

Joseph Lavi, Esq. (SBN 209776)
Vincent C. Granberry, Esq. (SBN 276483)
Elizabeth Harrier, Esq. (SBN 319550)

8889 W. Olympic Boulevard, Suite 200
Beverly Hills, California 90211
Telephone: (310) 432-0000
Facsimile: (310) 432-0001
Email: jlavi@lelawfirm.com
vgranberry@lelawfirm.com
eharrier@lelawfirm.com
WHT1@lelawfirm.com

Electronically FILED by
Superior Court of California,
County of Los Angeles
11/02/2023 5:25 PM
David W. Slayton,
Executive Officer/Clerk of Court,
By E. Galicia, Deputy Clerk

Attorneys for Plaintiff OSCAR RUIZ,
on behalf of himself and current and former aggrieved employees,

OSCAR RUIZ, on behalf of himself and current
and former aggrieved employees

Plaintiff,

vs.

GREAT AMERICAN TRANSPORTATION
SERVICES INC.; and DOES 1 to 100, inclusive,

Defendants.

Case No.: 23STCV27007

Plaintiff OSCAR RUIZ ("Plaintiff"), who alleges and complains against
Defendants GREAT AMERICAN TRANSPORTATION SERVICES INC.; and DOES 1 to 100,
inclusive (collectively "Defendants") as follows:

1. This is a Private Attorneys General Act of 2004, Labor Code §§ 2698, *et seq.*
("PAGA") representative action brought by Plaintiff on behalf of the State of California, himself
and other current and former aggrieved employees of Defendants who worked as hourly non-

1 exempt employees in California during the relevant time period seeking civil penalties associated
2 with Defendants' violation of the Labor Code based on Defendants' failure to pay wages for all
3 hours worked at minimum wage and all overtime hours worked at the overtime rate of pay; failure
4 to authorize or permit all legally required and/or compliant meal periods or pay meal period
5 premium wages; failure to authorize or permit all legally required and/or compliant rest periods or
6 pay rest period premium wages; failure to timely pay earned wages during employment, failure to
7 produce requested employment records failure to provide complete and accurate wage statements.
8 Plaintiff seeks on a representative basis, following notice to the Labor and Workforce
9 Development Agency, civil penalties, reasonable attorneys' fees pursuant to Labor Code section
10 2699(g)(1) and costs brought on behalf of Plaintiff, the State of California, and others aggrieved.

11
12
13 2. This Court has jurisdiction over the claims of Plaintiff and all other current and
14 former aggrieved California-based hourly non-exempt employees because Plaintiff's lawsuit seeks
15 civil penalties on behalf of herself, all other current and former aggrieved California-based hourly
16 non-exempt employees, and the State of California in excess of twenty-five thousand dollars
17 (\$25,000); Defendants employed Plaintiff and all other current and former aggrieved California-
18 based hourly non-exempt employees; and the injuries to Plaintiff and all other current and former
19 aggrieved California-based hourly non-exempt employees occurred in locations throughout
20 California, including but not limited to Los Angeles County at 13565 Larwin Circle, Santa Fe
21 Springs, California 90670.

22 3. In response to the COVID-19 pandemic, the Judicial Council of California enacted
23 Emergency Rule 9 to the California Rules of Court, which provided that, notwithstanding any
24 other law, the statutes of limitations and repose for civil causes of action that exceed 180 days are
25 tolled from April 6, 2020, until October 1, 2020.

26
27 4. Plaintiff brings this action as a representative of the Labor and Workforce
28 Development Agency on behalf of himself and other current and former employees subject to

1 violations of the Labor Code. The named Plaintiff and the persons on whose behalf this action is
2 filed include current, former and/or future employees of Defendants who work, worked, or will
3 work for Defendants as direct employees as well as temporary employees employed through temp
4 agencies as hourly non-exempt employees in California. At all times mentioned herein, the
5 currently named Plaintiff is and was domiciled and a resident and citizen of California and was
6 employed by Defendants in an hourly position at Defendants' location in Santa Fe Springs from
7 approximately January 29, 2006, until present.

8 5. Plaintiff is informed and believes and thereon alleges that Defendant GREAT
9 AMERICAN TRANSPORTATION SERVICES INC. is authorized to do business within the State
10 of California and is doing business in the State of California and/or that Defendants DOES 1-50
11 are, and at all times relevant hereto were persons acting on behalf of Defendant GREAT
12 AMERICAN TRANSPORTATION SERVICES INC. in the establishment of, or ratification of,
13 the aforementioned illegal wage and hour practices or policies. Defendant GREAT AMERICAN
14 TRANSPORTATION SERVICES INC. in Los Angeles County and employed Plaintiff and
15 aggrieved employees in Los Angeles County, including but not limited to, at 13565 Larwin Circle,
16 Santa Fe Springs, California 90670.

17 6. Plaintiff is informed and believes and thereon alleges that Defendants DOES 1
18 through 50 are corporations, or are other business entities or organizations of a nature unknown to
19 Plaintiff that employed Plaintiff and aggrieved California non-exempt employees, permitted
20 Plaintiff and aggrieved employees to work, and exercised control over the wages, hours and
21 working conditions of employment of Plaintiff and aggrieved employees.

22 7. Plaintiff is informed and believes and thereon alleges that Defendants DOES 51
23 through 100 are individuals unknown to Plaintiff. Each of the individual defendants is sued
24 individually and in his or her capacity as an agent, shareholder, owner, representative, manager,
25 supervisor, independent contractor and/or employee of each defendant who violated or caused to
26 be violated the minimum wage and overtime provisions of the Labor Code and/or any provision of
27 the Industrial Welfare Commission's wage orders regulating hours and days of work.

28 8. Plaintiff is unaware of the true names of Defendants DOES 1 through 100. Plaintiff

1 sues said defendants by said fictitious names, and will amend this complaint when the true names
2 and capacities are ascertained or when such facts pertaining to liability are ascertained, or as
3 permitted by law or by the Court. Plaintiff is informed and believes that each of the fictitiously
4 named defendants is in some manner responsible for the events and allegations set forth in this
5 complaint.

6 9. Plaintiff makes the allegations in this complaint without any admission that, as to
7 any particular allegation, Plaintiff bears the burden of pleading, proving, or persuading and
8 Plaintiff reserves all of Plaintiff's right to plead in the alternative.

9
10
11
12
13
14 10. Plaintiff incorporates all paragraphs above as though fully set forth herein.

15 11. During Plaintiff's employment and continuing through the present, Plaintiff alleges
16 Defendants violated Labor Code sections 204, 226, 226.7, 510, 512, 1194, and 1197 and the
17 applicable Wage Orders.

18 12. Specifically, Defendants have committed the following violations of California
19 Labor Code:

20 13.
21 Defendants employed many of their employees, including Plaintiff, as hourly non-exempt
22 employees. In California, an employer is required to pay hourly employees for all "hours worked,"
23 which includes all time that an employee is under control of the employer and all time the
24 employee is suffered and permitted to work. This includes the time an employee spends, either
25 directly or indirectly, performing services which inure to the benefit of the employer.

26 14. Labor Code sections 1194 and 1197 require an employer to compensate employees
27 for all "hours worked" at least at a minimum wage rate of pay as established by the IWC and the
28 Wage Orders.

15. In this case, Plaintiff and other current and former aggrieved California-based hourly non-exempt employees worked more minutes per shift than Defendants credited them with having worked. Specifically, Defendants failed to pay Plaintiff and other current and former aggrieved California-based hourly non-exempt employees all wages at the applicable minimum wage for all hours worked due to Defendants' policies, practices, and/or procedures including, but not limited to:

(a) “Rounding down” or “shaving down” Plaintiff’s and other current and former aggrieved California-based hourly non-exempt employees’ hours worked at the time of their clock-ins and clock-outs, including clock-ins and clock-outs for meal breaks, to the nearest quarter of an hour, to the benefit of Defendants.

16. Therefore, Defendants suffered, permitted, and required Plaintiff and other current and former aggrieved California-based hourly non-exempt employees to be subject to Defendants' control without paying wages for that time. This resulted in Plaintiff and other current and former aggrieved California-based hourly non-exempt employees working time for which they were not compensated any wages, in violation of Labor Code sections 1194 and 1197 and the applicable Wage Order.

17. Defendants employed many of their employees, including Plaintiff, as hourly non-exempt employees. In California, an employer is required to pay hourly employees for all “hours worked,” which includes all time that an employee is under control of the employer and all time the employee is suffered and permitted to work. This includes the time an employee spends, either directly or indirectly, performing services that inure to the benefit of the employer.’

18. Labor Code sections 510 and 1194 require an employer to compensate employees a higher rate of pay for hours worked in excess of eight (8) hours in a workday, in excess of forty (40) hours in a workweek, and on any seventh consecutive day of work in a workweek:

Any work in excess of eight (8) hours in one workday, any work in excess of forty (40) hours in any one (1) workweek, and the first eight (8) hours worked on the seventh day of work in any one (1) workweek, shall be compensated at the rate of no less than one-and-one-half (1.5) times the regular rate of pay for an employee. Any work in excess of twelve (12) hours in one (1) day shall be compensated at the rate of no less than twice the regular rate of pay for an employee. In addition, any work in excess of eight (8) hours on any

seventh day of a workweek shall be compensated at the rate of no less than twice the regular rate of pay of an employee.

Labor Code section 510.

19. In this case, Defendants failed to pay Plaintiff and other current and former aggrieved California-based hourly non-exempt employees overtime wages for all overtime hours worked due to Defendants' policies, practices, and/or procedures including, but not limited to:

(a) "Rounding down" or "shaving down" Plaintiff's and other current and former aggrieved California-based hourly non-exempt employees' hours worked at the time of their clock-ins and clock-outs, including clock-ins and clock-outs for meal breaks, to the nearest quarter of an hour, to the benefit of Defendants.

20. The foregoing policies, practices, and/or procedures resulted in time during each workday that Plaintiff and other current and former aggrieved California-based hourly non-exempt employees were under the control of Defendants but were not compensated. To the extent that the foregoing uncompensated time occurred when Plaintiff and other current and former aggrieved California-based hourly non-exempt employees worked more than eight (8) hours in a workday, more than forty (40) hours in a workweek, and/or seven (7) days in a workweek, Defendants failed to pay them at their overtime rate of pay for overtime hours worked, in violation of Labor Code sections 510 and 1194 and the applicable Wage Order.

21.

Plaintiff and other current and former aggrieved California-based hourly non-exempt employees regularly worked shifts of more than five (5) hours in length and shifts of more than ten (10) hours in length.

22. California law requires an employer to authorize or permit an employee an uninterrupted meal period of no less than thirty (30) minutes in which the employee is relieved of all duties and the employer relinquishes control over the employee's activities prior to the employee's sixth hour of work. Labor Code sections 226.7, 512; Wage Order 9 at §11; *Brinker Rest. Corp. v. Super Ct. (Hohnbaum)* (2012) 53 Cal.4th 1004. An employer may not employ an employee for a work period of more than ten (10) hours per day without providing the employee with a second such meal period of not less than thirty (30) minutes prior to the start of the eleventh

hour of work. *Id.* If the employee is not relieved of all duty during a meal period, the meal period shall be considered an “on duty” meal period and counted as time worked. A paid “on duty” meal period is only permitted when: (1) the nature of the work prevents an employee from being relieved of all duty; and (2) the parties have a written agreement agreeing to on-duty meal periods.

23. If an employer fails to provide an employee a meal period in accordance with the law, the employer must pay the employee one (1) hour of pay at the employee's regular rate of pay for each workday that a legally required and compliant meal period was not provided. Labor Code section 226.7; Wage Order 9 at §11.

24. In this case, Defendants failed to authorize or permit legally required and compliant meal periods to Plaintiff and other current and former aggrieved California-based hourly non-exempt employees due to Defendants' policies, practices, and/or procedures, including but not limited to:

(a) Rounding” down or “shaving” Plaintiff’s and other current and former aggrieved California-based hourly non-exempt employees’ clock-ins and clock-outs for meal breaks to the nearest quarter of an hour to the benefit of Defendants.

25. Additionally, Plaintiff alleges that Defendants maintained a policy, practice, and/or procedure of failing to compensate Plaintiff and other current and former aggrieved California-based hourly non-exempt employees one (1) hour of pay at their regular rate of pay for each workday that Plaintiff and other current and former aggrieved California-based hourly non-exempt employees did not receive legally required and compliant meal periods, in violation of Labor Code section 226.7.

26. Defendants' foregoing policies, practices, and/or procedures resulted in Plaintiff and other current and former aggrieved California-based hourly non-exempt employees not receiving wages to compensate them for workdays during which Defendants did not provide them with meal periods in compliance with California law.

27.

Plaintiff and other
current and former aggrieved California-based hourly non-exempt employees regularly worked

1 shifts of more than three-and-a-half (3.5) hours.

2 28. California law requires every employer to authorize and permit an employee a rest
3 period of ten (10) net minutes for every four (4) hours worked or major fraction thereof. Labor
4 Code section 226.7; Wage Order 9 at §12. Under California law, “[e]mployees are entitled to 10
5 minutes’ rest for shifts from three and one-half to six hours in length, 20 minutes for shifts of more
6 than six hours up to 10 hours, 30 minutes for shifts of more than 10 hours up to 14 hours, and so
7 on.” *Brinker Restaurant Corp. v. Sup. Ct. (Hohnbaum)* (2012) 53 Cal.4th 1004, 1029; Labor Code
8 section 226.7; Wage Order 9 at §12. Rest periods, insofar as practicable, shall be in the middle of
9 each work period. Wage Order 9 at §12. Additionally, the rest period requirement “obligates
10 employers to permit – and authorizes employees to take – off-duty rest periods.” *Augustus v. ABM*
11 *Security Services, Inc.*, (2016) 5 Cal.5th 257, 269. That is, during rest periods employers must
12 relieve employees of all duties and relinquish control over how employees spend their time. *Id.*

13 29. If the employer fails to authorize or permit a required rest period, the employer
14 must pay the employee one (1) hour of pay at the employee’s regular rate of pay for each workday
15 the employer did not authorize or permit a legally required rest period. Labor Code section 226.7;
16 Wage Order 9 at § 12.

17 30. In this case, Defendants failed to authorize or permit all legally required and
18 compliant rest periods to Plaintiff and other current and former aggrieved California-based hourly
19 non-exempt employees due to Defendants’ policies, practices, and/or procedures including, but not
20 limited to:

21 (a) Failing to provide Plaintiff and other current and former aggrieved California-based
22 hourly non-exempt employees a third uninterrupted duty-free rest period of no less than ten (10)
23 net minutes on each workday that Plaintiff and similarly situated employees work shifts over ten
24 (10) hours.

25 31. Additionally, Plaintiff alleges that Defendants maintained a policy, practice, and/or
26 procedure of failing to compensate Plaintiff and other current and former aggrieved California-
27 based hourly non-exempt employees with one (1) hour of pay at their regular rate of pay for each
28 workday they did not receive legally required and compliant rest periods, in violation of Labor

1 Code section 226.7.

2 32. Defendants' foregoing policies, practices, and/or procedures resulted in Plaintiff
3 and other current and former aggrieved California-based hourly non-exempt employees not
4 receiving wages to compensate them for workdays in which Defendants did not provide them with
5 rest periods in compliance with California law.

6 33. In California, wages
7 must be paid at least twice during each calendar month on days designated in advance by the
8 employer as regular paydays, subject to some exceptions. Labor Code section 204(a). Wages
9 earned between the 1st and 15th days, inclusive, of any calendar month must be paid between the
10 16th and the 26th day of that month and wages earned between the 16th and the last day,
11 inclusive, of any calendar month must be paid between the 1st and 10th day of the following
12 month. *Id.* Other payroll periods such as those that are weekly, biweekly, or semimonthly, must be
13 paid within seven (7) calendar days following the close of the payroll period in which wages were
14 earned. Labor Code section 204(d).

15 34. As a derivative of Plaintiff's claims above, Plaintiff alleges that Defendants failed
16 to timely pay Plaintiff's and other current and former aggrieved California-based hourly non-
17 exempt employees' earned wages (including minimum wages, overtime wages, meal period
18 premium wages, and/or rest period premium wages), in violation of Labor Code section 204.
19 Defendants' aforementioned policies, practices, and/or procedures resulted in their failure to pay
20 Plaintiff's and other current and former aggrieved California-based hourly non-exempt employees'
21 their earned wages within the applicable time frames outlined in Labor Code section 204.

22 35. Labor Code section
23 226, subdivision (a). Labor Code section 226(a) provides, *inter alia*, that, upon paying an
24 employee his or her wages, the employer must "furnish each of his or her employees ... an
25 itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the
26 employee, except for any employee whose compensation is solely based on a salary and who is
27 exempt from payment of overtime under subdivision (a) of Section 515 or any applicable order of
28 the Industrial Welfare Commission, (3) the number of piece-rate units earned and any applicable

1 piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided, that all
2 deductions made on written orders of the employee may be aggregated and shown as one item, (5)
3 net wages earned, (6) the inclusive dates of the pay period for which the employee is paid, (7) the
4 name of the employee and his or her social security number, (8) the name and address of the legal
5 entity that is the employer, and (9) all applicable hourly rates in effect during the pay period and
6 the corresponding number of hours worked at each hourly rate by the employee.”

7 36. As a derivative of Plaintiff’s allegations above, Defendants’ failure to pay Plaintiff
8 and other current and former aggrieved California-based hourly non-exempt employees all wages
9 earned (including minimum wages, overtime wages, meal period premium wages, and/or rest
10 period premium wages) rendered Plaintiff’s and other current and former aggrieved California-
11 based hourly non-exempt employees’ wage statements inaccurate, in violation of Labor Code
12 section 226.

13 37. Plaintiff has complied with the procedures for bringing suit specified in Labor
14 Code section 2699.3. On August 23, 2023,, Plaintiff filed a PAGA Claim Notice with the LWDA
15 and provided notice to Defendants by certified mail which provided notice of the specific
16 provisions of the Labor Code alleged to have been violated, including the facts and theories to
17 support the violations alleged.

18 38. Pursuant to Labor Code section 2699.3, the LWDA must give written notice by
19 certified mail to the parties that it intends to investigate the alleged violations of the Labor Code
20 within 60 days of the date of the complainant's written notice. The LWDA failed to provide the
21 parties notice within 60 days of the date of Plaintiff’s PAGA Claim Notice that the LWDA intends
22 to investigate Plaintiff’s claims.

23 39. Pursuant to Labor Code sections 2699(a) and (f), Plaintiff is entitled to recover civil
24 penalties for Defendants’ violations of Labor Code sections 204, 226, 226.7, 510, 512, 1194, and
25 1197, During Plaintiff’s employment and continuing through the present, preceding Plaintiff
26 sending the initial PAGA Claim Notice to the LWDA to the present, in the following amounts:

27 a. For violations of Labor Code sections 201, 202, 203, 204, 226.7, and
28 512;one hundred dollars (\$100) for each aggrieved employee per pay period for the initial

1 violation and two hundred dollars (\$200) for each aggrieved employee per pay period for each
2 subsequent violation [penalty amounts established by Labor Code section 2699(f)(2)].

3 b. For violations of Labor Code section 226, two hundred fifty dollars (\$250)
4 for each employee for each pay period for the initial violation, and for each subsequent violation,
5 one thousand dollars (\$1000) for each underpaid employee for each pay period [penalty amounts
6 established by Labor Code section 226.3].

7 c. For violations of Labor Code section 510, fifty dollars (\$50) for each
8 employee for each pay period for the initial violation, and for each subsequent violation, one
9 hundred dollars (\$100) for each underpaid employee for each pay period [penalty amounts
10 established by Labor Code section 558].

11 d. For violations of Labor Code section 1194 and 1197, one hundred dollars
12 (\$100) for each underpaid employee for each pay period for the initial violation, and for each
13 subsequent violation, two hundred fifty dollars (\$250) for each underpaid employee for each pay
14 period [penalty amounts established by Labor Code section 1197.1].

15 40. Pursuant to Labor Code section 2699(g), Plaintiff is entitled to an award of
16 reasonable attorneys' fees and costs in connection with his claims for civil penalties.

17
18
19
20
21
22 1. That Defendants be found to have violated the provisions of the Labor Code and
23 the IWC Wages Orders as to the Plaintiff and aggrieved employees;

24 2. For any and all legally applicable penalties during the relevant statute of limitations
25 subject to any permissible tolling, including but not limited to those recoverable under the
26 California Labor Code, including but not limited to section 2699(f);

27 3. For attorneys' fees and costs of suit, including but not limited to those recoverable
28 under California Labor Code section 2699(g); and

1 4. For such and other further relief, in law and/or equity, as the Court deems just or
2 appropriate

3
4 Dated: November 2, 2023

Respectfully submitted,

5
6
7 By:



8 _____
9 Joseph Lavi, Esq.
10 Vincent C. Granberry, Esq.
11 Elizabeth Harrier, Esq.
12 Attorneys for Plaintiff
13 OSCAR RUIZ,
14 on behalf of himself and current and former
15 aggrieved employees
16
17
18
19
20
21
22
23
24
25
26
27
28