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Case #26CV497332**

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10 SUPERIOR COURT OF THE STATE OF CALIFORNIA
11 FOR THE COUNTY OF SANTA CLARA
12 UNLIMITED JURISDICTION

13 KEVIN MANN, on behalf of himself and all
14 other aggrieved employees, and the general
public,

15 *Plaintiff,*

16 v.

17 SIMPLIFIED DRIVER STAFFING LLC, a
Delaware Limited Liability Company;
18 SIMPLIFIED TRANSPORT LLC, a
California Limited Liability Company;
19 SIMPLIFIED TRANSPORTATION
SOLUTIONS, LLC, Delaware Limited
20 Liability Company; and DOES 1 through 50,
inclusive,

21 *Defendants.*
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Case No. 26CV497332

REPRESENTATIVE ACTION

COMPLAINT

1. Civil Penalties (Lab. Code § 2698, *et seq.*)

1 Plaintiff KEVIN MANN (“Plaintiff”), on behalf of himself and all other aggrieved
2 employees, and the general public, complains and alleges as follows:

3 **INTRODUCTION**

4 1. Plaintiff brings this representative action against defendants SIMPLIFIED DRIVER
5 STAFFING LLC, a Delaware Limited Liability Company; SIMPLIFIED TRANSPORT LLC, a
6 California Limited Liability Company; SIMPLIFIED TRANSPORTATION SOLUTIONS, LLC,
7 Delaware Limited Liability Company; and DOES 1 through 50, inclusive, (collectively referred to
8 as “Defendants”) for alleged violations of the Labor Code. As set forth below, Plaintiff alleges that
9 Defendants have

- 10 (1) failed to provide Plaintiff and all other similarly situated individuals with meal
11 periods;
12 (2) failed to provide them with rest periods;
13 (3) failed to pay them premium wages for missed meal and/or rest periods;
14 (4) failed to pay them at least minimum wage for all hours worked;
15 (5) failed to pay them overtime wages at the correct rate;
16 (6) failed to pay them double time wages at the correct rate;
17 (7) failed to pay them for all vested vacation pay;
18 (8) failed to reimburse them for all necessary business expenses;
19 (9) failed to provide them with accurate written wage statements; and
20 (10) failed to pay them all of their final wages following separation of employment.

21 Based on these alleged violations, Plaintiff now brings this representative action to recover unpaid
22 wages, restitution, civil penalties, and related relief on behalf of himself and all others similarly
23 situated, all other aggrieved employees, and the State of California.

24 **JURISDICTION AND VENUE**

25 2. This Court has subject matter jurisdiction to hear this case because the unpaid wages,
26 actual damages, liquidated damages, restitution, and penalties sought by Plaintiff from Defendants
27 exceeds the minimal jurisdictional limits of the Superior Court of the State of California.

28 3. Venue is proper in COUNTY of SANTA CLARA pursuant to Code of Civil

1 Procedure §§ 395(a) and 395.5 in that liability arose there, because at least some of the transactions
2 that are the subject matter of this Complaint occurred therein and/or each defendant is found,
3 maintains offices, transacts business, and/or has an agent therein.

4 **PARTIES**

5 4. Plaintiff is and was, and at all relevant times mentioned herein, an individual
6 residing in the State of California.

7 5. Plaintiff is informed and believes, and thereupon alleges, that Defendant
8 SIMPLIFIED DRIVER STAFFING LLC is, and at all relevant times mentioned herein, a Delaware
9 Limited Liability Company doing business in the State of California.

10 6. Plaintiff is informed and believes, and thereupon alleges, that Defendant
11 SIMPLIFIED TRANSPORT LLC is, and at all relevant times mentioned herein, a California
12 Limited Liability Company doing business in the State of California.

13 7. Plaintiff is informed and believes, and thereupon alleges, that Defendant
14 SIMPLIFIED TRANSPORTATION SOLUTIONS, LLC is, and at all relevant times mentioned
15 herein, a Delaware Limited Liability Company doing business in the State of California.

16 8. Plaintiff is ignorant of the true names and capacities of the defendants sued herein as
17 DOES 1 through 50, inclusive, and therefore sues these defendants by such fictitious names.
18 Plaintiff will amend this Complaint to allege the true names and capacities of the DOE defendants
19 when ascertained. Plaintiff is informed and believes, and thereupon alleges, that each of the
20 fictitiously named defendants are responsible in some manner for the occurrences, acts and
21 omissions alleged herein and that Plaintiff's alleged damages were proximately caused by these
22 defendants, and each of them. Plaintiff will amend this complaint to allege both the true names and
23 capacities of the DOE defendants when ascertained.

24 9. Plaintiff is informed and believes, and thereupon alleges that, at all relevant times
25 mentioned herein, some or all of the defendants were the representatives, agents, employees,
26 partners, directors, associates, joint venturers, joint employers, principals, or co-participants of some
27 or all of the other defendants, and, in doing the things alleged herein, were acting within the course
28 and scope of such relationship and with the full knowledge, consent, and ratification by such other

1 defendants.

2 **GENERAL ALLEGATIONS COMMON TO ALL CAUSES OF ACTION**

3 10. Plaintiff worked for Defendants as an hourly, non-exempt employee from
4 approximately October 2021 through April 10, 2025.

5 **Donning and Doffing/Off-the-Clock Work**

6 11. Throughout the relevant period, Defendants maintained policies, practices, and/or
7 procedures that required, permitted, or knowingly allowed Plaintiff and the aggrieved employees to
8 perform compensable work off the clock without compensation for all hours worked.

9 12. Specifically, as a condition of performing their job duties, Plaintiff and the aggrieved
10 employees were required to report to work before the start of their scheduled shifts to don
11 mandatory Personal Protective Equipment ("PPE"), including, but not limited to, steel-toe boots,
12 safety vests, and other required safety gear. Defendants required Plaintiff and the aggrieved
13 employees to be fully outfitted in the required PPE before they were permitted to clock in and begin
14 recording their work time.

15 13. Likewise, at the conclusion of each shift, Plaintiff and the aggrieved employees were
16 required to remain on Defendants' premises after clocking out to doff their required PPE and
17 complete other work-related activities necessary to conclude their shifts before leaving the
18 workplace.

19 14. The time spent donning and doffing mandatory PPE was integral and indispensable
20 to Plaintiff's and the aggrieved employees' principal work activities and constituted compensable
21 work under California law. Nevertheless, Defendants failed to compensate Plaintiff and the
22 aggrieved employees for this time.

23 15. Defendants knew or reasonably should have known that Plaintiff and the aggrieved
24 employees were performing work before clocking in and after clocking out. Defendants' supervisors
25 observed these practices, required compliance with the PPE requirements, and directed, permitted,
26 or otherwise suffered Plaintiff and the aggrieved employees to perform this off-the-clock work
27 without compensation.

28 16. As a direct and proximate result of Defendants' unlawful policies and practices,

1 Plaintiff and the aggrieved employees were not paid for all hours worked, resulting in unpaid
2 minimum wages, unpaid overtime wages where applicable, inaccurate wage statements, waiting
3 time penalties, and other damages and penalties recoverable under California law.

4 **Missed Meal Periods**

5 17. Plaintiff and the aggrieved employees were not provided with meal periods of at
6 least thirty (30) minutes for each five (5) hour work period due to (1) Defendants' policy of not
7 scheduling each meal period as part of each work shift; (2) chronically understaffing each work
8 shift with not enough workers; (3) imposing so much work on each employee such that it made it
9 unlikely that an employee would be able to take their breaks if they wanted to finish their work on
10 time; and (4) no formal written meal and rest period policy that encouraged employees to take their
11 meal and rest periods.

12 18. As a result of Defendants' policy, Plaintiff and the aggrieved employees were
13 regularly not provided with uninterrupted meal periods of at least thirty (30) minutes for each five
14 (5) hours worked due to complying with Defendants' productivity requirements that required
15 Plaintiff and the aggrieved employees to work through their meal periods in order to complete their
16 assignments on time.

17 **Missed Rest Periods**

18 19. Plaintiff and the aggrieved employees were not provided with rest periods of at least
19 ten (10) minutes for each four (4) hour work period, or major fraction thereof, due to (1)
20 Defendants' policy of not scheduling each rest period as part of each work shift; (2) chronically
21 understaffing each work shift with not enough workers; (3) imposing so much work on each
22 employee such that it made it unlikely that an employee would be able to take their breaks if they
23 wanted to finish their work on time; and (4) no formal written meal and rest period policy that
24 encouraged employees to take their meal and rest periods.

25 20. As a result of Defendants' policy, Plaintiff and the aggrieved employees were
26 regularly not provided with uninterrupted rest periods of at least ten (10) minutes for each four (4)
27 hours worked due to complying with Defendants' productivity requirements that required Plaintiff
28 and the aggrieved employees to work through their rest periods in order to complete their

1 assignments on time.

2 **Vacation Pay**

3 21. Plaintiff and the aggrieved employees accrued vacation wages during their
4 employment with Defendants.

5 22. Vacation wages are considered a form of wages under Labor Code § 200. Vested
6 vacation pay and other similar forms of paid time off earned based on labor performed are
7 considered wages that cannot be subject to forfeiture without compensation for forfeited days at the
8 applicable rates required by law.

9 23. At all relevant times, Defendants maintained policies that provide for the unlawful
10 forfeiture of vested vacation pay in violation of Labor Code § 227.3 and *Suastez v. Plastic Dress-*
11 *Up Co.*, (1982) 31 Cal. 3d 774.

12 24. Plaintiff and the aggrieved employees are entitled to vacation accrued during their
13 employment with Defendants. Upon termination, Plaintiff and the aggrieved employees were not
14 paid all accrued vacation pay.

15 **Expense Reimbursement**

16 25. Plaintiff and the aggrieved employees were required to utilize their own personal
17 cellphones to perform their job duties.

18 26. Plaintiff and the aggrieved employees were not reimbursed for business expenses
19 incurred in using their personal cell phones to communicate with upper management and dispatch
20 regarding route scheduling and location updates. These calls could take up to approximately twenty
21 (20) minutes.

22 27. In addition, Plaintiff and the aggrieved employees were not paid at least two times
23 the minimum wage for all hours worked.

24 28. Defendants failed to reimburse Plaintiff and the aggrieved employees for such
25 necessary business expenses incurred by them.

26 **Wage Statements**

27 29. Plaintiff and the aggrieved employees were not provided with accurate wage
28 statements as mandated by law pursuant to Labor Code § 226.

30. Defendants failed to comply with Labor Code 0167 226(a)(1) as “gross wages earned” were not accurately reflected in that all hours worked, including overtime and “off-the-clock” work were not included.

31. Defendants failed to comply with Labor Code section 226(a)(2) as “total hours worked by the employee” were not accurately reflected in that all hours worked, including overtime and “off-the-clock” work were not included.

32. Defendants failed to comply with Labor Code section 226(a)(5) as “net wages earned” were not accurately reflected in that all hours worked, including overtime and “off-the-clock” work were not included.

33. Defendants failed to comply with Labor Code section 226(a)(9) as “all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee” were not accurately reflected in that all hours worked, including overtime and “off-the-clock” work were not included.

FIRST CAUSE OF ACTION

CIVIL PENALTIES

(Lab. Code §§ 2698 *et seq.*)

34. Plaintiff incorporates the preceding paragraphs as if fully alleged herein.

35. During the applicable limitations period, Defendants have violated Labor Code §§ 201, 202, 203, 204, 223, 226(a), 226.7, 227.3, 510, 512, 1194, 1197, 1198, and 2802.

36. Labor Code §§ 2699(a) and (g) authorize an aggrieved employee, on behalf of himself and other current and former employees, to bring a representative civil action to recover civil penalties pursuant to the procedures set forth in Labor Code § 2699.3 that may, but need not, be brought or maintained as a class action pursuant to Code of Civil Procedure section 382.

37. Plaintiff, a former employee against whom Defendants committed one or more of the alleged Labor Code violations during the applicable limitations period, is an aggrieved employee within the meaning of Labor Code § 2699(c).

38. Plaintiff has complied with the procedures for bringing suit specified in Labor Code § 2699.3. Notice was provided to the California Labor & Workforce Development Agency

1 (“LWDA”) and 65 days have elapsed without the LWDA providing Plaintiff with any notice of an
2 intent to investigate.

3 39. Pursuant to Labor Code sections 2699(a) and (f), Plaintiff seeks the following civil
4 penalties for Defendants’ violations of Labor Code §§ 201, 202, 203, 204, 223, 226(a), 226.7,
5 227.3, 510, 512, 1194, 1197, 1198 and 2802:

- 6 i. For violations of Labor Code §§ 201, 202, 203, 212, 226.7, 227.3, 1194, 1198
7 and 2802, one hundred dollars (\$100) for each employee per pay period for
8 each initial violation and two hundred dollars (\$200) for each employee per
9 pay period for each subsequent violation (penalties set by Labor Code §
10 2699(f)(2));
- 11 ii. For violations of Labor Code § 203, a penalty in an amount not exceeding
12 thirty (30) days’ pay as waiting time (penalties set by Labor Code § 256);
- 13 iii. For violations of Labor Code § 204, one hundred dollars (\$100) for each
14 employee for each initial violation that was neither willful nor intentional,
15 two hundred dollars (\$200) for each employee, plus 25% of the amount
16 unlawfully withheld from each employee, for each initial violation that was
17 either willful or intentional, and two hundred dollars (\$200) for each
18 employee, plus twenty-five percent (25%) of the amount unlawfully withheld
19 from each employee, for each subsequent violation, regardless of whether the
20 subsequent violation was either willful or intentional (penalties set by Labor
21 Code § 210);
- 22 iv. For violations of Labor Code § 223, one hundred dollars (\$100) for each
23 employee for each initial violation that was neither willful nor intentional,
24 two hundred dollars (\$200) for each employee, plus twenty-five percent
25 (25%) of the amount unlawfully withheld from each employee, for each
26 initial violation that was either willful or intentional, and two hundred dollars
27 (\$200) for each employee, plus twenty-five percent (25%) of the amount
28 unlawfully withheld from each employee, for each subsequent violation,

1 regardless of whether the subsequent violation was either willful or
2 intentional (penalties set by Labor Code § 225.5);

3 v. For violations of Labor Code § 226(a), if this action is deemed to be an initial
4 citation, two hundred and fifty dollars (\$250) for each employee for each
5 violation. Alternatively, if an initial citation or its equivalent occurred before
6 the filing of this action, one thousand dollars (\$1,000) for each employee for
7 each violation (penalties set by Labor Code § 226.3);

8 vi. For violation of Labor Code §§ 510 and 512, fifty dollars (\$50) for each
9 employee for each initial pay period for which the employee was underpaid,
10 and one hundred dollars (\$100) for each employee for each subsequent pay
11 period for which the employee was underpaid (penalties set by Labor Code §
12 558);

13 vii. For violations of Labor Code § 1197, one hundred dollars (\$100) for each
14 aggrieved employee for each initial violation of Labor Code § 1197 that was
15 intentional and two hundred and fifty dollars (\$250) for each aggrieved
16 employee per pay period for each subsequent violation of Labor Code §
17 1197, regardless of whether the initial violation was intentional (penalties set
18 by Labor Code § 1197.1);

19 viii. Pursuant to Labor Code § 2699(g), Plaintiff seeks an award of reasonable
20 attorneys' fees and costs in connection with Plaintiff's claims for civil
21 penalties.

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2 **PRAYER FOR RELIEF**

3 WHEREFORE, Plaintiff, on behalf of himself, all other aggrieved employees, and the
4 general public, prays for relief and judgment against Defendants as follows:

- 5 (1) Declaratory relief;
6 (2) Pre-judgment interest;
7 (3) Civil penalties;
8 (4) Costs of suit;
9 (5) Reasonable attorneys' fees; and
10 (6) Such other relief as the Court deems just and proper.

11
12 Dated: June 26, 2026

SETAREH LAW GROUP

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14
15 /s/ Thomas Segal

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