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MARLON ROMERO, and all others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES-CENTRAL DISTRICT

(UNLIMITED JURISDICTION)

MARLON ROMERO, on behalf of himself, and
as an “aggrieved employee” on behalf of other
similarly situated “aggrieved employees” under
the Labor Code Private Attorneys General Act
of 2004,

Plaintiff,

vs.

WORLD LINK TRANSPORT, INC., a
California corporation; MICHAEL MAKOTO
GOTO, an individual; and DOES 1 to 25,
inclusive,

Defendant(s).

Case No.: **24STCV05354**

COMPLAINT FOR:

- 1) Failure to Pay All Wages Earned for All Hours Worked (Lab. Code §§ 510, 1194, 1197, and 1198);
- 2) Failure to Provide Rest Breaks (Lab. Code §§ 226.7 and 1198);
- 3) Failure to Provide Meal Periods (Lab. Code §§ 226.7, 512 and 1198);
- 4) Failure to Indemnify (Lab. Code § 2802);
- 5) Failure to Provide Accurate Itemized Wage Statements (Lab. Code § 226);
- 6) Failure To Pay Wages When Employment Ends (Lab. Code §§ 201–203);
- 7) Failure to Pay Wages Owed Every Pay Period (Lab. Code § 204);
- 8) Failure to Provide Personnel Records;
- 9) Failure to Provide Pay Records;
- 10) Civil Penalties (Lab. Code §§ 2698, *et seq.*); and
- 11) Unfair Competition (Bus. & Prof. Code, § 17200 *et seq.*)

JURY TRIAL DEMANDED

1 Plaintiff, Marlon Romero (hereafter “Plaintiff”), on behalf of himself, the State of
2 California, and other Aggrieved Employees, complains and alleges as follows:

3 **INTRODUCTION**

4 1. Plaintiff brings this individual and representative action based on alleged
5 violations of the California Labor Code, Industrial Welfare Commission Order No. 9-2001
6 (hereafter “the Wage Order”), the Business and Professions Code, against World Link
7 Transport, Inc., a California corporation; Michael Makoto Goto, an individual; and DOES 1 to
8 25, inclusive (collectively “WORLD LINK TRANSPORT” or “Defendants”).

9 2. As set forth in more detail below, Plaintiff alleges that Defendants are liable to
10 him, the State of California, and other similarly situated aggrieved current and former non-
11 exempt hourly employees who worked for Defendants in California at any time during the
12 relevant time period pursuant to California Labor Code section 2698, et. seq., the Labor Code
13 Private Attorneys General Act of 2004 (“PAGA”), for civil penalties and other related relief.
14 These claims are based on Defendants’ alleged failures to: (1) pay all wages earned for all
15 hours worked at the correct rates of pay; (2) provide all rest breaks and meal periods; (3)
16 indemnify for business expenses; (4) provide accurate and complete written wage statements;
17 (5) timely pay wages during and upon termination of employment; and (6) fairly compete.
18 Accordingly, Plaintiff now seeks to recover unpaid wages, civil penalties, and related relief
19 through this action.

20 **JURISDICTION AND VENUE**

21 3. This Court has subject matter jurisdiction because the aggregate claims of
22 Plaintiff and the Aggrieved Employees, inclusive of all relief, place more than \$25,000 in
23 controversy.

24 4. There is no basis for federal question subject matter jurisdiction in this case.
25 Specifically, Plaintiff asserts claims on behalf of himself, the State of California, and
26 Aggrieved Employees that solely arise under California law rather than federal law.

27 5. There is no basis for federal diversity jurisdiction in this case.

28 6. Venue is proper in Los Angeles County pursuant to California Code of Civil

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

4 **THE PARTIES**

5 7. Plaintiff Marlon Romero is a resident of Los Angeles, California. At all
6 relevant times, Plaintiff was an “employee” within the meaning of Title 8 California Code of
7 Regulations Section 11090 and an “Aggrieved Employee” within the meaning of Labor Code
8 Section 2699(c).

9 8. Defendant World Link Transport, Inc. is a corporation organized and existing
10 under the laws of California and a citizen of California based on Plaintiff’s information and
11 belief.

12 9. Defendant Michael Makoto Goto is a citizen of California based on Plaintiff’s
13 information and belief.

14 10. In relevant part, Labor Code section 558.1 states:

15 (a) Any employer or other person acting on behalf of an employer, who violates,
16 or causes to be violated, any provision regulating minimum wages or hours and
17 days of work in any order of the Industrial Welfare Commission, or violates, or
causes to be violated, Sections 203, 226, 226.7, 1193.6, 1194, or 2802, may be
held liable as the employer for such violation.

18 (b) For purposes of this section, the term “other person acting on behalf of an
19 employer” is limited to a natural person who is an owner, director, officer, or
20 managing agent of the employer, and the term “managing agent” has the same
meaning as in subdivision (b) of Section 3294 of the Civil Code.

21 11. Based on Plaintiff’s information and belief, Defendant Michael Makoto Goto is
22 a natural person, and an owner, director, officer, and/or managing agent of World Link
23 Transport, Inc., who directly or indirectly, or through his agent, employed or exercised control
24 over the wages, hours, or working conditions of Plaintiff and the Aggrieved Employees
25 (defined below). Therefore, he is liable to Plaintiff and the Aggrieved Employees for his
26 violations of, or causing Defendants to violate, Labor Code sections 203, 226, 226.7, 1194, and
27 2802 pursuant to Labor Code section 558.1.

28 12. The “Aggrieved Employees” are all current and former non-exempt or hourly

1 paid employees who worked for Defendants in California during the relevant time period
2 pursuant to California Labor Code section 2698, et. seq., the Labor Code Private Attorneys
3 General Act of 2004 (“PAGA”).

4 13. Plaintiff is ignorant of the true names, capacities, relationships, and extents of
5 participation in the conduct alleged herein, of the defendants sued as DOES 1-25, inclusive, but
6 is informed and believes and thereon alleges that said defendants are legally responsible for the
7 wrongful conduct alleged herein and therefore sues these defendants by such fictitious names.
8 Plaintiff will amend the Complaint to allege the true names and capacities of the DOE
9 defendants when ascertained.

10 14. Plaintiff is informed and believes and thereon alleges that, at all relevant times
11 herein, all Defendants were the agents, employees and/or servants, masters or employers of the
12 remaining Defendants, and in doing the things hereinafter alleged, were acting within the
13 course and scope of such agency or employment, and with the approval and ratification of each
14 of the other Defendants.

15 15. Plaintiff is informed and believes and thereon alleges that each and every one of
16 the acts and omissions alleged herein were performed by, and/or are attributable to, all
17 Defendants, each acting as agents and/or employees, and/or under the direction and control of
18 each of the other Defendants, and that said acts and failures to act were within the course and
19 scope of said agency, employment, and/or direction and control.

20 16. At all relevant times, in perpetrating the acts and omissions alleged herein,
21 Defendants, and each of them, acted pursuant to and in furtherance of a policy, practice, or a
22 lack of a practice which resulted in Defendants not paying Plaintiff and the Aggrieved
23 Employees in accordance with applicable California labor laws as alleged herein.

24 **GENERAL ALLEGATIONS**

25 17. The Wage Order applies to “all persons employed in the transportation industry
26 whether paid on a time, piece rate, commission, or other basis.” Wage Order, § 1. The Wage
27 Order defines “Transportation Industry” to mean, “any industry, business, or establishment
28 operated for the purpose of conveying persons or property from one place to another whether

1 by rail, highway, air, or water, and all operations and services in connection therewith; and also
2 includes storing or warehousing of goods or property, and the repairing, parking, rental,
3 maintenance, or cleaning of vehicles.” Wage Order, § 2(P). At all relevant times during the
4 applicable limitations period, WORLD LINK TRANSPORT was a provider of transportation
5 solutions and engaged in freight forwarding services. Accordingly, Plaintiff and the Aggrieved
6 Employees are entitled to the protections provided under the Wage Order.

7 18. WORLD LINK TRANSPORT first began to employ Plaintiff in or around July
8 2016. Plaintiff’s latest job title was Warehouse Supervisor. Plaintiff worked at Defendant’s
9 warehouse located at 1220 Kona Drive, in Compton, CA 90220. Plaintiff’s employment ended
10 on or around December 1, 2023.

11 19. At all relevant times, WORLD LINK TRANSPORT issued wages to Plaintiff
12 and all of the other Aggrieved Employees on a weekly basis and paid them by the hour. At all
13 relevant times, WORLD LINK TRANSPORT classified Plaintiff and all of the other Aggrieved
14 Employees as non-exempt employees entitled to the protections of the Labor Code and the
15 Wage Order. WORLD LINK TRANSPORT employed Plaintiff and all of the Aggrieved
16 Employees more than six, eight, and ten hours per day. During his tenure, Plaintiff generally
17 worked Monday to Friday from approximately 9:00 a.m. to 6:00 p.m. Plaintiff’s latest rate of
18 pay was approximately \$18.50 per hour.

19 20. WORLD LINK TRANSPORT failed to pay Plaintiff and other Aggrieved
20 Employees for all time worked or subject to its control. Plaintiff and the other Aggrieved
21 Employees were not paid for all hours worked and consistently worked “off the clock” in that
22 the company had a policy and practice of rounding down work hours and “time shaving” which
23 led to Plaintiff and others not being paid for all hours worked, which would include the
24 minimum wage. Moreover, to the extent employees such as Plaintiff and others worked through
25 their meal periods and those meal periods were interrupted, they were not compensated for that
26 time, which would be akin to a minimum wage violation.

27 21. Due to the above “off the clock” violations, WORLD LINK TRANSPORT
28 failed to pay Plaintiff and the Aggrieved Employees properly-calculated overtime wages. The

1 Aggrieved Employees' actual work hours, which included the "off the clock" work as
2 described above, entitled them to overtime, however, it was not company policy to keep
3 accurate track of all hours worked and to pay employees the accurate amount of overtime,
4 especially since the "off the clock" work was not factored into the equation. Furthermore, any
5 incentive payments and/or bonus payments were not factored into employees' regular rate of
6 pay for purposes of deciphering the correct overtime rate of pay. In addition, any bonus and/or
7 incentive payments were not factored into the correct meal and rest break premium pay per
8 *Ferra v. Loews Hollywood Hotel, LLC* (2021) 11 Cal. 5th 858, 863.

9 22. WORLD LINK TRANSPORT failed to provide all compliant meal periods and
10 authorize and permit all compliant rest periods to which Plaintiff and the other Aggrieved
11 Employees were entitled. Plaintiff and other Aggrieved Employees were entitled to take off-
12 duty, uninterrupted 30-minute meal periods before the fifth and tenth hours of work and to take
13 uninterrupted 10-minute rest periods for every four hours or major fraction thereof worked.
14 However, WORLD LINK TRANSPORT failed to provide Plaintiff and the Aggrieved
15 Employees with all timely and uninterrupted rest periods pursuant to California law. Plaintiff's
16 rest breaks were constantly interrupted by employees and/or management with questions about
17 work related matters. The culture as well as the policies and procedures of WORLD LINK
18 TRANSPORT did not lend itself to the employees receiving consistent statutory rest breaks
19 wherein they were relieved of all work duties. The environment at WORLD LINK
20 TRANSPORT was not conducive to receiving multiple statutory rest breaks under California
21 law and timely, statutory rest breaks were not authorized or enforced.

22 23. WORLD LINK TRANSPORT failed to provide Plaintiff and the other
23 Aggrieved Employees the requisite 30-minute, uninterrupted meal periods for every five (5)
24 hours of work throughout their employment. WORLD LINK TRANSPORT did not completely
25 relieve Plaintiff and other employees of all duty during said meal periods. WORLD LINK
26 TRANSPORT did not pay to Plaintiff and its hourly, non-exempt employees one additional
27 hour of pay at their regular rate of compensation for each workday that one or more statutory
28 meal periods was not provided. The hourly, non-exempt employees would often not be able to

1 receive timely meal periods before the 5th hour worked that were actually uninterrupted. Due
2 to the workload and pressure from management, Plaintiff could not always take his meal
3 periods on time and was forced to take them much later, even as late as 3:00 p.m. However,
4 even when Plaintiff was able to take a meal break, WORLD LINK TRANSPORT employees or
5 managers would interrupt him with questions about work related matters, especially since there
6 was no break room. Like the rest breaks, receiving a thirty-minute uninterrupted and timely
7 meal break was not part of the company culture and was not enforced by WORLD LINK
8 TRANSPORT. Consequently, it was the normal practice and custom of WORLD LINK
9 TRANSPORT not to authorize, permit, and enforce timely statutory meal periods. To the extent
10 that WORLD LINK TRANSPORT argues that employees receive meal break premium pay for
11 missed meal periods, that argument is inconsequential for PAGA penalty purposes since the
12 PAGA penalties are for the violations themselves, irrespective of whether an employee
13 received the premium payment for a missed, short, or interrupted meal period. In *Kirby v.*
14 *Immoos Fire Protection, Inc.*, the Court stated, “section 226.7 does not give employers a lawful
15 choice between providing either meal and rest breaks or an additional hour of pay.” *See Kirby*
16 *v. Immoos Fire Protection, Inc.*, (2012) 53 Cal.4th 1244, 1256 (emphasis in original). Thus, the
17 extra hour of pay does not excuse the violation; the employer has still committed a violation
18 even if the remedy for the violation has been paid. *See Wert v. U.S. Bancorp*, (S.D. Cal. Mar.
19 22, 2016, 2016 WL 1110302 at *4). As such, the work environment and culture at WORLD
20 LINK TRANSPORT was not conducive to receiving consistent, timely, statutory meal breaks
21 under California law. Moreover, any meal or rest break premiums paid were not compensated
22 at the weighted average regular rate, inclusive of bonuses and/or incentive payments as well as
23 overtime compensation.

24 24. WORLD LINK TRANSPORT failed to reimburse Plaintiff and the other
25 Aggrieved Employees for business expenses they incurred in direct consequence of the
26 discharge of their duties. During his employment, Plaintiff purchased supplies, including pens,
27 work gloves, razors, masks, work boots, drills, and a saw, among others. In addition, WORLD
28 LINK TRANSPORT required Plaintiff and the Aggrieved Employees to use their own personal

1 cell phones to communicate with management concerning work matters. WORLD LINK
2 TRANSPORT management texted Plaintiff and the others on a regular basis regarding their
3 work schedules and Plaintiff consistently texted management photos of completed task lists,
4 among others. However, WORLD LINK TRANSPORT did not provide Plaintiff and the
5 others with mobile phones and did not reimburse Plaintiff and the other Aggrieved Employees
6 for these supplies, uniform, and mobile phone expenses. Accordingly, WORLD LINK
7 TRANSPORT was in violation of California Labor Code sections 2800 and 2802.

8 25. WORLD LINK TRANSPORT failed to pay its employees all wages due to them
9 within any time period specified by California Labor Code section 204, including the minimum
10 wages and overtime as described above as well as meal/rest break premiums.

11 26. WORLD LINK TRANSPORT did not provide Plaintiff and other Aggrieved
12 Employees accurate, itemized wage statements. Wage statements must include, among other
13 things, total hours worked by the employee. Labor Code § 226(a)(2). WORLD LINK
14 TRANSPORT issued wage statements that inaccurately reflected total hours worked, gross and
15 net wages earned, and the number of hours worked at each hourly rate because of WORLD
16 LINK TRANSPORT's failure to properly pay wages as explained herein. Labor Code §§
17 226(a)(1), (2), (5), (9). WORLD LINK TRANSPORT' failure to maintain accurate records as
18 to the hours worked daily by employees also constitutes a violation of Labor Code section
19 1174(d).

20 27. Finally, because WORLD LINK TRANSPORT did not properly pay all wages
21 earned as explained herein, WORLD LINK TRANSPORT also failed to pay final wages owed
22 to Plaintiff and other Aggrieved Employees in violation of Labor Code section 203. These
23 earned but unpaid wages include minimum wages and compensation for all hours worked,
24 overtime compensation, premium pay for missed meal and rest breaks, and business expense
25 reimbursement, among others.

26 28. WORLD LINK TRANSPORT failed to provide paid sick leave to Plaintiff and
27 all of the other Aggrieved Employees in violation of Labor Code sections 233 and 246.
28 WORLD LINK TRANSPORT also failed to provide Plaintiff and all of the other Aggrieved

1 Employees with an itemized wage statement or separate writing that set forth the amount of
2 paid sick leave available.

3 29. WORLD LINK TRANSPORT has also violated Labor Code section 558 and
4 engaged in business practices which violate Business and Professions Code Section 17200.

5 30. Accordingly, Plaintiff now seeks civil penalties on behalf of himself and the
6 Aggrieved Employees based on Defendants' alleged violations of the California Labor Code
7 and the Wage Order.

8 **FIRST CAUSE OF ACTION**

9 **FAILURE TO PAY ALL WAGES EARNED FOR ALL HOURS WORKED**

10 **(Lab. Code §§ 510, 1194, 1197, and 1198)**

11 **(By Plaintiff against all Defendants)**

12 31. Plaintiff incorporates all paragraphs of the Complaint as if fully alleged herein.

13 32. At all relevant times, Plaintiff was a non-exempt employee of Defendants and
14 entitled to the benefits and protections of California Labor Code §§ 510, 1194, 1197, and 1198,
15 and the Wage Order.

16 33. Section 2(H) of the Wage Order defines "hours worked" as "the time during
17 which an employee is subject to the control of an employer, and includes all the time the
18 employee is suffered or permitted to work, whether or not required to do so."

19 34. Section 3 of the Wage Order states:

20 **(A) Daily Overtime - General Provisions**

21 (1) The following overtime provisions are applicable to
22 employees 18 years of age or over and to employees 16 or
23 17 years of age who are not required by law to attend
24 school and are not otherwise prohibited by law from
25 engaging in the subject work. Such employees shall not
26 be employed more than eight (8) hours in any workday or
27 more than 40 hours in any workweek unless the employee
28 receives one and one-half (1 ½) times such employee's
regular rate of pay for all hours worked over 40 hours in
the workweek. Eight (8) hours of labor constitutes a day's
work. Employment beyond eight (8) hours in any
workday or more than six (6) days in any workweek is
permissible provided the employee is compensated for

such overtime at not less than:

(a) One and one-half (1 ½) times the employee's regular rate of pay for all hours worked in excess of eight (8) hours up to and including 12 hours in any workday, and for the first eight (8) hours worked on the seventh (7th) consecutive day of work in a workweek.

(b) Double the employee's regular rate of pay for all hours worked in excess of 12 hours in any workday and for all hours worked in excess of eight (8) hours on the seventh (7th) consecutive day of work in a workweek.

(c) The overtime rate of compensation required to be paid to a nonexempt full-time salaried employee shall be computed by using the employee's regular hourly salary as one-fortieth (1/40) of the employee's weekly salary.

35. Section 4 of the Wage Order requires an employer to pay non-exempt employees at least the minimum wage set forth therein for all hours worked, which consist of all hours that an employer has actual or constructive knowledge that employees are working.

36. Labor Code section 510 states:

Eight hours of labor constitutes a day's work. 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. Nothing in this section requires an employer to combine more than one rate of overtime compensation in order to calculate the amount to be paid to an employee for any hour of overtime work.

37. California Labor Code § 1194 invalidates any agreement between an employer and an employee to work for less than the minimum wage required under the applicable Wage Order.

1 38. California Labor Code § 1197 makes it unlawful for an employer to pay an
2 employee less than the minimum wage required under the applicable Wage Order for all hours
3 worked during a payroll period.

4 39. California Labor Code § 1198 makes it unlawful for an employer to employ an
5 employee under conditions that violate the Wage Order.

6 40. In conjunction, these provisions of the California Labor Code require employers
7 to pay non-exempt employees no less than their agreed-upon or statutorily mandated wage rates
8 for all hours worked, including unrecorded hours when the employer knew or reasonably should
9 have known that employees were working during those hours. (*See Morillion v. Royal Packing*
10 *Co.* (2000) 22 Cal.4th 575, 585.)

11 41. Defendants required Plaintiff to work in excess of eight (8) hours in one workday
12 and forty (40) hours in one workweek without compensating him for such time worked at the
13 premium rates required by California law.

14 42. As described more fully above, Defendants failed to pay all minimum, regular,
15 overtime, and double time wages to Plaintiff because Defendants paid wages based on rounded
16 times, did not pay for off-the-clock work, and failed to pay overtime and double time wages
17 based on correct regular rates of pay.

18 43. As a result of Defendants' unlawful conduct, Plaintiff has suffered damages in an
19 amount, subject to proof, to the extent that he was not paid the full amount of wages earned
20 during each pay period during the applicable limitations period, including minimum, overtime,
21 and double-time wages.

22 44. As a result of Defendants' conduct, Plaintiff seeks damages and/or restitution for
23 unpaid wages which Defendants failed to pay him at the rates set forth herein, interest thereon,
24 and costs of suit and reasonable attorney's fees pursuant to California Labor Code §§ 1194.

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1 (c) If an employer fails to provide an employee a meal or rest or
2 recovery period in accordance with a state law, including, but not
3 limited to, an applicable statute or applicable regulation, standard, or
4 order of the Industrial Welfare Commission, the Occupational Safety
5 and Health Standards Board, or the Division of Occupational Safety and
6 Health, the employer shall pay the employee one additional hour of pay
at the employee's regular rate of compensation for each workday that
the meal or rest or recovery period is not provided.

7 50. Pursuant to the Wage Order, Plaintiff was entitled to be provided with net rest
8 breaks of at least ten minutes for each four-hour period of work, or major fraction thereof.

9 51. Defendants failed to authorize and permit Plaintiff to take compliant rest
10 periods and failed to pay one hour of correctly-calculated premium pay for each day such a
11 rest period was not provided.

12 52. As a result of Defendants' unlawful conduct, Plaintiff has suffered damages in
13 an amount subject to proof to the extent he was not paid additional wages owed for all rest
14 breaks not provided to him.

15 53. By reason of the above, Plaintiff is entitled to premium wages for workdays in
16 which one or more rest breaks were not provided to him pursuant to California Labor Code §
17 226.7, plus interest and costs.

18 **THIRD CAUSE OF ACTION**

19 **FAILURE TO PROVIDE MEAL PERIODS**

20 **(Lab. Code §§ 226.7, 512, and 1198)**

21 **(By Plaintiff against all Defendants)**

22 54. Plaintiff incorporates all paragraphs of this Complaint as if fully alleged herein.

23 55. At all relevant times during the applicable limitations period, Plaintiff was a
24 non-exempt employee of Defendants and entitled to the benefits and protections of California
25 Labor Code §§ 226.7, 512 and 1198, and the Wage Order.

26 56. Labor Code § 1198 states,

27 "The maximum hours of work and the standard conditions of labor
28 fixed by the commission shall be the maximum hours of work and the
standard conditions of labor for employees. The employment of any

employee for longer hours than those fixed by the order or under conditions of labor prohibited by the order is unlawful.”

57. In relevant part, Labor Code Section 512 states

“An employer may not employ an employee for a work period of more than five hours per day without providing the employee with a meal period of not less than 30 minutes, except that if the total work period per day of the employee 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 an employee for a work period of more than 10 hours per day without providing the employee with a second meal period of not less than 30 minutes, except that if the total hours worked is no more than 12 hours, the second meal period may be waived by mutual consent of the employer and the employee only if the first meal period was not waived.”

58. In relevant part, Section 11 of the Wage Order states:

Meal Periods:

- (A) No employer shall employ any person for a work period of more than five (5) hours without a meal period of not less than 30 minutes, except that when a work period of not more than six (6) hours will complete the day’s work the meal period may be waived by mutual consent of the employer and the employee...
- (B) If an employer fails to provide an employee a meal 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 meal period is not provided.

59. Pursuant to California Labor Code § 512 and the Wage Order, Plaintiff was entitled to be provided with uninterrupted meal periods of at least 30 minutes for each day he worked five or more hours. Pursuant to California Labor Code § 512, Plaintiff was also entitled to a second 30-minute meal period when he worked more than ten (10) hours in a workday.

60. During the relevant time period, Defendants failed to provide Plaintiff with compliant meal periods before the fifth hour of work and failed to pay one hour of correctly-calculated premium pay for each day such a meal period was not provided.

61. As a result of Defendants’ unlawful conduct, Plaintiff has suffered damages in an amount subject to proof to the extent he was not paid additional wages owed for all meal

1 periods not provided to him.

2 62. By reason of the above, Plaintiff is entitled to premium wages for workdays in
3 which one or more meal periods were not provided to him pursuant to California Labor Code
4 § 226.7, plus interest and costs.

5 **FOURTH CAUSE OF ACTION**

6 **FAILURE TO INDEMNIFY**

7 **(Lab. Code §§ 1198 & 2802)**

8 **(By Plaintiff against all Defendants)**

9 63. Plaintiff incorporates all paragraphs of this Complaint as if fully alleged herein.

10 64. At all relevant times, Plaintiff was a non-exempt employee of Defendants and
11 entitled to the benefits and protections of the California Labor Code §§ 1198 and 2802, and the
12 Wage Order.

13 65. In pertinent part, California Labor Code § 2802(a) states:

14 An employer shall indemnify his or her employee[s] for all necessary
15 expenditures incurred by the employee in direct consequence of the
16 discharge of his or her duties.

17 66. Section 9(B) of the Wage Order states:

18 When tools or equipment are required by the employer or are necessary to
19 the performance of a job, such tools and equipment shall be provided and
20 maintained by the employer, except that an employee whose wages are at
21 least two (2) times the minimum wage provided herein may be required to
22 provide and maintain hand tools and equipment customarily required by
23 the trade or craft.

24 67. California Labor Code § 1198 prohibits employers from employing their
25 employees under conditions prohibited by the Wage Order.

26 68. At all relevant times during the applicable limitations period, Defendants
27 required Plaintiff to purchase various PPE equipment(masks and gloves), work shoes, purchase
28 and use his own tools, and use his own personal cell phone to communicate with management
concerning work matters. However, Defendants did not provide Plaintiff with such PPE
equipment, uniform items, tools, or a mobile phone, and did not reimburse Plaintiff for these

1 expenses.

2 69. Plaintiff is informed and believes and thereon alleges that, at all relevant times,
3 Defendants have maintained a policy, practice, or a lack of a policy which resulted in
4 Defendants' failure to indemnify Plaintiff for the reasonable expenses he incurred in the course
5 of performing his duties.

6 70. By reason of the above, Plaintiff is entitled to reimbursement for all necessary
7 expenditures and losses and interest due and owing to within three years (3) of the date of the
8 filing of the Complaint until the date of entry of judgment pursuant to California Labor Code §
9 2802(b). Further, Plaintiff seeks reasonable attorney's fees pursuant to Labor Code § 2802(c).

10 **FIFTH CAUSE OF ACTION**

11 **FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS**

12 **(California Labor Code Section 226)**

13 **(By Plaintiff against all Defendants)**

14 71. Plaintiff incorporates all paragraphs of this Complaint as if fully alleged herein.

15 72. Pursuant to California Labor Code Section 226, every employer must furnish
16 each employee an itemized statement of wages and deductions at the time of payment of wages.

17 73. Defendants knowingly and intentionally did not furnish Plaintiff with pay stubs
18 that accurately reflected all information required by Labor Code Section 226, including but not
19 limited to, all hours worked, gross wages earned, including overtime, minimum wages, and
20 premium pay for missed meal and rest breaks, net wages earned, total hours worked by the
21 employee, all deductions, and business expense reimbursement. Therefore, Defendants failed
22 to maintain and provide accurate itemized wage statements to Plaintiff in accordance with
23 California Labor Code Section 226(a).

24 74. Pursuant to California Labor Code Section 226(e), Plaintiff is entitled to recover
25 the greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a
26 violation occurs and one hundred dollars (\$100) per employee for each violation in a
27 subsequent pay period, not exceeding an aggregate amount of four thousand dollars (\$4,000),
28 plus costs and reasonable attorney's fees. Plaintiff only claims damages under this cause of

1 action pursuant to the 3-year period immediately preceding the date this lawsuit was filed.

2 75. As a direct and proximate result of Defendants' unlawful conduct, Plaintiff has
3 sustained damages, including loss of earnings, in an amount to be established at trial. As a
4 further direct and proximate result of Defendants' unlawful conduct, as set forth herein,
5 Plaintiff is entitled to recover penalties, in an amount to be established at trial, as well as costs
6 and attorney's fees pursuant to statute.

7 76. Under this cause of action, Plaintiff prays for penalties due under the statutes
8 alleged along with any allowable interest, penalties, attorney's fees, and costs according to
9 proof at trial.

10 **SIXTH CAUSE OF ACTION**

11 **FAILURE TO PAY WAGES WHEN EMPLOYMENT ENDS**

12 **(California Labor Code Sections 201-203)**

13 **(By Plaintiff against all Defendants)**

14 77. Plaintiff incorporates all paragraphs of this Complaint as if fully alleged herein.

15 78. Pursuant to California Labor Code Section 201(a), an employer who discharges
16 an employee must immediately pay for all compensation due and owing.

17 79. Pursuant to California Labor Code Section 202, when an employee resigns, the
18 employer must pay all compensation due and owing within 72 hours of resignation, or on the
19 employee's last day of work, if the employee gives more than 72 hours notice of resignation.

20 80. Pursuant to California Labor Code Section 203, if an employer willfully fails to
21 pay, without abatement or reduction, any wages of an employee whose employment ends, the
22 wages of the employee shall continue as a penalty from the due date at the same rate until paid
23 or until an action is commenced; however, the wages shall not continue for more than 30 days
24 for failure to pay an employee owed wages.

25 81. After Plaintiff's employment with Defendants ended, Defendants willfully
26 refused and continue to refuse to pay his unpaid wages as required by Labor Code Section 203.

27 82. Under this cause of action, Plaintiff prays for penalties due under the statutes
28 alleged along with any allowable interest, penalties, attorney's fees, and costs according to

1 proof at trial. Moreover, Plaintiff prays for the above-mentioned money from 3 years
2 immediately preceding the filing of this lawsuit.

3 83. Under this cause of action, Plaintiff also prays for attorney's fees and costs
4 under California Labor Code Section 218.5 for time spent pursuing the non-payment of wages
5 as set forth herein. Plaintiff also prays for interest under California Labor Code Section 218.6.

6 84. Under this cause of action, Plaintiff prays for penalties due under the statutes
7 alleged along with any allowable interest, penalties, attorney's fees, and costs according to
8 proof at trial.

9 **SEVENTH CAUSE OF ACTION**

10 **FAILURE TO PAY WAGES OWED EVERY PAY PERIOD**

11 **(California Labor Code Section 204)**

12 **(By Plaintiff against all Defendants)**

13 85. Plaintiff incorporates all paragraphs of this complaint as if fully alleged herein.

14 86. California Labor Code Section 204 establishes the fundamental right of all
15 employees in the State of California to be paid wages in a timely fashion for their work.

16 87. At all times relevant during the liability period, Defendants failed to pay
17 Plaintiff the full amount of all owed wages when due as required by California Labor Code
18 Section 204.

19 88. Defendants failed to pay Plaintiff all wages earned each pay period. Plaintiff is
20 informed, believes, and thereon alleges, that all times relevant during the applicable limitations
21 period, Defendants maintained a policy or practice of not paying Plaintiff wages for all hours
22 worked, including the minimum wage, overtime hours, double time hours, and premium pay
23 for missed meal and rest breaks.

24 89. As a result of Defendants' unlawful conduct, Plaintiff has suffered damages in
25 an amount, subject to proof, to the extent he was not paid all wages each pay period. The
26 precise amount of unpaid wages is not presently known to Plaintiff but can be determined
27 directly from Defendants' records or indirectly based on information from Defendants' records.

28 90. Under this cause of action, Plaintiff prays for penalties due under the statutes

1 alleged along with any allowable interest, penalties, attorney's fees, and costs according to
2 proof at trial.

3 **EIGHTH CAUSE OF ACTION**

4 **FAILURE TO PROVIDE PERSONNEL RECORDS**

5 **(By Plaintiff against all Defendants)**

6 91. Plaintiff incorporates all paragraphs of this Complaint as if fully alleged herein.

7 92. Labor Code section 1198.5 dictates "every current and former employee, or his
8 or her representative, has the right to inspect and receive a copy of the personnel records that
9 the employer maintains relating to the employee's performance or to any grievance concerning
10 the employee."

11 93. Moreover, pursuant to sub-part (b)(1) of Labor Code section 1198.5, "the
12 employer shall make the contents of those personnel records available for inspection to the
13 current or former employee, or his or her representative, at reasonable intervals and at
14 reasonable times..." On information and belief, Defendants intentionally failed to provide
15 Plaintiff with personnel records when requested by Plaintiff via letter on December 18, 2023, as
16 required by law. Plaintiff requested his personnel records in accordance with California Labor
17 Code section 1198.5(k) on December 18, 2023 via certified U.S. mail.

18 94. Defendants failed to provide Plaintiff with an opportunity to inspect or copy his
19 records within 30 days. As a direct result of Defendants' violations alleged herein, Plaintiff has
20 suffered and continues to suffer substantial losses related to Defendants' failure to provide
21 personnel records.

22 95. Plaintiff seeks all available remedies for Defendants' violations including, but
23 not limited to penalties, and costs to the extent permitted by law and according to proof at trial.
24 Pursuant to Labor Code section 1198.5, Plaintiff prays for judgment against Defendants in the
25 amount of \$750.00, along with costs and attorney's fees.

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1 2004 (“PAGA”) because he was employed by Defendants during the applicable statutory
2 period and suffered one or more of the violations of the Labor Code set forth in this Complaint.
3 Plaintiff seeks to recover on his own behalf, on behalf of the State of California, and on behalf
4 of all current and former Aggrieved Employees of Defendants, the civil penalties provided by
5 PAGA, plus reasonable attorney’s fees and costs in this representative action.

6 103. During the applicable time period, Defendants violated California Labor Code
7 §§ 201, 202, 203, 204, 226, 226.7, 233, 246, 510, 512, 558, 558.1, 1174, 1194, 1197, 1198, and
8 2802.

9 104. California Labor Code §§ 2699(a) and (g) authorize an aggrieved employee, on
10 behalf of themselves and other current or former employees, to bring a civil action to recover
11 civil penalties pursuant to the procedures specified in California Labor Code § 2699.3.

12 105. Pursuant to California Labor Code §§ 2699(a) and (f), Plaintiff and the
13 Aggrieved Employees are entitled to recover civil penalties for each of the Defendants’
14 violations of California Labor Code §§ 201, 202, 203, 204, 226, 226.7, 233, 246, 510, 512, 558,
15 558.1, 1174, 1194, 1197, 1198, and 2802 during the applicable limitations period in the
16 following amounts:

17 A. For violations of California Labor Code § 204, one hundred dollars
18 (\$100.00) for each Aggrieved Employee for each initial violation and two hundred dollars
19 (\$200.00) for each Aggrieved Employee for each subsequent violation (penalty amounts
20 established by California Labor Code § 210).

21 B. For violations of California Labor Code § 226(a), two hundred fifty
22 dollars (\$250.00) for each Aggrieved Employee for initial violation and one thousand dollars
23 (\$1,000.00) for each Aggrieved Employee for each subsequent violation (penalty amounts
24 established by California Labor Code § 226.3).

25 C. For violations of California Labor Code §§ 510, 512, and 558.1, fifty
26 dollars (\$50.00) for each Aggrieved Employee for initial violation and one hundred dollars
27 (\$100.00) for each Aggrieved Employee for each subsequent violation (penalty amounts
28 established by California Labor Code § 558).

1 D. For violations of California Labor Code § 1174, five hundred dollars
2 (\$500.00) for each Aggrieved Employee for each violation (penalty amounts established by
3 California Labor Code § 1174.5).

4 E. For violations of California Labor Code § 1197, one hundred dollars
5 (\$100.00) for each Aggrieved Employee for each initial and intentional violation and two
6 hundred fifty dollars (\$250.00) for each Aggrieved Employee for each subsequent violation,
7 per pay period (regardless of whether the initial violations were intentionally committed)
8 (penalty amounts established by California Labor Code § 1197.1).

9 F. For violations of California Labor Code §§ 201, 202, 203, 226.7, 233,
10 246, 1194, 1198, and 2802, one hundred dollars (\$100.00) for each Aggrieved Employee per
11 pay period for each initial violation and two hundred dollars (\$200.00) for each Aggrieved
12 Employee per pay period for each subsequent violation (penalty amounts established by
13 California Labor Code § 2699(f)(2)).

14 106. Plaintiff has complied with the procedures for bringing suit specified in
15 California Labor Code § 2699.3. By letter dated December 18, 2023, Plaintiff filed written
16 notice online with the Labor and Workforce Development Agency (“LWDA”) and gave written
17 notice by certified mail to Defendants of the specific provisions of the California Labor Code
18 alleged to have been violated, including the facts and theories to support the alleged violations.
19 Plaintiff accompanied his LWDA notice with a fee in the amount of \$75.00. The LWDA has
20 failed to take action in response within 65 calendar days of the date of Plaintiff’s notice, but
21 Plaintiff anticipates that the LWDA will provide written notice to Plaintiff informing him that it
22 does not intend to investigate these allegations.

23 107. Pursuant to California Labor Code § 2699(g), Plaintiff and the Aggrieved
24 Employees are entitled to an award of civil penalties and reasonable attorney’s fees and costs in
25 connection with their claims for civil penalties.

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1 **ELEVENTH CAUSE OF ACTION**

2 **UNFAIR COMPETITION**

3 **(Bus. & Prof. Code §§ 17200, *et seq.*)**

4 **(By Plaintiff against all Defendants except Michael Makoto Goto)**

5 108. Plaintiff incorporates all paragraphs of this Complaint as if fully alleged herein.

6 109. At all relevant times during the applicable limitations period, Plaintiff has been
7 an employee of Defendants and entitled to the benefits and protections of the Business and
8 Professions Code §§ 17200, *et seq.*

9 110. Defendants engaged in unfair competition by failing to 1) pay employees for all
10 hours worked at the correct rates of pay and 2) pay their employees premium wages for
11 workdays during which one or more meal or rest periods were not provided, and 3) reimburse
12 employees for necessary business expenses incurred in the course of performing their duties.

13 111. The unlawful conduct of Defendants alleged herein amounts to and constitutes
14 unfair competition within the meaning of California Business & Professions Code §§ 17200,
15 *et seq.* Due to their unfair and unlawful business practices alleged herein, Defendants have
16 unfairly gained a competitive advantage over other comparable companies doing business in
17 California that comply with their legal obligations to, among other things, pay their employees
18 premium wages for workdays in which they did not provide employees with one or more meal
19 and rest periods, indemnify them for all business expenses incurred during the course of
20 performing their duties, including, but not limited to, PPE(masks and gloves), tools, uniform
21 items (work shoes), and mobile phone expenses, and pay them all wages earned.

22 112. As a result of Defendants' unfair competition as alleged herein, Plaintiff has
23 suffered injuries in fact and lost money or property. Defendants failed to pay Plaintiff for all
24 hours worked, failed to provide him with premium wages for missed meal and rest periods,
25 and failed to reimburse Plaintiff for all expenses he incurred in the course of performing his
26 duties.

27 113. Pursuant to California Business & Professions Code § 17203, Plaintiff is
28 entitled to restitution of all monies rightfully belonging to him that Defendants did not pay him

1 or otherwise retained by means of their unlawful and unfair business practices.

2 114. Plaintiff is entitled to reasonable attorneys' fees in connection with his unfair
3 competition claims pursuant to California Code of Civil Procedure § 1021.5, the substantial
4 benefit doctrine and/or the common fund doctrine.

5 115. Accordingly, with respect to this cause of action, Plaintiff prays for the herein
6 stated relief, and an award of all reasonable costs and attorneys' fees, including interest
7 thereon, as permitted by law, all in amounts subject to proof.

8 **PRAYER FOR RELIEF**

9 WHEREFORE, Plaintiff prays for relief and judgment against Defendants as follows:

- 10 1. For general damages according to proof;
- 11 3. For special and consequential damages to the extent allowed by law;
- 12 4. For damages and penalties under Labor Code Section 226 for Plaintiff in an amount
13 subject to proof at trial;
- 14 5. For damages and penalties pursuant to Labor Code Section 203 in an amount subject to
15 6. proof at trial;
- 16 7. For one hour of wages due to Plaintiff for each work period of more than five (5) hours
17 when Plaintiff did not receive an uninterrupted thirty (30) minute meal period;
- 18 8. For one hour of wages due to Plaintiff for each work period of four (4) hours or major
19 fraction thereof when Plaintiff did not receive a ten (10) minute rest break;
- 20 9. For maximum civil penalties available under the Labor Code and applicable Wage
21 Order against Defendants as described more particularly in the Complaint;
- 22 10. For restitution and disgorgement for all unfair business practices by Defendant
23 WORLD LINK TRANSPORT, INC. against Plaintiff in an amount according to proof;
- 24 11. For an order enjoining Defendant WORLD LINK TRANSPORT, INC. from further
25 unfair and unlawful business practices in violation of Business and Professions Code
26 Sections 17200, et seq.;
- 27 12. For all remedies available to Plaintiff under the applicable Wage Order and the Labor
28 Code including an award of unpaid wages, attorney's fees, costs, interest, liquidated

1 damages, damages, penalties, and waiting time penalties according to proof to the
2 extent permitted by law;

3 13. For the imposition of civil penalties and/or statutory penalties;

4 14. For all interest as allowed by law;

5 15. For all costs and disbursements incurred in this suit;

6 16. Reasonable attorney's fees where available by law, including but not limited to,
7 pursuant to, Code of Civil Procedure section 1021.5, and/or other applicable laws; and

8 17. For such other and further relief as this Court may deem proper.

9 **DEMAND FOR JURY TRIAL**

10 Plaintiff, on behalf of himself and all other Aggrieved Employees, hereby demands a
11 jury trial on all issues so triable.

12
13 Dated: March 3, 2024

MM LAW, APC

14
15 By Maralle Messrelia
16 Maralle Messrelia, Esq.
17 Attorney for Plaintiff,
18 MARLON ROMERO, and the Aggrieved
19 Employees
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