

Joseph Lavi, Esq. (SBN 209776)
Vincent C. Granberry, Esq. (SBN 276483)
Aaron D. Boal, Esq. (SBN 327005)
LAVI & EBRAHIMIAN, LLP
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
aboal@lelawfirm.com
WHT3@lelawfirm.com

Attorneys for Plaintiff JOSE A. SIGALA,
on behalf of himself and current and former aggrieved employees

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF RIVERSIDE

JOSE A. SIGALA on behalf of himself and
current and former aggrieved employees,

Plaintiff,

vs.

MORGAN TRUCK BODY, LLC; and DOES 1
to 100, inclusive,

Defendants.

Case No.: **CVRI 2306493**

PAGA ACTION

**PLAINTIFF JOSE A. SIGALA'S
COMPLAINT FOR:**

- CIVIL PENALTIES PURSUANT
TO THE PRIVATE ATTORNEYS
GENERAL ACT OF 2004
("PAGA"), LABOR CODE
SECTIONS 2698, ET SEQ.**

COMES NOW Plaintiff JOSE A. SIGALA ("Plaintiff"), who alleges and complains
against Defendants MORGAN TRUCK BODY, LLC and DOES 1 to 100, inclusive (collectively
"Defendants") as follows:

I. INTRODUCTION

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-
exempt employees in California during the relevant time period seeking civil penalties associated
with Defendants' violation of the Labor Code based on Defendants' failure to pay wages for all

1 hours worked at the employees' minimum wage rate or overtime rate, indemnification for all
2 necessary expenditures or losses incurred by employees in direct consequence of discharging their
3 duties, failure to timely pay earned wages during employment, failure to provide complete and
4 accurate wage statements, failure to timely pay all unpaid wages following separation of
5 employment. Plaintiff seeks on a representative basis, following notice to the Labor and
6 Workforce Development Agency, civil penalties, reasonable attorneys' fees pursuant to Labor
7 Code section 2699(g)(1) and costs brought on behalf of Plaintiff, the State of California, and
8 others aggrieved.

9 **II. JURISDICTION AND VENUE**

10 2. This Court has jurisdiction over the claims of Plaintiff and all other current and
11 former aggrieved California-based hourly non-exempt employees because Plaintiff's lawsuit seeks
12 civil penalties on behalf of herself, all other current and former aggrieved California-based hourly
13 non-exempt employees, and the State of California in excess of twenty-five thousand dollars
14 (\$25,000); Defendants employed Plaintiff and all other current and former aggrieved California-
15 based hourly non-exempt employees; and the injuries to Plaintiff and all other current and former
16 aggrieved California-based hourly non-exempt employees occurred in locations throughout
17 California, including but not limited to Riverside County at 7888 Lincoln Ave, Riverside, CA
18 92504.

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

23 **III. PARTIES**

24 4. Plaintiff brings this action as a representative of the Labor and Workforce
25 Development Agency on behalf of himself and other current and former employees subject to
26 violations of the Labor Code. The named Plaintiff and the persons on whose behalf this action is
27 filed include current, former and/or future employees of Defendants who work, worked, or will
28 work for Defendants as direct employees as well as temporary employees employed through temp

1 agencies as hourly non-exempt employees in California. At all times mentioned herein, the
2 currently named Plaintiff is and was domiciled and a resident and citizen of California and was
3 employed by Defendants in an hourly position at Defendants' location in Riverside from
4 approximately June 19, 2023, until on or about August 4, 2023.

5 5. Plaintiff is informed and believes and thereon alleges that Defendant MORGAN
6 TRUCK BODY, LLC is authorized to do business within the State of California and is doing
7 business in the State of California and/or that Defendants DOES 1-50 are, and at all times relevant
8 hereto were persons acting on behalf of Defendant MORGAN TRUCK BODY, LLC in the
9 establishment of, or ratification of, the aforementioned illegal wage and hour practices or policies.
10 Defendant MORGAN TRUCK BODY, LLC operates in Riverside County and employed Plaintiff
11 and aggrieved employees in Riverside County, including but not limited to, at 7888 Lincoln Ave,
12 Riverside, CA 92504.

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

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

24 8. Plaintiff is unaware of the true names of Defendants DOES 1 through 100. Plaintiff
25 sues said defendants by said fictitious names, and will amend this complaint when the true names
26 and capacities are ascertained or when such facts pertaining to liability are ascertained, or as
27 permitted by law or by the Court. Plaintiff is informed and believes that each of the fictitiously
28 named defendants is in some manner responsible for the events and allegations set forth in this

1 complaint.

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

5 **FIRST CAUSE OF ACTION**

6 **CIVIL PENALTIES PURSUANT TO THE PRIVATE ATTORNEYS GENERAL ACT OF**
7 **2004, LABOR CODE SECTIONS 2698, ET SEQ.**

8 **(Against all Defendants by Plaintiff)**

9 10. Plaintiff incorporates all paragraphs above as though fully set forth herein.

10 11. During Plaintiff's employment and continuing through the present, Plaintiff alleges
11 Defendants violated Labor Code sections 201, 202, 203, 204, 226, 226.7, 512, 2802, and the
12 applicable Wage Orders.

13 12. Specifically, Defendants have committed the following violations of California
14 Labor Code:

15 13. **Failure to pay wages to hourly non-exempt employees for workdays that**
16 **Defendants failed to provide legally required and compliant meal periods:** Plaintiff and other
17 current and former aggrieved California-based hourly non-exempt employees regularly worked
18 shifts of more than five (5) hours in length and shifts of more than ten (10) hours in length.

19 14. California law requires an employer to authorize or permit an employee an
20 uninterrupted meal period of no less than thirty (30) minutes in which the employee is relieved of
21 all duties and the employer relinquishes control over the employee's activities prior to the
22 employee's sixth hour of work. Labor Code sections 226.7, 512; Wage Order 9 at §11; *Brinker*
23 *Rest. Corp. v. Super Ct. (Hohnbaum)* (2012) 53 Cal.4th 1004. An employer may not employ an
24 employee for a work period of more than ten (10) hours per day without providing the employee
25 with a second such meal period of not less than thirty (30) minutes prior to the start of the eleventh
26 hour of work. *Id.* If the employee is not relieved of all duty during a meal period, the meal period
27 shall be considered an "on duty" meal period and counted as time worked. A paid "on duty" meal
28 period is only permitted when: (1) the nature of the work prevents an employee from being

1 relieved of all duty; and (2) the parties have a written agreement agreeing to on-duty meal periods.

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

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

10 (a) Failing to provide Plaintiff and other current and former aggrieved California-based
11 hourly non-exempt employees with full timely, uninterrupted, duty-free meal breaks of at least 30
12 minutes prior to the end of the fifth hour of work

13 (b) Failing to provide Plaintiff and other current and former aggrieved California-based
14 hourly non-exempt employees timely, uninterrupted, duty-free meal breaks of at least 30 minutes
15 for every five hours worked.

16 (c) Failing to provide Plaintiff and other current and former aggrieved California-based
17 hourly non-exempt employees timely, uninterrupted, duty-free meal breaks of at least 30 minutes
18 for every five hours worked, by requiring Plaintiff and Plaintiff and other current and former
19 aggrieved California-based hourly non-exempt employees to clock in before full 30 minute meal
20 break is completed.

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

27 18. Defendants' foregoing policies, practices, and/or procedures resulted in Plaintiff
28 and other current and former aggrieved California-based hourly non-exempt employees not

1 receiving wages to compensate them for workdays during which Defendants did not provide them
2 with meal periods in compliance with California law.

3 19. **Failure to pay wages to hourly non-exempt employees for workdays that**
4 **Defendants failed to provide legally required and compliant rest periods:** Plaintiff and other
5 current and former aggrieved California-based hourly non-exempt employees regularly worked
6 shifts of more than three-and-a-half (3.5) hours.

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

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

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

26 (a) Failing to provide Plaintiff and other current and former aggrieved California-based
27 hourly non-exempt employees with net ten (10) minute rest breaks for every four (4) hours worked
28 or major fraction thereof.

23. 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 with one (1) hour of pay at their regular rate of pay for each workday they did not receive legally required and compliant rest periods, in violation of Labor Code section 226.7.

24. 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 in which Defendants did not provide them with rest periods in compliance with California law.

25. **Failure to Indemnify for Losses and Expenditures Incurred as Part of Employment:** California law requires that every employer must indemnify its employees for all necessary expenditures or losses incurred by the employee in discharge of his or her duties or at the obedience of the directions of the employer. Moreover, an employer is prohibited from passing the ordinary business expenses and losses of the employer onto the employee. (Lab. Code, § 2802.)

26. Defendants have violated Labor Code Section 2802 by failing to indemnify Plaintiff and other current and former aggrieved California-based non-exempt hourly employees' necessary expenditures they incurred in the discharge of their duties. Specifically, Defendants employed a policy, practice, and procedure whereby Plaintiff and other current and former aggrieved California-based hourly non-exempt employees to use or purchase their own tools and/or resources in order to work for Defendants, including but not limited to their cell phone (including both telephone use and cellular data use) for work-related purposes - without reimbursing Plaintiff and other current and former aggrieved California-based hourly non-exempt employees for such use.

27. Moreover, Defendants employed policies and procedures which ensured Plaintiff and aggrieved employees would not receive indemnification for their employment related expenses. This practice resulted in Plaintiff and aggrieved employees not receiving such indemnification in compliance with California law.

1 28. Therefore, Defendants are liable to Plaintiff and aggrieved employees for their
2 employment related expenses, including but not limited to costs related to use of their personal
3 cell phones and costs associated with their uniforms pursuant to Labor Code section 2802.

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

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

20 31. **Failure to provide complete and accurate wage statements:** Labor Code section
21 226, subdivision (a). Labor Code section 226(a) provides, *inter alia*, that, upon paying an
22 employee his or her wages, the employer must "furnish each of his or her employees ... an
23 itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the
24 employee, except for any employee whose compensation is solely based on a salary and who is
25 exempt from payment of overtime under subdivision (a) of Section 515 or any applicable order of
26 the Industrial Welfare Commission, (3) the number of piece-rate units earned and any applicable
27 piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided, that all
28 deductions made on written orders of the employee may be aggregated and shown as one item, (5)

1 net wages earned, (6) the inclusive dates of the pay period for which the employee is paid, (7) the
2 name of the employee and his or her social security number, (8) the name and address of the legal
3 entity that is the employer, and (9) all applicable hourly rates in effect during the pay period and
4 the corresponding number of hours worked at each hourly rate by the employee.”

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

10 33. **Failure to pay employees all wages due at time of termination/resignation:** An
11 employer is required to pay all unpaid wages timely after an employee’s employment ends. The
12 wages are due immediately upon termination (Labor Code section 201) or within seventy-two (72)
13 hours of resignation (Labor Code section 202).

14 34. As a derivative of Plaintiff’s allegations above, because Defendants failed to pay
15 Plaintiff and other current and former aggrieved California-based hourly non-exempt employees
16 all their earned wages (including meal period premium wages, and/or rest period premium wages),
17 Defendants failed to pay those employees timely after each employee’s termination and/or
18 resignation, in violation of Labor Code sections 201, 202, and 203.

19 35. Labor Code sections 2699, subdivisions (a) and (g) authorize an aggrieved
20 employee, on behalf of himself or herself and other current or former employees, to bring a civil
21 action to recover civil penalties against all Defendants pursuant to the procedures specified in
22 Labor Code section 2699.3.

23 36. Plaintiff has complied with the procedures for bringing suit specified in Labor
24 Code section 2699.3. On September 27, 2023, Plaintiff filed a PAGA Claim Notice with the
25 LWDA and provided notice to Defendants by certified mail which provided notice of the specific
26 provisions of the Labor Code alleged to have been violated, including the facts and theories to
27 support the violations alleged.

28 37. Pursuant to Labor Code section 2699.3, the LWDA must give written notice by

1 certified mail to the parties that it intends to investigate the alleged violations of the Labor Code
2 within 60 days of the date of the complainant's written notice. The LWDA failed to provide the
3 parties notice within 60 days of the date of Plaintiff's PAGA Claim Notice that the LWDA intends
4 to investigate Plaintiff's claims.

5 38. Pursuant to Labor Code sections 2699(a) and (f), Plaintiff is entitled to recover civil
6 penalties for Defendants' violations of Labor Code sections 201, 202, 203, 204 226, 226.7, 512,
7 and 2802, During Plaintiff's employment and continuing through the present, preceding Plaintiff
8 sending the initial PAGA Claim Notice to the LWDA to the present, in the following amounts:

9 a. For violations of Labor Code sections 201, 202, 203, 204, 226.7, 512 and
10 2802; one hundred dollars (\$100) for each aggrieved employee per pay period for the initial
11 violation and two hundred dollars (\$200) for each aggrieved employee per pay period for each
12 subsequent violation [penalty amounts established by Labor Code section 2699(f)(2)].

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

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

19 **PRAYER FOR RELIEF**

20 **WHEREFORE, PLAINTIFF, ON BEHALF OF HIMSELF AND ON OTHER**
21 **AGGRIEVED EMPLOYEES, PRAYS AS FOLLOWS:**

22 **ON THE FIRST CAUSE OF ACTION:**

23 1. That Defendants be found to have violated the provisions of the Labor Code and
24 the IWC Wages Orders as to the Plaintiff and aggrieved employees;

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

28 3. For attorneys' fees and costs of suit, including but not limited to those recoverable

1 under California Labor Code section 2699(g); and

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

4

5 Dated: December 4, 2023

Respectfully submitted,
LAVI & EBRAHIMIAN, LLP

6

Vincent C. Granberry

7

By: _____

8

Joseph Lavi, Esq.
Vincent C. Granberry, Esq.

9

Aaron D. Boal, Esq.
Attorneys for Plaintiff

10

JOSE A. SIGALA

11

on behalf of himself and current and former
aggrieved employees

12

13

14

15

16

17

18

19

20

21

22

23

24

25

26

27

28