satisfying the requirements of
25 Labor Code §2699.3(a) by citing the specific provision of the Labor Code alleged to have been violated,
26 including the facts and theories sufficient to support the alleged violations. Plaintiffs provided
27 supplemental notice on or about November 19, 2025, and November 25, 2025 to address additional
28 violations identified during the investigation of this matter.

1 161. Here, Plaintiffs' civil action alleges violations of provisions listed in Labor Code §2699.5
2 and violations of provisions other than those listed in Labor Code §2699.5. As such, Labor Code
3 §2699.3(a) and §2699.3(c) apply to this action.

4 162. As of the filing of this First Amended Complaint, Plaintiffs have not received any response
5 from the Labor and Workforce Development Agency on its intent to pursue an action against Defendants,
6 nor has the agency notified Plaintiffs that it has commenced an investigation or action. Consequently,
7 Plaintiff may now commence a civil action, pursuant to Labor Code §2699.3.

8 163. Further, as of the filing of this First Amended Complaint, Plaintiffs have not received from
9 Defendants any written notice by certified mail that the alleged violations have been cured, including a
10 description of the actions taken. As such, Plaintiffs have complied with Labor Code §2699.3(c) and are
11 authorized to maintain this civil action which includes a cause of action pursuant to Labor Code §2699.

12 164. The Labor Code provisions that Defendants have violated, for which civil penalties are
13 sought under PAGA, include but are not limited to:

- 14 a) Labor Code §§ 200, 204, 210 (failure to pay all wages when due);
- 15 b) Labor Code §§ 510, 1194, 1197, 1197.1 (failure to pay minimum and overtime wages);
- 16 c) Labor Code §§ 226, 226.3 (failure to provide accurate itemized wage statements);
- 17 d) Labor Code §§ 226.7, 512, 516, and IWC Wage Order No. 9, Sections 11 and 12 (failure to
18 provide meal and rest periods);
- 19 e) Labor Code § 203 (failure to pay final wages upon termination);
- 20 f) Labor Code § 221 (unlawful wage deductions);
- 21 g) Labor Code §§ 246, 246.5 (failure to provide and permit use of paid sick leave);
- 22 h) Labor Code § 2802 (failure to reimburse necessary business expenses); and
- 23 i) Labor Code § 558 (civil penalties for underpayment of wages).

24 **PENALTIES**

25 165. Pursuant to Labor Code §2699(a) (which provides that any provision of the Labor Code
26 that provides for a civil penalty to be assessed and collected by the Labor and Workforce Development
27 Agency ("LWDA") (or any of its departments, divisions, commissions, board agency or employees), such
28 civil penalties may, as an alternative, be recovered through a civil action brought by an aggrieved

1 employee on behalf of himself or herself and other current or former employees) and Labor Code
2 §2699(f) (which establishes a civil penalty for violations of all Labor Code provisions except those which
3 a civil penalty is specifically provided), the aggrieved employees seek recover of all applicable civil
4 penalties, as follows:

5 a. As applicable, civil penalties under Labor Code § 2699(f) (the "catch-all" penalty
6 provision), for all violations of the Labor Code alleged herein for which a specific civil penalty is not
7 otherwise provided, in the amount of one hundred dollars (\$100.00) for each aggrieved employee per pay
8 period for the initial violation, and two hundred dollars (\$200.00) for each aggrieved employee per pay
9 period for each subsequent violation; and

10 b. As applicable, civil penalties under Labor Code §558 (in addition to and entirely
11 independent and apart from any other penalty provided for in the Labor Code), for violations of Labor
12 Code §§1-556, in the amount of fifty dollars (\$50) for each aggrieved employee for each pay period for
13 which the employee was underpaid for the initial violation, and one hundred dollars (\$100) for each
14 aggrieved employee for each pay period for which the employee was underpaid for each subsequent
15 violation;

16 c. As applicable, civil penalties under Labor Code §1197.1 (in addition to and
17 entirely independent and apart from any other penalty provided in the Labor Code) for violations of Labor
18 Code §§1194 and 1197, in the amount of \$100 for each underpaid aggrieved employee for each pay
19 period the aggrieved employee was intentionally underpaid in addition to an amount sufficient to recover
20 underpaid wages, and \$250 for each subsequent violation for each underpaid aggrieved employees
21 regardless of whether the initial violation was intentionally committed in addition to an amount sufficient
22 to recover underpaid wages, with all wages recovered pursuant to Labor Code §1197.1;

23 d. As applicable, civil penalties under Labor Code §210 (in addition to and entirely
24 independent and apart from any other penalty provided in the Labor Code), for each employee who is/was
25 not paid wages in accordance with Labor Code §§201.3, 204, 204b, 204.1, 204.2, 205, 205.5 and 1197.5,
26 in the amount of a civil penalty of \$100 for each aggrieved employee per pay period for each initial
27 violation, and \$200 for each aggrieved employee per pay period for each subsequent violation;

1 e. As applicable, civil penalties under Labor Code §225.5 (in addition to and entirely
2 independent and apart from any other penalty provided in the Labor Code), for each violation of Labor
3 Code §221, in the amount of \$100 for each aggrieved employee per pay period for each violation; and
4 \$200 for each aggrieved employee per pay period for each subsequent violation plus 25 percent of the
5 amount unlawfully withheld;

6 f. As applicable, civil penalties under Labor Code §226.3 (in addition to and entirely
7 independent and apart from any other civil penalty provided in the Labor Code), for each violation of
8 Labor Code §226(a), in the amount of \$250 for each aggrieved employee per pay period for each violation
9 and \$1,000 for each aggrieved employee per pay period for each subsequent violation;

10 g. As applicable, civil penalties under Labor Code §§203 and/or 256 (in addition to
11 and entirely independent and apart from any other penalty provided in the Labor Code), for any aggrieved
12 employee who was discharged or quit, and was not paid all earned wages at termination in accordance
13 with Labor Code §§201, 201.1, 201.5, 202, and 205.5, in the amount of a civil penalty of one day of pay,
14 at the same rate, for each day that he or she was paid late, until payment was/is made, up to a maximum
15 of thirty (30) days;

16 h. As applicable, civil penalties under Labor Code § 2699(f) for violations of Labor
17 Code § 226.7 (failure to provide meal and rest periods), in the amount of one hundred dollars (\$100) for
18 each aggrieved employee per pay period for the initial violation, and two hundred dollars (\$200) for each
19 aggrieved employee per pay period for each subsequent violation; these penalties are recoverable under
20 the catch-all provision of § 2699(f) and are in addition to, not duplicative or, the premium pay owed to
21 employees under Labor Code § 226.7(c);

22 i. As applicable, any and all additional applicable civil penalties and sums as
23 provided by the Labor Code and/or other relevant statutes.

24 166. In addition, Plaintiffs seek and are entitled to seventy-five percent (75%) of all penalties
25 obtained under Labor Code §2699 to be allocated to the LWDA, for education of employers and
26 employees about their rights and responsibilities under the Labor Code, and twenty-five percent (25%)
27 to the aggrieved employees.

1 167. Pursuant to Labor Code §218.6 and Civil Code §3287, these aggrieved employees seek
2 recovery of pre-judgment interest on all amounts recovered herein.

3 168. Further, Plaintiffs are entitled to recover reasonable attorneys' fees and costs pursuant to
4 Labor Code §§2699(g)(1) and any other applicable statute.

5
6 **THIRTEENTH CAUSE OF ACTION**
7 **FOR UNFAIR COMPETITION**
8 **BUSINESS & PROFESSIONS CODE §§17200, ET SEQ.**
9 **AGAINST ALL DEFENDANTS**

10 169. Plaintiffs re-allege and incorporate by reference each of the foregoing paragraphs as
11 though set forth in full herein.

12 170. B&PC §17200 provides in pertinent part "...[U]nfair competition shall mean and include
13 any unlawful, unfair or fraudulent business act..."

14 171. B&PC §17205 provides that unless otherwise expressly provided, the remedies or
15 penalties provided for unfair competition "are cumulative to each other and to the remedies or penalties
16 available under all other laws of this state."

17 172. B&PC §17204 provides that an action for relief from unfair competition may be
18 prosecuted by any person who has suffered injury in fact and has lost money or property as a result of
19 such unfair competition.

20 173. Defendants' have engaged in unlawful, unfair and fraudulent business acts or practices
21 prohibited by B&PC §17200, including those set forth in the preceding and foregoing paragraphs of the
22 complaint, thereby depriving the members of the 17200 Class of the minimum working standards and
23 conditions due to them under the Labor Code and/or the IWC Wage Orders, as specifically described
24 herein.

25 174. Defendants have engaged in unfair business practices in California by practicing,
26 employing, and utilizing the employment practices outlined in the preceding paragraphs, specifically, by
27 requiring employees to perform the labor services complained of herein without the requisite
28 compensation.

1 175. Defendants' use of such practices constitutes an unfair business practice, unfair
2 competition and provides an unfair advantage over Defendants' competitors.

3 176. Plaintiffs have suffered injury in fact and have lost money or property as a result of such
4 unfair competition.

5 177. Plaintiffs seek full restitution from Defendants, as necessary and according to proof, to
6 restore any and all monies withheld, acquired and/or converted by Defendants by means of the unfair
7 practices complained of herein.

8 178. Further, if Defendants are not enjoined from the conduct set forth above, Defendants will
9 continue to practice, employ and utilize the employment practices outlined in the preceding paragraphs.

10 179. Therefore, Plaintiffs request that the Court issue a preliminary and permanent injunction
11 prohibiting Defendants from engaging in the foregoing conduct.

12 180. Plaintiffs seek the appointment of a receiver, as necessary, to establish the total monetary
13 relief sought from Defendants.

14
15 **PRAYER FOR RELIEF**

16 **WHEREFORE**, Plaintiffs pray:

17 1. That the Court issue an Order certifying the Classes herein, appointing the named
18 Plaintiffs as representatives of all others similarly situated, and appointing the law firm(s) representing
19 the named Plaintiffs as counsel for the members of the Classes;

20 As to the First Cause of Action for Failure to All Wages Owed:

21 2. For recovery of the unpaid balance of the full amount of the unpaid wages due and owing,
22 according to proof;

23 3. For prejudgment interest as allowed by Labor Code §218.6, Labor Code §1194(a), and
24 Civil Code §3287;

25 4. For an award of reasonable attorneys' fees and costs pursuant to Labor Code §218.5 and/or
26 Labor Code §1194(a);

27 As to the Second Cause of Action for Failure to Pay Minimum Wages:

1 5. For recovery of the unpaid balance of the full amount of the underpaid prevailing wages
2 due and owing, according to proof;

3 6. For prejudgment interest as allowed by Labor Code §218.6, Labor Code §1194(a), and
4 Civil Code §3287;

5 7. For liquidated damages as allowed by Labor Code §1194.2;

6 8. For an award of reasonable attorneys' fees and costs pursuant to Labor Code §218.5 and/or
7 Labor Code §1194(a);

8 As to the Third Cause of Action for Failure to Pay Overtime Wages:

9 9. For recovery of the unpaid balance of the full amount of the overtime wages due and
10 owing, according to proof;

11 10. For prejudgment interest as allowed by Labor Code §218.6, Labor Code §1194(a), and
12 Civil Code §3287;

13 11. For an award of reasonable attorneys' fees and costs pursuant to Labor Code §218.5 and/or
14 Labor Code §1194(a);

15 As to the Fourth Cause of Action for Failure to Authorize and Permit Meal Periods:

16 12. For one (1) hour of pay at the regular rate of compensation for each member of the Unpaid Meal
17 Period Class for each workday that a paid rest period was not provided;

18 13. For prejudgment interest as allowed by Labor Code §218.6 and Civil Code §3287;

19 As to the Fifth Cause of Action for Failure to Authorize and Permit Rest Periods:

20 14. For one (1) hour of pay at the regular rate of compensation for each member of the Unpaid Rest
21 Period Class for each workday that a paid rest period was not provided;

22 15. For prejudgment interest as allowed by Labor Code §218.6 and Civil Code §3287;

23 As to the Sixth Cause of Action for Violations of Labor Code §204:

24 16. For recovery pursuant to Labor Code §§204 and/or 210;

25 As to the Seventh Cause of Action for Failure to Timely Furnish Accurate Itemized Wage Statements:

26 17. For recovery as authorized by Labor Code §226(e) and 226.3;

27 18. For injunctive relief pursuant to Labor Code §226(g);

1 19. For an award of costs and reasonable attorneys' fees pursuant to Labor Code §226(e) and/or
2 §226(g);

3 As to the Eighth Cause of Action for Violations of Labor Code §203:

4 20. For recovery as authorized by Labor Code §203;

5 21. For an award of reasonable attorneys' fees and costs pursuant to Labor Code §218.5 and/or Labor
6 Code §1194(a).

7 As to the Ninth Cause of Action for Violations of Labor Code §2802:

8 22. For full reimbursement of all necessary business expenditures incurred, according to proof;

9 23. For prejudgment interest as allowed by Labor Code §218.6 and Civil Code §3287;

10 24. For an award of reasonable attorneys' fees and costs pursuant to Labor Code §218.5 and/or Labor
11 Code §1194(a).

12 As to the Tenth Cause of Action for Unlawful Wage Deduction (Lab. Code §221):

13 25. For recovery of all wages unlawfully deducted, according to proof;

14 26. For prejudgment interest as allowed by Labor Code §218.6 and Civil Code §3287

15 As to the Eleventh Cause of Action Failure to Provide Paid Sick Leave (Lab. Code §§ 246, 246.5):

16 27. For recovery of the value of unlawfully denied sick leave, plus an additional premium equal to
17 the same amount, pursuant to Labor Code §246.5(b);

18 28. For injunctive relief prohibiting the unlawful sick leave policy;

19 As to the Twelfth Cause of Action for Penalties Pursuant to Labor Code §2699:

20 29. For civil penalties pursuant to Labor Code § 2699(f), in the amount of one hundred dollars (\$100)
21 for each aggrieved employee per pay period for each initial violation, and two hundred dollars (\$200) for
22 each aggrieved employee per pay period for each subsequent violation, for all Labor Code violations
23 alleged herein that do not provide for a specific civil penalty;

24 30. For civil penalties pursuant to Labor Code §558, in addition to and entirely independent and apart
25 from other penalties in the Labor Code, as follows:

26 a. For any violation, fifty dollars (\$50) for each aggrieved underpaid employee for each pay period
27 for which the employee was underpaid;

1 b. For each subsequent violation, one hundred dollars (\$100) for each aggrieved underpaid
2 employee for each pay period for which the employees was underpaid;

3 31. For civil penalties under Labor Code §1197.1, in addition to and entirely independent and apart
4 from any other penalty provided in the Labor Code, for each violation of Labor Code §1197, in the
5 amount of \$100 for each aggrieved employee per pay period for each violation and \$250 for each
6 aggrieved employee per pay period for each subsequent violation;

7 32. For civil penalties under Labor Code §210, in addition to and entirely independent and apart from
8 any other penalty provided in the Labor Code, in the amount of \$100 for each aggrieved employee per
9 pay period for each violation, and \$200 for each aggrieved employee per pay period for each subsequent
10 violation;

11 33. For civil penalties under Labor Code §225.5, in addition to and entirely independent and apart
12 from any other penalty provided in the Labor Code, for each violation of Labor Code §221, in the amount
13 of \$100 for each aggrieved employee per pay period for each violation, and \$200 for each aggrieved
14 employee per pay period for each subsequent violation;

15 34. For civil penalties under Labor Code §226.3, in addition to and entirely independent and apart
16 from any other penalty provided in the Labor Code, in the amount of \$250 for each aggrieved employee
17 per pay period for each violation, and \$1,000 for each aggrieved employee per pay period for each
18 subsequent violation;

19 35. For civil penalties under Labor Code §§203 and/or 256, in addition to and entirely independent
20 and apart from any other penalty provided in the Labor Code, in the amount of one day of pay, at the
21 same rate, for each day that an aggrieved employee was paid late, at the time of termination, until payment
22 was/is made, up to a maximum of thirty (30) days;

23 36. In addition, Plaintiffs seek and are entitled to seventy-five (75%) of all penalties obtained under
24 Labor Code § 2699 to be allocated to the LWDA, for education of employers and employees about their
25 rights and responsibilities under the Labor Code, and twenty-five percent (25%) to the aggrieved
26 employees.

27 37. For prejudgment interest on all amounts recovered herein pursuant to Labor Code §218.6, Labor
28 Code §1194(a), and/or Civil Code §3287;

1 38. Plaintiffs expressly reserve all rights to seek any and all civil penalties available under the Labor
2 Code for the violations alleged herein, including those not specifically enumerated above, and all such
3 penalties are sought in addition to, and not in lieu of, any other remedies, damages, or penalties available
4 under the Labor Code or other applicable law.

5 39. For reasonable attorneys' fees and costs incurred pursuant to Labor Code §2699(g)(1) and any
6 other applicable statute; and

7 40. For such relief as this Court may deem just and proper, including reasonable attorneys' fees and
8 costs incurred; and

9 As to the Thirteenth Cause of Action for Unfair Business Practices:

10 41. For an accounting, under administration of Plaintiffs and/or the receiver and subject to Court
11 review, to determine the amount to be returned by Defendants, and the amounts to be refunded to
12 members of the Classes who are owed monies by Defendants;

13 42. For an Order requiring Defendants to identify each of the members of the Classes by name, home
14 address, home telephone number and, if available, email address;

15 43. For an Order requiring Defendants to make full restitution and payment pursuant to California
16 law;

17 44. For an Order for a preliminary and/or permanent injunction prohibiting Defendants from
18 engaging in the acts complained of herein;

19 45. For all other appropriate injunctive, declaratory and equitable relief;

20 46. For interest to the extent permitted by law;

21 47. For an award of attorneys' fees and costs incurred in the investigation, filing and prosecution of
22 this action pursuant to CCP §1021.5, B&PC §17200, et seq., Labor Code §1194 and/or any other
23 applicable provision of law;

24 As to All Causes of Action:

25 48. For such relief as this Court may deem just and proper, including reasonable attorneys' fees and
26 costs incurred.

1 DATED: March 23, 2026

GUERRA & CASILLAS LLP

2
3
4 By: 

5 Ruben Guerra, Esq.
6 Tizoc Perez-Casillas, Esq.
7 Attorneys for Plaintiffs LUIS FAJARDO,
8 JOSE MENJIVAR, JOSE SABALLOS,
9 TOMAS AGUILAR, and JOSE GARCIA, on
10 behalf of themselves and all others similarly
11 situated

12 **JURY TRIAL DEMANDED**

13 Plaintiff demands trial of all issues by jury.

14 DATED: March 23, 2026

GUERRA & CASILLAS LLP

15 By: 

16 Ruben Guerra, Esq.
17 Tizoc Perez-Casillas, Esq.
18 Attorneys for Plaintiffs LUIS FAJARDO,
19 JOSE MENJIVAR, JOSE SABALLOS,
20 TOMAS AGUILAR, and JOSE GARCIA, on
21 behalf of themselves and all others similarly
22 situated
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1 **PROOF OF SERVICE**

2 **Case No. 25STCV34440**

3 ***Fajardo, et al. v. Dependable Highway Express, Inc., et al.***

4 I am employed in the County of Los Angeles, State of California. I am over the age of 18 and
5 not a party to the within action. My business address is 617 South Olive Street, Suite 915, Los Angeles,
6 California 90014.

7 On March 24, 2026, I served the foregoing document(s) described as **FIRST AMENDED**
8 **CLASS ACTION COMPLAINT** on the interested parties described in the attached service list in this
9 action as follows:

10 Damian M. Moos (SBN 240030)

11 John V. Little (SBN 341130)

12 **SCOPELITIS, GARVIN, LIGHT, HANSON &**
13 **FEARY, LLP**

14 2 North Lake Avenue, Suite 560

15 Pasadena, California 91101

16 Tel: (949) 800-8601

17 Fax: (626) 795-4790

18 dmoos@scopelitis.com

19 jlittle@scopelitis.com

20 mitchell@scopelitis.com

21 acash@scopelitis.com

*Attorneys for Defendant DEPENDABLE
HIGHWAY EXPRESS, INC.*

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29 Jessamine Lan

/s/Jessamine Lan