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9 SAMUEL CHAVEZ, and all others similarly situated

10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

11 **FOR THE COUNTY OF SAN DIEGO-CENTRAL DIVISION**
12 **(UNLIMITED JURISDICTION)**

13 SAMUEL CHAVEZ, as an “aggrieved
14 employee” on behalf of himself and other
15 similarly situated “aggrieved employees”
16 under the Labor Code Private Attorneys
17 General Act of 2004,

18 *Plaintiff,*

19 vs.

20 G-GLOBAL LOGISTICS INC.; and
21 DOES 1 to 25, inclusive,

22 *Defendants.*

Case No. 37-2024-00013924-CU-OE-CTL

**COMPLAINT FOR VIOLATIONS
OF THE LABOR CODE AND CIVIL
PENALTIES UNDER THE LABOR
CODE PRIVATE ATTORNEYS
GENERAL ACT OF 2004, LABOR
CODE §§ 2698, ET SEQ.**

JURY TRIAL DEMANDED

ELECTRONICALLY FILED
Superior Court of California,
County of San Diego

03/25/2024 at 03:46:18 PM

Clerk of the Superior Court
By Tanisha Moore, Deputy Clerk

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

3 **INTRODUCTION**

4 1. Plaintiff brings this representative action under the Labor Code Private Attorneys
5 General Act of 2004, § 2698, *et seq.* (“PAGA”) based on alleged violations of the California
6 Labor Code and Industrial Welfare Commission Order Nos. 4/9-2001 (hereafter “the Wage
7 Order”), against Defendants G-GLOBAL LOGISTICS INC. and DOES 1 to 25, inclusive (“G-
8 GLOBAL LOGISTICS” 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 the Aggrieved Employees (defined below), for civil penalties
11 and other related relief. These claims are based on Defendants’ failures to: 1) pay all wages,
12 including minimum, regular, overtime, and doubletime wages earned for all hours worked at the
13 correct rates of pay; 2) provide meal periods or pay correctly-calculated premium wages in lieu
14 thereof; 3) authorize and permit rest periods or pay correctly-calculated premium wages in lieu
15 thereof; 4) indemnify for business expenses; 5) issue only accurate and complete itemized wage
16 statements; 6) timely pay wages during employment; 7) timely pay wages upon separation from
17 employment; and 8) maintain accurate employment records. Accordingly, Plaintiff now seeks to
18 recover civil penalties and related relief through this representative action.

19 **JURISDICTION AND VENUE**

20 3. Jurisdiction and Venue are proper in this Court and this action is properly filed in
21 the County of San Diego in this judicial district because Defendants G-GLOBAL LOGISTICS
22 INC. and DOES 1 to 25, inclusive do business in the County of San Diego and because
23 Defendants’ obligations and liabilities arise therein, and because the work that was performed by
24 Plaintiff and the Aggrieved Employees in the County of San Diego is the subject of this action.
25 Moreover, the aggregate claims of Plaintiff and the Aggrieved Employees, inclusive of all relief,
26 place more than \$25,000 in controversy.

27 **THE PARTIES**

28 4. Plaintiff Samuel Chavez is resident of California.

1 5. Defendant G-GLOBAL LOGISTICS INC. is a corporation organized and existing
2 under the laws of California and as such, a citizen of California based on Plaintiff's information
3 and belief.

4 6. 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 Defendants
9 when ascertained.

10 7. The "Aggrieved Employees" are all individuals the Defendants have employed or
11 otherwise contracted with in California as hourly, nonexempt employees, during the period
12 beginning one year before the Plaintiff's notice of January 19, 2024 to the California Labor and
13 Workforce Development Agency("LWDA") and ending on the date judgment is entered.

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

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

23 10. Plaintiff is informed and believes and thereon alleges that each and every one of
24 the acts and omissions alleged herein were performed by, and/or attributable to, all Defendants,
25 each acting as agents and/or employees, and/or under the direction and control of each of the other
26 defendants, and that said acts and failures to act were within the course and scope of said agency,
27 employment, and/or direction and control.

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1 **FACTUAL ALLEGATIONS**

2 11. IWC Wage Order 4-2001 (“the Wage Order”) applies to “all persons employed in
3 professional, technical, clerical, mechanical, and similar occupations whether paid on a time,
4 piece rate, commission, or other basis[.]” § 1. Wage Order 9-2001 applies to “all persons
5 employed in the transportation industry whether paid on a time, piece rate, commission, or other
6 basis.” § 1. At all relevant times during the applicable limitations period, G-GLOBAL
7 LOGISTICS engaged in brokerage and freight forwarding services. Accordingly, Plaintiff and
8 the Aggrieved Employees are entitled to the protections afforded by the Wage Orders.

9 12. G-GLOBAL LOGISTICS first began to employ Plaintiff on or around June 6,
10 2022 as a hourly, non-exempt warehouse supervisor. G-GLOBAL LOGISTICS continuously
11 employed Plaintiff in that capacity until on or about December 8, 2023 when his employment
12 ended. During his employment tenure, Plaintiff worked at two warehouses located at 2695
13 Customhouse Ct., San Diego, CA 92154, and 9485 Customhouse Plaza, Suite E-I, San Diego,
14 CA 92154.

15 13. At all relevant times, G-GLOBAL LOGISTICS issued wages to Plaintiff and all
16 of the other Aggrieved Employees on a weekly basis and paid them by the hour. Plaintiff’s latest
17 rate of pay was approximately \$30.00 per hour. At all relevant times, G-GLOBAL LOGISTICS
18 classified Plaintiff and all of the other Aggrieved Employees as non-exempt employees entitled
19 to the protections of the Labor Code and the Wage Order. G-GLOBAL LOGISTICS employed
20 Plaintiff and all of the Aggrieved Employees more than six, eight, and ten hours per day. During
21 his tenure, Plaintiff was scheduled to work Monday to Friday, from approximately 8:00 a.m. to
22 4:30 p.m., but generally started working beginning as early as 6:00 a.m.

23 14. G-GLOBAL LOGISTICS failed to pay Plaintiff and other Aggrieved Employees
24 for all time worked or subject to its control. Plaintiff and the other Aggrieved Employees were
25 not paid for all hours worked and consistently worked “off the clock” in that the company had a
26 policy and practice of “time shaving” and rounding down work hours to the detriment of
27 employees, which is akin to a minimum wage violation. Additionally, G-GLOBAL LOGISTICS
28 ownership/management, would often speak to or text/call Plaintiff and other Aggrieved
Employees about work-related matters before they had clocked in for the start of their shifts or

1 after they had clocked out at the end of their shifts. Plaintiff would often be contacted on his
2 personal and/or company phone by employees and clients starting as early as 6:00 a.m. and would
3 continue to receive calls until 9:00 p.m./10:00 p.m., as well as on Saturdays and Sundays. G-
4 GLOBAL LOGISTICS employees/management would call Plaintiff about any issues at the
5 warehouse, including but not limited to errors in operations, accidents, problems with the
6 warehouse alarm/refrigerator, assistance with the handling of the warehouse curtains, to ask for
7 his keys to open the other warehouse, among others. At times, Plaintiff would even have to go
8 physically go back to the warehouse to tend to work matters after he had already clocked out for
9 the day and on weekends to open the door for employees. G-GLOBAL LOGISTICS failed to pay
10 Plaintiff for this off-the-clock work, including overtime and double time wages.

11 15. Due to the above “off the clock” violations, G-GLOBAL LOGISTICS failed to
12 pay Plaintiff and the Aggrieved Employees properly-calculated overtime wages. Plaintiff’s and
13 the Aggrieved Employees’ actual work hours, which included the “off the clock” work as
14 described above, entitled them to overtime, however, it was not company policy to keep accurate
15 track of all hours worked and to pay employees the accurate amount of overtime, especially since
16 the “off the clock” work was not factored into the equation. Furthermore, any incentive payments
17 and/or bonus payments were not factored into employees’ regular rate of pay for purposes of
18 deciphering the correct overtime rate of pay. In addition, any bonus and/or incentive payments
19 were not factored into the correct meal and rest break premium pay per *Ferra v. Loews Hollywood*
20 *Hotel, LLC* (2021) 11 Cal. 5th 858, 863.

21 16. G-GLOBAL LOGISTICS failed to provide all compliant meal periods and
22 authorize and permit all compliant rest periods to which Plaintiff and the other Aggrieved
23 Employees were entitled. Plaintiff and other Aggrieved Employees were entitled to take off-duty,
24 uninterrupted 30-minute meal periods before the fifth and tenth hours of work and to take
25 uninterrupted 10-minute rest periods for every four hours or major fraction thereof worked.
26 However, Plaintiff and the Aggrieved Employees did not receive their meal periods before the
27 5th hour worked. G-GLOBAL LOGISTICS instructed Plaintiff to clock out for his meal periods
28 on time. As such, Plaintiff would clock out at 12:00 p.m. continue working, and clock back in

1 after 30 minutes. Plaintiff would often not be able to take his actual meal period until much later
2 in the day, sometimes as late as 2:00 p.m., or not at all. Moreover, even when Plaintiff and other
3 Aggrieved Employees would be clocked out for a meal period or would be on their rest breaks,
4 G-GLOBAL LOGISTICS management/employees/clients, including warehouse manager,
5 Sinuhe Navarrate, would frequently interrupt Plaintiff and others with questions about work
6 related matters and requests to perform tasks on the spot. Similar to meal periods, due to the
7 workload, taking rest breaks was not possible for Plaintiff and the other Aggrieved Employees.
8 In fact, Plaintiff never took rest breaks during his employment tenure. It was not company policy
9 and not part of the culture for employees such as Plaintiff and others to take uninterrupted rest
10 breaks since it was the normal practice and custom of G-GLOBAL LOGISTICS not to authorize,
11 permit, and enforce statutory rest periods. As such, the culture at G-GLOBAL LOGISTICS did
12 not lend itself to the employees receiving timely statutory breaks wherein they were relieved of
13 all work duties. On information and belief, G-GLOBAL LOGISTICS did not provide premium
14 wages for these meal and rest break violations; if G-GLOBAL LOGISTICS did provide premium
15 wages, they were not paid at the correct rate, as explained above.

16 17. G-GLOBAL LOGISTICS failed to reimburse Plaintiff and the other Aggrieved
17 Employees for business expenses they incurred in direct consequence of the discharge of their
18 duties. During his employment, Plaintiff drove his own personal vehicle to pick up
19 materials/supplies from Walmart and Home Depot, and transport products from the USA
20 warehouse to the Tijuana warehouse. G-GLOBAL LOGISTICS also required Plaintiff and the
21 other Aggrieved Employees to use their own personal cell phones to clock in/clock out for payroll
22 purposes on the ADP app and communicate with office staff concerning work matters. Although
23 G-GLOBAL LOGISTICS provided a company phone to Plaintiff at one point during his
24 employment, G-GLOBAL LOGISTICS management and employees would consistently contact
25 Plaintiff on his personal cell phone. G-GLOBAL LOGISTICS did not reimburse Plaintiff and the
26 other Aggrieved Employees for these mileage and phone expenses. Accordingly, G-GLOBAL
27 LOGISTICS was in violation of California Labor Code sections 2800 and 2802.

28 18. G-GLOBAL LOGISTICS failed to pay its employees all wages due to them within

1 any time period specified by California Labor Code section 204, including the minimum wages
2 and overtime as described above as well as meal/rest break premiums. G-GLOBAL LOGISTICS
3 did not provide Plaintiff and other Aggrieved Employees accurate, itemized wage statements.
4 Wage statements must include, among other things, total hours worked by the employee. Labor
5 Code § 226(a)(2). G-GLOBAL LOGISTICS issued wage statements that inaccurately reflected
6 total hours worked, gross and net wages earned, and the number of hours worked at each hourly
7 rate because of G-GLOBAL LOGISTICS's failure to properly pay wages as explained herein.
8 Labor Code §§ 226(a)(1), (2), (5), (9). G-GLOBAL LOGISTICS' failure to maintain accurate
9 records as to the hours worked daily by employees also constitutes a violation of Labor Code
10 section 1174(d).

11 19. Finally, because G-GLOBAL LOGISTICS did not properly pay all wages earned
12 as explained herein, G-GLOBAL LOGISTICS also failed to pay final wages owed to Plaintiff
13 and other Aggrieved Employees in violation of Labor Code section 203. These earned but unpaid
14 wages include minimum wages and compensation for all hours worked, overtime compensation,
15 premium pay for missed meal and rest breaks, and business expense reimbursement, among
16 others.

17 20. Accordingly, Plaintiff now seeks civil penalties on behalf of himself and the
18 Aggrieved Employees based on Defendants' alleged violations of the California Labor Code and
19 the Wage Order.

20 **FIRST (AND ONLY) CAUSE OF ACTION**

21 **CIVIL PENALTIES**

22 **(Lab. Code §§ 2698, *et seq.*)**

23 **(By Plaintiff, on behalf of himself and the other Aggrieved Employees, against all
24 Defendants)**

25 21. Plaintiff incorporates all paragraphs of this Complaint as if fully alleged herein.

26 22. At all relevant times, Plaintiff and the Aggrieved Employees have been non-
27 exempt employees entitled to the protections of both the Labor Code and the Wage Order.

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1 **A. FAILURE TO PAY ALL WAGES EARNED FOR ALL HOURS WORKED AT**
2 **THE CORRECT RATES OF PAY**

3 23. Section 2 of the Wage Order defines “hours worked” as “the time during which an
4 employee is subject to the control of an employer, and includes all the time the employee is
5 suffered or permitted to work, whether or not required to do so.”

6 24. Section 3 of the Wage Order states:

7 The following overtime provisions are applicable to employees 18 years of age or
8 over and to employees 16 or 17 years of age who are not required by law to attend
9 school and are not otherwise prohibited by law from engaging in the subject work.
10 Such employees shall not be employed more than eight (8) hours in any workday
11 or more than 40 in a workweek unless the employee receives one and one half
12 (1½) times such employee’s regular rate of pay for all hours worked over 40 hours
13 in the workweek. Eight (8) hours of labor constitutes a day’s work. Employment
14 beyond eight (8) hours in any workday or more than six (6) days in any workweek
15 is permissible provided the employee is compensated for such overtime at not less
16 than:

- 17 (a) One and one-half (1½) times the employee’s regular rate of pay for all
18 hours worked in excess of eight (8) hours up to and including twelve (12)
19 hours in any workday, and for the first eight (8) hours worked on the
20 seventh (7th) consecutive day of work in a workweek;
- 21 (b) Double the employee’s regular rate of pay for all hours worked in excess
22 of 12 hours in any workday and for all hours worked in excess of eight (8)
23 hours on the seventh (7th) consecutive day of work in a workweek.
- 24 (c) The overtime rate of compensation required to be paid to a nonexempt
25 full-time salaried employee shall be computed by using the employee’s
26 regular hourly salary as one fortieth (1/40) of the employee’s weekly
27 salary.

28 25. 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 consists of all hours that
an employer has actual or constructive knowledge that employees are working.

26 26. Labor Code section 510 states:

27 Eight hours of labor constitutes a day’s work. Any work in excess of eight hours
28 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.

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

28. Labor Code section 1197 makes it unlawful for an employer to pay an employee less than the minimum wage required under the applicable Wage Order for all hours worked during a payroll period.

29. Labor Code section 1198 makes it unlawful for an employer to employ an employee under conditions that violate the Wage Order.

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

31. At all relevant times during the applicable limitations period, Defendants failed to compensate Plaintiff and the Aggrieved Employees for all hours worked, including, but not limited to overtime wages for all overtime hours they worked at the correct rates of pay.

32. Plaintiff is informed and believes and thereon alleges that, at all relevant times, Defendants maintained a policy and/or practice, or lack thereof, which resulted in Defendants' failure to compensate Plaintiff and the other Aggrieved Employees for all hours worked as required by California law.

B. FAILURE TO PROVIDE MEAL PERIODS

33. In relevant part, California Labor Code § 1198 states:

The maximum hours of work and the standard conditions of labor 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.

34. In relevant part, In relevant part, California Labor Code § 512 states:

An employer shall 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

1 work period per day of the employee is no more than six hours, the
2 meal period may be waived by mutual consent of both the
3 employer and employee.

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

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

11 Meal Periods:

12 (A) No employer shall employ any person for a work period of
13 more than five (5) hours without a meal period of not less than
14 30 minutes, except that when a work period of not more than
15 six (6) hours will complete the day's work the meal period may
16 be waived by mutual consent of the employer and employee.
17 Unless the employee is relieved of all duty during a 30 minute
18 meal period, the meal period shall be considered an "on duty"
19 meal period and counted as time worked. An "on duty" meal
20 period shall be permitted only when the nature of the work
21 prevents an employee from being relieved of all duty and when
22 by written agreement between the parties an on-the-job paid
23 meal period is agreed to. The written agreement shall state that
24 the employee may, in writing, revoke the agreement at any
25 time.

26 (B) If an employer fails to provide an employee a meal period in
27 accordance with the applicable provisions of this Order, the
28 employer shall pay the employee one (1) hour of pay at the
employee's regular rate of compensation for each work day that
the meal period is not provided.

36. In relevant part, California Labor Code § 226.7 states:

(b) An employer shall not require an employee to work during
a meal or rest period mandated pursuant to an applicable
statute, or applicable regulation, standard, or order of the
Industrial Welfare Commission, the Occupational Safety
and Health Standards Board, or the Division of
Occupational Safety and Health.

(c) If an employer fails to provide an employee a meal period
or rest period in accordance with a state law, including, but

not limited to, an applicable statute or applicable regulation, standard, or order of the Industrial Welfare Commission, the Occupational Safety and Health Standards Board, or the Division of Occupational Safety and Health, the employer shall pay the employee one 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.

37. Pursuant to California Labor Code § 512 and the Wage Order, Plaintiff and the Aggrieved Employees were entitled to uninterrupted meal periods of at least 30 minutes for each day they worked five or more hours. Pursuant to California Labor Code § 512, they were also entitled to a second 30-minute meal period when they worked more than 10 hours in a workday.

38. Defendants intentionally failed to provide Plaintiff and the Aggrieved Employees with all required timely 30-minute meal periods free from any work duties in accordance with the Wage Order.

39. At all relevant times, Defendants failed to provide Plaintiff and the Aggrieved Employees with all timely and uninterrupted meal periods. Furthermore, Defendants failed to pay premium wages for days on which they failed to provide Plaintiff and the other Aggrieved Employees with timely meal periods.

40. Plaintiff is informed and believes and thereon alleges that, at all relevant times within the applicable limitations period, Defendants had a policy, practice, or a lack of a policy which resulted in Defendants not providing the and the Aggrieved Employees with all off-duty meal periods required by California law.

C. FAILURE TO AUTHORIZE AND PERMIT REST BREAKS

41. In relevant part, California Labor Code § 1198 states:

The maximum hours of work and the standard conditions of labor 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.

42. In relevant part, Section 12 of the Wage Order states:

Rest Periods:

(A) Every employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of

1 each work period. The authorized rest period time shall be based
2 on the total hours worked daily at the rate of ten (10) minutes net
3 rest time per four (4) hours or major fraction thereof. However, a
4 rest period need not be authorized for employees whose total daily
5 work time is less than three and one-half (3 ½) hours. Authorized
6 rest period time shall be counted as hours worked for which there
7 shall be no deduction from wages.

8 (B) If an employer fails to provide an employee a rest period in
9 accordance with the applicable provisions of this order, the
10 employer shall pay the employee one (1) hour of pay at the
11 employee's regular rate of compensation for each workday
12 that the rest period is not provided.

13 43. In relevant part, California Labor Code § 226.7 states:

14 (b) An employer shall not require an employee to work during
15 a meal or rest period mandated pursuant to an applicable
16 statute, or applicable regulation, standard, or order of the
17 Industrial Welfare Commission, the Occupational Safety
18 and Health Standards Board, or the Division of
19 Occupational Safety and Health.

20 (c) If an employer fails to provide an employee a meal period
21 or rest period in accordance with a state law, including, but
22 not limited to, an applicable statute or applicable
23 regulation, standard, or order of the Industrial Welfare
24 Commission, the Occupational Safety and Health
25 Standards Board, or the Division of Occupational Safety
26 and Health, the employer shall pay the employee one
27 additional hour of pay at the employee's regular rate of
28 compensation for each work day that the meal or rest
period is not provided.

44. Pursuant to the Wage Order, Plaintiff and the Aggrieved Employees were entitled
to be authorized and permitted to take net rest breaks of at least ten minutes for each four-hour
period of work, or major fraction thereof.

45. Defendants intentionally failed to authorize and permit Plaintiff and the Aggrieved
Employees to take all 10-minute rest periods free from any work duties in accordance with the
Wage Order.

46. At all relevant times, Defendants failed to authorize and permit Plaintiff and the
Aggrieved Employees to take all timely rest periods. Furthermore, Defendants failed to pay
premium wages to Plaintiff and the Aggrieved Employees for days on which they failed to

1 authorize and permit Plaintiff and the other Aggrieved Employees to take timely rest periods.

2 47. At all relevant times, due to high workload, Defendants failed to authorize and
3 permit Plaintiff and the Aggrieved Employees to take ten-minute, paid, duty-free rest breaks every
4 four hours worked or major fraction thereof. Defendants did not seek an exemption from the rest
5 period protections of the Wage Order from the California Division of Labor Standards
6 Enforcement. Moreover, Defendants failed to pay Plaintiff and the Aggrieved Employees
7 premium wages on workdays they failed to authorize and permit them to take 10-minute rest
8 periods every four hours worked or major fraction thereof.

9 48. Plaintiff is informed and believes and thereon alleges that, at all relevant times
10 within the applicable limitations period, Defendants had a policy, practice, or a lack of a policy
11 which resulted in Defendants not authorizing and permitting Plaintiff and the Aggrieved
12 Employees to take all rest breaks required by California law.

13 **D. FAILURE TO INDEMNIFY**

14 49. In pertinent part, California Labor Code section 2802(a) states, “An employer shall
15 indemnify his or her employee[s] for all necessary expenditures incurred by the employee in direct
16 consequence of the discharge of his or her duties.”

17 50. Labor Code section 1198 prohibits employers from employing their employees
18 under conditions prohibited by the Wage Order.

19 51. At all relevant times during the applicable limitations period, as a condition for
20 employment, Defendants required Plaintiff and the Aggrieved Employees to incur certain
21 business expenses. These costs include, but are not limited to, use of personal cell phones to
22 communicate with office staff concerning work matters and gas/mileage expenses. However, G-
23 GLOBAL LOGISTICS did not reimburse Plaintiff and the others for these business expenses.

24 52. Therefore, Defendants failed to indemnify Plaintiff and the Aggrieved Employees
25 for expenditures incurred as a direct consequence of discharging their duties in violation of
26 California Labor Code sections 2800 and 2802.

27 53. Plaintiff is informed and believes and thereon alleges that, at all relevant times,
28 Defendants maintained a policy and/practice, or lack thereof, which resulted in Defendants’
failure to indemnify Plaintiff and the Aggrieved Employees for the reasonable expenses they
incurred during the course of performing their duties.

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1 **E. FAILURE TO PROVIDE ACCURATE AND COMPLETE WRITTEN WAGE**
2 **STATEMENTS**

3 54. Pursuant to California Labor Code § 226(a), Plaintiff and the Aggrieved
4 Employees were entitled to receive, bi-weekly or at the time of each payment of wages, an
5 accurate itemized statement showing: a) gross wages earned; b) net wages earned; c) all applicable
6 hourly rates in effect during the pay period; and d) the corresponding number of hours worked at
each hourly rate by the employee.

7 55. Pursuant to California Labor Code § 226, an employee is deemed to suffer injury
8 if the employer fails to provide a wage statement. Also, an employee is deemed to suffer injury if
9 the employer fails to provide accurate and complete information as required by California Labor
10 Code § 226(a) and the employee cannot “promptly and easily determine” from the wage statement
11 alone one or more of the following:

12 A. The amount of the gross wages or net wages paid to the employee during
13 the pay period or any of the other information required to be provided on the itemized wage
14 statement pursuant to California Labor Code § 226(a);

15 B. Which deductions the employer made from gross wages to determine the
16 net wages paid to the employee during the pay period;

17 C. The name and address of the employer and, if the employer is a farm labor
18 contractor, as defined in subdivision (b) of Section 1682 of the California Labor Code, the name
and address of the legal entity that secured the services of the employer during the pay period;

19 D. The name of the employee and only the last four digits of his or his social
20 security number or an employee identification number other than a social security number; and

21 E. The number of piece-rate units earned and the piece rate.

22 56. “Promptly and easily determine,” as stated in California Labor Code § 226(e),
23 means a reasonable person would be able to readily ascertain the information without reference
24 to other documents or information.

25 57. As alleged herein, at all relevant times during the applicable limitations period,
26 Defendants violated California Labor Code section 226 because they did not properly and
27 accurately itemize each employee’s gross wages earned, net wages earned, the total hours worked,
28 the corresponding number of hours worked at each rate by the employee and other requirements
of California Labor Code section 226. Defendants failed to state in the wage statements they

1 issued to Plaintiff and the other Aggrieved Employees all their hours worked and wages earned,
2 including, but not limited to, regular and overtime wages for work they performed off-the-clock
3 (as described above).

4 58. Defendants' failure to provide Plaintiff and the other Aggrieved Employees with
5 accurate wage statements was knowing and intentional. Defendants had the ability to provide
6 Plaintiff and the other Aggrieved Employees with accurate wage statements but intentionally
7 provided wage statements that Defendants knew were not accurate.

8 59. As a result of being provided with inaccurate wage statements by Defendants,
9 Plaintiff and the other Aggrieved Employees have suffered injury. Their legal rights to receive
10 accurate wage statements were violated and they were misled about the amount of wages they
11 had actually earned and were owed. In addition, the absence of accurate information on their wage
12 statements prevented immediate challenges to Defendants' unlawful pay practices, has required
13 discovery and mathematical computations to determine the amounts of wages owed, has caused
14 difficulty and expense in attempting to reconstruct time and pay records and/or has led to the
15 submission of inaccurate information about wages to state and federal government agencies.
16 Further, Plaintiff and the other Aggrieved Employees were not able to ascertain from the wage
17 statements whether Defendants complied with their obligations under California Labor Code
18 section 226(a).

19 **F. UNTIMELY WAGES DURING EMPLOYMENT**

20 60. Labor Code § 204 states:

- 21 (a) All wages, other than those mentioned in Section 201,
22 201.3, 202, 204.1, or 204.2, earned by any person in any
23 employment are due and payable twice during each
24 calendar month, on days designated in advance by the
25 employer as the regular paydays. Labor performed
26 between the 1st and 15th days, inclusive, of any calendar
27 month shall be paid for between the 16th and the 26th day
28 of the month during which the labor was performed, and
labor performed between the 16th and the last day,
inclusive, of any calendar month, shall be paid for
between the 1st and 10th day of the following month. ...
- (b) (1) Notwithstanding any other provision of this
section, all wages earned for labor in excess of the normal
work period shall be paid no later than the payday for the
next regular payroll period.

1 (2) An employer is in compliance with the
2 requirements of subdivision (a) of Section 226
3 relating to total hours worked by the employee, if
4 hours worked in excess of the normal work period
5 during the current pay period are itemized as
6 corrections on the paystub for the next regular pay
7 period. Any corrections set out in a subsequently
8 issued paystub shall state the inclusive dates of
9 the pay period for which the employer is
10 correcting its initial report of hours worked.

11 (c) However, when employees are covered by a collective
12 bargaining agreement that provides different pay
13 arrangements, those arrangements shall apply to the
14 covered employees.

15 (d) The requirements of this section shall be deemed satisfied
16 by the payment of wages for weekly, biweekly, or
17 semimonthly payroll if the wages are paid not more than
18 seven calendar days following the close of the payroll
19 period.

20 61. Defendants failed to compensate Plaintiff and the Aggrieved Employees for all
21 hours worked at the correct rates of pay, including overtime. Defendants failed to provide Plaintiff
22 and the Aggrieved Employees with all meal and rest periods in compliance with California laws.
23 Defendants also failed to provide Plaintiff and the Aggrieved Employees with all premium wages
24 on workdays they failed to provide them with one or more meal or rest periods in compliance
25 with California laws. As a result, Defendants failed to timely pay all earned minimum, overtime,
26 and premium wages due during employment within the time periods set by California Labor Code
27 section 204.

28 **G. UNTIMELY FINAL WAGES**

62. Labor Code § 201 provides that all earned and unpaid wages of an employee who
is discharged are due and payable immediately at the time of discharge.

63. Labor Code § 202 provides that all earned and unpaid wages of an employee who
quits after providing at least 72-hours notice before quitting are due and payable at the time of
quitting and that all earned and unpaid wages of an employee who quits without providing at least
72-hours notice before quitting are due and payable within 72 hours.

64. By failing to pay earned minimum and premium wages to Plaintiff and the

1 Aggrieved Employees, Defendants failed to timely pay them all earned and unpaid wages in
2 violation of Labor Code § 201 or § 202.

3 65. Plaintiff is informed and believes that Defendants' failures to timely pay Plaintiff
4 and the Aggrieved Employees all of their earned and unpaid wages (described above) have been
5 willful in that, at all relevant times, Defendants have deliberately maintained policies and
6 practices that violate the requirements of the Labor Code and the Wage Order, even though at all
relevant times, they have had the ability to comply with those legal requirements.

7 **H. FAILURE TO MAINTAIN ACCURATE EMPLOYMENT RECORDS**

8 66. Labor Code § 1174 states:

9 Every person employing labor in this state shall:

10 ...

11 (c) Keep a record showing the names and addresses of all employees
employed and the ages of all minors.

12 (d) Keep, at a central location in the state or at the plants or establishments
13 at which employees are employed, payroll records showing the hours
14 worked daily by and the wages paid to, and the number of piece-rate
15 units earned by and any applicable piece rate paid to, employees
16 employed at the respective plants or establishments. These records shall
17 be kept in accordance with rules established for this purpose by the
18 commission, but in any case shall be kept on file for not less than three
years. An employer shall not prohibit an employee from maintaining a
personal record of hours worked, or, if paid on a piece-rate basis, piece-
rate units earned.

19 67. Labor Code § 1174.5 states:

20 Any person employing labor who willfully fails to maintain the records required
21 by subdivision (c) of Section 1174, or to allow any member of the commission
22 or employees of the division to inspect records pursuant to subdivision (b) of
Section 1174, shall be subject to a civil penalty of five hundred dollars (\$500).

23 68. Section 7 of the Wage Order states:

24 (A) Every employer shall keep accurate information with respect to
25 each employee including the following:

26 (1) Full name, home address, occupation and social security
number.

27 (2) Birth date, if under 18 years, and designation as a minor.
28

- (3) Time records showing when the employee begins and ends each work period. Meal periods, split shift intervals and total daily hours worked shall also be recorded. Meal periods during which operations cease and authorized rest periods need not be recorded.
- (4) Total wages paid each payroll period, including value of board, lodging, or other compensation actually furnished to the Employee.
- (5) Total hours worked in the payroll period and applicable rates of pay. This information shall be made readily available to the employee upon reasonable request.
- (6) When a piece rate or incentive plan is in operation, piece rates or an explanation of the incentive plan formula shall be provided to employees. An accurate production record shall be maintained by the employer.

69. Labor Code § 1198 prohibits employers from employing their employees under conditions prohibited by the Wage Order.

70. On information and belief, Defendants have willfully failed to maintain the records required by § 1174 and Wage Order, including, but not limited to, the total premium wages earned for missed meal and rest periods, and records pertaining to all unpaid hours worked by Plaintiff and the Aggrieved Employees.

71. Accordingly, Plaintiff seeks an award of civil penalties against the Defendants on behalf of himself and all of the other Aggrieved Employees as follows: (1) \$500 for each aggrieved employee for each violation of Labor Code section 1174 (penalties set by Labor Code section 1174.5); and (2) \$100 for each aggrieved employee for each initial violation of Labor Code section 1198, and \$200 for each Aggrieved Employee for each subsequent violation, per pay period (penalties set by Labor Code section 2699(f)(2)).

I. CIVIL PENALTIES SOUGHT

72. During the applicable time period, Defendants violated California Labor Code §§ 201, 202, 203, 204, 226, 226.7, 510, 512, 558, 1174, 1194, 1197, 1198, 2802, and related Labor Code statutes.

73. California Labor Code §§ 2699(a) and (g) authorize an aggrieved employee, on behalf of themselves and other current or former employees, to bring a civil action to recover civil

1 penalties pursuant to the procedures specified in California Labor Code § 2699.3.

2 74. Pursuant to California Labor Code §§ 2699(a) and (f), Plaintiff and the Aggrieved
3 Employees are entitled to recover civil penalties for each of the Defendants' violations of
4 California Labor Code §§ 201, 202, 203, 204, 226, 226.7, 510, 512, 558, 1174, 1194, 1197, 1198
5 and 2802 during the applicable limitations period in the following amounts:

6 A. For violations of California Labor Code § 204, one hundred dollars
7 (\$100.00) for each aggrieved employee for each initial violation and two hundred dollars
8 (\$200.00) for each aggrieved employee for each subsequent, willful or intentional violation
9 (penalty amounts established by California Labor Code § 210).

10 B. For violations of California Labor Code § 226, two hundred fifty dollars
11 (\$250.00) per employee for initial violation and one thousand dollars (\$1,000.00) per employee
12 for each subsequent violation (penalty amounts established by California Labor Code § 226.3).

13 C. For violations of California Labor Code §§ 510 and 512, fifty dollars
14 (\$50.00) for each aggrieved employee for each initial violation for pay period for which the
15 employee was underpaid and one hundred dollars (\$100.00) for each underpaid employee for
16 each pay period for which the employee was underpaid (penalty amounts established by
17 California Labor Code § 558).

18 D. For violations of California Labor Code § 1174, five hundred dollars
19 (\$500.00) for each Aggrieved Employee for each initial violation (penalty amounts established
20 by Labor Code § 1174.5).

21 E. For violations of California Labor Code § 1197, one hundred dollars
22 (\$100.00) for each Aggrieved Employee for each initial and intentional violation and two hundred
23 fifty dollars (\$250.00) for each Aggrieved Employee for each subsequent violation, per pay period
24 (regardless of whether the initial violations were intentionally committed) (penalty amounts
25 established by California Labor Code § 1197.1).

26 F. For violations of California Labor Code §§ 201, 202, 203, 226.7, 1194,
27 1198, and 2802, one hundred dollars (\$100.00) for each aggrieved employee per pay period for
28 each initial violation and two hundred dollars (\$200.00) for each aggrieved employee per pay
period for each subsequent violation (penalty amounts established by California Labor Code
§ 2699(f)(2)).

///

1 **J. NOTICE TO THE STATE OF CALIFORNIA AND DEFENDANTS**

2 75. Plaintiff has complied with the procedures for bringing suit specified in California
3 Labor Code § 2699.3. By letter dated January 19, 2024, Plaintiff gave written notice by certified
4 mail to the Labor and Workforce Development Agency (“LWDA”) and Defendants of the specific
5 provisions of the California Labor Code alleged to have been violated, including the facts and
6 theories to support the alleged violations. The LWDA has failed to take action in response within
65 days of Plaintiff’s notice.

7 76. Pursuant to California Labor Code § 2699(g), Plaintiff and the Aggrieved
8 Employees are entitled to an award of civil penalties, reasonable attorneys’ fees, and costs in
9 connection with their claims for civil penalties.

10 **PRAYER FOR RELIEF**

11 77. WHEREFORE, Plaintiff, on behalf of himself and the Aggrieved Employees,
12 prays for relief and judgment against Defendants as follows:

- 13 A. Civil penalties;
14 B. Costs of suit;
15 C. Reasonable attorneys’ fees; and
16 D. Such other relief as the Court deems just and proper.

17 **DEMAND FOR JURY TRIAL**

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

20 Respectfully submitted,

21 MM LAW, APC

22 Dated: March 25, 2024

23 By:



24 Maralle Messrelian, Esq.
25 Attorney for Plaintiff,
26 SAMUEL CHAVEZ, and all others
27 similarly situated
28