

1 **MAYALL HURLEY P.C.**
2 **ROBERT J. WASSERMANN (SBN: 258538)**
3 rwassermann@mavallaw.com
4 **JENNY D. BAYSINGER (SBN: 251014)**
5 jbaysinger@mavallaw.com
6 **VLADIMIR J. KOZINA (SBN: 284645)**
7 vjkozina@mavallaw.com
8 **112 S Church St.**
9 **Lodi, CA 95240**
10 **Telephone: (209) 477-3833**
11 **Website: www.mavallaw.com**

12 **Attorneys for Plaintiff Carl Searle**

13 **SUPERIOR COURT OF CALIFORNIA**
14 **COUNTY OF SAN JOAQUIN**

15 **JUSTIN TITUS,**

16 **Plaintiff,**

17 **vs.**

18 **WEST COAST TANK LINES, INC., and**
19 **DOES 1-100, inclusive,**

20 **Defendants.**

Case No.: STK-CV-UOE-2023-0013794

**CLASS AND INDIVIDUAL ACTION
COMPLAINT**

1. FAILURE TO PAY MINIMUM WAGE
2. FAILURE TO PAY OVERTIME
3. FAILURE TO PROVIDE MEAL BREAKS
4. FAILURE TO PROVIDE REST BREAKS
5. FAILURE TO PAY ALL WAGES DUE
AND OWING AT END OF
EMPLOYMENT
6. FAILURE TO PROVIDE ACCURATE
ITEMIZED WAGE STATEMENTS
7. FAILURE TO REIMBURSE BUSINESS
EXPENSES
8. UNLAWFUL BUSINESS PRACTICES
9. RETALIATION [Labor Code § 98.6]
10. RETALIATION [Labor Code § 1102.5]
11. RETALIATION [Labor Code § 6310]

21 Plaintiff Justin Titus brings this class and individual action against West Coast Tank Lines, Inc.
22 and Does 1-100 for violations of the California Labor Code and the Business and Professions Code.

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1 **PARTIES**

2 1. Justin Titus ("Plaintiff") is and at all times relevant herein was employed in San
3 Joaquin County, California, and was an "employee" as defined by the California Labor Code ("Labor
4 Code") and the applicable California Industrial Wage Commission ("IWC") Order(s).

5 2. West Coast Tank Lines, Inc ("WCTL") is a corporation organized and existing under
6 the laws of the state of California, with its principal place of business located at 17800 Comconex
7 Road, Manteca, San Joaquin County, California. which conducts business in California and throughout
8 the United States.

9 3. At all times relevant herein, WCTL has been an "employer" as defined by the Labor
10 Code and applicable IWC Order(s), and Plaintiff's employer.

11 4. WCTL and Does 1-100 are collectively referred to as Defendants.

12 5. Plaintiff is informed and believes, and on that basis alleges, that each of the Defendants
13 is responsible in some manner for the occurrences herein alleged and that Plaintiff's injuries and
14 damages herein alleged were legally caused by such Defendants. Unless otherwise indicated, each
15 Defendant was acting within the course and scope of said agency and/or employment, with the
16 knowledge and/or consent of said co-Defendant.

17 6. Plaintiff is informed and believes and thereupon alleges that at all times mentioned
18 herein, each of the Defendants was acting as the employer, joint employer, agent, servant, employee,
19 partner and/or joint venturer of and was acting in concert with each of the remaining Defendants in
20 doing the things herein alleged, while at all times acting within the course and scope of such agency,
21 service, employment partnership, joint venture and/or concert of action. Each Defendant, in doing the
22 acts alleged herein, was acting both individually and within the course and scope of such agency
23 and/or employment, with the knowledge and/or consent of the remaining Defendants.

24 **JURISDICTION AND VENUE**

25 7. This Court is the proper Court, and this action is properly filed in the Superior Court of
26 California for the County of San Joaquin because WCTL resides in San Joaquin County, Defendants
27 conduct business in this County and Plaintiff has performed work for Defendants in this County.
28 Plaintiff hereby demands a jury trial.

GENERAL ALLEGATIONS

8. WCTL is a refined petroleum products carrier based in Manteca, CA.

9. Plaintiff worked for WCTL from February 2023 until July 2023 and August 2023 until October 2023.

10. Throughout his employment, Plaintiff was a non-exempt employee entitled to be paid for every hour worked and overtime as appropriate.

11. Because of WCTL's unlawful compensation system, WCTL's non-exempt employees were routinely denied at least minimum wage for all hours worked.

12. Specifically, WCTL would (a) refuse to pay its employees minimum wage for each hour worked, (b) impermissibly cut their time, and/or (c) not pay drivers who transported hazardous loads for time they were required to remain with their trucks, including lunch breaks.

13. Because of WCTL's unlawful compensation system, WCTL's hourly, non-exempt employees were routinely underpaid for their overtime hours worked.

14. Specifically, WCTL would either (a) refuse to pay its employees for each hour of overtime worked, (b) impermissibly cut time, (c) not pay drivers who transported hazardous loads for time they were required to remain with their trucks, including lunch breaks, which time often constituted overtime, or (d) pay its employees for overtime only based on their base rate of pay rather than their regular rate of pay.

15. For example, Plaintiff and WCTL's other non-exempt employees were entitled to and often earned non-discretionary bonuses and other items of compensation including, but not limited to non-discretionary bonuses and training pay (See **Exhibits A, B and C**).

16. Notwithstanding the foregoing, these non-discretionary bonuses and other items of compensation were not factored into their "regular rate of pay" for the purposes of calculating the overtime rate (See **Exhibits C and D**).

17. Because of their busy schedules, understaffing, and unlawful policies, WCTL's non-exempt employees routinely were not relieved of all duties for their meal breaks, were not timely provided meal breaks, were not provided uninterrupted meal breaks and/or were not provided the requisite number of meal breaks for the duration of their shifts.

1 18. When its non-exempt, hourly employees were not provided compliant meal breaks,
2 WCTL either (a) failed to pay the appropriate premiums or (b) failed to pay premiums at the
3 employee's regular rate of pay (taking commissions, non-discretionary bonuses, and other items of
4 compensation into account)

5 19. Because of their busy schedules, understaffing, and unlawful policies, WCTL's non-
6 exempt employees routinely were not relieved of all duties for their duty-free rest breaks, were not
7 timely provided duty-free rest breaks, were not provided uninterrupted duty-free rest breaks and/or
8 were not provided the requisite number of duty-free rest breaks for the duration of their shifts.

9 20. When its non-exempt, hourly employees were not provided compliant rest breaks,
10 WCTL either (a) failed to pay the appropriate premiums or (b) failed to pay premiums at the
11 employee's regular rate of pay (taking commissions, non-discretionary bonuses, and other items of
12 compensation into account).

13 21. Plaintiff and WCTL's other non-exempt employees were also entitled to sick pay. Any
14 sick pay used appeared on their wage statements as "Hourly Sick". WCTL failed to include
15 commissions, non-discretionary bonuses, and other items of compensation when determining Plaintiff
16 and its other non-exempt employees' regular rate of pay for purposes of sick pay.

17 22. Because of the violations set forth above, the wage statements furnished by WCTL to
18 its non-exempt employees violated Labor Code section 226(a) insofar as they failed to:

- 19 a. Accurately show the gross wages earned in violation of section 226(a)(1);
- 20 b. Accurately show the total number of hours worked by the employee in violation of
- 21 section 226(a)(2);
- 22 c. Accurately show the net wages earned in violation of section 226(a)(5); and
- 23 d. Accurately show all applicable hourly rates in effect during the pay period and the
- 24 corresponding number of hours worked at each hourly rate in violation of section
- 25 226(a)(9).

26 23. Separately, and apart from the above, the wage statements WCTL furnishes to its non-
27 exempt employees violate Labor Code section 226(a) insofar as they fail to accurately show the total
28 hours worked in violation of section 226(a)(2).

1 24. Specifically, they list multiple different categories of earnings including, but not limited
2 to: (1) “Straight Time”, (2) “Hourly Overtime”, (3) “Training Pay”, and (4) “Bonus. See **Exhibit D**.
3 With respect to the hours worked during the pay period, the wage statements (a) inaccurately include
4 all of the different categories of earnings together under the heading “Qty” and (b) fail to accurately
5 set forth the number of hours Plaintiff and the other non-exempt employees actually worked. The
6 wage statements also do not include a line item for “total hours worked” at all. See *Id.*

7 25. For example, during the pay period of April 23, 2023, through May 6, 2023, Plaintiff’s
8 wage statement indicates that he worked 80:00 “Straight Time” hours, 29:12 “Hourly Overtime”
9 hours, and 15:42 “Training Pay” hours, for a total of 124:54 “Qty”. See **Exhibit D**. Plaintiff did not
10 work 124:54 hours during the pay period. *Id.*

11 26. If Plaintiff or another of WCTL’s non-exempt employees sought to calculate the total
12 number of hours worked during a pay period and added the hours listed under each of the
13 aforementioned categories, the total hours worked would be incorrect. *Id.*; see *McKenzie v. Federal*
14 *Exp. Corp.*, 275 F.R.D. 290, 292 (C.D. Cal. 2011).

15 27. Because Plaintiff and WCTL’s other employees are not compensated for all of their
16 minimum wage, overtime, and sick pay, are not compensated for the same at the appropriate rates, and
17 do not receive appropriate premium pay associated with missed meal and rest breaks, they are not
18 timely paid each pay period and at the end of their employment.

19 28. Plaintiff and Defendants’ other hourly, non-exempt employees were not properly
20 reimbursed for business expenses incurred in the performance of their job duties. These expenses
21 included, but were not limited to, costs associated with use of their personal cell phones both on and
22 off the job to communicate with WCTL and their co-workers.

23 29. From at least four years prior to the filing of this action, Defendants have adopted and
24 employed unfair business practices. These unfair business practices include, but are not limited to,
25 failing to properly pay all minimum and overtime wages due, failing to provide compliant meal and
26 rest breaks, and failing to reimburse employees for all business expresses.

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INDIVIDUAL ALLEGATIONS

30. Plaintiff complained to WCTL numerous times about the issues he was having with his pay. Specifically, Plaintiff complained that he felt as though his pay and time were less than they should be.

31. On one occasion, Plaintiff even requested his logbooks to compare his paid time to his logs, but WCTL, by and through Theresa Hagopian (“Ms. Hagopian”) and Jeremy [last name unknown] (“Jeremy”) refused his request.

32. Plaintiff also complained on multiple occasions that he was not getting his meal breaks.

33. On one occasion, Plaintiff complained that if WCTL was not going to allow its employees to take their meal breaks then they should be getting paid straight time or overtime.

34. On another occasion, Plaintiff complained that he was not being relieved of duty (and thus provided an off-duty meal period) because he could not leave his truck. Notwithstanding the foregoing, Ms. Hagopian told Plaintiff that she did not care and that he needed to report a 30-minute break anyway.

35. About a week before he was terminated, Ms. Hagopian called Plaintiff was called into the shop to talk. Once there, Ms. Hagopian showed Plaintiff a stack of his trip sheets on which he had not recorded a 30-minute meal break.

36. When asked why he had not reported a 30-minute break, Plaintiff stated that he was not going to falsify records and put that he received a 30-minute meal break if he did not receive one. Ms. Hagopian angrily responded, “Well from now on make sure you take a lunch break and put it on the trip sheet” before walking off.

37. On October 4, 2023, Plaintiff was assigned a truck that was low on oil. When Plaintiff complained, WCTL’s mechanic topped the oil off for Plaintiff and sent him on his way. Unfortunately, however, the mechanic did not properly secure the oil cap and engine oil was sprayed all over the engine compartment and brakes.

38. After returning to the yard he was offered a different truck, but it was incorrectly placarded and he could not use it for the route he had been assigned.

39. When Plaintiff asked for a different truck, he was provided another truck that was low on coolant, oil and diesel fluid. When Plaintiff asked what to do, Dispatcher Doug [last name unknown] (“Doug”) became annoyed and told him to refill it. When Plaintiff explained that the requisite fluids were not in the truck like they were supposed to be and that, per company rule, only mechanics were allowed in the shop, Doug responded angrily that he didn’t know what to tell Plaintiff.

40. Not wanting to start an argument and having already completed over half his shift, Plaintiff suggested that perhaps he should just go home and start fresh the next day. Doug agreed.

41. Less than 15 minutes into his trip home, Plaintiff received an incensed call from Jeremy who exclaimed, “What the fuck are you doing?” Plaintiff explained the situation to Jermerly, who seemed to understand.

42. Jeremy then suggested that Plaintiff drive truck No. 229. Plaintiff refused to drive truck No. 229, however, because it needed alignment and wasn't safe. In response, Jermey instructed Plaintiff to return to the yard the next day for his last check. When Plaintiff asked if he was being fired, Jermey responded that he quit. Plaintiff argued that he was not quitting, but Jermey did not change his position and Plaintiff's employment was terminated.

CLASS ACTION ALLEGATIONS

43. Plaintiff seeks to maintain this action as a class action as to the First through Eighth Causes of Action. Plaintiff brings this action, on behalf of himself and all others similarly situated, as a class action pursuant to Code of Civil Procedure 382. The putative classes which Plaintiff seeks to represent consist of the following:

- a. All current and former non-exempt employees who worked for Defendants from December 19, 2019, through the date of trial (the “Non-Exempt Class”);
- b. All current and former non-exempt employees worked one or more shifts of longer than five hours for Defendants from December 19, 2019, through the date of trial (the “Meal Break Class”);
- c. All current and non-exempt employees who worked for Defendants from December 19, 2019, through the date of trial (the “Rest Break Class”);

- 1 d. All current and former non-exempt employees who received a wage statement from
2 Defendants from December 19, 2022, through the date of trial (the “Wage
3 Statement Class”);
4 e. All current and non-exempt employees who worked for Defendants from December
5 15, 2019, through the date of trial (the “the 2802 Class”); and
6 f. All members of the Non-Exempt Class, the, Meal Break Class, and the Rest Break
7 Class, whose employment ended between December 15, 2020, through the date of
8 trial (the “Waiting Time Penalty Class”).

9 The Non-Exempt Class, Meal Break Class, Rest Break Class, Wage Statement Class, 2802 Class, and
10 Waiting Time Penalty Class are collectively referred to as the “Class”.

11 44. The class of persons is so numerous that joinder of all members is impracticable, and
12 the disposition of their claims in a class action is a benefit to the parties and to the Court. Plaintiff is
13 informed and believes, and based thereon alleges, that Defendants employ more than 500 employees
14 who satisfy the class definition. Although the exact number and identity of class members is not
15 presently known, they can be identified in Defendants’ records through coordinated discovery
16 pursuant to this class action.

17 45. This action may be maintained as a class because the questions of law and fact which
18 are common to class members clearly predominate over any questions affecting only individual
19 members and because a class action is superior to other available methods for adjudicating the
20 controversy.

21 46. There are numerous common questions of law and fact arising out of Defendants’
22 conduct. This class action focuses on Defendants’ systematic failure to: (a) properly pay employees
23 for all hours worked, including overtime; (b) provide compliant meal and rest breaks and to pay the
24 requisite premiums in the event of non-compliant breaks; (c) provide accurate itemized wage
25 statements, (d) reimburse non-exempt employees for business expenses, and (e) timely pay all wages
26 due and owing each pay period and at the end of employment.

1 47. Furthermore, common questions of fact and law predominate over any questions
2 affecting only individual members of the class. The predominating common or class-wide questions
3 of law and fact include the following:

- 4 a. Whether Defendants failed to pay all their non-exempt employees for all hours
5 worked;
- 6 b. Whether Defendants underpaid their non-exempted employees' overtime because
7 they failed to include, or to properly include, their earned commissions, non-
8 discretionary bonuses, and other items of compensation in their regular rate of pay;
- 9 c. Whether Defendants failed to pay their non-exempt employees for all overtime
10 worked;
- 11 d. Whether Defendants failed to provide compliant meal and breaks to their non-
12 exempt employees;
- 13 e. Whether Defendants failed to pay all earned wages to their non-exempt employees;
- 14 f. Whether Defendants failed to pay premiums to their non-exempt employees as a
15 result of non-compliant meal and rest breaks and/or failed to pay them at the
16 appropriate regular rate of pay;
- 17 g. Whether the Defendants failed to furnish accurate itemized wage statements;
- 18 h. Whether Defendants failed to reimburse their non-exempt employees for all
19 business expenses they reasonably incurred carrying out their job duties;
- 20 i. Whether Defendants failed to pay all wages due and owing at end of their non-
21 exempt employees' employment;
- 22 j. Whether the alleged violations constitute unfair business practices;
- 23 k. Whether the Class is entitled to injunctive relief; and
- 24 l. Whether the Class is entitled to unpaid wages, statutory penalties and/or
25 restitutionary relief, and the amount of the same.

26 48. Plaintiff's claims are typical of the claims of the members of the Class as a whole, all of
27 whom have sustained and/or will sustain damage and injury as a proximate and/or legal result of the
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1 alleged violations of Defendants. Plaintiff's claims are typical of those of the Class because
2 Defendants subjected Plaintiff and each member of the Class to the same violations alleged herein.

3 49. The defenses of Defendants, to the extent that such defenses apply, are applicable
4 generally to the whole Class and are not distinguishable as to the proposed class members.

5 50. Plaintiff will fairly and adequately protect the interests of all members of the Class, and
6 has retained attorneys with extensive experience in litigation, including class and representative
7 actions. Plaintiff has no interests that conflict with those of the Class. Plaintiff is able to fairly and
8 adequately protect the interests of all members of the class because it is in his best interest to prosecute
9 the claims alleged herein in order to obtain the full compensation due himself and the other class
10 members.

11 51. A class action is superior to any other method available for fairly and efficiently
12 adjudicating the controversy because 1) joinder of individual class members is not practicable, 2)
13 litigating the claims of individual class members would be unnecessarily costly and burdensome and
14 would deter individual claims, 3) litigating the claims of individual class members would create a risk
15 of inconsistent or varying adjudications that would establish incompatible standards of conduct for
16 Defendants, 4) class members still working for Defendants may be fearful of retaliation if they were to
17 bring individual claims, 5) class members would be discouraged from pursuing individual claims
18 because the damages available to them are relatively small, and 6) public policy encourages the use of
19 the class actions to enforce employment laws and protect individuals who, by virtue of their
20 subordinate position, are particularly vulnerable.

21 52. Judicial economy will be served by maintenance of this lawsuit as a class action. To
22 process numerous virtually identical individual cases will significantly increase the expense to and
23 burden on the Court, the class members, and Defendants, all while unnecessarily delaying the
24 resolution of this matter. There are no obstacles to effective and efficient management of this lawsuit
25 as a class action by this Court and doing so will provide multiple benefits to the litigating parties
26 including, but not limited to, efficiency, economy, and uniform adjudication with consistent results.

1 53. Notice of a certified class action and any result or resolution of the litigation can be
2 provided to class members by mail, email, publication, or such other methods of notice as deemed
3 appropriate by the Court.

4 **FIRST CAUSE OF ACTION**
5 **VIOLATION OF CALIFORNIA LABOR CODE § 1128.12 et seq.**
6 **(Failure to Pay Minimum Wage)**
7 **Against Defendants**

8 54. Plaintiff hereby realleges and incorporates by reference each and every allegation set
9 forth above as though fully set forth herein, except as said paragraphs are inconsistent with the
10 allegations of this cause of action.

11 55. California Labor Code section 1182.12 establishes the minimum wage for California
12 employees from July 1, 2014, to present.

13 56. Labor Code Section 1194 provides, in relevant part:

14 Notwithstanding any agreement to work for a lesser wage, any employee receiving less
15 than the legal minimum wage ... applicable to the employee is entitled to recover in a
16 civil action the unpaid balance of the full amount of this minimum wage ... including
17 interest thereon, reasonable attorney's fees, and costs of suit.

18 57. Labor Code section 1194.2 provides, in relevant part:

19 In any action under ... Section 1194 to recover wages because of the payment of a wage
20 less than the minimum wage fixed by an order of the commission, an employee shall be
21 entitled to recover liquidated damages in an amount equal to the wages unlawfully
22 unpaid and interest thereon.

23 58. Labor Code section 1197 provides that the minimum wage for employees fixed by the
24 commission is the minimum wage to be paid to employees, and the payment of a lesser wage is
25 unlawful.

26 59. Pursuant to California Labor Code section 1198, the maximum hours of work and
27 standard conditions of labor fixed by the commission shall be the maximum hours of work and the
28 standard conditions of labor for employees and the employment of any employee for longer hours than
those fixed by the commission or under conditions of labor prohibited by the order is unlawful.

60. During the relevant time period, Defendants intentionally and willfully failed to pay Plaintiff and its other non-exempt employees for every hour worked and subject to the control of Defendants.

61. Wherefore, Plaintiff and the other members of the Non-Exempt Class have been injured as set forth above and request relief as hereafter provided.

SECOND CAUSE OF ACTION
VIOLATION OF CALIFORNIA LABOR CODE §§ 510 & 1198
(Failure to Pay Overtime)
Against Defendants

62. Plaintiff hereby realleges and incorporates by reference each and every allegation set forth above as though fully set forth herein, except as said paragraphs are inconsistent with the allegations of this cause of action.

63. Pursuant to California Labor Code section 510, any work in excess of eight hours in one workday and any work in excess of 40 hours in any one workweek and the first eight hours worked on the seventh day of work in any one workweek shall be compensated at the rate of no less than one and one-half times the regular rate of pay for an employee. Any work in excess of 12 hours in one 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 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.

64. Pursuant to California Labor Code section 1198, the maximum hours of work and standard conditions of labor fixed by the commission shall be the maximum hours of work and the standard conditions of labor for employees and the employment of any employee for longer hours than those fixed by the commission or under conditions of labor prohibited by the order is unlawful.

65. During the relevant time period, and as explained more fully in the preceding paragraphs, Plaintiff and Defendants' other hourly, non-exempt employees regularly worked overtime.

66. During the relevant time period, Defendants intentionally and willfully failed to pay Plaintiff and their other hourly, non-exempt employees the proper overtime wages due to them.

67. Wherefore, Plaintiff and the other members of the Non-Exempt Class have been injured as set forth above and request relief as hereafter provided.

THIRD CAUSE OF ACTION
VIOLATION OF LABOR CODE §§ 226.7, 512 and IWC WAGE ORDERS
(Failure to Provide Meal Periods)
Against Defendants

68. Plaintiff hereby realleges and incorporates by reference each and every allegation set forth above as though fully set forth herein, except as said paragraphs are inconsistent with the allegations of this cause of action.

69. Labor Code § 226.7 requires employers to provide employees meal breaks as mandated by Order of the Industrial Welfare Commission. It states:

- a. No employer shall require any employee to work during any meal or rest period mandated by an applicable order of the Industrial Welfare Commission.
- b. If an employer fails to provide an employee a meal period or rest period in accordance with an applicable order of the Industrial Welfare Commission, the employer shall pay the employee 1 additional hour of pay at the employee's regular rate of compensation for each work day that the meal or rest period is not provided.

70. Labor Code § 512(a) and the applicable Wage Order(s) provide that an employer may not employ a person for a work period of more than 5 hours per day without providing that employee a meal period of not less than 30 minutes, except that if the total work period per day is no more than six hours, the meal period may be waived by mutual consent of both the employer and employee. An employer may not employ a person for a work period of more than 10 hours per day without providing an employee with a second meal period of not less than 30 minutes, except that if the total work period per day of the employee is no more than twelve 12 hours, the meal period may be waived by mutual consent of both the employer and the employee, and if the first meal period was not waived.

71. During the relevant time period, Plaintiff and Defendants' other hourly, non-exempt employees were not provided with compliant meal breaks, nor did they receive an additional hour of premium pay for each missed meal break.

72. Wherefore, Plaintiff and the other members of the Meal Break Class have been injured as set forth above and request relief as hereafter provided.

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FOURTH CAUSE OF ACTION
VIOLATION OF LABOR CODE §§ 226.7, 512 and IWC WAGE ORDERS
(Failure to Provide Rest Periods)
Against Defendants

73. Plaintiff hereby realleges and incorporates by reference each and every allegation set forth above as though fully set forth herein, except as said paragraphs are inconsistent with the allegations of this cause of action.

74. Labor Code § 226.7 requires employers to provide employees rest periods as mandated by Order of the Industrial Welfare Commission. It states:

- a. No employer shall require any employee to work during any meal or rest period mandated by an applicable order of the Industrial Welfare Commission.
- b. If an employer fails to provide an employee a meal period or rest period in accordance with an applicable order of the Industrial Welfare Commission, the employer shall pay the employee 1 additional hour of pay at the employee's regular rate of compensation for each work day that the meal or rest period is not provided

75. The applicable Wage Order(s) provides that every "employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period. The authorized rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof..." The applicable Wage Order further provides that "[i]f an employer fails to provide an employee rest period in accordance with the applicable provisions of this order, the employer shall pay the employee one (1) hour of pay at the employee's regular rate of compensation for each workday that the rest period is not provided."

76. During the relevant time period, Plaintiff and Defendants' other hourly, non-exempt employees were not provided with compliant rest breaks, nor did they receive an additional hour of premium pay for each missed rest break.

77. Wherefore, Plaintiff and the other members of the Rest Break Class have been injured as set forth above and request relief as hereafter provided.

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FIFTH CAUSE OF ACTION
VIOLATION OF LABOR CODE §§ 201, ET SEQ.
(Failure to Pay All Wages Due and Owing at End of Employment)
Against Defendants

78. Plaintiff hereby realleges and incorporates by reference each and every allegation set forth above as though fully set forth herein, except as said paragraphs are inconsistent with the allegations of this cause of action.

79. California Labor Code section 201 provides that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately.

80. California Labor Code section 202 requires an employer to pay an employee all earned wages within 72 hours of the employee quitting his or her employment, or immediately at the time of quitting if the employee has given 72 hours previous notice of his or her intention to quit.

81. As set forth above, Plaintiff and Defendants' other hourly, non-exempt employees were not timely paid all of their earned wages during employment, including minimum wage, overtime, and meal and rest break premiums. As a result, there were necessarily outstanding and unpaid wages due and owing when their employment with Defendants ended. Those wages remain outstanding.

82. Wherefore, Plaintiff and the other members of the Waiting Time Penalty Class have been injured as set forth above and request relief as hereafter provided.

SIXTH CAUSE OF ACTION
VIOLATION OF LABOR CODE § 226(a)
(Failure to Furnish Accurate Itemized Wage Statements)
Against Defendants

83. Plaintiff hereby realleges and incorporates by reference each and every allegation set forth above as though fully set forth herein, except as said paragraphs are inconsistent with the allegations of this cause of action.

84. Pursuant to California Labor Code section 226(a) "every employer shall, semimonthly or at the time of each payment of wages, furnish each of his or her employees, either as a detachable part of the check, draft, or voucher paying the employee's wages, or separately when the wages are paid by personal check or cash, an accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the employee [. . .], (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, (5) net wages

1 earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the
2 employee and only the last four digits of his or her social security number or an employee
3 identification number, (8) the name and address of the legal entity that is the employer [. . .], (9) all
4 applicable hourly rates in effect during the pay period and corresponding number of hours worked at
5 each hourly rate by the employee and, if the employer is a temporary services employer [. . .], the rate
6 of pay and the total hours worked for each temporary services assignment.”

7 85. An employee suffering injury as a result of the knowing and intentional failure by an
8 employer to comply with Labor Code section 226(a) is entitled to recover the greater of all actual
9 damages or fifty dollars (\$50) for the initial pay period in which a violation occurs and one hundred
10 dollars (\$100) per employee for each violation in a subsequent pay period, not to exceed the aggregate
11 penalty of four thousand dollars (\$4,000), and is entitled to an award of costs and reasonable
12 attorney’s fees. Labor Code § 226(e)(1).

13 86. An employee is deemed to suffer injury if the employer fails to provide a wage
14 statement or if the employer fails to provide accurate and complete information as required by any one
15 or more of the items (1) to (9), inclusive, of subdivision (a) and the employee cannot promptly and
16 easily determine from the wage statement alone, i) the amount of gross/net wages paid to the employee
17 during the pay period or any of the other information required to be provided pursuant to Labor Code
18 section 226(a) items (2) to (4), inclusive, (6) and (9), ii) deductions made by the employer, iii) the
19 name and address of the employer and iv) the name of the employee and the last four digits of his or
20 her social security number or employee identification number. Labor Code § 226(e)(2)(A) and (B)(i)-
21 (iv). “Promptly and easily determine” means a reasonable person would be able to readily ascertain
22 the information without reference to other documents or information. Labor Code § 226(e)(2)(C).

23 87. As set forth above, Defendants intentionally and willfully failed to furnish accurate
24 itemized wage statements which complied with Labor Code section 226.

25 88. Wherefore, Plaintiff and the other members of the Wage Statement Class have been
26 injured as set forth above and request relief as hereafter provided.

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1 **SEVENTH CAUSE OF ACTION**
2 **VIOLATION OF CALIFORNIA LABOR CODE § 2802**
3 **(Failure to Reimburse Business Expenses)**
4 **Against Defendants**

5 89. Plaintiff hereby realleges and incorporates by reference each and every allegation set
6 forth above as though fully set forth herein, except as said paragraphs are inconsistent with the
7 allegations of this cause of action.

8 90. Labor Code section 2802 requires employers to reimburse their employees for business
9 expenses reasonably incurred in the performance of their job duties.

10 91. As set forth above, Defendants have failed to reimburse their non-exempt employees
11 for expenses incurred as a direct consequence of the performance of their job duties.

12 92. Wherefore, Plaintiff and the other members of the 2802 Class have been injured as set
13 forth above and request relief as hereafter provided.

14 **EIGHTH CAUSE OF ACTION**
15 **VIOLATION OF CALIFORNIA BUSINESS AND PROFESSIONS CODE §§ 17200 *ET SEQ.***
16 **(Unfair Business Practices)**
17 **Against Defendants**

18 93. Plaintiff hereby realleges and incorporates by reference each and every allegation set
19 forth above as though fully set forth herein, except as said paragraphs are inconsistent with the
20 allegations of this cause of action.

21 94. The statutory violations, as alleged above, are unfair business practices within the
22 meaning of the Unfair Competition Law (Business and Professions Code sections 17200 *et seq*), and
23 include, but are not limited to failing to properly pay minimum and overtime wages, failing to provide
24 complaint meal and rest breaks or to pay premiums associated with the same, and failing to properly
25 calculate and pay for redeemed sick leave and failing to reimburse all reasonably necessary expenses
26 incurred.

27 95. Wherefore, Plaintiff and the other members of the Non-Exempt Class, the Meal Break
28 Class, the Rest Break Class, and the 2802 Class have been damaged as set forth above and request
relief as hereafter provided.

1 96. Plaintiff hereby realleges and incorporates by reference each and every allegation set
2 forth above as though fully set forth herein, except as said paragraphs are inconsistent with the
3 allegations of this cause of action.

4 97. Wherefore, Plaintiff and the other members of the Non-Exempt Class, the Meal Break
5 Class, Rest Break Class have been damaged as set forth above and request relief as hereafter provided.

6 **NINTH CAUSE OF ACTION**
7 **VIOLATION OF LABOR CODE SECTION 98.6**
8 **(Retaliation)**
9 **Against Defendants on Behalf of Plaintiff Individually**

10 98. Plaintiff hereby realleges and incorporates by reference each and every allegation set
11 forth above as though fully set forth herein, except as said paragraphs are inconsistent with the
12 allegations of this cause of action.

13 99. Labor Code section 98.6, subdivision (a) provides that “[a] person shall not discharge
14 an employee or in any manner discriminate, retaliate, or take any adverse action against any employee
15 or applicant for employment because the employee or applicant engaged in any conduct delineated in
16 this chapter, including the conduct described in subdivision (k) of Section 96, and Chapter 5
17 (commencing with Section 1101) of Part 3 of Division 2, or because the employee or applicant for
18 employment has filed a bona fide complaint or claim or instituted or caused to be instituted any
19 proceeding under or relating to his or her rights that are under the jurisdiction of the Labor
20 Commissioner, made a written or oral complaint that he or she is owed unpaid wages, or because the
21 employee has initiated any action or notice pursuant to Section 2699, or has testified or is about to
22 testify in a proceeding pursuant to that section, or because of the exercise by the employee or applicant
23 for employment on behalf of himself, herself, or others of any rights afforded him or her.”

24 100. Nevertheless, as set forth above, Defendants retaliated against Plaintiff because he
25 exercised rights provided under the Labor Code.

26 101. As a direct and proximate result of Defendants’ conduct, Plaintiff has been harmed and
27 requests relief as hereafter provided.

28 ///

///

TENTH CAUSE OF ACTION
VIOLATION OF LABOR CODE SECTION 1102.5(b)
(Retaliation)
Against all Defendants on behalf of Plaintiff individually

102. Plaintiff hereby realleges and incorporates by reference each and every paragraph as though fully set forth herein, except as said paragraphs are inconsistent with the allegations of this cause of action.

103. Labor Code section 1102.5, subdivision (b) expressly prohibits an employer, or anyone acting on behalf of an employer, from retaliating against an employee for disclosing/reporting information about alleged violation/non-compliance with a state or federal statute, rule, or regulation to any person with authority over the employee.

104. Nevertheless, as set forth above, Defendants retaliated against Plaintiff because he complained about alleged violations of the law.

105. As a result of Defendant's conduct, Plaintiff has suffered damages.

106. Wherefore, Plaintiff has been damaged as set forth below and requests relief as hereafter provided.

ELEVENTH CAUSE OF ACTION
VIOLATION OF LABOR CODE SECTION 6310
(Retaliation)
Against all Defendants on behalf of Plaintiff individually

107. Plaintiff hereby realleges and incorporates by reference each and every paragraph as though fully set forth herein, except as said paragraphs are inconsistent with the allegations of this cause of action.

108. Labor Code section 6310 prohibits an employer from retaliating against an employee who complains about safety or health conditions or practices at the workplace.

109. Nevertheless, as set forth above, Defendants retaliated against Plaintiff because he complained about safety or health conditions in the workplace.

110. Wherefore, Plaintiff has been damaged as set forth below and requests relief as hereafter provided.

///

1 **PRAYER FOR RELIEF**

2 WHEREFORE, Plaintiffs prays judgment against Defendants as follows:

3 **As to the First through Eighth Causes of Action:**

- 4 1. That this Court certify the Class;
- 5 2. That this Court appoint Plaintiff as representative of the Class;
- 6 3. That this Court appoint Mayall Hurley, P.C. as Class Counsel;
- 7 4. That this Court award actual, compensatory, special, and general damages as well as
- 8 restitutionary relief to Plaintiff and the members of the Class;
- 9 5. That this Court award injunctive relief, including that available under Labor Code
- 10 sections 226(h) and Business and Professions Code Section 17203;
- 11 6. That this Court award penalties and liquidated damages including, but not limited to,
- 12 those available under Labor Code sections 203, 226, 226.7, 512 and 1194.2;
- 13 7. That this Court award statutory attorneys' fees and costs, including those available
- 14 under Labor Code sections 218.5, 226(e)(1), and 1194 as well as Code of Civil
- 15 Procedure section 1021.5;
- 16 8. That this Court award prejudgment and post-judgment interest according to any
- 17 applicable provision of law or as otherwise permitted by law; and
- 18 9. That this Court award such other and further relief as the court deems just and proper.

19 **As to the Ninth through Eleventh Causes of Action:**

- 20 1. For economic (special) and non-economic (general) damages in an amount yet
- 21 unknown, but in excess of the minimum jurisdictional limit of this Court;
- 22 2. For injunctive relief;
- 23 3. For punitive and/or exemplary damages;
- 24 4. Civil Penalties under Labor Code sections 98.6 and 1102.5;
- 25 5. For statutory attorneys' fees and costs, including those available under Labor code
- 26 sections 98.6, 1102.5;
- 27
- 28

- 1 6. For prejudgment and post-judgment interest according to any applicable provision of
2 law or as otherwise permitted by law, including that available under Civil Code
3 sections 3287(a) and 3289(b);
4 7. For such other and further relief as the Court deems just and proper.
5

6 **DATED:** December 19, 2023

MAYALL HURLEY P.C.

7
8 By _____



ROBERT J. WASSERMANN

JENNY D. BAYSINGER

Attorneys for Plaintiff and the Putative Class
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EXHIBIT A

DRIVER BONUS POLICY

Revised 12/29/2021

V:4

Effective immediately West Coast Tank Lines will be paying a monthly bonus based on several criteria. We will be running monthly reports checking for Speeding, Hard Braking, Harsh Cornering, Harsh Acceleration, and Engine Abuse. The company will also continue to monitor for excessive tardiness (ie. More than 3 times), cell phone usage while driving and seat belt usage and signed certified driver schedule that actual meals and rest periods were taken during the pay period. West Coast Tank Lines will pay a \$2.00 per hour bonus plus overtime provided all of these criteria have been met and you do not cost the company any money i.e. tank overfill, contamination, wrecking company property or customer property. Also, if a driver leaves the company prior to a bonus payout the money is retained by the company.

Thank You for your continued service

Aaron Stagno

Driver Signature

A handwritten signature in black ink, appearing to be "J. Stagno", written over a horizontal line.

EXHIBIT B

West Coast Tank Lines Inc
17800 Comconex Rd
Manteca, Ca 95336

Justin Titus



Employee Pay Stub		Check number: 9567		Pay Period: 03/01/2023 - 03/31/2023		Pay Date: 04/21/2023			
Employee				SSN					
Justin Titus, 4251 Bartelink Drive, Valley Springs, CA 95252				***-**-2502					
Earnings and Hours		Qty	Rate	Current	YTD Amount	Vacation	Accrued	Used	Available
Bonus			596.56	596.56	596.56	Current	0:00		1:32
Straight Time					9,440.00	YTD		15:24	
Hourly Overtime					5,108.91				
		0.00		596.56	15,145.47				
Taxes				Current	YTD Amount				
Medicare Employee Addl Tax				0.00	0.00				
Federal Withholding				0.00	-1,010.00				
Social Security Employee				-36.99	-939.02				
Medicare Employee				-8.65	-219.61				
CA - Withholding				0.00	-232.76				
CA - Disability Employee				-5.37	-136.31				
				-51.01	-2,537.70				
Net Pay				545.55	12,607.77				

EXHIBIT C

West Coast Tank Lines Inc
17800 Comconex Rd
Manteca, Ca 95336

Justin Titus



Direct Deposit

Employee Pay Stub		Check number: DD4205		Pay Period: 02/26/2023 - 03/11/2023		Pay Date: 03/17/2023				
Employee				SSN						
Justin Titus, 4251 Bartelink Drive, Valley Springs, CA 95252				***-**-2502						
Earnings and Hours		Qty	Rate	Current	YTD Amount	Direct Deposit		Amount		
Straight Time		80:00	31.00	2,480.00	4,480.00	Checking - *****7757		2,418.73		
Hourly Overtime		11:50	46.50	550.25	1,357.13					
		91:50		3,030.25	5,837.13					
Taxes				Current	YTD Amount					
Medicare Employee Addl Tax				0.00	0.00					
Federal Withholding				-292.00	-535.00					
Social Security Employee				-187.87	-361.90					
Medicare Employee				-43.94	-84.64					
CA - Withholding				-60.44	-106.13					
CA - Disability Employee				-27.27	-52.53					
				-611.52	-1,140.20					
Net Pay				2,418.73	4,696.93					
						Vacation		Accrued	Used	Available
						Current		0:00		1:32
						YTD			15:24	
						Memo				
						Direct Deposit				

West Coast Tank Lines Inc
17800 Comconex Rd
Manteca, Ca 95336

Justin Titus



Direct Deposit

Employee Pay Stub		Check number: DD4241		Pay Period: 03/12/2023 - 03/25/2023		Pay Date: 03/31/2023	
Employee				SSN			
Justin Titus, 4251 Bartelink Drive, Valley Springs, CA 95252				***-**-2502			
Earnings and Hours		Qty	Rate	Current	YTD Amount		
Straight Time		80:00	31.00	2,480.00	6,960.00		
Hourly Overtime		29:40	46.50	1,379.50	2,736.63		
		109:40		3,859.50	9,696.63		
Taxes				Current	YTD Amount		
Medicare Employee Addl Tax				0.00	0.00		
Federal Withholding				-475.00	-1,010.00		
Social Security Employee				-239.29	-601.19		
Medicare Employee				-55.96	-140.60		
CA - Withholding				-126.63	-232.76		
CA - Disability Employee				-34.74	-87.27		
				-931.62	-2,071.82		
Net Pay				2,927.88	7,624.81		
Direct Deposit				Amount			
Checking - *****7757				2,927.88			
Vacation		Accrued		Used		Available	
Current		0:00				1:32	
YTD				15:24			
Memo							
Direct Deposit							

West Coast Tank Lines Inc
17800 Comconex Rd
Manteca, Ca 95336

Justin Titus



Direct Deposit

Employee Pay Stub

Check number: DD4275

Employee

Justin Titus, 4251 Bartelink Drive, Valley Springs, CA 95252

Earnings and Hours	Qty	Rate	Current	YTD Amount
Straight Time	80:00	31.00	2,480.00	9,440.00
Hourly Overtime	51:01	46.50	2,372.28	5,108.91
	131:01		4,852.28	14,548.91
Taxes			Current	YTD Amount
Medicare Employee Addl Tax			0.00	0.00
Federal Withholding			0.00	-1,010.00
Social Security Employee			-300.84	-902.03
Medicare Employee			-70.36	-210.96
CA - Withholding			0.00	-232.76
CA - Disability Employee			-43.67	-130.94
			-414.87	-2,486.69
Net Pay			4,437.41	12,062.22

Pay Period: 03/26/2023 - 04/08/2023

Pay Date: 04/14/2023

SSN

***-**-2502

Direct Deposit	Amount		
Checking - *****7757	4,437.41		
Vacation	Accrued	Used	Available
Current	0:00		1:32
YTD		15:24	
Memo			
Direct Deposit			

EXHIBIT D

West Coast Tank Lines Inc
17800 Comconex Rd
Manteca, Ca 95336

Justin Titus

Direct Deposit

Employee Pay Stub		Check number: DD4345		Pay Period: 04/23/2023 - 05/06/2023		Pay Date: 05/12/2023				
Employee				SSN						
Justin Titus, 4251 Bartelink Drive, Valley Springs, CA 95252				***-**-2502						
Earnings and Hours		Qty	Rate	Current	YTD Amount	Direct Deposit		Amount		
Straight Time		80:00	31.00	2,480.00	14,400.00	Checking - *****7757		3,481.77		
Hourly Overtime		29:12	46.50	1,357.80	7,695.86					
Training Pay		15:42	2.00	31.40	31.40	Vacation		Accrued	Used	Available
Bonus					596.56	Current		1:32		9:13
		124:54		3,869.20	22,723.82	YTD			15:24	
Deductions From Gross				Current	YTD Amount	Memo				
Health Insurance (pre-tax)				-22.54	-22.54	Direct Deposit				
Taxes				Current	YTD Amount					
Medicare Employee Addl Tax				0.00	0.00					
Federal Withholding				0.00	-1,010.00					
Social Security Employee				-238.49	-1,407.48					
Medicare Employee				-55.78	-329.17					
CA - Withholding				0.00	-232.76					
CA - Disability Employee				-34.62	-204.31					
				-328.89	-3,183.72					
Adjustments to Net Pay				Current	YTD Amount					
GT Life Voluntary (after-tax)				-36.00	-36.00					
Net Pay				3,481.77	19,481.56					