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David W. Slayton,
Executive Officer/Clerk of Court,
By Y. Tarasyuk, Deputy Clerk

Attorneys for Plaintiff

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

ROMONICA TAYLOR, on a representative
basis on behalf of the State of California for
all aggrieved employees, including herself and
other aggrieved employees,

Plaintiff,

vs.

STORER TRANSPORTATION SERVICE, a
California corporation; and DOES 1 through
100,

Defendants.

Case No.: **24STCV07865**

**REPRESENTATIVE ACTION
COMPLAINT:**

**(1) CIVIL PENALTIES UNDER THE
PRIVATE ATTORNEYS GENERAL
ACT (LABOR CODE § 2698 *e seq.*).**

UNLIMITED CIVIL CASE

1 Plaintiff Romonica Taylor (“Plaintiff”), on a representative basis on behalf of the State of
2 California for all aggrieved employees, including herself and other aggrieved employees
3 employed by Defendants¹, hereby brings this Representative Action Complaint against Storer
4 Transportation Service, a California corporation; and, DOES 1 to 100, inclusive (collectively
5 “Defendants”), and on information and belief alleges as follows:

6 **JURISDICTION**

7 1. Plaintiff, on a representative basis on behalf of the State of California for all
8 aggrieved employees, including herself and other aggrieved employees employed by Defendants,
9 hereby brings this Representative Action Complaint for recovery of unpaid wages and penalties
10 under Labor Code §§ 201-204, 226.2, 226.7, 510, 512, 516, 558, 1182.12, 1194, 1194.2, 1197,
11 1198, 2802, and 2698 *et seq.*; and Industrial Welfare Commission Wage Orders, in addition to
12 seeking declaratory relief and restitution. This Complaint is brought pursuant to California Code
13 of Civil Procedure § 382. This Court has jurisdiction over Defendants’ violations of the California
14 Labor Code because the amount in controversy exceeds this Court's jurisdictional minimum.

15 **VENUE**

16 2. Venue is proper in this judicial district pursuant to Cal. Code of Civ. Proc. §§
17 395(a) and 395.5, as at least some of the acts and omissions complained of herein occurred in the
18 County of Los Angeles. One or more of the Defendants, transact business, have agent(s) within
19 the County of Los Angeles, and/or otherwise are found within the County of Los Angeles, and
20 Defendants are within the jurisdiction of this Court for purposes of service of process.

21 **PARTIES**

22 3. Plaintiff is an individual over the age of eighteen (18). At all relevant times herein,
23 Plaintiff was and currently is, a California resident. During the one years immediately preceding
24 the filing of the Complaint in this action and within the statute of limitations periods applicable
25 to each cause of action pled herein, Plaintiff was employed by Defendants as a non-exempt
26

27 ¹ This Complaint is being brought by Plaintiff in a solely representative capacity under the Private Attorneys General
28 Act (“PAGA”) on behalf of the State of California for all aggrieved employees, including herself and other aggrieved
employees employed by Defendants. Plaintiff is not pursuing any claims under PAGA on an individual basis by way
of this Complaint.

1 employee. Plaintiff was, and is, a victim of Defendants' policies and/or practices complained of
2 herein, lost money and/or property, and has been deprived of the rights guaranteed by Labor Code
3 §§ 201-203, 226.2, 226.7, 510, 512, 516, 558, 1182.12, 1194, 1194.2, 1197, 1198, and 2802; and
4 the IWC Wage Orders, which set employment standards for California Occupations.

5 4. Plaintiff is informed and believes, and based thereon alleges, that during the one
6 years preceding the filing of the Complaint and continuing to the present, Defendants did (and
7 continue to do) business by employing individuals, such as Plaintiff, to transport and store various
8 materials and equipment for the benefit of Defendants in the United States, and employed Plaintiff
9 and other, similarly-situated non-exempt employees within Los Angeles County and the state of
10 California and, therefore, were (and are) doing business in Los Angeles County and the State of
11 California.

12 5. Plaintiff does not know the true names or capacities, whether individual, partner,
13 or corporate, of the defendants sued herein as DOES 1 to 100, inclusive, and for that reason, said
14 defendants are sued under such fictitious names, and Plaintiff will seek leave from this Court to
15 amend this Complaint when such true names and capacities are discovered. Plaintiff is informed,
16 and believes, and based thereon alleges, that each of said fictitious defendants, whether individual,
17 partners, or corporate, were responsible in some manner for the acts and omissions alleged herein,
18 and proximately caused Plaintiff and the other aggrieved employees to be subject to the unlawful
19 employment practices, wrongs, injuries and damages complained of herein.

20 6. Plaintiff is informed, and believes, and thereon alleges, that at all times mentioned
21 herein, Defendants were and are the employers of Plaintiff and all other aggrieved employees.

22 7. At all times herein mentioned, each of said Defendants participated in the doing
23 of the acts hereinafter alleged to have been done by the named Defendants; and furthermore, the
24 Defendants, and each of them, were the agents, servants, and employees of each and every one of
25 the other Defendants, as well as the agents of all Defendants, and at all times herein mentioned
26 were acting within the course and scope of said agency and employment. Defendants, and each
27 of them, approved of, condoned, and/or otherwise ratified each and every one of the acts or
28 omissions complained of herein.

1 8. At all times mentioned herein, Defendants, and each of them, were members of
2 and engaged in a joint venture, partnership, and common enterprise, and acting within the course
3 and scope of and in pursuance of said joint venture, partnership, and common enterprise. Further,
4 Plaintiff alleges that all Defendants were joint employers for all purposes of Plaintiff and all other
5 aggrieved employees.

6 **GENERAL FACTUAL ALLEGATIONS**

7 9. Plaintiff was employed by Defendants from approximately February 2022 through
8 February 5, 2023. Plaintiff and other aggrieved employees, worked a sporadic schedule, but
9 generally worked from 7:00 a.m. until between 5-7:00 p.m., between 40-60 hours per week.
10 However, as discussed below, Plaintiff and other aggrieved employees worked considerably more
11 hours than they were credited for by Defendants, who falsely manipulated their hours to reflect
12 that they exercised one-hour unpaid meal periods that in reality they were unable to take. Plaintiff
13 and other aggrieved employees' job duties revolved around transporting materials for mobile
14 COVID-19 testing sites all over the State of California and setting up/supervising said sites.
15 Specifically, Plaintiff and other aggrieved employees were made to drive a bus to various "pop-
16 up" COVID-19 testing sites in various cities in California, where they would be tasked with
17 setting up and maintaining the site for the entirety of their shifts without any time for breaks or
18 otherwise. A typical shift for Plaintiff and other aggrieved employees would be to: i) leave from
19 the hotels they were made to stay in by Defendants around 6:30 a.m.; ii) drive the bus containing
20 all of the materials and equipment to the job site they were placed at for the day; iii) set up the
21 testing site so it was ready for operation by 7:00 a.m. (i.e. setting up tents, cones, signs, reception
22 area, intake area, chairs, tables, etc.); iv) stay on the job site until 5-7 p.m., performing any duties
23 asked of them by the medical professionals on site, and generally supervising the bus; v) break
24 down the testing site materials to store them back in the bus; and vi) return to the hotel for the
25 evening, at which point they were finally off-duty.

26 **MINIMUM WAGE/OVERTIME**

27 10. Throughout the duration of Plaintiff's employment with Defendants, Plaintiff and
28 other aggrieved employees were not paid for all hours worked as their supervisors intentionally

1 acted to deprive them of compensation that they were duly entitled to through rounding, time
2 shaving, and otherwise manipulating their hours to reflect that they worked fewer hours than they
3 actually did. Plaintiff and other aggrieved employees clocked in and out on a paper time sheet,
4 which they would manually fill her hours out on. Plaintiff and other aggrieved employees would
5 clock in when they entered her company vehicle at the beginning of their workday, and clocked
6 out upon exiting the company vehicle at the end of their workday. However, upon information
7 and belief, the time records maintained by Defendants were not reflective of the actual number of
8 hours that Plaintiff and other aggrieved employees actually worked. Plaintiff does not recall being
9 made to confirm or sign off on her hours worked.

10 11. Furthermore, Plaintiff and other aggrieved employees worked
11 overtime/doubletime hours, based on the requirements of the IWC Wage Orders, but did not
12 receive overtime compensation equal to one and one-half times her regular rate of pay for all
13 overtime/doubletime hours worked. Upon information and belief, Defendants systemically failed
14 to pay overtime compensation due to Plaintiff and other aggrieved employees when they worked
15 the requisite number of hours to be entitled to such pay. Instead, Plaintiff and other aggrieved
16 employees and would be paid their normal hourly rate for daily overtime hours worked. Indeed,
17 despite routinely working in excess of the hourly overtime thresholds as outlined in the IWC
18 Wage Orders, Plaintiff and other aggrieved employees were generally only paid their normal
19 hourly rate(s) of pay unless they worked in excess of 12.0 hours per day, at which point
20 Defendants would pay them time and a half (instead of the double-time pay that they should have
21 been entitled to). Furthermore, Plaintiff and other aggrieved employees would be made to falsely
22 state on their time sheets at the express direction of her supervisors that they exercised an unpaid
23 hour-long meal period every shift, when in reality, they were on-duty and working from the
24 moment they left their hotel/residences in the morning to the moment they arrived back at their
25 hotel/residences in the evening. As a result of Defendants' policy/practice of manipulating the
26 time records of Plaintiff and other aggrieved employees in a manner that served to intentionally
27 undercompensate them, in addition to their blatant failures to pay daily overtime, Defendants
28 failed to ensure that Plaintiff and other aggrieved employees were being paid at least the minimum

1 wage for all hours actually worked, and failed to ensure that Plaintiff and other aggrieved
2 employees received proper overtime/doubletime wages for all overtime/doubletime hours worked
3 in compliance with the IWC Wage Orders.

4 **REST PERIOD VIOLATIONS**

5 12. Plaintiff and other aggrieved employees were not authorized to take all legally
6 required rest periods. Plaintiff does not recall ever receiving a rest period throughout her
7 employment with Defendants. Instead, Plaintiff and other aggrieved employees would be made
8 to work generally throughout the entirety of their shifts without interruption. Indeed, Plaintiff
9 and other aggrieved employees were required to be on duty and working for the entirety of their
10 shifts. Plaintiff was expressly instructed by the only two individuals who she was required to
11 report to, Nelson (Last Name Unknown) and Dane (Last Name Unknown), that she was not to
12 leave the bus unattended under any circumstances. Plaintiff and other aggrieved employees were
13 consistently and explicitly reminded that they were responsible for the bus and that they could
14 not leave it unattended during working hours. This practice was pervasive throughout Plaintiff
15 and other aggrieved employees' employment.

16 13. On these instances that Defendants failed to authorize and permit Plaintiff and
17 other aggrieved employees to take a legally compliant rest period, Defendants did not pay Plaintiff
18 and other aggrieved employees the rest period premium required by Labor Code § 226.7. Upon
19 information and belief, during at least a portion of the relevant time period, Defendants
20 maintained no payroll code or other mechanism for paying rest period premiums when
21 Defendants failed to provide legally compliant rest periods.

22 **MISSED/SHORTENED/ON-DUTY MEAL PERIODS**

23 14. Defendants also did not provide Plaintiff and other aggrieved employees with a
24 legally compliant first meal period when they worked shifts in excess of 6.0 hours. Plaintiff and
25 other aggrieved employees rarely, if ever, were entitled to exercise the use of a timely duty-free
26 thirty-minute uninterrupted meal period despite always working at least 6.0 hours in a day.
27 Rather, Plaintiff and other aggrieved employees would generally work through their shifts without
28 taking any time for a compliant meal period, instead opting to eat while on-duty attending to the

1 bus, if at all. As discussed above, Plaintiff and other aggrieved employees were not permitted to
2 leave the bus unattended at any point during their shift at the explicit direction of the supervisors
3 they reported to and would have to get food delivered to them if they had time to eat during their
4 shifts since they were not allowed to leave the jobsite. Plaintiff explicitly complained about this
5 practice to her immediate supervisor “Nelson” on numerous occasions, however Nelson would
6 just tell her that she “had to write in that she took a lunch per California Law”, even though he
7 was fully aware that she and other aggrieved employees were not exercising anything resembling
8 a timely duty-free compliant meal period at any point during their employment. Indeed, when
9 Plaintiff first commenced employment with Defendants, she did not write on her time sheets that
10 she exercised a meal period, because she truthfully did not. However, Nelson soon realized this
11 and called her to tell her that she had to write an hour-long meal period in. Plaintiff responded to
12 this initial call by stating, “Well, I can’t take a lunch break since you require me to be on the job
13 site all day”, to which Nelson responded, “I know, just write it in. We have to put in that you took
14 a lunch per the law.” Plaintiff complained about this practice throughout her employment, as it
15 was not only depriving herself and other aggrieved employees of earned wages in that they were
16 working off-the-clock during her hour long “meal periods”, but also depriving them of the
17 opportunity to eat at all during their 12+ hour long shifts. Plaintiff and other aggrieved employees
18 were not informed by Defendants of her legal right to take duty-free uninterrupted meal periods
19 before the conclusion of their fifth hour of work pursuant to Labor Code Section 512 and
20 frequently complained about not receiving them. Defendants were not only aware of, but actively
21 encouraged this practice.

22 15. Furthermore, Defendants also did not provide a second meal period to Plaintiff
23 and other aggrieved employees when they worked shifts in excess of 10.0 hours. As stated,
24 Plaintiff and other aggrieved employees frequently worked in excess of 10 hours during their
25 employment, but she cannot recall herself or any other aggrieved employees ever receiving a
26 second meal period.

27 16. On these instances that Defendants failed to provide Plaintiff and other aggrieved
28 employees with a legally compliant meal period, Defendants did not pay Plaintiff and other

aggrieved employees the meal period premiums required by Labor Code § 226.7. Moreover, during at least a portion relevant time period, on information and belief, Defendants maintained no payroll code or other mechanism for paying meal period premiums when Defendants failed to provide legally compliant meal periods.

FAILURE TO REIMBURSE FOR BUSINESS EXPENSES

17. Defendants failed to adequately reimburse Plaintiff and other aggrieved employees for all reasonable and necessary work expenditures, including but not limited to, requiring Plaintiff and other aggrieved employees to utilize their personal cellular phone in the performance of their work duties at the express direction of their supervisors, in addition to the countless food related expenses they were inherently made to incur by virtue of the fact that they would be made to stay at hotels without kitchens, and thus had no option for food other than to eat out. Despite Defendants' requirement that Plaintiff and other aggrieved employees utilize their personal cellular phones in the performance of their job duties and purchase their own meals while working on remote job sites, upon information and belief, they were not ever provided any reimbursement for these expenses.

WAGE STATEMENT VIOLATIONS/WAITING TIME PENALTIES

18. Defendants have maintained inaccurate payroll records, failed to timely pay all wages owed to separating employees at the time of their separation, and issued inaccurate wage statements. These failures are a result of, among other things, Defendants' failure to pay all minimum and overtime wages, and failure to provide all required meal periods and authorize all rest periods or pay premium pay in lieu thereof.

ADDITIONAL VIOLATIONS OF THE LABOR CODE SUBJECT TO PAGA PENALTIES

19. Defendants failed to meet its obligations to provide paid sick leave to and other aggrieved employees under Labor Code §245.5(b) which requires that employers authorize and permit its employees who worked 30 or more days within a year to accrue paid sick leave, and to allow them to exercise paid sick leave on or after their 90th day of employment. Despite meeting all of the statutory requirements for being able to accrue and utilize paid sick leave, Plaintiff and

1 other aggrieved employees were not provided paid sick leave on those occasions where they
2 needed to take a “sick day” in violation of Labor Code §245.5(b).

3 20. Defendants violated Labor Code § 204 by failing to pay Plaintiff and other
4 aggrieved employees all wages earned at least twice during each calendar month.

5 21. Finally, Defendants failed to conform to the requirements of Labor Code § 2810.5
6 by failing to provide Plaintiff and other aggrieved employees written notices, in the language
7 normally used to communicate employment related information to the employees, containing
8 information regarding their: i) rate(s) of pay and the basis thereof; ii) allowances claimed as part
9 of the minimum wage; iii) regular payday designated by the employer; iv) the legal name of the
10 employer; v) the address of the legal entity that is the employer; vi) the telephone number of the
11 employer; vii) identifying information for the employer’s workers’ compensation insurance
12 carrier; and viii) information informing the employee of their right to accrue and use paid sick
13 leave. Despite maintaining an obligation to provide these disclosures to Plaintiff and other
14 aggrieved employees, Defendants failed to do so, in violation of Labor Code § 2810.5.

15 **FIRST CAUSE OF ACTION**

16 **PRIVATE ATTORNEYS GENERAL ACT**

17 **(AGAINST ALL DEFENDANTS)**

18 22. Plaintiff re-alleges and incorporates by reference all prior paragraphs as though
19 fully set forth herein.

20 23. Defendants have committed several Labor Code violations against Plaintiff and
21 other aggrieved employees. Plaintiff, an “aggrieved employee” within the meaning of Labor
22 Code § 2698 et seq., acting on behalf of the State of California for all aggrieved employees
23 employed by Defendants, including herself, brings this representative action against Defendants
24 to recover the civil penalties due to the State of California and all aggrieved employees employed
25 by Defendants, including herself, according to proof pursuant to Labor Code § 558 and § 2699
26 (a) and (f) including, but not limited to: (1) \$100.00 for each initial violation for each failure to
27 pay each employee and \$200 for each subsequent violation or willful or intentional violation
28 pursuant to Labor Code § 210 for each failure to pay each employee, plus 25% of the amount

1 unlawfully withheld; (2) \$50.00 for each initial violation and \$100 for each subsequent violation
2 pursuant to Labor Code § 558 per employee per pay period; (3) \$100.00 for each initial violation
3 and \$250.00 for each subsequent violation pursuant to Labor Code § 1197.1 per employee per
4 pay period; (4) \$250.00 for each initial violation and \$1,000.00 for each subsequent violation
5 pursuant to Labor Code § 226.3 per employee per pay period; and/or (5) \$100.00 for each initial
6 violation and \$200 for each subsequent violation per employee per pay period for those
7 violations of the Labor Code for which no civil penalty is specifically provided, based on the
8 following Labor Code violations:

- 9 a. Failing to pay minimum wages for all hours worked to Plaintiff and other
10 aggrieved employees in violation of Labor Code §§ 558, 1182.12, 1194, 1194.2,
11 1197, and 1198;
- 12 b. Failing to pay Plaintiff and other aggrieved employees all earned overtime
13 compensation in violation of Labor Code §§ 204, 510, 558, 1194, and 1198;
- 14 c. Failing to provide all legally required meal periods, and failure to pay meal
15 period premium wages, to Plaintiff and other aggrieved employees at the
16 regular rate of compensation in violation of Labor Code §§ 226.7, 512, 558, and
17 1198;
- 18 d. Failing to authorize and permit all legally required rest periods, and failure to
19 pay rest period premium wages, to Plaintiff and other aggrieved employees at
20 the regular rate of compensation in violation of Labor Code §§ 226.7, 516, 558,
21 and 1198;
- 22 e. Failing to furnish Plaintiff and other aggrieved employees with complete,
23 accurate, itemized wage statements in violation of Labor Code § 226;
- 24 f. Failing to timely pay all final wages and compensation earned by Plaintiff and
25 other aggrieved employees at the time of separation in violation of Labor Code
26 §§ 201, 202, and 203;
- 27 g. Failing to pay Plaintiff and other aggrieved employees all earned wages at least
28 twice during each calendar month in violation of Labor Code § 204;
- h. Failing to maintain accurate records on behalf of Plaintiff and other aggrieved

employees in violation of Labor Code §§ 1174 and 1198;

- i. Failing to reimburse Plaintiff and other aggrieved employees for all work-related expenses incurred in violation of Labor Code §§ 2802 and 2804;
- j. Failing to permit and authorize Plaintiff and other aggrieved employees to exercise the use of their accrued paid sick leave days in violation of Labor Code § 245.5; and
- k. Failing to provide legally mandated disclosures and/or written notices regarding the terms of employment of Plaintiff and other aggrieved employees in violation of Labor Code § 2810.5.

24. On January 16, 2024, Plaintiff notified Defendants via certified mail, and notified the California Labor and Workforce Development Agency (“LWDA”) via its website, of Defendants’ violations of the California Labor Code and Plaintiff’s intent to bring a representative claim for civil penalties under California Labor Code § 2698 et seq. with respect to violations of the California Labor Code identified in Paragraph 23 (a)-(k). Now that sixty-five days have passed from Plaintiff’s notifying Defendants and the LWDA of these violations, and the LWDA has not provided notice that it intends to investigate the violations, Plaintiff has exhausted her administrative requirements for bringing a representative claim under the Private Attorneys General Act with respect to these violations.

25. Plaintiff was compelled to retain the services of counsel to file this court action to protect the interests of the State of California and the interests of other similarly aggrieved employees employed by Defendants, including herself, and to assess and collect the civil penalties owed by Defendants. Plaintiff has thereby incurred attorneys’ fees and costs, which she is entitled to receive under California Labor Code § 2699(g).

PRAYER

WHEREFORE, Plaintiff prays for judgment for the State of California and for all aggrieved employees employed by Defendants, including herself, for whom this suit is brought against Defendants, as follows:

- 1. Upon the First Cause of Action, (1) \$100.00 for each initial violation for each

1 failure to pay each employee and \$200 for each subsequent violation or willful or intentional
2 violation pursuant to Labor Code § 210 for each failure to pay each employee, plus 25% of the
3 amount unlawfully withheld; (2) \$50.00 for each initial violation and \$100 for each subsequent
4 violation pursuant to Labor Code § 558 per employee per pay period; (3) \$100.00 for each initial
5 violation and \$250.00 for each subsequent violation pursuant to Labor Code § 1197.1 per
6 employee per pay period; (4) \$250.00 for each initial violation and \$1,000.00 for each subsequent
7 violation pursuant to Labor Code § 226.3 per employee per pay period; and/or (5) \$100.00 for
8 each initial violation and \$200 for each subsequent violation per employee per pay period for the
9 violations of the Labor Code Sections cited in Labor Code § 2699.5;

10 2. Prejudgment interest on all due and unpaid wages pursuant to California Labor
11 Code § 218.6 and Civil Code §§ 3287 and 3289;

12 3. On all causes of action, for attorneys' fees and costs as provided by Code of Civil
13 Procedure § 1021.5 and all other applicable statutes; and

14 4. For such other and further relief the Court may deem just and proper.

15
16 Dated: March 28, 2024

Respectfully submitted,
STANBURY BROWN LAW, PC

17
18 By: _____


Daniel J. Brown
Ethan C. Surls
Attorney for Plaintiff