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Attorneys for Plaintiff DANNY BROOKS
and all others similarly situated and aggrieved

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

DANNY BROOKS, an individual, on behalf of
himself and all others similarly situated and
aggrieved,

Plaintiff,

vs.

TRANS XPRESS LINE INC., a California
Corporation; and DOES 1 to 10, inclusive,

Defendants.

Case No.: 23STCV25428

**CLASS AND PAGA REPRESENTATIVE
ENFORCEMENT ACTION COMPLAINT**

- (1) FAILURE TO PAY MINIMUM WAGES;**
- (2) FAILURE TO FURNISH TIMELY AND
ACCURATE WAGE STATEMENTS;**
- (3) FAILURE TO REIMBURSE NECESSARY,
BUSINESS-RELATED EXPENSES;**
- (4) FAILURE TO MAINTAIN REQUIRED
RECORDS;**
- (5) FAILURE TO PAY ALL WAGES OWED
UPON SEPARATION;**
- (6) VIOLATION OF CALIFORNIA'S UNFAIR
COMPETITION LAW ("UCL"), BUS. &
PROF. CODE §§ 17200; ET SEQ.; and**
- (7) CIVIL PENALTIES FOR VIOLATIONS OF
LABOR CODE, PURSUANT TO
CALIFORNIA'S PRIVATE ATTORNEYS
GENERAL ACT ("PAGA"), §§ 2698, ET SEQ.**

DEMAND FOR JURY TRIAL

1 Plaintiff DANNY BROOKS (“BROOKS”), on behalf of himself and all others similarly situated
2 and aggrieved, by and through his undersigned attorneys, files this Class Action and Private Attorneys
3 General Act of 2004 (“PAGA”) Representative Action Complaint against Defendant TRANS XPRESS
4 LINE INC. (“TRANS XPRESS”), a California Corporation; and DOES 1 through 10 inclusive (“Doe
5 Defendants”) (collectively with TRANS XPRESS, “Defendants”), respectfully alleges as follows:

6 **I. NATURE OF THE ACTION**

7 1. This is a class action and PAGA action for wage and hour Labor Code violations arising out
8 of, among other things, Defendants’ failure to pay minimum wages for all compensable hours worked;
9 failure to furnish timely, accurate wage statements; failure to maintain required payroll records; failure
10 to pay all wages owed upon separation; and failure to reimburse all necessary, business-related
11 expenses incurred in the course of employment.

12 2. As more fully set forth herein, Defendants failed to pay minimum wages, including but not
13 limited to all nonproductive time for rest breaks and pre-post trip inspections and time worked off-the-
14 clock before shifts started and after they ended; failed to issue timely and accurate wage statements;
15 failed to maintain accurate timekeeping and payroll records; failed to pay all wages owed upon
16 separation; failed to reimburse all necessary, business-related expenses for personal cellphone use;
17 violated California’s Unfair Competition Law, Business and Professions Code, sections 17200; *et seq.*
18 and for civil penalties for the aforementioned violations of the Labor Code, pursuant to California’s
19 Private Attorneys General Act of 2004 (“PAGA”) §§ 2698, *et seq.*

20 3. Plaintiff seeks to represent the following Class¹:

21 All current and former employee drivers working in California
22 for TRANS XPRESS LINE INC. at any time beginning four
23 (4) years prior to the filing of the Complaint through the
24 present (the “Class Period”).
25

26
27 ¹ Plaintiff reserves the right under California Rules of Court, Rule 3.765, to amend or modify the Class
28 description with greater particularity or further division into subclasses or limitation to particular issues. Subsumed within this Class are all “Aggrieved Persons,” though limited to the relevant liability period under PAGA.

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5. A substantial amount of Plaintiff DANNY BROOKS' work for Defendants took place within Los Angeles County, California, including routes to Defendants' customers in Compton (e.g., Best Buy, 230 Towne Center Drive, Compton, California 90220), Vernon, Van Nuys, and City of Industry. All of this work that took place within Los Angeles County that Plaintiff performed involved the acts and/or omissions complained of in this Complaint, including, but not limited to, Defendants' failure to pay minimum wages for nonproductive, off-the-clock time spent preparing for work at the start of a shift; rest breaks; pre- and post-trip inspections; waiting time; and nonproductive, off-the-clock time spent wrapping up tasks at the end of a shift. *See Owens v. Paraco, Inc.* (1958) 160 Cal.App.2d 824, 825–26 (holding that venue in a wage and hour case was proper in the county where the plaintiff performed the work even though the defendant's principal place of business was elsewhere).

III. PARTIES

8. Defendant TRANS XPRESS LINE INC. (“TRANS XPRESS”) is a California Corporation licensed to do and doing business in the State of California. At all times relevant during the Class Period, Defendant had and has a registered agent for service of process at 6317 Grant Wood Street, Bakersfield, California 93312. Defendant TRANS XPRESS is and has been at various relevant times a

1 California Corporation engaged in the transportation industry. Upon information and belief, TRANS
2 XPRESS has agreements with various customers to provide those customers services within Los
3 Angeles County and other California counties as well as across the United States that require TRANS
4 XPRESS to transport property to specified locations within Los Angeles County, within greater
5 California, as well as extraterritorially. TRANS XPRESS has one yard located in Bakersfield,
6 California but has conducted and transacted business at all times relevant to this lawsuit in, among other
7 places, the County of Los Angeles in the State of California.

8 9. Plaintiff is ignorant of the true names, capacities, relationships, and extent of participation
9 in the conduct alleged herein of Doe Defendants sued as Does 1-10, inclusive, but is informed and
10 believes that Doe Defendants are legally responsible for the conduct alleged herein and therefore sues
11 Doe Defendants by such fictitious names. Plaintiff will seek leave to amend this Complaint to allege
12 both the true names and capacities of Doe Defendants when ascertained. Plaintiff is informed and
13 believes, and thereon alleges, that at all times mentioned herein, all Defendants, including Doe
14 Defendants, and each of them, were agents, servants, employees, successors in interest, and/or joint
15 venturers of their co-Defendants and were, as such, acting within the course and scope of said agency,
16 employment, partnership, joint venture, conspiracy, or enterprise, and with the express and/or implied
17 permission, knowledge, consent, authorization and ratification of their co-defendants; however, each of
18 these allegations are deemed “alternative” theories whenever not doing so would result in a
19 contradiction with other allegations. Plaintiff is informed and believes that each Defendant acted in all
20 respects pertinent to this action as the agent of the other Defendant, carried out a joint scheme, business
21 plan, or policy in all respects pertinent hereto, and that the acts of each Defendant are legally
22 attributable to each of the other Defendant.

23 **IV. FACTS COMMON TO ALL CAUSES OF ACTION**

24 10. Defendants are a 24/7 dry-bed, international freight trucking company that provides various
25 transportation services to customers throughout California and across the United States.

26 11. At all times during the Class Period, Defendants employed Plaintiff and Class Members as
27 truck drivers paid a piece rate for each mile driven.

28 12. At all times during the Class Period, Defendants employed Plaintiff and the Class as

employee drivers who were engaged in transporting cargo from Defendants' warehouses to retail stores and beverage companies intra- and interstate.

13. At all times during the Class Period, Plaintiff and Class Members spent time working performing nonproductive activities, including pre- and post-trip inspections, completing paperwork and answering phone calls from dispatch and the owner while off-the-clock in the sleeper berth, ten-(10) minute rest breaks, detention time, and waiting time.

14. At all times during the Class Period, Defendants failed to pay Class Members for all hours worked, namely, for nonproductive, off-the-clock time, including but not limited to pre- and post- trip inspections, completing paperwork, answering phone calls from dispatch and the owner, rest breaks, detention time, and waiting time. This unrecorded compensable time occurred every single shift Plaintiff worked, because he abided by Defendants' noncompliant policies to not record and capture that nonproductive time. Defendants affirmatively instructed Plaintiff and Class Members to clock in only after completing these compensable tasks, so Defendants knew this compensable time was not being recorded, meaning Defendants willfully failed to record and maintain accurate timekeeping and, therefore, payroll records. So, all of this off-the-clock time was neither recorded nor ultimately compensated, even though all of that nonproductive time is compensable under California law. Thus, Defendants do not maintain required records, do not issue accurate paystubs, nor do Defendants pay Plaintiff and Class Members minimum wage in accordance with California law.

15. Defendants fail to provide Plaintiff and Class Members timely, accurate wage statements that reflect their total number of nonproductive, compensable hours worked. The applicable rate is not listed and the total hours worked during the pay period is not listed, while trips were performed during that time. As such, nonproductive, compensable time was worked during that period, but no time is reflected on their paystubs nor were Plaintiff and Class Members paid for that time. Accordingly, Defendants failed to provide accurate wage statements to Plaintiff and Class Members identifying all hours worked and all rates in effect during the pay period.

16. At all times during the Class Period, Defendants failed to reimburse Plaintiff and Class Members for the necessary, business-related expenses they incurred, including but not limited to, cell phone service charges. Class Members were required to use their cell phones during the course of

1 employment to navigate to their delivery destinations, track electronic logging information, and
2 communicate with dispatch. Defendants provided no alternative option for navigating, tracking
3 electronic log information, nor for communicating with dispatch en route, all aspects of which Plaintiff
4 and Class Members were required to do in discharging their duties. As such, Plaintiff and Class
5 Members were required to use their personal cell phones to carry out those functions.

6 17. As the payor of Plaintiff and Class Members' paychecks and reimbursements, Defendants
7 knew that Plaintiff and Class Members were not reimbursed for the use of their personal cell phones,
8 while also knowing that Plaintiff and Class Members were using their personal cell phones to
9 communicate with dispatch and navigate along their routes. Further, "strong public policy" favoring
10 indemnification of these expenses does not require employees to request reimbursement of said
11 expenses when an employer knows its employees are incurring these expenses in discharging their
12 duties.

13 18. At all times during the Class Period, Defendants failed to pay Plaintiff and other similarly
14 situated Class Members who separated from Defendants all of Plaintiff's and those Class Members'
15 final wages upon separation. The outstanding final wages owed are in the form of unpaid minimum
16 wages accrued over time as described herein.

17 19. Defendants failed to pay Plaintiff all wages due at the time of his separation on or around
18 June 27, 2023. Because of the nature of his voluntary separation, all wages were owed to Plaintiff
19 within 72 hours of his separation but were not paid by that time. Those unpaid wages—which remain
20 outstanding—relate to the unpaid minimum wages described herein, which Defendants willfully failed
21 to pay since Defendants knew the hours worked each shift were not recorded pursuant to Defendants'
22 policy regarding when Plaintiff and Class Members are required to clock in and out.

23 20. Defendants' conduct, as alleged herein, has caused Plaintiff and Class Members damages
24 including, but not limited to, loss of wages and compensation. Defendants are liable to Plaintiff and the
25 Class for failing to pay minimum wages; failing to provide timely and accurate wage statements; failing
26 to maintain all required payroll records; failing to reimburse all necessary business-related expenses;
27 failing to pay all wages owed upon separation; and unfair competition.

28 21. Plaintiff is a member of and seeks to be the representative for the Class of similarly situated

employees who all have been exposed to, have suffered, and/or were permitted to work under, Defendants' unlawful employment practices as alleged herein.

22. At all relevant times, Defendants have been, and continue to be, a "person" as that term is defined under California Business & Professions Code section 17021 and California Labor Code sections 1-29.5.

23. Plaintiff has complied with the procedures for bringing suit specified in California Labor Code section 2699.3. By letter dated June 28, 2023, Plaintiff gave written notice by certified mail to the Labor and Workforce Development Agency ("LWDA"), and Defendants, of the specific provisions of the Labor Code alleged to have been violated, including the facts and theories to support the alleged violations.

V. CLASS DEFINITIONS AND CLASS ALLEGATIONS

24. Plaintiff brings this action on behalf of himself and all others similarly situated and as a Class Member defined as follows:

All current and former employee drivers who worked for TRANS XPRESS LINE INC. in California at any time beginning four (4) years prior to the filing of the Complaint through the present (the "Class Period").

25. Plaintiff reserves the right to amend or otherwise alter the Class definition presented to the Court at the appropriate time, or to propose or eliminate subclasses, in response to facts learned through discovery, legal arguments advanced by Defendants, or otherwise.

26. This action has been brought and may be properly maintained as a class action pursuant to the provisions of California Code of Civil Procedure section 382 (hereinafter "section 382") and other applicable law.

27. **Numerosity of the Class:** Pursuant to section 382, Class Members are so numerous that their individual joinder is impracticable. Plaintiff estimates, on information and belief, that there are at least 100 current and former similarly situated employee Class Members of Defendants employed as drivers in California during the Class Period. The precise number of Class Members and their addresses are known to Plaintiff or will be known to Plaintiff through discovery. Class Members may be notified of the pendency of this action by mail, electronic mail, the Internet, or published notice.

1 28. **Existence of Predominance of Common Questions of Fact and Law:** Pursuant to
2 section 382, common questions of law and fact exist as to all Class Members. These questions
3 predominate over any questions affecting only individual Class Members. These common legal and
4 factual questions include:

5 a. Whether Plaintiff and each Class Member were not paid minimum wage for all
6 nonproductive time worked or part thereof during which they were required to perform acts
7 at the direction and for the benefit of Defendants;

8 b. Whether Defendants engaged in a pattern or practice of failing to pay Plaintiff
9 and Class Members who worked as drivers in California for the total compensable hours
10 worked during the Class Period;

11 c. Whether Defendants violated California Labor Code section 2802 by failing to
12 reimburse Plaintiff and Class Members for all necessary business-related expenses they
13 incurred;

14 d. Whether Defendants engaged in unfair practices and violated California Business
15 and Professions Code, sections 17200; *et seq.* by failing to pay all wages owed and to
16 reimburse Plaintiff and Class Members with all necessary, business-related expenses;

17 e. Whether Defendants maintained accurate time records of all hours worked,
18 including all non-productive time during the Class Period in accordance with IWC Wage
19 Order No. 9-2001(7);

20 f. Whether Defendants violated California Labor Code section 226(a) by failing to
21 issue accurate itemized wage statements to Plaintiff and Class Members that included all
22 compensable hours worked among other piece-rate wages earned throughout the Class
23 Period;

24 g. Whether Defendants violated California Labor Code section 226 by issuing
25 inaccurate itemized wage statements to Plaintiff and Class Members that failed to
26 accurately state the total nonproductive hours worked, to the detriment of Plaintiff and the
27 Class;

28 h. Whether Defendants violated California Labor Code section 226 by failing to

maintain timekeeping and payroll records based on it failing to timely produce Plaintiff and Class Members' payroll records upon written request;

i. Whether Defendants violated California Labor Code sections 218.5, 1197, and 1198 by failing to compensate Plaintiff and Class Members for those acts Defendants required Plaintiff and Class Members to perform for the benefit of Defendants; and

j. The nature and extent of classwide injury and measure of damages for the injury.

29. **Typicality**: Plaintiff's claims are typical of the claims of the members of the Class he represents because Plaintiff, as a driver of Defendants, was exposed and subjected to the same unlawful business practices as other drivers employed by Defendants during the Class Period. Plaintiff and the members of the Class he represents sustained the same types of damages and losses.

30. **Adequacy**: Plaintiff is an adequate representative of the Class he seeks to represent because his interests do not conflict with the interests of the members of the Class Plaintiff seeks to represent. Plaintiff has retained counsel competent and experienced in complex class action litigation and Plaintiff intends to prosecute this action vigorously. The interests of Class Members will be fairly and adequately protected by Plaintiff and his counsel.

31. **Superiority and Substantial Benefit**: The class action is superior to other available means for the fair and efficient adjudication of Plaintiff's and Class Members' claims. The damages suffered by each individual Class Member may be limited. Damages of such magnitude are small given the burden and expense of individual prosecution of the complex and extensive litigation necessitated by Defendants' conduct. Further, it would be virtually impossible for Class Members to redress the wrongs done to them on an individual basis. Even if Class Members themselves could afford such individual litigation, the court system could not. Individualized litigation increases the delay and expense to all parties and the court system, due to the complex legal and factual issues of the case. By contrast, the class action device presents far fewer management difficulties, and provides the benefits of single adjudication, economy of scale, and comprehensive supervision by a single court.

32. The Class should also be certified because:

a. The prosecution of separate actions by individual Class Members would create a risk of inconsistent or varying adjudications for individual Class Members, which would

1 establish incompatible standards of conduct for Defendants;

2 b. The prosecution of separate actions by individual Class Members would create a
3 risk of adjudication with respect to them, which would, as a practical matter, be dispositive
4 of the interests of the other Class Members not parties to the adjudications, or substantially
5 impair or impede their ability to protect their interests; and

6 c. Questions of law and of fact common to Class Members predominate over any
7 questions affecting only individual members.

8 **VI. FIRST CAUSE OF ACTION**

9 **Failure to Pay Minimum Wages**

10 **Violation of California Labor Code §§ 510, 1194, 1194.2, and 1197; Wage Order No. 9-2001, § 4**

11 **(Brought by Plaintiff on Behalf of Himself and the Class Against All Defendants)**

12 33. Plaintiff re-alleges and incorporates all preceding paragraphs as if fully set forth herein.

13 34. California Labor Code section 510 provides in pertinent part, “Eight hours of labor
14 constitutes a day’s work. Any work in excess of eight hours in one workday and any work in excess of
15 40 hours in any one workweek and the first eight hours worked on the seventh day of work in any one
16 workweek shall be compensated at the rate of no less than one and one-half times the regular rate of pay
17 for an employee. Any work in excess of 12 hours in one day shall be compensated at the rate of no less
18 than twice the regular rate of pay for an employee. In addition, any work in excess of eight hours on
19 any seventh day of a workweek shall be compensated at the rate of no less than twice the regular rate of
20 pay of an employee.”

21 35. California Labor Code section 1197 provides in pertinent part that “The minimum wage for
22 employees fixed by the commission or by any applicable state or local law, is the minimum wage to be
23 paid to employees, and the payment of a lower wage than the minimum so fixed is unlawful.”

24 36. California Labor Code section 1194(a) provides, “Notwithstanding any agreement to work
25 for a lesser wage, any employee receiving less than the legal minimum wage or the legal overtime
26 compensation applicable to the employee is entitled to recover in a civil action the unpaid balance of
27 the full amount of this minimum wage or overtime compensation, including interest thereon, reasonable
28 attorney’s fees, and costs of suit.”

1 37. California Labor Code section 1194.2 provides in pertinent part, “In any action under
2 Section 98, 1193.6, 1194, or 1197.1 to recover wages because of the payment of a wage less than the
3 minimum wage fixed by an order of the commission or by statute, an employee shall be entitled to
4 recover liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon.”

5 38. Pursuant to IWC Wage Order No. 9-2001, “hours worked” includes “the time during which
6 an employee is subject to the control of an employer, and includes all the time the employee is suffered
7 or permitted to work, whether or not required to do so.”

8 39. Pursuant to California Labor Code section 1182.12(b)(1) and IWC Wage Order No. 9-
9 2001(4), Plaintiff and Class Members who worked for TRANS XPRESS, an employer who employs at
10 least 26 employees, were entitled to receive not less than twelve dollars (\$12) per hour through
11 December 31, 2019, then thirteen dollars (\$13) per hour through December 31, 2020, fourteen dollars
12 (\$14) per hour through December 31, 2021, then fifteen dollars (\$15.00) per hour through December
13 31, 2022, and then regardless of employer size, fifteen dollars and fifty cents (\$15.50) per hour
14 beginning January 1, 2023 and thereafter.

15 40. At all times relevant during the Class Period, under the provisions of Wage Order No. 9-
16 2001, Plaintiff and each Class Member should have received not less than the minimum wage in a sum
17 according to proof for the time worked, but were not compensated.

18 41. For all hours that Plaintiff and Class Members worked, they are entitled to not less than the
19 California minimum wage and, pursuant to California Labor Code section 1194.2(a) liquidated
20 damages in an amount equal to the unpaid minimum wages and interest thereon. Pursuant to California
21 Labor Code section 1194, Plaintiff and Class Members are also entitled to their attorneys’ fees, costs,
22 and interest according to proof.

23 42. At all times relevant during the Class Period, Defendants willfully failed and refused, and
24 continue to willfully fail and refuse, to pay Plaintiff and Class Members the amounts owed.

25 43. Defendants’ unlawful conduct alleged herein occurred in the course of employment of
26 Plaintiff and all other similarly situated drivers, and Defendants have done so continuously throughout
27 the filing of this Complaint.

28 44. As a direct and proximate result of Defendants’ violation of California Labor Code sections

1 510 and 1197, Plaintiff and Class Members have suffered irreparable harm and money damages
2 entitling them to damages or restitution. Plaintiff, on behalf of himself and all others similarly situated,
3 seeks damages and all other relief allowable including all wages due while working as Defendants’
4 drivers, attorneys’ fees, liquidated damages, prejudgment interest, and as to those employees no longer
5 employed by Defendants, waiting time penalties pursuant to California Labor Code section 200, *et seq.*

6 45. Plaintiff and Class Members are entitled to back pay, pre-judgment interest, liquidated
7 damages, statutory penalties, and attorneys’ fees and costs. Plaintiff and former Class Members are
8 entitled to waiting time penalties pursuant to California Labor Code sections 203 and 1197.1.

9 **VII. SECOND CAUSE OF ACTION**

10 **Failure to Furnish Timely and Accurate Wage Statements**

11 **Upon Payment of Wages in Violation of Cal. Labor Code § 226**

12 **(Brought by Plaintiff on Behalf of Himself and the Class Against All Defendants)**

13 46. Plaintiff hereby re-alleges and incorporates by reference all paragraphs of this Complaint as
14 if fully set forth herein.

15 47. Labor Code section 226(a) sets forth reporting requirements for employers when they pay
16 wages, as follows: “Every employer shall . . . at the time of each payment of wages, furnish his or her
17 employees . . . an itemized statement in writing showing (1) gross wages earned, (2) total hours worked
18 by the employee, except as provided in subdivision (j), (3) the number of piece-rate units earned and
19 any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that
20 all deductions made on written orders of the employee may be aggregated and shown as one item, (5)
21 net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of
22 the employee and only the last four digits of his or her social security number or an employee
23 identification number other than a social security number, (8) the name and address of the legal entity
24 that is the employer and, if the employer is a farm labor contractor, as defined in subdivision (b) of
25 Section 1682, the name and address of the legal entity that secured the services of the employer, and (9)
26 all applicable hourly rates in effect during the pay period and the corresponding number of hours
27 worked at each hourly rate by the employee and, beginning July 1, 2013, if the employer is a temporary
28 services employer as defined in Section 201.3, the rate of pay and the total hours worked for each

1 temporary services assignment. The deductions made from payment of wages shall be recorded in ink
2 or other indelible form, properly dated, showing the month, day, and year, and a copy of the statement
3 and the record of the deductions shall be kept on file by the employer for at least three years at the place
4 of employment or at a central location within the State of California. For purposes of this subdivision,
5 “copy” includes a duplicate of the itemized statement provided to an employee or a computer-generated
6 record that accurately shows all of the information required by this subdivision”

7 48. Labor Code section 226(b) provides that “[a]n employer that is required by this code or any
8 regulation adopted pursuant to this code to keep the information required by subdivision (a) shall afford
9 current and former employees the right to inspect or receive a copy of records pertaining to their
10 employment, upon reasonable request to the employer. . . .”

11 49. Labor Code section 226(e) provides: “An employee suffering injury as a result of a
12 knowing and intentional failure by an employer to comply with subdivision (a) shall be entitled to
13 recover the greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a
14 violation occurs and one hundred dollars (\$100) per employee for each violation in a subsequent pay
15 period, not exceeding an aggregate penalty of four thousand dollars (\$4,000), and shall be entitled to an
16 award of costs and reasonable attorney’s fees.”

17 50. Additionally, Defendants failed to accurately record all rates of pay in effect during the pay
18 period. For instance, on Plaintiff’s paystubs within the statutory period under section 226 do not show
19 an hourly rate listed for “Break Time Pay.” Plaintiff’s and Class Members’ paystubs failed to reflect all
20 time they actually worked based on the compensable time worked prior to clocking in and after
21 clocking out, pursuant to Defendants’ noncompliant timekeeping and compensation policies.

22 51. Defendants also failed to provide all of Plaintiff’s paystubs following his initial written
23 request of June 14, 2023 and follow-up second request of July 11, 2023, both sent prior to the initiation
24 of this lawsuit.

25 52. Plaintiff and Class Members were damaged by these failures because, among other things,
26 the failures hindered Plaintiff and the Class from determining the amounts of wages actually owed to
27 them.

28 53. Plaintiff and Class Members request recovery of Labor Code section 226(e) penalties

1 according to proof, as well as interest, attorneys' fees and costs pursuant to Labor Code section 226(e),
2 in a sum as provided by the Labor Code and/or other statutes.

3 **VIII. THIRD CAUSE OF ACTION**

4 **Failure to Reimburse All Necessary Business-Related Expenses**

5 **Violation of California Labor Code § 2802**

6 **(Brought by Plaintiff on Behalf of Himself and the Class Against All Defendants)**

7 54. Plaintiff re-alleges and incorporates all preceding paragraphs as if set forth fully herein.

8 55. California Labor Code section 2802 provides that "An employer shall indemnify his or her
9 employee for all necessary expenditures or losses incurred by the employee in direct consequence of the
10 discharge of his or her duties, or of his or her obedience to the directions of the employer, even though
11 unlawful unless the employee, at the time of obeying the directions, believed them to be unlawful."

12 56. During the applicable statutory period, Plaintiff and Class Members incurred necessary
13 expenditures and losses in direct consequence of the discharge of their employment duties and their
14 obedience to the directions of Defendants, Defendants did not reimburse Plaintiff and Class Members
15 for these expenditures or losses. Such expenses include, but are not limited to, expenses for cellular
16 phone service.

17 57. Defendants have failed to fully reimburse Plaintiff and Class Members for necessary
18 business-related expenses and losses. Plaintiff and Class Members were required to use their cell
19 phones during the course of employment to navigate to their delivery destinations, track electronic
20 logging information, and communicate with dispatch. Defendants provided no alternative option for
21 navigating, tracking electronic log information, nor for communicating with dispatch en route, all
22 aspects of which Plaintiff and Class Members were required to do in discharging their duties. As such,
23 Plaintiff and Class Members were required to use their personal cell phones to carry out those
24 functions.

25 58. Plaintiff and Class Members are entitled to recover their necessary unreimbursed business-
26 related expenses and losses incurred during the course and scope of their employment, plus interest
27 accrued from the date on which the employee incurred the necessary expenditures at the same rate as
28 judgments in civil actions in the State of California, pursuant to California Labor Code section 2802.

1 **IX. FOURTH CAUSE OF ACTION**

2 **Failure to Maintain Required Records**

3 **in Violation of Cal. Labor Code §§ 226, 1174; IWC Wage Order No. 9-2001, § 6**
4 **(Brought by Plaintiff on Behalf of Himself and the General Public Against All Defendants)**

5 59. Plaintiff hereby re-alleges and incorporates by reference all paragraphs of this Complaint as
6 if fully set forth herein.

7 60. During the Class Period, as part of Defendants' illegal pay roll policies and practices to
8 deprive Plaintiff and Class Members of all wages earned and due, Defendants knowingly and
9 intentionally failed to maintain records as required under California Labor Code sections 226 and 1174,
10 and IWC Wage Order No. 9-2001, section 6, including but not limited to the following records: total
11 daily hours worked by each employee; applicable rates of pay; nonproductive, compensable time; time
12 records showing when each employee begins and ends each work period; and accurate itemized
13 statements.

14 61. IWC Wage Order No. 9-2001, section 6(A)(3) provides that "Every employer shall keep
15 accurate information with respect to each employee including the following: . . . (3) Time records
16 showing when the employee begins and ends each work period. [T]otal daily hours worked shall also be
17 recorded."

18 62. More specifically, in violation of IWC Wage Order No. 9-2001, section 6, Defendants
19 affirmatively instructed Plaintiff and Class Members to clock in only once Plaintiff and Class Members
20 were inside their trucks and had performed certain compensable tasks at the start of their shifts in the
21 form of performing pre-trip inspections and clock out before performing post-trip inspections.

22 63. As a proximate result of Defendants' unlawful actions and omissions, Plaintiff and Class
23 Members have been damaged in an amount according to proof at trial, and are entitled to all available
24 civil penalties, including under section 226.3, and an award of costs, expenses, and reasonable
25 attorneys' fees, including but not limited to those provided in California Labor Code section 226(e), as
26 well as other available remedies.

X. FIFTH CAUSE OF ACTION

Failure to Pay All Wages Due at Separation

Violation of California Labor Code §§ 201–203

(Brought by Plaintiff on Behalf of Himself and the Class Against All Defendants)

64. Plaintiff re-alleges and incorporates all preceding paragraphs as if fully set forth herein.

65. Labor Code section 201 provides, in relevant part, “[I]f an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately.”

66. Labor Code section 202 provides, in relevant part, “[I]f an employee not having a written contract for a definite period quits his or her employment, his or her wages shall become due and payable not later than 72 hours thereafter, unless the employee has given 72 hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.”

67. Section 203 of the California Labor Code provides that if an employer willfully fails to pay compensation promptly upon discharge or resignation, as required by sections 201 and 202, then the employer is liable for penalties in the form of continued compensation up to thirty (30) work days.

68. So, California Labor Code sections 201 and 202 require Defendants to pay all compensation due and owing to former drivers at or around the time employment is terminated. Section 203 of the California Labor Code provides that if an employer willfully fails to pay compensation promptly upon discharge or resignation, as required by sections 201 and 202, then the employer is liable for penalties in the form of continued compensation of up to thirty (30) work days.

69. At all times relevant during the Class Period, Plaintiff and Class Members were employees of Defendants covered by California Labor Code section 203.

70. Pursuant to Labor Code section 201, upon Plaintiff’s and the Class Members’ separation dates, Defendants were required to pay Plaintiff and the Class Members all wages earned.

71. Plaintiff and Class Members were not paid for any of their rest period time nor any other nonproductive time. That is, for the hours Plaintiff and Class Members performed nonproductive work while they were clocked in (rest breaks, waiting time, detention time) and while they were not clocked in (pre- and post-trip inspections, paperwork and calls taken in their sleeper berths), Defendants did not

1 pay Plaintiff and Class Members any minimum wages for this indisputably compensable time.

2 72. At the time of Plaintiff's and the Class Members' respective separation dates, Plaintiff and
3 Class Members had unpaid wages. Defendants willfully failed to pay Plaintiff and other members of
4 the Class who are no longer employed by Defendants for their uncompensated hours, in the form of rest
5 breaks and other nonproductive time upon their separation from employment with Defendants as
6 required by California Labor Code sections 201 and 202. Thus, in violation of Labor Code section 201,
7 Defendants failed to pay Plaintiff and the Class Members the full amount of wages due and owing
8 them, in amounts to be proven at the time of trial, but in excess of the jurisdictional minimum of this
9 Court.

10 73. Defendants willfully failed to pay Plaintiff and former Class Members for their
11 uncompensated hours upon their termination or separation from employment with Defendants as
12 required by California Labor Code sections 201 and 202. As a result, Defendants are liable to Plaintiff
13 and other former Class Members for waiting time penalties amounting to thirty (30) days' wages for
14 Plaintiff and each such Class Member pursuant to California Labor Code section 203.

15 **XI. SIXTH CAUSE OF ACTION**

16 **Violation of California's Unfair Competition Law, Bus. & Prof. Code §§ 17200; *et seq.***

17 **(Brought by Plaintiff on Behalf of Himself and the Class Against All Defendants)**

18 74. Plaintiff re-alleges and incorporates all preceding paragraphs as if fully set forth herein.

19 75. Section 17200 of the California Business and Professions Code (the "UCL") prohibits any
20 unlawful, unfair, or fraudulent business practices.

21 76. Through their action alleged herein, Defendants have engaged in unfair competition within
22 the meaning of the UCL. Defendants' conduct, as alleged herein, constitutes unlawful, unfair, and/or
23 fraudulent business practices under the UCL.

24 77. Defendants' unlawful conduct under the UCL includes, but is not limited to, violating the
25 statutes alleged herein. Defendants' unfair conduct under the UCL includes, but is not limited to,
26 failure to pay Class Members wages and compensation they earned through labor provided, and failing
27 to otherwise compensate or reimburse Class Members, as alleged herein. Defendants' fraudulent
28 conduct includes, but is not limited to, issuing wage statements—in the form of settlement histories—

1 containing false and/or misleading information about the time Class Members worked and the amount
2 of wages or compensation due and failing to pay Class Members for all unreimbursed business
3 expenses and all minimum wages owed.

4 78. Plaintiff has standing to assert this claim because he has suffered injury in fact and has lost
5 money as a result of Defendants' conduct.

6 79. Plaintiff and the Class seek restitutionary disgorgement from Defendants for all unpaid
7 wages and unreimbursed business expenses, to the extent permitted by law.

8 **XII. SEVENTH CAUSE OF ACTION**

9 **For Civil Penalties Pursuant to California's Private Attorneys General Act of 2004 ("PAGA"), §§** 10 **2698, *et seq.*, for Violations of California Labor Code Sections**

11 **(Brought by Plaintiff on Behalf of Himself and the General Public Against All Defendants)**

12 80. Plaintiff hereby re-alleges and incorporates by reference all paragraphs of this Complaint
13 as if fully set forth herein.

14 81. PAGA provides that any provision of law under the Labor Code and applicable IWC Wage
15 Order(s) that provides for a civil penalty to be assessed and collected by California's Labor and
16 Workforce Development Agency ("LWDA") for violations of the California Labor Code and applicable
17 IWC Wage Order(s) may, as an alternative, be recovered by aggrieved employees in a civil action
18 brought on behalf of themselves and other current or former employees pursuant to procedures outlined
19 in California Labor Code section 2699.3.

20 82. PAGA defines an "aggrieved employee" in Labor Code section 2699(c) as "any person who
21 was employed by the alleged violator and against whom one or more of the alleged violations was
22 committed."

23 83. Plaintiff and other current and former employees of Defendants are "aggrieved employees"
24 as defined by Labor Code section 2699(c) in that they are all Defendants' current or former employees
25 and one or more of the alleged violations were committed against them.

26 84. Pursuant to Labor Code sections 2699.3 and 2699.5, aggrieved employees, including
27 Plaintiff, may pursue a civil action arising under PAGA, alleging violations of any provision listed in
28 section 2699.5, after the following requirements have been met:

- a. The aggrieved employee shall give written notice (“Employee’s Notice”) by online filing to the LWDA and by certified mail to the employer of the specific provisions of the California Labor Code alleged to have been violated, including the facts and theories to support the alleged violations;
- b. The Employee’s Notice filed with the LWDA is accompanied by a seventy-five-dollar (\$75) filing fee; and
- c. The LWDA shall provide notice (“LWDA Notice”) to the employer and the aggrieved employees by certified mail that it does not intend to investigate the alleged violation within sixty (60) calendar days of the postmark date of the Employee’s Notice. Upon receipt of the LWDA Notice, or if the LWDA Notice is not provided within sixty-five (65) calendar days of the postmark date of the Employee’s Notice, the aggrieved employees may commence a civil action pursuant to California Labor Code section 2699 to recover civil penalties in addition to any other penalties to which the employees may be entitled.

85. Pursuant to California Labor Code sections 2699.3(c), aggrieved employees, including Plaintiff, may pursue a civil action arising under PAGA for violations of any provision other than those listed in section 2699.5 after the following requirements have been met:

- a. The aggrieved employees shall give written notice by online filing (“Employee’s Notice”) to the LWDA and by certified mail to the employer of the specific provisions of the California Labor Code alleged to have been violated, including the facts and theories to support the alleged violations;
- b. The Employee’s Notice filed with the LWDA is accompanied by a seventy-five-dollar (\$75) filing fee; and
- c. The employer may cure the alleged violation within thirty-three (33) calendar days of the postmark date of the Employee’s Notice. The employer shall give written notice by certified mail within that period of time to the aggrieved employees or representatives and the agency if the alleged violation is cured, including a description of actions taken, and no civil action pursuant to Section 2699 may commence. If the alleged violation is not cured within the 33-day period, the employees may commence a civil action pursuant to

Section 2699.

86. On June 28, 2023, Plaintiff provided written notice by online filing to the LWDA and by certified mail to Defendants of the specific provisions of the California Labor Code alleged to have been violated, including facts and theories to support the alleged violations, in accordance with California Labor Code section 2699.3. Plaintiff's notice to the LWDA was accompanied by the \$75 filing fee. A true and correct copy of Plaintiff's written notice to the LWDA and Defendants dated June 28, 2023 is attached hereto as "**Exhibit 1.**"

87. As of the filing date of the initial complaint, over sixty-five (65) days have passed since Plaintiff sent the LWDA Notice described above, and the LWDA has not responded that it intends to investigate Plaintiff's claims. Defendants have not given notice that it has cured the alleged violations set forth in this Complaint. Thus, Plaintiff has satisfied the administrative prerequisites under California Labor Code section 2699.3(a) and (c) to recover civil penalties against all defendants, in addition to other remedies, for violations of California Labor Code sections 201, 202, 203, 226(a), 1174(d), 1182.12, 1194, 1197, 1197.1, 1198, and 2802.

88. Labor Code section 558(a) provides that "[a]ny employer or other person acting on behalf of an employer who violates, or causes to be violated, a section of this chapter or any provision regulating hours and days of work in any order of the Industrial Welfare Commission shall be subject to a civil penalty as follows: (1) For any initial violation, fifty dollars (\$50) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages. (2) For each subsequent violation, one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages." Labor Code section 558(c) provides that "[t]he civil penalties provided for in this section are in addition to any other civil or criminal penalty provided by law."

89. Defendants, at all times relevant herein, were employers or persons acting on behalf of an employer(s) who violated Plaintiff's and other non-party aggrieved employees' rights by violating various sections of the California Labor Code as set forth above.

90. As set forth below, Defendants have violated numerous provisions of both the Labor Code

1 sections regulating hours and days of work as well as the applicable IWC Wage Order(s), including:

- 2 a. Violations of Labor Code sections 1182.12, 1194, 1197, 1197.1, 1198, and the applicable
3 IWC Wage Order(s) for Defendants' failure to compensate Plaintiff and other Class
4 Members with at least minimum wages for all hours worked as set forth above;
- 5 b. Violations of Labor Code sections 226(a), 1198, and the applicable IWC Wage Order(s)
6 for failure to provide accurate and complete wage statements to Plaintiff and other Class
7 Members as set forth above;
- 8 c. Violations of Labor Code section 2802 for failure to reimburse Plaintiff and other Class
9 Members for all necessary, business-related expenses incurred during employment as set
10 forth above;
- 11 d. Violations of Labor Code sections 1174(d), 1198, and the applicable IWC Wage Order(s)
12 for failure to maintain payroll records. California Labor Code section 1198 provides that
13 the maximum hours of work and the standard conditions of labor shall be those fixed by
14 the Labor Commissioner and as set forth in the applicable IWC Wage Order(s). Section
15 1198 further provides that "[t]he employment of any employees for longer hours than
16 those fixed by the order or under conditions of labor prohibited by the order is unlawful."
17 Pursuant to the applicable IWC Wage Order(s), employers are required to keep accurate
18 time records showing when the employee begins and ends each work period. During the
19 relevant time period, Defendants failed, on a companywide basis, to keep records of
20 accurate start and stop times for Plaintiff and other non-party aggrieved employees in
21 violation of section 1198. California Labor Code section 1174(d) provides that "[e]very
22 person employing labor in this state shall . . . [k]eep a record showing the names and
23 addresses of all employees employed and the ages of all minors" and "[k]eep, at a central
24 location in the state or at the plants or establishments at which employees are employed,
25 payroll records showing the hours worked daily by and the wages paid to, and the number
26 of piece-rate units earned by and any applicable piece rate paid to, employees employed
27 at the respective plants or establishments" During the relevant time period, and in
28 violation of Labor Code section 1174(d), Defendants willfully failed to maintain accurate

1 payroll records for Plaintiff and other non-party aggrieved employees showing the daily
2 hours they actually worked and the wages paid thereto as a result of failing to record the
3 off-the-clock hours that they worked;

4 e. Violations of Labor Code sections 201, 202, and 203 for failure to pay all earned wages
5 upon termination as set forth above;

6 f. Plaintiff and other non-party aggrieved employees are therefore entitled to recover
7 penalties, attorneys' fees, costs, and interest thereupon, pursuant to Labor Code section
8 2699(f)-(g); and

9 g. Any and all additional applicable civil penalties and sums as provided by the California
10 Labor Code and/or other relevant statutes.

11 91. Pursuant to California Labor Code sections 2699(a), 2699.3, 2699.5, and section 558,
12 Plaintiff, acting in the public interest as private attorney generals, seeks assessment and collection of
13 civil penalties for themselves, all other non-party aggrieved employees, and the State of California
14 against all defendants, in addition to other remedies, for violations of California Labor Code sections
15 201, 202, 203, 226(a), 1174(d), 1182.12, 1194, 1197, 1197.1, 1198, and 2802.

16 92. In addition, Plaintiff seeks and are entitled to seventy-five percent (75%) of all penalties
17 obtained under California Labor Code section 2699 to be allocated to the LWDA, for education of
18 employers and employees about their rights and responsibilities under the California Labor Code, and
19 twenty-five percent (25%) to all aggrieved employees.

20 93. Further, Plaintiff is entitled to recover reasonable attorneys' fees and costs pursuant to
21 California Labor Code sections 2699(g)(1), 218.5, 1194(a) and any other applicable statute.

22 **XIII. PRAYER**

23 WHEREFORE, Plaintiff, on behalf of himself and all others similarly situated and also on behalf
24 of the general public, pray for judgment against Defendants as follows:

25 A. An order that this action may proceed and be maintained as a class action;

26 B. For all unpaid minimum wages and liquidated damages due to Plaintiff and each Class
27 Member on their minimum wage claim;

28 C. For continuation wages under California Labor Code section 203;

- 1 D. For statutory penalties under California Labor Code section 226(e);
- 2 E. An order requiring Defendants to comply with California Labor Code section 226(a)
- 3 with respect to all currently employed Class Members;
- 4 F. For reimbursement of business expenses under California Labor Code section 2802;
- 5 G. For all available civil penalties pursuant to California Labor Code sections 210, 225.5,
- 6 226.3, 558, 1174.5, 1197.1 and for violations of California Labor Code sections 201,
- 7 202, 203, 226, 1194, 1197, 1198, and 2802;
- 8 H. For restitutionary disgorgement pursuant to the UCL;
- 9 I. An order enjoining Defendants from further unfair and unlawful business practices in
- 10 violation of Business & Professions Code sections 17200; *et seq.*;
- 11 J. Prejudgment interest at the maximum legal rate;
- 12 K. Reasonable attorneys' fees;
- 13 L. Costs of suit; and
- 14 M. Such other relief as the Court may deem just and proper.
- 15

16 Dated: October 18, 2023

SHEGERIAN & ASSOCIATES, INC.

17
18 By:



Carney R. Shegerian
Anthony Nguyen
Cheryl A. Kenner

Attorneys for DANNY BROOKS and all others
similarly situated and aggrieved

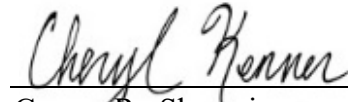
1 **DEMAND FOR JURY TRIAL**

2 Plaintiff demands a trial by jury for himself and Class Members on all claims so triable.

3
4 Dated: October 18, 2023

SHEGERIAN & ASSOCIATES, INC.

5
6 By:



Carney R. Shegerian
Anthony Nguyen
Cheryl A. Kenner

7
8
9 Attorneys for DANNY BROOKS and all others
similarly situated and aggrieved

EXHIBIT 1

June 28, 2023

VIA ONLINE SUBMISSION

Stewart Knox, Secretary
California Labor & Workforce
Development Agency
800 Capitol Mall, Suite 5000 (MIC-55)
Sacramento, CA 95814

VIA CERTIFIED MAIL

Trans Xpress Line Inc.
Attn: Human Resources
22420 Gribben Court
Bakersfield, CA 93314

Trans Xpress Line Inc.
Attn: Human Resources
22356 Rosedale Highway
Bakersfield, CA 93312-9704

Trans Xpress Line Inc.
Attn: Legal Department
6317 Grant Wood Street
Bakersfield, CA 93312

**NOTICE OF LABOR CODE VIOLATIONS PURSUANT TO CALIFORNIA LABOR
CODE SECTION 2698, ET SEQ.**

To: The California Labor and Workforce Development Agency; Trans Xpress Line Inc.

From: Danny Brooks II, on behalf of himself and all other current and former hourly nonexempt employees for violations of the California Labor Code

To Whom It May Concern:

Shegerian & Associates, Inc. has been retained by former employee Danny Brooks II (“Mr. Brooks”) to seek compensation and all other available relief, including civil penalties on his behalf and on the behalf of all those similarly aggrieved (collectively, with Mr. Brooks, “Claimants”) who have been injured by violations of the California Labor Code. Mr. Brooks, on behalf of himself and all other similarly aggrieved current and former hourly nonexempt employees of Trans Xpress Line Inc. (“Trans Xpress”), intends to seek civil penalties, attorneys’ fees, costs, and other available relief for violations of the California Labor Code, which are recoverable under sections 2698, *et seq.* of the Labor Code Private Attorneys General Act of 2004 (“PAGA”).

Factual Statement:

145 S Spring Street, Suite 400
Los Angeles, California 90012

11520 San Vicente Boulevard
Los Angeles, California 90049

6205 Lusk Boulevard, Suite 200
San Diego, California 92121

650 California Street, Suite 4-137
San Francisco, California 94108

90 Broad Street, Suite 804
New York, New York 10004

3764 Elizabeth Street
Riverside, California 92506

Trans Xpress is a 24/7 dry bed, international freight trucking company that delivers cargo to retail stores and beverage companies interstate and in California. Trans Xpress relies on its employee drivers to transport cargo from Trans Xpress' warehouses to Trans Xpress's customers' locations.

Claimant Mr. Brooks worked for Trans Xpress as an hourly, nonexempt employee in the position of driver, earning a piece rate of \$0.16 per mile, paid on a weekly basis. Mr. Brooks' routes involved driving in California, including inside Los Angeles County. Mr. Brooks, on behalf of himself and all other similarly aggrieved current and former employees in various positions drove to the company's customers' warehouse locations to pick-up loads; dropped off loads at customers' locations; and collected and scanned billing paperwork, and then turned in that paperwork to Trans Xpress in California at the end of each route. As part of their employment with Trans Xpress, Claimant and other nonexempt, hourly employees, collectively, "hourly nonexempt employees," are or were assigned to and required to suffer and permitted to work without pay, while performing tasks collectively including, but not limited to (1) driving to different warehouse locations to pick up loads; (2) dropping off loads at customers' locations; (3) picking up loads for backhaul trips; (4) tracking miles via e-logs; (5) completing paperwork; (6) staying in contact with dispatch for new loads and each pick-up/drop-off time scheduled; and (7) collecting, scanning, and turning in bills at the yard at the end of each route.

Claimant Mr. Brooks regularly worked seven shifts of 11-16 or more hours per week. During the entire course of his employment, Trans Xpress has failed and continues to fail to provide Mr. Brooks and those similarly aggrieved with all overtime pay and compliant meal periods and rest breaks. As a consequence, Trans Xpress has failed to comply with Labor Code sections 226.7, 510, and 512, and sections 3, 11, and 12 of all applicable Industrial Welfare Commission ("IWC") Wage Orders, including but not limited to, IWC Wage Order No. 9-2001. Trans Xpress has also failed to pay minimum wages to Mr. Brooks and other hourly nonexempt employees in violation of Labor Code sections 510, 1194, 1197, and 1182.12, and section 4 of IWC Wage Order No. 9-2001. In violation of Labor Code sections 510, 1194, 1197, and 1182.12, Trans Xpress has failed to compensate Claimants at a rate of one and one-half (1.5) times their regular rate for all hours worked over eight (8) hours per workday and the first eight (8) hours worked on the seventh day of a workweek and at two (2) times their regular rate for hours worked over twelve (12) hours per workday and eight (8) hours on the seventh day of a workweek.

Trans Xpress failed and continues to fail to pay all wages owed every pay period in violation of Labor Code section 204. Likewise, Trans Xpress has failed to provide timely, accurate wage statements to Mr. Brooks and continues to do so as to other aggrieved persons in violation of Labor Code section 226(a). With regard to those no longer employed by Trans Xpress, including Mr. Brooks, Trans Xpress violated Labor Code section 203 by failing to pay all wages due upon separation. Mr. Brooks is informed and believes that such violations are ongoing, systematic, and

continuous. Mr. Brooks intends to bring an action against Trans Xpress under the Private Attorneys General Act (“PAGA”) to recover wages and penalties as provided by California law.¹

Theories of Labor Code Violations and Remedies:

Claimant Mr. Brooks was continuously employed by Trans Xpress for over one year as an employee driver from approximately April 16, 2021 through June 27, 2023. The position of driver generally entails (1) driving to different warehouse locations to pick up loads; (2) dropping off loads at customers’ locations; (3) picking up loads for backhaul trips; (4) tracking miles via e-logs; (5) completing paperwork; (6) staying in contact with dispatch for new loads and each pick-up/drop-off time scheduled; and (7) collecting, scanning, and turning in bills at the yard at the end of each route. For a period of at least four (4) years prior to June 2023, but for our purposes here, one (1) year prior, Trans Xpress has failed and continues to fail to pay such employees all overtime wages, yet regularly requires and has required hourly nonexempt employees to work in excess of eight (8) hours per workday and/or forty (40) hours per workweek without adequate pay under Labor Code section 1194.

Claimants also were at all times entitled to payment of minimum wages. Trans Xpress has failed and continues to fail to pay Claimants minimum wages for all hours worked as required by Labor Code sections 510, 1194, and 1194.2 and section 4 of IWC Wage Order No. 9-2001. For instance, Defendant implemented policies and enforced practices requiring Claimants to work off the clock by (1) performing pre- and post-trip inspections, (2) answering phone calls from dispatch and the owner, and (3) completing paperwork-related tasks while in the sleeper berth. However, Defendant instead chose to understaff its workforce, thereby failing to authorize and permit its nonexempt employees from taking compliant meal periods and rest breaks. In effect, these policies and practices cause Claimants to remain on duty during meal periods and rest breaks, and therefore, constitute a failure on Trans Xpress’s part to provide compliant meal periods and rest breaks. With that, Trans Xpress’s corresponding failure to provide premium pay at the correct regular rate, if

¹ Without limitation, Mr. Brooks, if permitted, will seek any and all penalties otherwise capable of being collected by the Commission. This includes each provision as set forth in Labor Code section 2699.5 as follows:

The provisions of subdivision (a) of Section 2699.3 apply to any alleged violation of the following provisions: subdivision (k) of Section 96, Sections 98.6, 201, 201.3, 201.5, 201.7, 202, 203, 203.1, 203.5, 204, 204a, 204b, 204.1, 204.2, 205, 205.5, 206, 206.5, 208, 209, and 212, subdivision (d) of Section 213, Sections 221, 222, 222.5, 223, and 224, subdivision (a) of Section 226, Sections 226.7, 227, 227.3, 230, 230.1, 230.2, 230.3, 230A, 230.7, 230.8, and 231, subdivision (c) of Section 232, subdivision (c) of Section 232.5, Sections 233, 234, 351, 353, and 403, subdivision (b) of Section 404, Sections 432.2, 432.5, 432.7, 435, 450, 510, 511, 512, 513, 551, 552, 601, 602, 603, 604, 750, 751.8, 800, 850, 851, 851.5, 852, 921, 922, 923, 970, 973, 976, 1021, 1021.5, 1025, 1026, 1101, 1102, 1102.5, and 1153, subdivisions (c) and (d) of Section 1174, Sections 1194, 1197, 1197.1, 1197.5, and 1198, subdivision (b) of Section 1198.3, Sections 1199, 1199.5, 1290, 1292, 1293, 1293.1, 1294, 1294.1, 1294.5, 1296, 1297, 1298, 1301, 1308, 1308.1, 1308.7, 1309, 1309.5, 1391, 1391.1, 1391.2, 1392, 1683, and 1695, subdivision (a) of Section 1695.5, Sections 1695.55, 1695.6, 1695.7, 1695.8, 1695.9, 1696, 1696.5, 1696.6, 1697.1, 1700.25, 1700.26, 1700.31, 1700.32, 1700.40, and 1700.47, paragraphs (1), (2), and (3) of subdivision (a) of, and subdivision (e) of, Section 1701.4, subdivision (a) of Section 1701.5, Sections 1701.8, 1701.10, 1701.12, 1735, 1771, 1774, 1776, 1777.5, 1811, 1815, 2651., and 2673, subdivision (a) of Section 2673.1, Sections 2695.2, 2800, 2801, 2802, 2806, and 2810, subdivision (b) of Section 2929, and Sections 3095, 6310, 6311, and 6399.7.

any premiums were paid at all, in lieu of compliant meal periods and rest breaks constitutes Trans Xpress's failure to pay minimum wages and all hours worked every pay period and upon separation in violation of Labor Code sections 201, 202, 203, 204, 226(a), 510, 1182.12, 1194, and 1197. Similarly, in other instances, Claimants are and were unable to take complaint meal periods and rest breaks as a result of time-sensitive nature of cargo pick-ups and deliveries requiring Claimants to perform work and make pick-ups/deliveries within certain timeframes—combined with Trans Xpress's corresponding failure to pay Claimants their meal period and rest break premiums for those noncompliant meal periods and rest breaks. As explained in further detail below, this failure also constitutes a failure to pay minimum wages to Claimants. Next, Claimants worked a substantial amount of time while off-the-clock, meaning they were not punched in for work, and therefore, those working hours were not recorded and then compensated. This off-the-clock time occurred because Claimants were required to continue working on tasks while inside their sleeper berth including communicating with dispatch and the owner over the phone and completing billing paperwork. Claimants also performed pre- and post-trip inspections before and after their shifts while off the clock. Claimants' off-the-clock time was never subsequently added and, therefore, remains uncompensated. Accordingly, Claimants were not paid for that time spent working off the clock, including since separation. This uncompensated time occurred both before and after their shifts started and ended. Therefore, Claimants are entitled to recover wages and/or penalties as provided by Labor Code section 1197.1 and section 20 of IWC Wage Order No. 9-2001.

At all times relevant herein, Claimants were entitled to the payment of overtime. That is, pursuant to Labor Code sections 510, 1194, 1197, and 1182.12, Trans Xpress was required to compensate Claimants at a rate of one-and-one-half (1.5) times their regular rate for all hours worked over eight (8) hours per workday and the first eight (8) hours worked on the seventh day of a workweek and at two (2) times their regular rate for hours worked over twelve (12) hours per workday and eight (8) hours on the seventh day of a workweek. Trans Xpress has failed to and continues to fail to pay Claimants overtime wages owed for off-the-clock time worked that would have been eligible for overtime, yet regularly required them to work these overtime hours without premium pay under Labor Code section 1194. In short, during the entire course of their employment, Trans Xpress failed to provide Mr. Brooks and continues to fail to provide all others similarly situated with all overtime pay in violation of 226.7, 510, and 512 and all applicable IWC Wage Orders, including but not limited to IWC Wage Order 9-2001, section 3.

Claimants were at all times entitled to unpaid off-duty, uninterrupted meal periods. As explained in the preceding paragraph, Trans Xpress failed to authorize and permit meal periods for Mr. Brooks, and all other similarly aggrieved employees as required by Labor Code sections 226.7 and 512 and section 11 of IWC Wage Order No. 9-2001. Mr. Brooks and all similarly aggrieved persons were required to perform work during their meal periods. Trans Xpress did not compensate Claimants with an extra hour of pay at the regular rate for noncompliant meal periods for each workday on which they occurred. Accordingly, since Trans Xpress required Mr. Brooks and others similarly situated to work during their meal periods in violation of Labor Code sections 226.7(a) and 512, Claimants seek all available penalties as set forth in Labor Code sections 558, section 20 of IWC Wage Order No. 9-2001, and 2699(f).

Claimants were at all times entitled to take paid, off duty 10-minute rest breaks. However, for the same reasons cited in the preceding paragraph regarding meal periods, Trans Xpress likewise failed to authorize and permit Mr. Brooks and all other similarly aggrieved employees to take off duty rest breaks as required by Labor Code sections 226.7 and section 12 of IWC Wage Order No. 9-2001. Trans Xpress did not compensate Claimants with an extra hour of pay at the regular rate for noncompliant rest breaks for each workday on which they occurred. Therefore, Claimants are entitled to recover wages and/or penalties as provided by Labor Code section 558 and section 20 of IWC Wage Order No. 9-2001. Furthermore, since Trans Xpress required their hourly nonexempt employees to work during rest periods in violation of Labor Code section 226.7(b), Claimants seek all available penalties set forth in Labor Code sections 558 and 2699.

Claimants were at all times entitled to be provided timely and accurate wage statements from Trans Xpress pursuant to Labor Code section 226. Because Trans Xpress failed to pay Claimants all of their meal period and rest break premiums for noncompliant meal periods and rest breaks and failed to pay Claimants minimum wages for all hours worked before, during, and after their shifts and for all overtime wages due, Claimants' wage statements were inaccurate in reflecting meal period and rest break premiums owed, overtime and minimum wages, and all hours worked every pay period. As a consequence, Claimants' wage statements also do not reflect the accurate amount of net and gross wages owed. Accordingly, Claimants seek all available penalties as set forth in Labor Code sections 226(e) and 2699.

Pursuant to Labor Code sections 201–203, Claimants who have since separated from Trans Xpress, including Mr. Brooks, were entitled to be paid all wages owed upon separation within the statutorily allotted time—immediately (resignation with notice and termination) or within seventy-two (72) hours (resignation without notice). Claimants, including Mr. Brooks, did not receive all wages owed upon separation based on Trans Xpress's prior failings to pay all wages owed every pay period, as explained above.

Claimants were at all times entitled to be provided timely and accurate wage statements from Trans Xpress pursuant to Labor Code section 226. Because Trans Xpress failed to pay Claimants all of their meal period and rest break premiums for noncompliant meal periods and rest breaks and failed to pay Claimants minimum wages for all hours worked, including, all overtime wages, Claimants' wage statements were inaccurate in reflecting meal period and rest break premiums owed, overtime and minimum wages, and all hours worked every pay period. As a consequence, Claimants' wage statements also do not reflect the accurate amount of net and gross wages owed. Accordingly, Claimants seek all available penalties as set forth in Labor Code sections 226(e) and 2699.

Finally, Claimants were entitled to be reimbursed by Trans Xpress for all necessary, business-related expenses they incurred in executing their duties for Trans Xpress. California Labor Code section 2802 provides that "An employer shall indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or her obedience to the directions of the employer, even though

unlawful, unless the employee, at the time of obeying the directions, believed them to be unlawful.” Trans Xpress, however, has failed to fully reimburse Claimants for all necessary, business-related expenses and losses they incurred, including, but not limited to, all costs incurred for the expense of the cell phones required to use the Mcleod smartphone application GPS to navigate to each delivery location and to remain in contact with dispatch. Accordingly, Claimants are entitled to recover their unreimbursed expenditures and losses pursuant to Labor Code section 2802.

Trans Xpress’ uniform failure to pay overtime and minimum wages, failure to authorize and permit off duty rest breaks and meal periods or pay Claimants adequate premium compensation in lieu thereof, and failure to furnish timely and accurate wage statements violate Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512, 1182.12, 1194, 1197, and 2802, and as such, penalties are recoverable as set forth in Labor Code sections 210, 1194, *et seq.*, and 2699.

Claimants are entitled to recover unpaid wages, with interest, and are entitled to an award of attorneys’ fees as permitted by Labor Code section 1194, other penalties as permitted by Labor Code sections 210 and 2699 and waiting time penalties for former employees pursuant to Labor Code section 203.

Accordingly, Claimants seek the remedies set forth in the above-referenced Labor Code sections for themselves, the State of California, and all other aggrieved employees. Specifically, pursuant to PAGA, and in particular California Labor Code sections 2699(a), 2699.3(a), 2699.3(c), and 2699.5, Mr. Brooks, acting in the public interest as a private attorney general, seeks assessment and collection of civil penalties for themselves, all other aggrieved employees, and the State of California against Trans Xpress for violations of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 1174(d), 1182.12, 1194, 1197, 1197.1, 1198, and 2802.

Should you require any additional information, please feel free to contact me.

Sincerely,

SHEGERIAN & ASSOCIATES, INC.

A handwritten signature in cursive script that reads "Cheryl Kenner".

Cheryl A. Kenner