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17 on behalf of the general public as private attorney general

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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ALAMEDA**

ALDIE D HENRY, on behalf of the general
public as private attorney general,

Plaintiff,

v.

TFORCE FREIGHT, INC; and DOES 1-50,
inclusive

Defendants.

**[PROPOSED] PAGA REPRESENTATIVE
ACTION COMPLAINT PURSUANT TO
THE PRIVATE ATTORNEYS GENERAL
ACT (Labor Code §§ 2698 *et seq*).**

COMES NOW, ALDIE D HENRY (“Plaintiff”), on behalf the general public and all non-exempt aggrieved employees, acting on behalf of the California Attorney General as private attorney general, asserts claims against Defendants TFORCE FREIGHT, INC. and DOES 1-50, inclusive (collectively “Defendants”) as follows:

I. INTRODUCTION

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

2. In this case, Defendants violated various provisions of the California Labor Code. As set forth below, Defendants implemented policies and practices which led to the following Labor Code violations which include but are not limited to: (a) failure to pay wages including overtime, (b) failure to provide meal periods for every work period exceeding more than five (5) or ten (10) hours per day and failure to pay an additional hour’s of pay or accurately pay an additional hour’s of pay in lieu of providing a meal period; (c) failure to provide rest breaks for every four hours or major fraction thereof worked and failure to pay an additional hour’s of pay or accurately pay an additional hour’s of pay in lieu of providing a rest period; (d) failing to pay timely wages required by Labor Code § 203; (e) failing to provide accurate itemized wage statements; (f) failing to reimburse expenses; (g) failing to pay vested vacation pay at separation; and (h) failing to pay reporting time pay. As a result, Plaintiff seeks penalties under Labor Code 2698, *et. seq.* on behalf of the general public as private attorney general and all other aggrieved employees.

II. JURISDICTION AND VENUE

3. The California Superior Court has jurisdiction over this action pursuant to California Constitution Article VI, Section 10, which grants the Superior Court “original jurisdiction in all cases except those given by statute to other trial courts.” The statutes under which this action is brought do not give jurisdiction to any other court.

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

5 5. Venue as to each Defendant is proper in this judicial district pursuant to Code of
6 Civil Procedure section 395. Defendants are doing business throughout California, including but
7 not limited to Alameda County, and each Defendant is within the jurisdiction of this Court for
8 service of process purposes. The unlawful acts alleged herein have a direct effect on Plaintiff and
9 all other aggrieved employees within the State of California. Defendants employ numerous
10 aggrieved employees in in the State of California.

11 6. On information and belief, Defendants have conducted business within the State of
12 California during the purported liability period and continue to conduct business throughout the
13 State of California. The unlawful acts alleged herein have had a direct effect on Plaintiff, and the
14 similarly situated non-exempt aggrieved employees within California.

15 7. The California Superior Court also has jurisdiction in this matter because on
16 information and belief there are no federal questions at issue, as the issues herein are based solely
17 on California statutes and law, including the California Labor Code, the IWC Wage Orders, the
18 California Code of Civil Procedure, the California Civil Code, and the California Business and
19 Professions Code.

20 8. On information and belief, during the statutory liability period and continuing to
21 the present ("liability period"), Defendant consistently maintained and enforced against
22 Defendant's Non-Exempt Aggrieved Employees, among others, the following unlawful practices
23 and policies, in violation of California state wage and hour laws: (a) failure to pay wages including
24 overtime, (b) failure to provide meal periods for every work period exceeding more than five (5)
25 or ten (10) hours per day and failure to pay an additional hour's of pay or accurately pay an
26 additional hour's of pay in lieu of providing a meal period; (c) failure to provide rest breaks for
27 every four hours or major fraction thereof worked and failure to pay an additional hour's of pay or
28 accurately pay an additional hour's of pay in lieu of providing a rest period; (d) failing to pay

1 timely wages required by Labor Code § 203; (e) failing to provide accurate itemized wage
2 statements; (f) failing to reimburse expenses; (g) failing to pay vested vacation pay at separation;
3 and (h) failing to pay reporting time pay.

4 9. Plaintiff on behalf of the general public as private attorney general and all other
5 aggrieved employees bring this action pursuant to Labor Code 2698, et. seq. for violations
6 enumerated under 2699.5 as follows: sections 201-203, 510, 226.3, 226.7, 226, 226.3, 227.3, 246,
7 510, 512, 1174, 1174.5, 1175, 1194, 1197, 1197.1, 1198, 2802, and seeking penalties, interest,
8 attorneys' fees and costs.

9 **III. PARTIES**

10 **A. Plaintiff**

11 10. Plaintiff ALDIE D HENRY was at all times relevant to this action a resident of
12 California. Plaintiff was employed by Defendants in approximately April 19, 2019, as a Non-
13 Exempt Employee with the title of Truck Driver and worked during the liability period for
14 Defendants until Plaintiff's separation from Defendants' employ in approximately April 10, 2025.
15 Plaintiff's duties included, but were not limited to driving, pickup, delivery, and handling of
16 freight.

17 11. As Defendants' employees, Plaintiffs, and all other aggrieved employees were
18 regularly required to and subsequently suffered:

- 19 a. perform work subject to the control of the employer without being compensated all
20 wages including overtime, all in violation of California labor laws, regulations, and
21 the Industrial Welfare Commission Wage Order ("IWC");
- 22 b. work in excess of five and ten hours per day without being provided meal periods
23 and not compensated one (1) hour of pay at the regular rate of compensation for
24 each workday that a meal period was not provided, all in violation of California
25 labor laws, regulations, and the Industrial Welfare Commission Wage Orders
26 ("IWC");
- 27 c. work without being permitted or authorized a minimum ten-minute rest period for
28 every four hours or major fraction thereof worked and not compensated one (1)

1 hour of pay at his regular rate of compensation for each workday that a rest period
2 was not provided, all in violation of California labor laws, regulations, and the
3 Industrial Welfare Commission Wage Orders (“IWC”);

4 d. not provided vested vacation pay at separation;

5 e. not paid reporting time pay;

6 f. not reimbursed for business expenses incurred; and

7 g. not provided accurate itemized wage statements.

8 12. On information and belief, Defendants willfully failed to pay all earned wages in
9 the form regular wages and overtime wages, and meal and rest period premium wages, to its Non-
10 Exempt Employees and members of the Representative Group; nor have Defendants returned to
11 Plaintiff or members of the Representative Group, upon or after separation from employment with
12 Defendants, all wages earned and owing. Plaintiff seeks penalties under Labor Code 2698, *et. seq.*
13 on behalf of the general public as private attorney general and all other aggrieved employees.

14 **20. Defendant**

15 13. Defendant TFORCE FREIGHT, INC. operates as a freight and shipping logistics
16 business. Plaintiff estimates there are in excess of 100 Non-Exempt Employees who work or have
17 worked for Defendants over the last four years.

18 14. Other than identified herein, Plaintiff is unaware of the true names, capacities,
19 relationships and extent of participation in the conduct alleged herein, of the defendants sued as
20 DOES 1 through 50, but is informed and believes and thereon alleges that said defendants are
21 legally responsible for the wrongful conduct alleged herein and therefore sues these defendants by
22 such fictitious names. Plaintiff will amend this complaint when their true names and capabilities
23 are ascertained.

24 15. Plaintiff is informed and believes and thereon alleges that each Defendant, directly
25 or indirectly, or through agents or other persons, employed Plaintiff and other members of the
26 Representative Group, and exercised control over their wages, hours, and working conditions.
27 Plaintiff is informed and believes and thereon alleges that each defendant acted in all respects
28 pertinent to this action as the agent of the other defendants, carried out a joint scheme, business

1 plan or policy in all respects pertinent hereto, and the acts of each defendant are legally
2 attributable to the other defendants.

3 **IV. GENERAL ALLEGATIONS**

4 16. At all times set forth herein, Defendant employed Plaintiff and other persons in the
5 capacity of non-exempt positions, however titled, throughout the state of California.

6 17. Plaintiff is informed and believes Aggrieved Employees have at all times pertinent
7 hereto been Non-Exempt within the meaning of the California Labor Code and the implementing
8 rules and regulations of the IWC California Wage Orders.

9 18. Defendant continues to employ Non-Exempt Employees, however titled, in
10 California and implement a uniform set of policies and practices to all non-exempt employees, as
11 they were all engaged in the generic job duties of shipping and logistics services.

12 19. Plaintiff is informed and believes, and thereon alleges, that Defendants are and
13 were advised by skilled lawyers and other professionals, employees, and advisors with knowledge
14 of the requirements of California's wage and employment laws.

15 20. On information and belief, during the relevant time frame, Plaintiff and Aggrieved
16 Employees frequently worked well over eight (8) hours in a day and forty (40) hours in a work
17 week.

18 21. Plaintiff and the Aggrieved Employees were regularly required to work shifts in
19 excess of five hours without being provided a lawful meal period and over ten hours in a day
20 without being provided a second lawful meal period as required by law.

21 22. Plaintiff and Aggrieved Employees missed meal breaks several times and had late
22 or interrupted meal breaks. Meal breaks were interrupted and lasted for less than the 30 minutes
23 required by law. Defendant failed to pay premium wages for missed, short or late meal breaks.

24 23. Indeed, during the relevant time, as a consequence of Defendants' staffing and
25 scheduling practices, lack of coverage, work demands, and Defendants' policies and practices,
26 Defendants frequently failed to provide Plaintiff and the Aggrieved Employees timely, legally
27 complaint uninterrupted 30-minute meal periods on shifts over five hours as required by law.

28 24. Similarly, as a consequence of Defendants' staffing and scheduling practices, lack

1 of coverage, work demands, and Defendants' policies and practices, Defendants frequently failed
2 to provide Plaintiff and the Aggrieved Employees legally compliant second meal periods on shifts
3 over ten hours as required by law.

4 25. On information and belief, Plaintiff and Aggrieved Employees did not waive their
5 rights to meal periods under the law.

6 26. Plaintiff and the Aggrieved Employees were not provided with valid lawful on-duty
7 meal periods.

8 27. Despite the above-mentioned meal period violations, Defendants failed to
9 compensate Plaintiff, and on information and belief, failed to compensate Aggrieved Employees,
10 one additional hour of pay at their regular rate as required by California law when meal periods
11 were not timely or lawfully provided in a compliant manner.

12 28. Plaintiff is informed and believes, and thereon alleges, that Defendants know,
13 should know, knew, and/or should have known that Plaintiff and the other Aggrieved Employees
14 were entitled to receive premium wages based on their regular rate of pay under Labor Code
15 §226.7 but were not receiving such compensation.

16 29. In addition, during the relevant time frame, Plaintiff and the Non-Exempt
17 Employees were systematically not authorized and permitted to take one net ten-minute paid, rest
18 period for every four hours worked or major fraction thereof, including third rest breaks which is a
19 violation of the Labor Code and IWC wage order. Plaintiff was not given a third rest break on the
20 aforementioned ten (10) hour and above work days.

21 30. Defendants maintained and enforced scheduling practices, policies, and imposed
22 work demands that frequently required Plaintiff and Aggrieved Employees to forego their lawful,
23 paid rest periods of a net ten minutes for every four hours worked or major fraction thereof. Such
24 requisite rest periods were not timely authorized and permitted as a result of Defendants' failure to
25 provide relief for Plaintiff and Aggrieved Employees to take their lawfully required breaks.

26 31. Despite the above-mentioned rest period violations, Defendants did not compensate
27 Plaintiff, and on information and belief, did not pay Aggrieved Employees one additional hour of
28 pay at their regular rate as required by California law, including Labor Code section 226.7 and the

1 applicable IWC wage order, for each day on which lawful rest periods were not authorized and
2 permitted.

3 32. On information and belief, Defendants also required Plaintiffs and Aggrieved
4 Employees to work off the clock. For instance, Plaintiff, and on information and belief Aggrieved
5 Employees, were required to conduct pre-shift work activities. For example, approximately five
6 (5) times per week, Plaintiff would spend approximately 15 minutes prior to clocking-in cleaning
7 the truck and getting it ready for his shift. This pre-shift activity was required by management.

8 33. Further, Defendants also required Plaintiff and Aggrieved Employees work off the
9 clock to conduct pre-shift work activities like loading the truck with work equipment, for
10 approximately 20-25 minutes prior to clocking-in. Plaintiff would conduct these pre-shift work
11 activities approximately 1-2 times per week. Plaintiff also swept and cleaned the truck prior to
12 clocking in approximately two (2) times per week for approximately 10 minutes. All pre-shift
13 work activities were required by management.

14 34. Plaintiff is informed and believes that Plaintiff and Aggrieved Employees were not
15 compensated for all time worked as Plaintiff and Aggrieved Employees conducted off-the-clock
16 work because Plaintiff and Aggrieved Employees were required to conduct post-shift work
17 activities. For instance, Plaintiff was required by management to clean out the trail of the truck for
18 approximately 10 minutes, three (3) times per week, after clocking out. Plaintiff would also fix a
19 pallet jack and dolly for 10-20 minutes, approximately two (2) times per month, after clocking out.
20 This off-the-clock work was required by management. Defendants failed to compensate Plaintiff
21 for all work performed.

22 35. Defendants also failed to pay Plaintiff and Aggrieved Employees for off-the-clock
23 work required for COVID screenings. The COVID screenings consisted of temperature checks
24 and symptom questions for a few minutes prior to clocking in. Additionally, Plaintiff and
25 Aggrieved Employees were required to be COVID tested one (1) hour prior to clocking in.
26 Finally, Plaintiff was required to get his COVID vaccine while off the clock.

27 36. Defendants also failed to provide accurate, lawful itemized wage statements to
28 Plaintiff and the Aggrieved Employees in part because of the above specified violations including

1 Defendants' failure to identify the hourly rate of pay and the hours worked to calculate Plaintiff's
2 and Aggrieved Employees' compensation. In addition, upon information and belief, Defendants
3 omitted an accurate itemization of the premiums due and owing for meal period violations and
4 also gross pay and net pay figures from Plaintiff and the Aggrieved Employees' wage statements.

5 37. Defendants failed to pay vacation payout at separation as Plaintiff did not his
6 accrued PTO days before his separation from Defendants. Plaintiff did not receive any of his
7 accrued vacation/PTO balance at the time of separation, despite accruing two weeks of vacation
8 per year. Thus, Defendants failed to provide Plaintiff with his vacation payout at separation.

9 38. Defendants also failed to pay Plaintiff and Aggrieved Employees on call time and
10 reporting time pay. For instance, Plaintiff was required to be on-call for his shifts. Often, Plaintiff
11 would be told to come in on the same day, and within one (1) hour of his shift start time,
12 Defendants would tell Plaintiff not to come in. Often times Plaintiff would report to work and be
13 sent home within the first two (2) hours due to lack of work. Defendants did not pay reporting
14 time pay.

15 39. On information and belief, during the relevant time frame, Defendants failed to
16 adequately reimburse Plaintiff and Aggrieved Employees for business expenditures incurred for
17 the required use of personal cell phones. Plaintiff was required to use his personal cell phone on a
18 daily basis for every shift, for work related purposes, like calling and texting with dispatch,
19 supervisors, and his boss. Further, Plaintiff used his phone for ADP and navigation purposes on
20 average 10 hours per day. Such business expenditures incurred were incurred in direct
21 consequence of Plaintiff's and Aggrieved Employees' duties pursuant to Labor Code § 2802.
22 Despite this personal cell phone use for work related purposes, Defendants failed to reimburse
23 Plaintiff and Aggrieved Employees for such business expenditures.

24 40. Further, Defendants also failed to reimburse Plaintiff and Aggrieved Employees for
25 the purchase of their Company uniforms. Defendants required Plaintiff and Aggrieved Employees
26 wear company uniforms consisting of a shirt with a company logo and a hat with a company logo.
27 Defendants deducted the cost of the uniforms from Plaintiff's paycheck, failing to reimburse
28 Plaintiff and requiring he pay out-of-pocket for the required uniforms.

1 41. Defendants also failed to reimburse Plaintiff for uniform maintenance. Plaintiff was
2 required to pay out-of-pocket for the maintenance and laundering of his uniform.

3 42. On information and belief, during the relevant time frame, Defendants failed to
4 adequately reimburse Plaintiff and Aggrieved Employees for business expenditures incurred for
5 mileage. For instance, Plaintiff was not reimbursed mileage from San Leandro terminal to
6 Redding and Ontario. Defendants failed to pay Plaintiff per diem for overnight trips to Redding
7 and Ontario as well.

8 43. Further, Defendants failed to reimburse Plaintiff and Aggrieved Employees for the
9 purchase of protective gear during the COVID time period. For instance, Plaintiff was required to
10 purchase masks and hand sanitizer, which Defendants failed to reimburse.

11 44. On information and belief, during the relevant time frame, Defendants failed to
12 adequately reimburse Plaintiff and Aggrieved Employees for business expenditures incurred for
13 mileage. For instance, Plaintiff was not reimbursed mileage from San Leandro terminal to
14 Redding and Ontario. Defendants failed to pay Plaintiff per diem for overnight trips to Redding
15 and Ontario as well.

16 45. Plaintiff is informed and believes, and thereon alleges, that at all times herein
17 mentioned, Defendants knew that at the time of termination of employment (or within 72 hours
18 thereof for resignations without prior notice as the case may be) they had a duty to accurately
19 compensate Plaintiff and Aggrieved Employees for all wages owed including minimum wages,
20 meal period premiums, and that Defendants had the financial ability to pay such compensation,
21 but willfully, knowingly, recklessly, and/or intentionally failed to do so in part because of the
22 above-specified violations.

23 46. Defendants have failed to pay Plaintiff his final wages owed. Plaintiff resigned
24 from his position on April 8, 2025 and did not receive his final pay. To date, Defendants have not
25 paid Plaintiff his final wages owed, despite owing Plaintiff pay for his final pay period worked.

26 47. Upon information and belief, Defendants knew and or should have known that it is
27 improper to implement policies and commit unlawful acts such as:

28 (a) requiring employees to work in excess of five (5) hours or ten (10) hours per day

1 without being provided an uninterrupted thirty-minute meal period and/or a second meal period,
2 and without compensating employees with one (1) hour of pay at the regular rate of compensation
3 for each workday that such a meal period was not provided;

4 (b) requiring employees to work four (4) hours or a major fraction thereof without
5 being provided a minimum ten (10) minute rest period and without compensating the employees
6 with one (1) hour of pay at the employees' regular rate of compensation for each workday that a
7 rest period was not provided;

8 (c) failing to pay Plaintiff and Aggrieved Employees for all wages including overtime
9 wages owed;

10 (d) failing to timely pay Plaintiff and Aggrieved Employees at separation;

11 (e) failed to pay out vested vacation pay;

12 (f) failing to pay reporting time pay;

13 (g) failing to provide accurate itemized wage statements; and

14 (h) failing to reimburse business expenses.

15 48. In addition to the violations above, and on information and belief, Defendants knew
16 they had a duty to compensate Plaintiff and Aggrieved Employees for the allegations asserted
17 herein and that Defendants had the financial ability to pay such compensation, but willfully,
18 knowingly, recklessly, and/or intentionally failed to do so.

19 **V. REPRESENTATIVE CLAIMS**

20 **THE PRIVATE ATTORNEYS GENERAL ACT- LABOR CODE §§ 2698 et seq.**

21 49. Plaintiff incorporates by reference and re-alleges each and every allegation
22 contained above, as though fully set forth herein.

23 50. On January 13, 2025, Plaintiff complied with notice requirements pursuant to
24 Labor Code section 2699.3. A copy of the letter sent to the LWDA is attached hereto as **Exhibit**
25 **A**, indicating that the LWDA and Defendants were put on notice of the claims alleged here and
26 that the notice requirement has been satisfied. Sixty-five days have passed and the LWDA has not
27 indicated intent to investigate the claims. Therefore, Plaintiff may proceed with this action in a
28 representative capacity. The substance and violations set forth in this Complaint of which the

1 LWDA was provided timely notice, Plaintiff has also sent a copy of this PAGA Representative
2 Action Complaint to the LWDA.

3 51. Plaintiff is an aggrieved employee as defined in Labor Code Section 2699(a).
4 Plaintiff brings this cause of action on behalf of all current and former California Non-Exempt
5 Employees of Defendants.

6 52. Pursuant to Labor Code section 2699(a) Plaintiff seek to recover civil penalties for
7 which Defendants are liable due to numerous Labor Code violations as set forth in this Complaint,
8 including without limitation Labor Code section 201-203, 510, 223, 226.7, 226, 226.3, 227.3, 246,
9 512, 1174, 1174.5, 1175, 1194, 1197, 1197.1, 2802, and 2698 *et seq.*, applicable IWC Wage
10 Orders and California Code of Regulations, Title 8, section 11000 *et. seq.*

11 53. At all times relevant, Plaintiff and all other aggrieved employees regularly
12 performed non-exempt work in excess of 50% of the time, and thus, were subject to the meal and
13 rest break requirements of the applicable IWC wage order and the Labor Code.

14 54. Defendants violated Labor Code section 200, 558, 1194, 1197, by failing to
15 accurately pay at least minimum wages due as a result as a result of the methodology of
16 Defendants' piece-rate payment scheme, and for Defendants' failure to compensate Plaintiff and
17 Aggrieved Employees for the off-the-clock work performed as discussed above.

18 55. Defendants violated Labor Code section 510, and 1194 by failing to accurately pay
19 overtime wages owed as discussed above Defendants' failure to account for work time performed
20 off-the-clock by Plaintiff and Aggrieved Employees and due to Defendants' piece-rate payment
21 scheme. Defendants also failed to include all forms of remuneration into the regular rates of pay
22 for overtime calculation purposes as discussed above. Therefore, Defendants violated section 510,
23 and 1194 by not compensating its Non-Exempt Employees for work performed in excess of eight
24 (8) hours in a day or forty (40) hours in a work week. Section 510 of the Labor Code codifies the
25 right to overtime compensation at the rate of one and one-half times the regular rate of pay for all
26 hours worked in excess of eight (8) hours in a day or forty (40) hours in a work week and to
27 overtime compensation twice the regular rate of pay for hours worked in excess of twelve (12)
28 hours in a day or in excess of eight (8) hours in a day on the seventh day of work in a particular

1 work week

2 56. Defendants failed to provide Plaintiff and all other aggrieved employees
3 uninterrupted duty-free meal periods of not less than thirty (30) minutes. Defendants implemented
4 and enforced policies of on duty meal period practices which required employees to work during
5 their meal periods, to forego their meal periods, and/or to return to work from meal periods prior
6 to thirty (30) uninterrupted minutes. As a proximate result of the aforementioned violations,
7 Plaintiff and all other aggrieved employees have been damaged in an amount according to proof at
8 time of trial.

9 57. Plaintiff, and on information and belief, all aggrieved employees, were
10 systematically not permitted or authorized to take ten-minute rest periods for every four hours
11 worked or major fraction thereof, which is a violation of the Labor Code and IWC wage order.
12 Plaintiff and on information and belief, aggrieved employees, were not compensated with one
13 hour of wages for every day in which a rest period was missed or untimely as a result of
14 Defendants' policies, practices, or work demands. By failing to authorize and permit a ten-minute
15 rest period for every four hours or major fraction thereof worked per day by its Non-Exempt
16 Employees, and by failing to provide compensation for such non-provided or shortened rest
17 periods, as alleged above, Defendants willfully violated the provisions of Labor Code sections
18 226.7, 512 and the applicable IWC Wage Order.

19 58. Defendants also willfully violated Labor Code sections 201-203 by failing to
20 provide all owed wages at separation from employment. Labor Code sections 201 and 202 require
21 Defendants to pay their employees all wages due either at time of firing, or within seventy-two
22 (72) hours of voluntary separation, if not sooner. Section 203 of the Labor Code provides that if
23 an employer willfully fails to timely pay such wages the employer must, as a penalty, continue to
24 pay the subject employee's wages until the back wages are paid in full or an action is commenced.
25 The penalty cannot exceed 30 days of wages.

26 59. Plaintiff and all other aggrieved employees who were separated from employment
27 are entitled to compensation for all forms of wages earned, including but not limited to
28 compensation regular and overtime wages, and for non-provided meal periods, but to date have

1 not received such compensation, therefore entitling them to penalties under PAGA for violations
2 of Labor Code sections 201-203.

3 60. On information and belief, Defendants willfully failed to pay all wages due and
4 owing upon separation from employment. These wages include regular and overtime wages, and
5 meal and rest period premiums.

6 61. On information and belief, Defendants failed to provide accurate itemized wage
7 statements which failed to include the rate of pay and total hours worked per pay period, failed to
8 account for all hours worked, including overtime, and lastly the accurate accounting of, the lawful
9 meal and rest period premiums due and owing to Plaintiff and the aggrieved employees, pursuant
10 to Labor Code section 226(a).

11 62. Defendants have failed to pay Plaintiff and Aggrieved Employees vested vacation
12 pay at separation.

13 63. Defendants have failed to provide Plaintiff and Aggrieved Employees rates of pay
14 and the hours for which they worked for any given pay period.

15 64. Defendants have failed to accurately record all time worked.

16 65. Defendants have also failed to accurately record the meal period premiums owed
17 and all wages owed per pay period.

18 66. Plaintiff and Aggrieved Employees have been injured as they were unable to
19 determine whether they had been paid correctly for all hours worked per pay period among other
20 things.

21 67. Pursuant to Labor Code section 226.3, any employer who violates subdivision (a)
22 of Section 226 shall be subject to a civil penalty in the amount of two hundred fifty dollars (\$250)
23 per employee per violation in an initial citation and one thousand dollars (\$1,000) per employee
24 for each violation in a subsequent citation, for which the employer fails to provide the employee a
25 wage deduction statement or fails to keep the records required in subdivision (a) of Section 226.

26 68. On information and belief, Defendants failed to reimburse Plaintiff and Aggrieved
27 Employees for business expenses incurred as described above. Labor Code § 2802 requires
28 Defendants to indemnify Plaintiff and Aggrieved Employees for necessary expenditures incurred

1 in direct consequences of the discharge of his or her duties. Despite these realities of the job,
2 Defendants failed to provide reimbursements.

3 69. Labor Code §2804 states in pertinent part: “Any contract or agreement, express or
4 implied, made by any employee to waive the benefits of this article or any part thereof is null and
5 void, and this article shall not deprive any employee or his or her personal representative of any
6 right or remedy to which he is entitled under the laws of this State.

7 70. Labor Code section 1197 makes it unlawful to pay an employee less than the
8 minimum wage as established by the Industrial Welfare Commission.

9 71. Labor Code section 1198 provides that the maximum hours of work and the
10 standard conditions of labor fixed by the commission shall be the maximum hours of work and the
11 standard conditions of labor by the commission shall be the maximum hours of work and the
12 standard conditions of labor for employees. The employment of any employee for longer hours
13 than those fixed by the order or under conditions of labor prohibited by the order is unlawful.

14 72. Additionally, Defendants have no accurate records relating to aggrieved
15 employees’ work periods, meal periods, total daily hours worked, total hours worked per payroll
16 period and applicable pay rates, in violation of Wage Order. Similarly, Defendants failed to
17 maintain accurate records relating to hours worked daily in violation of Labor Code sections
18 1174(d), 1174.5.

19 73. As a result of Defendants' unlawful conduct, Plaintiff and Aggrieved employees are
20 entitled to penalties to the extent they were not paid at the prevailing wage rate for all hours
21 worked.

22 74. Plaintiff and the Representative Aggrieved Employees are entitled to recover
23 Penalties and attorneys’ fees and costs under Labor Code section 2698 et. seq.

24 **PRAYER FOR RELIEF**

25 WHEREFORE, Plaintiff prays for judgment against Defendants, as follows:

- 26 1. For penalties according to proof, pursuant to Labor Code §§ 2698 et seq.;
- 27 2. For reasonable attorneys’ fees and costs; and
- 28 3. For such other and further relief as the Court deems proper.

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Dated: November 12, 2025

JAMES HAWKINS APLC

By: _____
JAMES R. HAWKINS, ESQ.
GREGORY MAURO, ESQ.
MICHAEL CALVO, ESQ.
LAUREN FALK, ESQ.
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behalf of the general public as private attorney
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