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FILED

Superior Court of California
 County of Los Angeles

10/26/2023

David W. Slayton, Executive Officer / Clerk of Court

By: M. Carino Deputy**SUPERIOR COURT OF THE STATE OF CALIFORNIA****FOR THE COUNTY OF LOS ANGELES**

SALVADOR GONZALEZ, an individual and
 on behalf of all other aggrieved employees,

Plaintiff,

vs.

COMMAND LOGISTICS SERVICES, INC.,
 a California corporation; and DOES 1 through
 100,

Defendants.

Case No. 23STCV19996

**FIRST AMENDED REPRESENTATIVE
ACTION COMPLAINT FOR:**

- (1) **FAILURE TO PAY ALL OVERTIME WAGES (LABOR CODE §§ 204, 510, 515, 1194 and 1198);**
- (2) **MEAL PERIOD VIOLATIONS (LABOR CODE §§ 226.7, 512, and 558);**
- (3) **REST PERIOD VIOLATIONS (LABOR CODE §§ 226.7, 516, and 558);**
- (4) **FAILURE TO REIMBURSE ALL NECESSARY BUSINESS EXPENDITURES (LABOR CODE §§ 2802 and 2804);**
- (5) **FAILURE TO PROVIDE ACCURATE, ITEMIZED WAGE STATEMENTS (LABOR CODE § 226 *et seq.*);**
- (6) **WAITING TIME PENALTIES (LABOR CODE §§ 201-203);**
- (7) **UNFAIR COMPETITION (BUS & PROF CODE § 17200 *et seq.*); and**
- (8) **CIVIL PENALTIES UNDER THE PRIVATE ATTORNEYS GENERAL ACT (LABOR CODE § 2698 *et seq.*).**

**DEMAND FOR JURY TRIAL
 UNLIMITED CIVIL CASE**

1 Plaintiff Salvador Gonzalez (“Plaintiff”), on behalf of himself and all other aggrieved
2 employees, hereby brings this First Amended Representative Action Complaint (“Complaint”)
3 against Defendant Command Logistics Services, Inc., a California corporation; and DOES 1
4 through 100, inclusive (collectively, “Defendants”), and on information and belief alleges as
5 follows:

6 **JURISDICTION AND VENUE**

7 1. Plaintiff, on behalf of himself and all other aggrieved employees, and the State of
8 California, hereby brings this Complaint for recovery of civil penalties under the Private
9 Attorneys General Act, Labor Code § 2698, *et seq.* (“PAGA”), and Industrial Wage Commission
10 Order 9 (“Wage Order 9”).

11 2. Venue is proper in this action because Plaintiff is informed and believes and herein
12 alleges that at all relevant times herein, Defendants were and are doing business in Los Angeles
13 County in the State of California. Venue is also proper because Los Angeles County is the county
14 where Plaintiff resided and worked. Subject matter in this action is properly heard in this Court,
15 as the action incorporates an amount in controversy as set forth in the Complaint which exceeds
16 \$25,000.00.

17 **PARTIES**

18 3. Plaintiff is an individual over the age of eighteen (18). At all relevant times herein,
19 Plaintiff was and currently is, a California resident. During the four years immediately preceding
20 the filing of the Complaint in this action and within the statute of limitations periods applicable
21 to each cause of action pled herein, Plaintiff was employed by Defendants. During the one year
22 preceding Plaintiff’s giving of the required notice under the PAGA, Plaintiff was employed by
23 Defendants as a non-exempt employee. Plaintiff was, and is, a victim of Defendants’ policies
24 and/or practices complained of herein, lost money and/or property, and has been deprived of the
25 rights guaranteed by Labor Code §§ 201-204, 226, 226.7, 512, 510, 515, 516, 558, 1194, 1198,
26 2802, 2804, and 2698 *et seq.*; California Business and Professions Code § 17200 *et seq.*; and
27 Wage Order 9, which sets employment standards for the Transportation industry.

28 4. Plaintiff is informed and believes, and based thereon alleges, that during the four

1 years preceding the filing of the Complaint and continuing to the present, Defendants did (and
2 continue to do) business by operating a warehousing and logistics business. Defendants employed
3 Plaintiff in Los Angeles County and the state of California and, therefore, were (and are) doing
4 business in Los Angeles County and the State of California.

5 5. The true names, identities, and capacities, whether individual, corporate, associate
6 or otherwise, of Defendants Does 1 through 10 are unknown to Plaintiff at this time, who therefore
7 sues said defendants by such fictitious names pursuant to California Code of Civil Procedure §
8 474. Upon ascertaining the true and correct names, titles, capacities and/or identities of the
9 defendants designated herein as a Doe, Plaintiff will amend this Complaint accordingly.

10 6. Plaintiff is informed and believes, and thereon alleges, that all of the Defendants
11 herein, however designated, whether by real or fictitious name, were and are in some manner
12 responsible for the events, happenings, occurrences, and instrumentalities upon and about which
13 complaint is hereinafter made.

14 7. Plaintiff is further informed and believes, and thereon alleges, that each of the
15 Defendants herein, whether designated by real or fictitious names, are, and at all times relevant
16 hereto, were, the agent, servant, employee and hireling of each of the co-Defendants and in doing
17 the things and acts herein alleged and complained of or in failing to do that which they should
18 have done, were acting within the course and scope of such employment, agency and hiring with
19 the full knowledge, consent, approval and ratification of each of the other co-Defendants.

20 8. At all times mentioned herein, Defendants, and each of them, were members of
21 and engaged in a joint venture, partnership, and common enterprise, and acting within the course
22 and scope of and in pursuance of said joint venture, partnership, and common enterprise. Further,
23 Plaintiff alleges that all Defendants were joint employers for all purposes of Plaintiff and the
24 Aggrieved Employees (as defined in Paragraph 17).

25 **GENERAL FACTUAL AND REPRESENTATIVE ACTION ALLEGATIONS**

26 9. Plaintiff was employed by Defendants as a Warehouse Supervisor from
27 approximately August 10, 1998 through approximately May 30, 2023. Defendants operate a
28 warehousing and logistics business in Rancho Dominguez, California and employ approximately

1 100 people throughout the State of California.

2 10. During his employment with Defendants, Plaintiff was paid solely by way of
3 annual salary paid semi-monthly, which for most of his employment was less than two (2) times
4 the state minimum wage for full-time employment. Plaintiff's main job duties during the relevant
5 time period included, among other things, tracking inventory, ensuring that warehouse equipment
6 functioned properly, and working in shipping and receiving. During his employment with
7 Defendants, Plaintiff was not employed in an executive, administrative, or professional capacity;
8 was not primarily engaged in the duties that meet the exemptions for executive, administrative,
9 or professional workers in Wage Order 9; and did not customarily and regularly exercise
10 discretion and independent judgment in performing the aforementioned duties. During his
11 employment with Defendants, Plaintiff also did not have the authority to hire and fire other
12 employees.

13 11. Throughout Plaintiff's employment with Defendants, Plaintiff routinely worked in
14 excess of eight hours per workday and/or in excess of forty hours per workweek. Defendants did
15 not keep any formal records of Plaintiff's actual hours worked, and because Plaintiff was
16 compensated solely on a salary basis, Plaintiff did not receive overtime compensation equal to
17 one and one-half times his regular rate of pay for working overtime hours, which included
18 compensable travel time from Rancho Dominguez, California to another work site in Cerritos,
19 California.

20 12. Plaintiff was not provided all required meal periods, which include duty-free 30-
21 minute meal periods commencing prior to the beginning of the fifth hour of work, due to
22 Defendants' misclassification of Plaintiff and work requirements that did not provide for a legally
23 compliant off-duty meal period. Defendants did not require Plaintiff to clock in or out for his meal
24 periods and Defendants did not keep records of Plaintiff's meal periods. When Plaintiff worked
25 shifts in excess of 10.0 hours, Defendants did not provide a second duty-free 30-minute meal
26 period. On occasions when Plaintiff did not receive all legally-compliant meal periods,
27 Defendants did not pay the meal period premium wages required by Labor Code § 226.7.

28 13. Plaintiff was also not authorized and permitted to take all required rest periods due

1 to Defendants' misclassification of Plaintiff and work demands imposed by Defendants.
2 Specifically, Plaintiff was not authorized a rest period for every four hours worked, or major
3 fraction thereof. On occasions when Plaintiff did not receive all legally-required rest periods,
4 Defendants did not pay the rest period premium wages required by Labor Code § 226.7.

5 14. Defendants also failed to reimburse Plaintiff for all reasonable and necessary work
6 expenditures, including, but not limited to, mileage for required company travel and for the use
7 of his personal cell phone. Specifically, Defendants required Plaintiff to use his personal vehicle
8 to travel in the same workday between its warehouse locations in Rancho Dominguez and
9 Cerritos, approximately twenty miles, but did not reimburse Plaintiff for his mileage incurred.
10 Additionally, although Defendants required Plaintiff to use his personal cell phone for work-
11 related purposes, Defendants failed to reimburse Plaintiff for the use of his personal cell phone.
12 As a result of Defendants' failure to reimburse Plaintiff for these necessary work expenditures,
13 Plaintiff is entitled to reimbursement pursuant to Labor Code § 2802.

14 15. As a result of Defendants' failure to pay all overtime wages, and all meal and rest
15 period premium wages due to Defendants' misclassification of Plaintiff, the wage statements
16 issued to Plaintiff were facially deficient. Specifically, the wage statements did not include the
17 actual total hours Plaintiff worked and all applicable hourly rates in effect during the pay period
18 along with the corresponding number of hours worked at each hourly rate, in violation of Labor
19 Code § 226(a).

20 16. Additionally, as a result of the failure to pay all overtime wages and all meal and
21 rest period premiums, Defendants failed to pay all final wages to Plaintiff at the separation of his
22 employment with Defendants.

23 17. Based on the foregoing, Plaintiff seeks to represent himself and other aggrieved
24 employees, as defined in Labor Code § 2699(c), who have been aggrieved by the Labor Code
25 violations discussed herein. For purposes of this Complaint, "aggrieved employees" refers to all
26 of Defendants' non-exempt employees in California from the one-year preceding Plaintiff's
27 providing notice under the PAGA to the LWDA through the present.

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1 **FIRST CAUSE OF ACTION**

2 **FAILURE TO PAY ALL OVERTIME WAGES**

3 **(AGAINST ALL DEFENDANTS)**

4 18. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

5 19. This cause of action is brought pursuant to Labor Code §§ 204, 510, 515, 558,
6 1194, and 1198, which provides that non-exempt employees are entitled to overtime wages for
7 all overtime hours worked, and provides a private right of action for the failure to pay all overtime
8 compensation for overtime work performed.

9 20. At all times relevant herein, Defendants misclassified Plaintiff as an exempt
10 employee. Defendants are required to properly compensate non-exempt employees, including
11 Plaintiff, for all overtime hours worked pursuant to California Labor Code § 1194 and Wage
12 Order 9. Wage Order 9, § 3 requires an employer to pay an employee “one and one-half (1½)
13 times the employee’s regular rate of pay” for work in excess of 8 hours per workday and/or in
14 excess of 40 hours of work in the workweek. Wage Order 9, § 3 also requires an employer to pay
15 an employee double the employee’s regular rate of pay for work in excess of 12 hours each
16 workday and/or for work in excess of 8 hours on the seventh consecutive day of work in the
17 workweek. Defendants caused Plaintiff to work overtime hours but did not compensate Plaintiff
18 at one and one-half times his regular rate of pay for such hours.

19 21. The foregoing policies and practices are unlawful and create entitlement to
20 recovery by Plaintiff in a civil action for the unpaid amount of overtime premiums owing,
21 including interest thereon, statutory penalties, attorneys’ fees, and costs of suit according to
22 California Labor Code §§ 204, 510, 558, 1194, and 1198, and Code of Civil Procedure § 1021.5.

23 **SECOND CAUSE OF ACTION**

24 **MEAL PERIOD VIOLATIONS**

25 **(AGAINST ALL DEFENDANTS)**

26 22. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

27 23. Plaintiff is informed and believes, and based thereon alleges, that Defendants
28 failed in their affirmative obligation to provide Plaintiff with all legally-compliant meal periods

1 in accordance with the mandates of the California Labor Code and Wage Order 9, § 10. Despite
2 Defendants' violations, Defendants did not pay an additional hour of pay to Plaintiff at his
3 respective regular rate of pay, in accordance with California Labor Code §§ 226.7, and 512.
4 Furthermore, Defendants did not maintain any records of Plaintiff's meal periods as required by
5 Wage Order 9, § 6.

6 24. As a result, Defendants are responsible for paying premium compensation for meal
7 period violations including interest thereon, as well as statutory penalties, civil penalties, and
8 costs of suit, pursuant to Labor Code §§ 226.7, 512, and 558, Wage Order 9, and Civil Code §§
9 3287(b) and 3289.

10 **THIRD CAUSE OF ACTION**

11 **REST PERIOD VIOLATIONS**

12 **(AGAINST ALL DEFENDANTS)**

13 25. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

14 26. Wage Order 9, § 11 and California Labor Code §§ 226.7 and 516 establish the
15 right of employees to be authorized and permitted to take a paid rest period of at least ten (10)
16 minutes net rest time for each four (4) hour period worked, or major fraction thereof. This also
17 includes a third rest period for shifts in excess of 10.0 hours.

18 27. As alleged herein, Plaintiff was not authorized to take all required rest periods due
19 to Defendants' misclassification of Plaintiff as an exempt employee.

20 28. The foregoing violations create an entitlement to recovery by Plaintiff in a civil
21 action for the unpaid amount of rest period premiums owing, including interest thereon, as well
22 as statutory penalties, civil penalties, and costs of suit according to California Labor Code §§
23 226.7, 516, 558, and Civil Code §§ 3287(b) and 3289.

24 **FOURTH CAUSE OF ACTION**

25 **FAILURE TO REIMBURSE ALL NECESSARY BUSINESS EXPENDITURES**

26 **(AGAINST ALL DEFENDANTS)**

27 29. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

28 30. At all relevant times herein, Defendants were subject to Labor Code § 2802, which

1 states that “an employer shall indemnify his or her employees for all necessary expenditures or
2 losses incurred by the employee in direct consequence of the discharge of his or her duties, or of
3 his or her obedience to the directions of the employer.”

4 31. At all relevant times herein, Defendants were subject to Labor Code § 2804, which
5 states that “any contract or agreement, express or implied, made by any employee to waive the
6 benefits of this article or any part thereof, is null and void, and this article shall not deprive any
7 employee or his personal representative of any right or remedy to which he is entitled under the
8 laws of this State.”

9 32. Due to Defendants’ unlawful policy and practice of requiring employees to use
10 their personal vehicles and cellular phones for work purposes, and failing to pay reimbursements
11 to Plaintiff, Defendants have violated Labor Code § 2802.

12 33. As a proximate result of Defendants’ policies and/or practices in violation of Labor
13 Code §§ 2802 and 2804, Plaintiff suffered damages in sums, which will be shown according to
14 proof.

15 34. Plaintiff is entitled to attorneys’ fees and costs of suit pursuant to Labor Code §
16 2802(c) for bringing this action.

17 35. Pursuant to Labor Code §2802(b), any action brought for the reimbursement of
18 necessary expenditures carries interest at the same rate as judgments in civil actions. Thus,
19 Plaintiff is entitled to interest, which shall accrue from the date on which he incurred the initial
20 necessary expenditure.

21 **FIFTH CAUSE OF ACTION**

22 **FAILURE TO PROVIDE ACCURATE, ITEMIZED WAGE STATEMENTS**

23 **(AGAINST ALL DEFENDANTS)**

24 36. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

25 37. Plaintiff is informed and believes, and based thereon alleges, that Defendants
26 knowingly and intentionally, as a matter of uniform practice and policy, failed to furnish Plaintiff
27 with accurate, itemized wage statements that included, among other requirements, total hours
28 worked, and all applicable hourly rates in effect during the pay period along with the

1 corresponding number of hours worked at each hourly rate, in violation of Labor Code § 226(a).

2 38. Defendants' failure to furnish Plaintiff with complete and accurate, itemized wage
3 statements resulted in actual injury, as said failures deprived him of the information necessary to
4 identify discrepancies in Defendants' reported data.

5 39. Defendants' failures create an entitlement to Plaintiff in a civil action for damages
6 and/or penalties pursuant to Labor Code § 226, including statutory penalties civil penalties,
7 reasonable attorneys' fees, and costs according to suit pursuant to Labor Code § 226 *et seq.*

8 **SIXTH CAUSE OF ACTION**

9 **WAITING TIME PENALTIES**

10 **(AGAINST ALL DEFENDANTS)**

11 40. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

12 41. This cause of action is brought pursuant to Labor Code §§ 201-203, which require
13 an employer to pay all wages immediately at the time of termination of employment in the event
14 the employer discharges the employee, or the employee provides at least 72 hours of notice of
15 his/her intent to quit. In the event the employee provides less than 72 hours of notice of his/her
16 intent to quit, said employee's wages become due and payable not later than 72 hours upon said
17 employee's last date of employment.

18 42. Plaintiff is informed and believes, and based thereon alleges, that Defendants
19 failed to timely pay Plaintiff all final wages due to him at his termination, including, among other
20 things, all overtime wages and all meal and rest period premium wages. Defendants' failure to
21 pay all final wages was willful within the meaning of Labor Code § 203.

22 43. Defendants' willful failure to timely pay Plaintiff all earned wages upon
23 separation from employment results in a continued payment of wages up to thirty days from the
24 time the wages were due. Therefore, Plaintiff is entitled to compensation pursuant to Labor Code
25 § 203, plus reasonable attorneys' fees and costs of suit.

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1 **SEVENTH CAUSE OF ACTION**

2 **UNFAIR COMPETITION**

3 **(AGAINST ALL DEFENDANTS)**

4 44. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

5 45. Defendants have engaged and continue to engage in unfair and/or unlawful
6 business practices in California in violation of California Business and Professions Code § 17200
7 *et seq.*, by misclassifying Plaintiff as an exempt employee, failing to provide all required overtime
8 wages for overtime hours worked; failing to provide all required meal periods, failing to authorize
9 and permit all required rest periods; failing to reimburse for all necessary business expenditures;
10 failing to pay meal and rest period premium wages; failing to furnish accurate, itemized wage
11 statements; and failing to pay Plaintiff all final wages upon separation of employment.

12 46. Defendants' utilization of these unfair and/or unlawful business practices deprived
13 Plaintiff of compensation to which he is legally entitled, constitutes unfair and/or unlawful
14 competition, and provides an unfair advantage over Defendants' competitors who have been
15 and/or are currently employing workers and attempting to do so in honest compliance with
16 applicable wage and hour laws.

17 47. Because Plaintiff is a victim of Defendants' unfair and/or unlawful conduct alleged
18 herein, Plaintiff seeks full restitution of monies, as necessary and according to proof, to restore
19 any and all monies withheld, acquired and/or converted by Defendants pursuant to Business and
20 Professions Code §§ 17203 and 17208.

21 48. The acts complained of herein occurred within the last four years immediately
22 preceding the filing of the Complaint in this action.

23 49. Plaintiff was compelled to retain the services of counsel to file this court action to
24 protect his interests, to obtain restitution, and to enforce important rights affecting the public
25 interest. Plaintiff has thereby incurred the financial burden of attorneys' fees and costs, which he
26 is entitled to recover under Code of Civil Procedure § 1021.5.

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FIFTH CAUSE OF ACTION
PRIVATE ATTORNEYS GENERAL ACT
(AGAINST ALL DEFENDANTS)

50. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

51. Defendants have committed several Labor Code violations against Plaintiff and other aggrieved employees. Plaintiff, an “aggrieved employee” within the meaning of Labor Code § 2698 et seq., acting on behalf of himself and other aggrieved employees, brings this representative action against Defendants to recover the civil penalties due to Plaintiff, other aggrieved employees, and the State of California according to proof pursuant to Labor Code § 558 and § 2699 (a) and (f) including, but not limited to: (1) \$100.00 for each initial violation for each failure to pay each employee and \$200 for each subsequent violation or willful or intentional violation pursuant to Labor Code § 210 for each failure to pay each employee, plus 25% of the amount unlawfully withheld; (2) \$50.00 for each initial violation and \$100 for each subsequent violation pursuant to Labor Code § 558 per employee per pay period; (3) \$100.00 for each initial violation and \$250.00 for each subsequent violation pursuant to Labor Code § 1197.1 per employee per pay period; (4) \$250.00 for each initial violation and \$1,000.00 for each subsequent violation pursuant to Labor Code § 226.3 per employee per pay period; and/or (5) \$100.00 for each initial violation and \$200 for each subsequent violation per employee per pay period for those violations of the Labor Code for which no civil penalty is specifically provided, based on the following Labor Code violations:

- a. Failing to pay Plaintiff and other aggrieved employees all earned overtime compensation in violation of Labor Code §§ 204, 510, 515, 1194, and 1198;
- b. Failing to provide all legally required meal periods, and failure to pay meal period premium wages, to Plaintiff and other aggrieved employees at the regular rate of compensation in violation of Labor Code §§ 226.7, 512, 558, and 1198;
- c. Failing to authorize and permit all legally required rest periods, and failure to pay rest period premium wages, to Plaintiff and other aggrieved employees at the regular rate of compensation in violation of Labor Code §§ 226.7, 516, 558, and

1198;

- d. Failing to reimburse Plaintiff and other aggrieved employees for all necessary work expenses incurred in violation of Labor Code §§ 2802 and 2804;
- e. Failing to furnish Plaintiff and other aggrieved employees with complete, accurate, itemized wage statements in violation of Labor Code § 226;
- f. Failing to timely pay all final wages and compensation earned by Plaintiff and other aggrieved employees at the time of separation in violation of Labor Code §§ 201, 202, and 203;
- g. Failing to pay Plaintiff and other aggrieved employees all earned wages at least twice during each calendar month in violation of Labor Code § 204; and
- h. Failing to maintain accurate records on behalf of Plaintiff and other aggrieved employees in violation of Labor Code § 1174 and 1198.

52. On August 21, 2023, Plaintiff notified Defendants via certified mail, and notified the California Labor and Workforce Development Agency (“LWDA”) via its website, of Defendants’ violations of the California Labor Code and Plaintiff’s intent to bring a claim for civil penalties under California Labor Code § 2698 et seq. with respect to the violations of the California Labor Code identified in Paragraph 51 (a)-(h). Now that sixty-five days have passed from Plaintiff notifying Defendants and the LWDA of these violations, and the LWDA has not provided notice that it intends to investigate the violations, Plaintiff has exhausted his administrative requirements for bringing a claim under the Private Attorneys General Act with respect to these violations.

53. Based on the foregoing, Plaintiff seeks to represent himself and all Aggrieved Employees, as defined by Labor Code § 2699(c).

54. Plaintiff was compelled to retain the services of counsel to file this court action to protect his interests and the interests of other aggrieved employees, and to assess and collect the civil penalties owed by Defendants. Plaintiff has thereby incurred attorneys’ fees and costs, which he is entitled to receive under California Labor Code § 2699(g).

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1 **PRAYER**

2 WHEREFORE, Plaintiff prays for judgment against Defendants, and DOES 1 through 10,
3 and each of them, as follows:

4 1. Upon the First Cause of Action, for compensatory, consequential, general, and
5 special damages according to proof pursuant to Labor Code §§ 204, 510, 515, 558, 1194, and
6 1198;

7 2. Upon the Second Cause of Action, for compensatory, consequential, general, and
8 special damages according to proof pursuant to Labor Code §§ 226.7, 512, and 558;

9 3. Upon the Third Cause of Action, for compensatory, consequential, general, and
10 special damages according to proof pursuant to Labor Code §§ 226.7, 516, and 558;

11 4. Upon the Fourth Cause of Action, for compensatory, consequential, general, and
12 special damages according to proof pursuant to Labor Code §§ 2802 and 2804;

13 5. Upon the Fifth Cause of Action, for actual damages, statutory and civil penalties
14 pursuant to Labor Code § 226;

15 6. Upon the Sixth Cause of Action, for statutory waiting time penalties pursuant to
16 Labor Code §§ 201-203;

17 7. Upon the Seventh Cause of Action, for restitution to Plaintiff of all money and/or
18 property unlawfully acquired by Defendants by means of any acts or practices declared by this
19 Court to be in violation of Business and Professions Code § 17200 *et seq.*;

20 8. Upon the Eighth Cause of Action, for civil penalties due to Plaintiff, other
21 aggrieved employees, and the State of California according to proof pursuant to Labor Code §§
22 558 and 2699(a) and (f) including, but not limited to: (1) \$100.00 for each initial violation for
23 each failure to pay each employee and \$200 for each subsequent violation or willful or intentional
24 violation pursuant to Labor Code § 210 for each failure to pay each employee, plus 25% of the
25 amount unlawfully withheld; (2) \$50.00 for each initial violation and \$100 for each subsequent
26 violation pursuant to Labor Code § 558 per employee per pay period; (3) \$100.00 for each initial
27 violation and \$250.00 for each subsequent violation pursuant to Labor Code § 1197.1 per
28 employee per pay period; (4) \$250.00 for each initial violation and \$1,000.00 for each subsequent

violation pursuant to Labor Code § 226.3 per employee per pay period; and/or (5) \$100.00 for each initial violation and \$200 for each subsequent violation per employee per pay period for those violations of the Labor Code for which no civil penalty is specifically provided, based on the Labor Code violations identified in Paragraph 51 (a)-(h);

9. Prejudgment interest on all due and unpaid wages pursuant to California Labor Code § 218.6 and Civil Code §§ 3287 and 3289;

10. On all causes of action, for attorneys' fees and costs as provided by Labor Code §§ 226, 1194, 2802(c), and 2699(g); and Code of Civil Procedure § 1021.5 and all other applicable statutes; and

11. For such other and further relief the Court may deem just and proper.

Dated: October 26, 2023

Respectfully submitted,
HAINES LAW GROUP, APC

By:



Paul K. Haines
Attorneys for Plaintiff

DEMAND FOR JURY TRIAL

Plaintiff hereby demands a jury trial with respect to all issues triable by jury.

Dated: October 26, 2023

Respectfully submitted,
HAINES LAW GROUP, APC

By:



Paul K. Haines
Attorneys for Plaintiff

PROOF OF SERVICE

Salvador Gonzalez v. Command Logistics Services, Inc.
Los Angeles County Superior Court Case No. 23STCV19996

STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action; my business address is [X] 2155 Campus Drive, Suite 180, El Segundo, California 90245.

On October 26, 2023, I served the foregoing document(s) described as:

FIRST AMENDED REPRESENTATIVE ACTION COMPLAINT

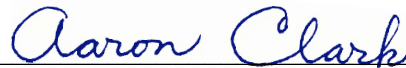
on the interested party(ies) in this action as follows:

Stacey Cooper, Esq.
Email: Stacey@cooperlawpc.com
STACEY COOPER LAW P.C.
888 Prospect Street, Suite 200
La Jolla, CA 92037
Attorneys for Defendant COMMAND LOGISTIC SERVICES, INC.

[X] (VIA ELECTRONIC MAIL) Pursuant to California Rule of Court 2.251(c)(3), I caused the document described above to be sent to the persons at the electronic service addresses listed above via third party cloud service First Legal.

[X] (STATE) I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on October 26, 2023, at El Segundo, California.



Aaron Clark