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

Attorneys for Plaintiff, the State of California, and the Aggrieved Employees

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

SALVADOR RODRIGUEZ, JR., solely in his
representative capacity under the Private Attorneys
General Act of 2004 ("PAGA"),

Plaintiff,

v.

TOGETHER LOGISTICS LLC, a California
limited liability company; and DOES 1 through
100, inclusive,

Defendants.

Case No. **24STCV06827**

COMPLAINT

(1) Violation of California Labor Code § 2698 et
seq. (California Labor Code Private Attorney
General Act of 2004)

DEMAND FOR JURY TRIAL

1 Plaintiff SALVADOR RODRIGUEZ, JR. ("Plaintiff"), solely in his representative capacity under
2 the California Labor Code Private Attorneys General Act of 2004 ("PAGA"), files this Complaint against
3 Defendants TOGETHER LOGISTICS LLC and DOES 1 through 100, inclusive ("Defendants").
4 Plaintiff's allegations are based upon information and belief and upon investigation of Plaintiff's counsel,
5 except for allegations specifically pertaining to Plaintiff, which are based upon Plaintiff's personal
6 knowledge.

7 **JURISDICTION AND VENUE**

8 1. This PAGA action asserts claims by Plaintiff only in his representative capacity on behalf
9 of the State of California and all other current and former aggrieved employees for civil penalties pursuant
10 to California Labor Code sections 2698, *et seq.*

11 2. This PAGA action does not assert any individual PAGA claim.

12 3. Plaintiff is not pursuing an individual PAGA claim and hereby expressly waives any
13 recovery for his individual PAGA claim.

14 4. The monetary damages and restitution sought by Plaintiff exceed the minimal jurisdiction
15 limits of the Superior Court and will be established according to proof at trial.

16 5. This Court has jurisdiction over this action pursuant to the California Constitution, Article
17 VI, section 10, which grants the Superior Court "original jurisdiction in all causes except those given by
18 statute to other courts." The statutes under which this action is brought do not specify any other basis for
19 jurisdiction.

20 6. This Court has jurisdiction over all Defendants because each defendant is either a citizen
21 of California, has sufficient minimum contacts in California, or otherwise intentionally avails itself of the
22 California market so as to render the exercise of jurisdiction over it by the California courts consistent
23 with traditional notions of fair play and substantial justice.

24 7. Venue is proper in this Court because, upon information and belief, the named Defendants
25 reside, transact business, or have offices in this county and the acts and omissions alleged herein took
26 place in this county.

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1 **PARTIES**

2 8. Plaintiff SALVADOR RODRIGUEZ, JR. ("Plaintiff") is a citizen of the State of
3 California.

4 9. Defendant TOGETHER LOGISTICS LLC ("TOGETHER LOGISTICS") is a limited
5 liability company organized and existing under the laws of the State of California, and transacts business
6 throughout the State of California, including the County of Los Angeles. At all relevant times,
7 TOGETHER LOGISTICS was the "employer" of Plaintiff within the meaning of all applicable state laws
8 and statutes.

9 10. At all times herein relevant, Defendants TOGETHER LOGISTICS and DOES 1 through
10 100, and each of them, were the agents, partners, joint venturers, representatives, servants, employees,
11 successors-in-interest, co-conspirators and assigns, each of the other, and at all times relevant hereto were
12 acting within the course and scope of their authority as such agents, partners, joint venturers,
13 representatives, servants, employees, successors, co-conspirators and assigns, and that all acts or
14 omissions alleged herein were duly committed with the ratification, knowledge, permission,
15 encouragement, authorization and consent of each defendant designated herein.

16 11. The true names and capacities, whether corporate, associate, individual or otherwise, of
17 defendants DOES 1 through 100, inclusive, are unknown to Plaintiff who sues said defendants by such
18 fictitious names. Plaintiff is informed and believes, and based on that information and belief alleges, that
19 each of the defendants designated as a Doe is legally responsible for the events and happenings referred
20 to in this complaint, and unlawfully caused the injuries and damages to Plaintiff alleged in this complaint.
21 Plaintiff will seek leave of court to amend this complaint to show the true names and capacities when the
22 same have been ascertained

23 12. Defendants TOGETHER LOGISTICS and DOES 1 through 100 will hereinafter
24 collectively be referred to as "Defendants" or "Together Logistics."

25 **FACTUAL ALLEGATIONS**

26 13. Defendants employed Plaintiff as an hourly-paid or non-exempt employee.

27 14. Defendants have the authority to hire and terminate Plaintiff and the other aggrieved
28 employees; to set work rules and conditions governing Plaintiff and the other aggrieved employees; and

1 to supervise their daily employment activities.

2 15. Defendants directly hired and paid wages and benefits to Plaintiff and the other aggrieved
3 employees.

4 16. Plaintiff is informed and believes, and based thereon alleges, that at all times herein
5 relevant, Defendants were advised by skilled lawyers and other professionals, employees, advisors, and
6 consultants highly knowledgeable about California wage law, employment and personnel practices.

7 17. Plaintiff is informed and believes, and based thereon alleges, that at all times herein
8 relevant, without any justification, Defendants ignored the employment and personnel policy changes
9 proposed by skilled lawyers and other professionals, employees, advisors, and consultants highly
10 knowledgeable about California wage laws, employment, and personnel practice.

11 18. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew or
12 should have known that Plaintiff and aggrieved employees were entitled to receive certain wages for all
13 work performed, including for overtime compensation.

14 19. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew or
15 should have known that Plaintiff and the other aggrieved employees were working over eight (8) hours
16 and/or over twelve (12) hours per day and/or over forty (40) hours per week, that they were entitled to
17 receive certain wages for overtime compensation, and that they were not receiving wages for overtime
18 compensation.

19 20. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew or
20 should have known that Plaintiff and the other aggrieved employees were working off-the-clock, that they
21 were entitled to receive minimum and/or overtime wages for the off-the-clock work performed, and that
22 they were not receiving minimum and/or overtime wages for off-the-clock work performed.

23 21. Plaintiff is informed and believes, and based thereon alleges, that Defendants engaged in a
24 uniform policy and systematic scheme of wage abuse against their hourly paid employees.

25 22. Plaintiff is informed and believes, and based thereon alleges, that Defendants failed to
26 provide Plaintiff and the other aggrieved employees the required rest and meal periods during the relevant
27 time period as required under the Industrial Welfare Commission Wage Orders and/or applicable Labor
28 Codes, thus are entitled to any and all applicable penalties.

1 23. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew or
2 should have known that Plaintiff and the other aggrieved employees were entitled to receive all meal
3 periods or payment of one additional hour of pay at Plaintiff's and the other aggrieved employees' regular
4 rate of pay when a meal period was missed.

5 24. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew or
6 should have known that Plaintiff and the other aggrieved employees were entitled to receive all rest periods
7 or payment of one additional hour of pay at Plaintiff's and the other aggrieved employees' regular rate of
8 pay when a rest period was missed.

9 25. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew or
10 should have known that Plaintiff and the other aggrieved employees were entitled to receive all wages
11 owed to them upon discharge or resignation.

12 26. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew or
13 should have known that Plaintiff and the other aggrieved employees were entitled to receive complete and
14 accurate wage statements in accordance with California law.

15 27. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew or
16 should have known that they had to keep complete and accurate payroll records for Plaintiff and the other
17 aggrieved employees in accordance with California laws.

18 28. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew or
19 should have known that Plaintiff and the other aggrieved employees were entitled to reimbursement for
20 necessary business-related expenses, including the use of personal cell phones to respond to business-
21 related phone calls and text messages, purchasing headlamps, cell phones, phone chargers, and extra
22 batteries.

23 29. Plaintiff is informed and believes, and based thereon alleges, that Defendants utilized a
24 time rounding system that paid employees based on their rounded times, rather than actual hours
25 worked, which consistently benefits Defendants and fails to pay Plaintiff and the other aggrieved
26 employees minimum wage and overtime and resulted in Defendants failing to pay required meal period
27 premiums for shifts where Plaintiff and the other aggrieved employees worked more than five hours
28 before being provided a meal period.

1 30. Plaintiff is informed and believes, and based thereon alleges, that under Defendants'
2 Performance Bonus Program, Defendants paid Plaintiff and the other aggrieved employees non-
3 discretionary bonuses and failed to factor these bonuses into their regular rate of pay.

4 31. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew or
5 should have known that they had a duty to compensate Plaintiff and the other aggrieved employees
6 pursuant to California law, and that Defendants had the financial ability to pay such compensation, but
7 willfully, knowingly, and intentionally failed to do so, and falsely represented to Plaintiff and the other
8 aggrieved employees that they were properly denied wages, all in order to increase Defendants' profits.

9 32. At all material times set forth herein, Defendants regularly and consistently failed to
10 compensate Plaintiff and the other aggrieved employees for all hours worked.

11 33. At all material times set forth herein, Defendants failed to fully comply with the relevant
12 provision of the Labor Code and the IWC orders to pay overtime wages to Plaintiff and the other aggrieved
13 employees.

14 34. At all material times set forth herein, Defendants failed to fully comply with the relevant
15 provision of the Labor Code and the IWC orders to provide legally compliant meal and rest periods to
16 Plaintiff and the other aggrieved employees and pay them premium pay.

17 35. At all material times set forth herein, Defendants regularly and consistently failed to
18 provide complete and accurate wage statements to Plaintiff and the other aggrieved employees.

19 36. At all material times set forth herein, Defendants regularly and consistently failed to pay
20 Plaintiff and the other aggrieved employees all wages owed to them upon discharge or resignation.

21 37. At all material times set forth herein, Defendants failed to keep complete and accurate
22 payroll records for Plaintiff and the other aggrieved employees.

23 38. At all material times set forth herein, Defendants failed to reimburse Plaintiff and the other
24 aggrieved employees for necessary business-related expenses.

25 39. At all material times set forth herein, Defendants failed to pay Plaintiff and the other
26 aggrieved employees minimum wage, overtime, and provide timely meal and rest periods and/or issue
27 premium pay due to its non-neutral rounding policy.

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1 40. At all material times set forth herein, Defendants failed to factor Plaintiff's and the other
2 aggrieved employees' non-discretionary bonuses into their regular rate of pay.

3 **PAGA ALLEGATIONS**

4 41. At all times set forth herein, PAGA was applicable to Plaintiff's employment by
5 Defendants.

6 42. At all times set forth herein, Plaintiff, like the other aggrieved employees, were employed
7 by Defendants and against whom one or more of the following Labor Code violations were committed.

8 43. At all times herein, PAGA provides that any provision of law under the California Labor
9 Code that provides for a civil penalty to be assessed and collected by the LWDA for violations of the
10 California Labor Code may, as an alternative, be recovered through a civil action brought by an aggrieved
11 employee on behalf of himself and other current or former employees pursuant to procedures outlined in
12 California Labor Code section 2699.3.

13 44. Pursuant to PAGA, a civil action under PAGA may be brought by an "aggrieved
14 employee," who is any person that was employed by the alleged violator and against whom one or more
15 of the alleged violations was committed.

16 45. Plaintiff was employed by Defendants and the alleged violations were committed against
17 him during his time of employment and he is therefore, an aggrieved employee. Plaintiff is an "aggrieved
18 employee" as defined by California Labor Code section 2699, subdivision (c).

19 46. Pursuant to California Labor Code sections 2699.3 and 2699.5, an aggrieved employee,
20 including Plaintiff, may pursue a civil action arising under PAGA after the following requirements have
21 been met:

- 22 a. The aggrieved employee shall give written notice by certified mail (hereinafter
23 "Employee's Notice") to the LWDA and the employer of the specific provisions of
24 the California Labor Code alleged to have been violated, including the facts and
25 theories to support the alleged violations.
- 26 b. The LWDA shall provide notice (hereinafter "LWDA Notice") to the employer and
27 the aggrieved employee by certified mail that it does not intend to investigate the
28 alleged violation within sixty (60) calendar days of the postmark date of the

Employee's Notice. Upon receipt of the LWDA Notice, or if the LWDA Notice is not provided within thirty-three (65) calendar days of the postmark date of the Employee's Notice, the aggrieved employee may commence a civil action pursuant to California Labor Code section 2699 to recover civil penalties in addition to any other penalties to which the employee may be entitled.

47. On January 10, 2024, Plaintiff provided written notice to the LWDA and to Defendants of the specific provisions of the California Labor Code alleged to have been violated, including the facts and theories to support the alleged violations. A true and correct copy of the notice is attached hereto as Exhibit "A." Plaintiff has not received any response from the LWDA.

48. Plaintiff satisfied the administrative prerequisites under California Labor Code section 2699.3, subdivision (a), to recover civil penalties against Defendants in addition to other remedies, for violations of the California Labor Code and all applicable wage orders.

FIRST CAUSE OF ACTION

(Violation of California Labor Code §§ 2698, et seq.)

(Against Defendant TOGETHER LOGISTICS, LLC and DOES 1 through 100)

49. Plaintiff hereby incorporates by reference all the prior allegations in the preceding paragraphs and each and every part thereof has the same force and effect as though fully set forth herein.

50. PAGA expressly establishes that any provision of the California Labor Code which provides for a civil penalty to be assessed and collected by the LWDA, or any of its departments, divisions, commissions, boards, agencies or employees for a violation of the California Labor Code, may be recovered through a civil action brought by an aggrieved employee on behalf of himself or herself, and other current or former employees.

51. Whenever the LWDA, or any of its departments, divisions, commissions, boards, agencies, or employees has discretion to assess a civil penalty, a court in a civil action is authorized to exercise the same discretion, subject to the same limitations and conditions, to assess a civil penalty.

52. Plaintiff and the other hourly-paid or non-exempt employees are "aggrieved employees" as defined by California Labor Code section 2699, subdivision (c) in that they are all current or former employees of Defendants, and one or more of the alleged violations was committed against them.

1 **Failure to Pay Overtime**

2 53. California Labor Code sections 510 and 1198 and the applicable wage order require
3 employers to pay their employees overtime compensation equal to one and one-half times their regular
4 rate of pay for all hours worked in excess of eight (8) hours and/or twelve (12) hours in one day and/or
5 over 40 hours in a week.

6 54. Defendants do not pay Plaintiff and the other aggrieved employees overtime
7 compensation when they worked in excess of eight (8) hours and/or twelve (12) hours in one day and/or
8 over 40 hours in a week as alleged above, or when they work off-the-clock.

9 55. Defendants do not pay Plaintiff and the other aggrieved employees overtime
10 compensation due to its non-neutral rounding policy as alleged above.

11 56. Defendants failed to factor Plaintiff's and the other aggrieved employees' non-
12 discretionary bonuses into their regular rate of pay in calculating their overtime pay.

13 **Failing to Provide Meal Periods**

14 57. California Labor Code sections 226.7 and 512 and the applicable wage order require
15 employers to pay their employees one additional hour of pay at the employee's regular rate of pay for
16 each workday that a meal period is not provided when it should have been.

17 58. Defendants do not provide Plaintiff and the other aggrieved employees with meal periods
18 when they should have, nor do they pay them premium pay as alleged above.

19 59. Defendants do not provide Plaintiff and the other aggrieved employees with meal periods
20 when they should have due to its non-neutral rounding policy and fail to pay corresponding premium
21 pay.

22 60. Defendants failed to factor Plaintiff's and the other aggrieved employees' non-
23 discretionary bonuses into their regular rate of pay in calculating their premium pay.

24 **Failure to Provide Rest Periods**

25 61. California Labor Code sections 226.7 and 512 and the applicable wage order require
26 employers to pay their employees one additional hour of pay at the employee's regular rate of pay for
27 each workday that a rest break is not provided when it should have been.

28 62. Defendants do not provide Plaintiff and the other aggrieved employees with rest breaks

1 when they should have, nor do they pay them premium pay as alleged above.

2 63. Defendants do not provide Plaintiff and the other aggrieved employees with rest periods
3 when they should have due to its non-neutral rounding policy and fail to pay corresponding premium
4 pay.

5 64. Defendants failed to factor Plaintiff's and the other aggrieved employees' non-
6 discretionary bonuses into their regular rate of pay in calculating their premium pay.

7 **Failure to Pay Minimum Wages**

8 65. California Labor Code sections 1194, 1197, and 1197.1 and the applicable wage order
9 require employers to pay their employees at least the minimum wage for each hour worked.

10 66. Defendants do not pay Plaintiff and the other aggrieved employees the minimum wage
11 for each hour they worked, including off-the-clock work, as alleged above.

12 67. Defendants do not pay Plaintiff and the other aggrieved employees minimum wages due
13 to its non-neutral rounding policy as alleged above.

14 68. Defendants failed to factor Plaintiff's and the other aggrieved employees' non-
15 discretionary bonuses into their regular rate of pay in calculating their minimum wages.

16 **Failure to Timely Pay Wages Upon Termination**

17 69. California Labor Code sections 201, 202, and 203 and the applicable wage order provide
18 that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are
19 due and payable immediately, and that if an employee voluntarily leaves his or her employment, his or
20 her wages shall become due and payable not later than seventy-two hours thereafter, unless the employee
21 has given seventy-two hours previous notice of his or her intention to quit, in which case the employee
22 is entitled to his or her wages at the time of quitting.

23 70. As explained above, Defendants failed to pay Plaintiff and the other aggrieved minimum
24 wage for each hour of work they performed, failed to pay them overtime when they worked in excess
25 of eight hours in one day and/or over 40 hours in a week, and failed to pay them one additional hour of
26 pay at their regular rate of pay when they were not provided meal periods and rest breaks. Accordingly,
27 these wages are not timely paid to Plaintiff and the other aggrieved employees upon their discharge or
28 termination.

1 **Failure to Timely Pay Wages During Employment**

2 71. California Labor Code section 204 and the applicable wage order require that all wages
3 earned by any person in any employment between the 1st and the 15th days, inclusive, of any calendar
4 month, other than those wages due upon termination of an employee, are due and payable between the
5 16th and the 26th day of the month during which the labor was performed, and that all wages earned by
6 any person in any employment between the 16th and the last day, inclusive, of any calendar month,
7 other than those wages due upon termination of an employee, are due and payable between the 1st and
8 the 10th day of the following month. Labor Code section 204 also requires that all wages earned for
9 labor in excess of the normal work period shall be paid no later than the payday for the next regular
10 payroll period.

11 72. As explained above, Defendants failed to pay Plaintiff and the other aggrieved employees
12 minimum wage for each hour of work they performed, failed to pay them overtime when they worked
13 in excess of eight hours in one day and/or over 40 hours in a week, and failed to pay them one additional
14 hour of pay at their regular rate of pay when they were not provided meal periods and rest breaks.
15 Accordingly, these wages are not timely paid Plaintiff and the other aggrieved employees during their
16 employment.

17 **Failure to Provide Compliant Wage Statements**

18 73. California Labor Code section 226 and the applicable wage order require employers to
19 make, keep, and provide true, accurate, timely, and complete wage statement.

20 74. Defendants do not provide Plaintiff and the other aggrieved employees with true,
21 accurate, timely, and complete wage statements as alleged above.

22 **Failure to Keep Complete and Accurate Payroll Records**

23 75. California Labor Code section 1174, subdivision (d) requires employers to keep complete
24 and accurate payroll records.

25 76. Defendants do not keep complete and accurate payroll records for Plaintiff and the other
26 aggrieved employees as alleged above.

27 **Failure to Reimburse Necessary Business Expenses**

28 77. California Labor Code section 2802 requires employers to reimburse its employees for

1 all necessary business-related expenses and costs.

2 78. Defendants do not reimburse Plaintiff and the other aggrieved employees as alleged
3 above.

4 **PRAYER FOR RELIEF**

5 WHEREFORE, Plaintiff prays for relief and judgment against Defendants, jointly and severally, as
6 follows

7 1. Pursuant to California Labor Code section 2699, Plaintiff requests and is entitled to
8 recover from Defendants civil penalties, including:

9 a. Penalties under California Labor Code section 2699 in the amount
10 of a hundred dollars (\$100) for each aggrieved employee per pay
11 period for the initial violation, and two hundred dollars (\$200) for
12 each aggrieved employee per pay period for each subsequent
13 violation;

14 b. Penalties under California Code of Regulations Title 8 section
15 11070 in the amount of fifty dollars (\$50) for each aggrieved
16 employee per pay period for the initial violation, and one hundred
17 dollars (\$100) for each aggrieved employee per pay period for each
18 subsequent violation;

19 c. Penalties under California Labor Code section 210 in addition to,
20 and entirely independent and apart from, any other penalty provided
21 in the California Labor Code in the amount of a hundred dollars
22 (\$100) for each aggrieved employee per pay period for the initial
23 violation, and two hundred dollars (\$200) for each aggrieved
24 employee per pay period for each subsequent violation; and

25 d. Any and all additional penalties and sums as provided by the
26 California Labor Code and/or other statutes.

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1 2. Pursuant to California Labor Code section 2699, subdivision (i), civil penalties recovered
2 by aggrieved employees shall be distributed as follows: seventy-five percent (75%) to the Labor and
3 Workforce Development Agency for the enforcement of labor laws and education of employers and
4 employees about their rights and responsibilities and twenty-five percent (25%) to the aggrieved
5 employees.

6 3. Plaintiff is not seeking any sort of individualized (i.e., victim-specific) relief as described
7 in *Esparza v. KS Industries, L.P.* (2007) 13 Cal.App.5th 1228.

8 4. Plaintiff is not seeking to recover any penalties for his individual PAGA claim and his
9 Prayer for Relief expressly excludes penalties for his individual PAGA claim.

10 5. Further, Plaintiff is entitled to seek and recover reasonable attorneys' fees and costs
11 pursuant to California Labor Code section 2699, 218.5, 210, and any other applicable statute.

12
13 Date: March 19, 2024

PARRIS LAW FIRM

14
15 By: _____


Kitty K. Szeto

Attorneys for Plaintiff, the State of
California, and the Aggrieved Employees

DEMAND FOR JURY TRIAL

Plaintiff hereby demands a trial by a jury.

Date: March 19, 2024

PARRIS LAW FIRM

By: _____

Kitty K. Szeto

Attorneys for Plaintiff, the State of
California, and the Aggrieved Employees



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January 10, 2024

VIA ONLINE & BY CERTIFIED MAIL

California Labor & Workforce Development Agency
Attn: PAGA Administrator
1515 Clay Street, Suite 801
Oakland, California 94612

Re: Together Logistics LLC

Dear Representative:

The Parris Law Firm has been retained to represent Salvador Rodriguez, Jr. against Together Logistics LLC ("Together Logistics") for violations of the California Labor Code. Mr. Rodriguez intends to seek penalties under the California Labor Code Private Attorneys General Act of 2004 ("PAGA") on behalf of the State of California and all other current and former employees of Together Logistics ("Aggrieved Employees") based on the factual and legal allegations alleged in this letter. Mr. Rodriguez will not be pursuing an individual PAGA claim and will only be pursuing non-individual, representative PAGA claims on behalf of the State of California and Aggrieved Employees. This letter is sent in compliance with the requirements of California Labor Code section 2699.3.

Together Logistics is a limited liability corporation organized and existing under the laws of the State of California and conducts business throughout the State of California. Its principal place of business is located at 3745 Cardiff Avenue, Unit 601, Los Angeles, California 90034. A copy of this letter was mailed to Together Logistics by certified mail in satisfaction of the requirement under California Labor Code section 2699.3(a)(1)(A).

Together Logistics provides delivery services for Amazon as a subcontractor. To facilitate its operations, Together Logistics employs hourly-paid or non-exempt employees in California. Together Logistics employed Mr. Rodriguez as a full-time, hourly-paid or non-exempt Dispatch Associate at the Amazon warehouse located at 4841 West San Fernando Road, Los Angeles, California 90039 from September 13, 2023 to December 2, 2023. Mr. Rodriguez' job duties included loading vans with Amazon packages and returning undelivered items back to Amazon.

While Mr. Rodriguez was employed by Together Logistics, he and the other Aggrieved Employees were required to work unpaid overtime and forgo meal and rest breaks in order to meet Amazon's peak delivery times. Mr. Rodriguez, like the Aggrieved Employees, was employed by Together Logistics, and against whom one or more of the following Labor Code violations were committed.

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PERSONAL INJURY | ENVIRONMENTAL | EMPLOYMENT

Attorneys – R. Rex Parris | Alexander R. Wheeler | Jason P. Fowler | Kitty K. Szeto | Khail A. Parris
Patricia K. Oliver | Ryan K. Kahl | Jonathan W. Douglass | Rutger R. Parris | Ryan A. Crist | Lusine V. Coppock
Artur Aziev | Misak Chanchikyan | Daniel P. Park | Evan C. Khoshnou | Curtis J. Crawford
Of Counsel – Bruce L. Schechter | Daniel Eli

Mr. Rodriguez is informed and believes, and based thereon alleges, that Together Logistics engaged in a pattern and practice of wage abuse and wage theft against its hourly-paid or non-exempt employees within the State of California. This pattern and practice involved, *inter alia*, failing to pay them for all regular and/or overtime wages earned and for short, late, interrupted, and/or missed meal periods and rest breaks in violation of California law. During the relevant time period, Together Logistics failed to properly compensate Mr. Rodriguez and the Aggrieved Employees pursuant to California law in order to increase Together Logistics' profits.

Mr. Rodriguez is informed and believes, and based thereon alleges, that Together Logistics knew or should have known that Mr. Rodriguez and the Aggrieved Employees were entitled to receive certain wages for minimum and overtime compensation and that they were not receiving accurate minimum and overtime compensation for all hours worked.

Mr. Rodriguez is informed and believes, and based thereon alleges, that Together Logistics failed to provide Mr. Rodriguez and the Aggrieved Employees all required rest and meal periods during the relevant time period as required under the Industrial Welfare Commission Wage Orders.

Mr. Rodriguez is informed and believes, and based thereon alleges, that Together Logistics failed to relieve Mr. Rodriguez and the Aggrieved Employees of all duties, failed to relinquish control over Mr. Rodriguez and the Aggrieved Employees' activities, failed to permit Mr. Rodriguez and the Aggrieved Employees a reasonable opportunity to take, and impeded or discouraged them from taking thirty (30) minute uninterrupted meal breaks no later than the end of their fifth hour of work for shifts lasting at least six (6) hours, and/or to take second thirty (30) minute uninterrupted meal breaks no later than the end of their tenth hour of work for shifts lasting more than ten (10) hours.

Mr. Rodriguez is informed and believes, and based thereon alleges, that Together Logistics knew or should have known that Mr. Rodriguez and the Aggrieved Employees were entitled to receive all meal periods or payment of one additional hour of pay at Mr. Rodriguez and the Aggrieved Employees' regular rate of pay when a meal period was short, late, interrupted, and/or missed, and they did not receive all meal periods or payment of one additional hour of pay at Mr. Rodriguez and the Aggrieved Employees' regular rate of pay when a meal period was short, late, interrupted, and/or missed.

Mr. Rodriguez is informed and believes, and based thereon alleges, that Together Logistics failed to provide, authorize, and permit Mr. Rodriguez and the Aggrieved Employees to take full, uninterrupted, off-duty rest periods for every shift lasting three and one-half (3.5) to six (6) hours and/or two full, uninterrupted, off-duty rest periods for every shift lasting six (6) to ten (10) hours and/or three full, uninterrupted, off-duty rest periods for every shift lasting ten (10) to fourteen (14) hours, and failed to make a good faith effort to authorize, permit, and provide such rest breaks in the middle of each work period.

PERSONAL INJURY | ENVIRONMENTAL | EMPLOYMENT

Attorneys – R. Rex Parris | Alexander R. Wheeler | Jason P. Fowler | Kitty K. Szeto | Khail A. Parris
Patricia K. Oliver | Ryan K. Kahl | Jonathan W. Douglass | Rutger R. Parris | Ryan A. Crist | Lusine V. Coppock
Artur Aziev | Misak Chanchikyan | Daniel P. Park | Evan C. Khoshnou | Curtis J. Crawford
Of Counsel – Bruce L. Schechter | Daniel Eli

Together Logistics required Mr. Rodriguez and the Aggrieved Employees to “waive” their second meal period for shifts in excess of ten (10) hours in writing. Such mandatory waivers were not voluntary. After obtaining these “waivers,” Together Logistics did not provide second meal periods to Mr. Rodriguez and the Aggrieved Employees whose shifts exceeded ten (10) hours as required by California law. Mr. Rodriguez was never provided the opportunity to take a second meal period for his frequent shifts in excess of ten (10) hours, even when those shifts extended beyond twelve (12) hours making the meal period unwaivable. Mr. Rodriguez’ time records show that Mr. Rodriguez never recorded a second meal period in a day during the relevant time period, despite frequently working more than ten (10) hours in a day. As a result of Together Logistics’ policy and practice of not providing second meal periods, Mr. Rodriguez and the Aggrieved Employees were denied their right to receive a second off-duty, uninterrupted meal period for shifts in excess of ten (10) hours.

Mr. Rodriguez is informed and believes, and based thereon alleges, that Together Logistics knew or should have known that Mr. Rodriguez and the Aggrieved Employees were entitled to receive all rest periods or payment of one additional hour of pay at Mr. Rodriguez’ and the Aggrieved Employees’ regular rate of pay when a rest period was short, late, interrupted, and/or missed, and they did not receive all rest periods or payment of one additional hour of pay at Mr. Rodriguez’ and the Aggrieved Employees’ regular rate of pay when a rest period was short, late, interrupted, and/or missed. Mr. Rodriguez is informed and believes, and based thereon alleges, that Together Logistics have had a policy and practice of not paying rest period premiums for rest periods that were short, late, interrupted, or missed.

Mr. Rodriguez is informed and believes, and based thereon alleges, that Together Logistics knew or should have known that Mr. Rodriguez and the Aggrieved Employees who have separated from their employment with Together Logistics were entitled to receive all wages owed to them upon discharge or resignation, including the earned and unpaid overtime and minimum wages and meal and rest period premiums discussed above, and they did not, in fact, receive all such wages owed to them at the time of their discharge or resignation and have not received all such wages to date.

Mr. Rodriguez is informed and believes, and based thereon alleges, that Together Logistics knew or should have known that Mr. Rodriguez and the Aggrieved Employees were entitled to receive all wages owed to them during their employment. Mr. Rodriguez and the Aggrieved Employees did not receive payment of all wages, including the earned and unpaid overtime and minimum wages and meal and rest period premiums discussed above, within any time permissible under California Labor Code section 204 and have not received all such wages to date.

Mr. Rodriguez is informed and believes, and based thereon alleges, that Together Logistics knew or should have known that Mr. Rodriguez and the Aggrieved Employees were entitled to receive complete and accurate wage statements in accordance with California law, but, in fact, they did not receive complete and accurate wage statements from Together Logistics. The deficiencies included, *inter alia*, the failure to include the accurate total number of hours worked by Mr.

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Rodriguez and the Aggrieved Employees, including work required to be performed off-the-clock, and the total gross wages actually earned, including off-the-clock work and meal and rest period premiums.

Mr. Rodriguez is informed and believes, and based thereon alleges, that Together Logistics knew or should have known that Together Logistics had to keep complete and accurate payroll records for Mr. Rodriguez and the Aggrieved Employees in accordance with California law, but, in fact, did not keep complete and accurate payroll records reflecting the accurate number of hours worked and wages owed to Mr. Rodriguez and the Aggrieved Employees. The payroll records did not reflect the work required to be performed off-the-clock or the wages earned during off-the-clock work and short/late/interrupted/missed meal and rest periods.

Mr. Rodriguez is informed and believes, and based thereon alleges, that Together Logistics knew or should have known that Mr. Rodriguez and the Aggrieved Employees were entitled to reimbursement for necessary business-related expenses, including the use of personal cell phones to respond to business-related phone calls and text messages, purchasing headlamp, phone charger, and extra battery. Mr. Rodriguez and the Aggrieved Employees were required to purchase a new cell phone and the items above but were not reimbursed for the associated costs in accordance with California law.

Mr. Rodriguez is informed and believes, and based thereon alleges, that Together Logistics knew or should have known that they had a duty to compensate Mr. Rodriguez and the Aggrieved Employees pursuant to California law, and that Together Logistics had the financial ability to pay such compensation, but willfully, knowingly, and intentionally failed to do so, and falsely represented to Mr. Rodriguez and the Aggrieved Employees that they were properly denied wages, all in order to increase Together Logistics' profits.

Together Logistics utilized a time rounding system that paid employees based on their rounded times, rather than actual hours worked, which consistently benefits Together Logistics and fails to pay Mr. Rodriguez and the Aggrieved Employees minimum wage and overtime. This time rounding applied not only to determine the total number of hours worked in a day, but also to determine whether to provide a meal period premium. This time rounding system therefore resulted in Together Logistics failing to pay required meal period premiums for shifts where Mr. Rodriguez and the Aggrieved Employees worked more than five hours before being provided a meal period.

Under Together Logistics' TGLS Performance Bonus Program, Together Logistics paid Mr. Rodriguez and the Aggrieved Employees non-discretionary bonuses and failed to factor these bonuses into their regular rate of pay.

Together Logistics has violated and/or continues to violate California Labor Code section 2698, *et seq.* Together Logistics' policies and practices of requiring employees, including Mr. Rodriguez and the other Aggrieved Employees, to work overtime without paying them proper compensation

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violate California Labor Code sections 510 and 1198. Additionally, Together Logistics' policies and practices of requiring employees, including Mr. Rodriguez and the other Aggrieved Employees, to work through their meal and rest periods without paying them proper compensation violate California Labor Code sections 226.7 and 512(a). Moreover, Together Logistics' policies and practices of failing to timely pay wages to Mr. Rodriguez and the other Aggrieved Employees violate California Labor Code sections 201, 202, and 204. Together Logistics also violated California Labor Code sections 226(a), 1174(d), and 2802.

Failure to Pay Overtime

Together Logistics' failure to pay overtime in violation of the Wage Orders and California Labor Code sections 510 and 1198, as alleged above, constitutes a violation of California Labor Code section 2698, *et seq.*

Labor Code sections 510 and 1198 require employers to pay their employees one and one-half times their regular rate of pay for all hours worked in excess of eight hours in a day and 40 hours in a week. 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.

During the relevant period, Mr. Rodriguez and all other Aggrieved Employees regularly worked in excess of eight and/or 12 hours in a day and/or 40 hours in a week without overtime compensation. Specifically, Mr. Rodriguez and the other Aggrieved Employees are required to perform various off-the-clock duties as described above. Despite being aware of this, Together Logistics does not compensate them for this off-the-clock work.

During the relevant time period, Together Logistics failed to pay overtime wages to Mr. Rodriguez and the Aggrieved Employees for all overtime hours worked. Mr. Rodriguez and the Aggrieved Employees were required to work more than eight (8) hours per day and/or forty (40) hours per week without overtime compensation for all overtime hours worked, including work that was required to be performed off-the-clock.

Failing to Provide Meal and Rest Periods

Together Logistics' failure to provide legally required meal periods in violation of the Wage Orders and California Labor Code sections 226.7 and 512(a), as alleged above, constitutes a violation of California Labor Code section 2698, *et seq.* Together Logistics' failure to provide legally required rest periods in violation of the Wage Orders and California Labor Code section 226.7, as alleged above, constitutes a violation of California Labor Code section 2698, *et seq.*

Labor Code sections 226.7 and 512 require employers to pay an employee one additional hour of pay at the employee's regular rate for each workday that a meal or rest period is not provided.

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During the relevant period, Together Logistics failed to provide timely and uninterrupted meal periods and/or authorize and permit timely and uninterrupted rest breaks. Together Logistics' internal policies and procedures do not provide Mr. Rodriguez and the other Aggrieved Employees with timely meal periods and rest breaks or the correct number of meal periods and rest breaks based on shift length. Together Logistics' internal policies and procedures also do not provide Mr. Rodriguez and the other Aggrieved Employees with a second 30-minute meal period when they work more than 10 hours a day. Finally, Mr. Rodriguez and the other Aggrieved Employees remain on-call during their meal periods and rest breaks, so they are never completely relieved of all duty.

Failure to Pay Minimum Wages

Together Logistics' failure to pay minimum wages in violation of the Wage Orders and California Labor Code sections 1194, 1197 and 1197.1, as alleged above, constitutes a violation of California Labor Code section 2698, *et seq.*

Labor Code sections 1194, 1197 and 1197.1 provide the minimum wage to be paid to employees, and the payment of a lesser wage than the minimum so fixed is unlawful.

During the relevant time period, Together Logistics failed to pay Mr. Rodriguez and other Aggrieved Employees the minimum wage for all hours worked. Mr. Rodriguez and the other Aggrieved Employees are required to perform various off-the-clock duties as described above. Despite being aware of this, Together Logistics does not compensate them for this off-the-clock work.

During the relevant time period, Together Logistics failed to pay overtime wages to Mr. Rodriguez and the Aggrieved Employees for all overtime hours worked. Mr. Rodriguez and the Aggrieved Employees were required to work more than eight (8) hours per day and/or forty (40) hours per week without overtime compensation for all overtime hours worked, including work that was required to be performed off-the-clock.

Failure to Timely Pay Wages Upon Termination

Together Logistics' failure to timely pay wages upon termination in violation of California Labor Code sections 201 and 202, as alleged above, constitutes a violation of California Labor Code section 2698, *et seq.*

California Labor Code sections 201, 202, and 203 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and that if an employee voluntarily leaves his or her employment, his or her wages shall become due and payable not later than seventy-two hours thereafter, unless the employee has given seventy-two hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.

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Because Together Logistics failed to pay Mr. Rodriguez and other Aggrieved Employees overtime when they worked in excess of eight and/or 12 hours in a day and/or 40 hours in a week, failed to pay them minimum wage, and failed to pay them one additional hour of pay at their regular rate of pay when they were not provided meal periods or authorized and permitted to take rest breaks, the Aggrieved Employees were not paid all the wages that they were owed upon discharge.

Failure to Timely Pay Wages During Employment

Together Logistics' failure to timely pay wages during employment in violation of California Labor Code section 204, as alleged above, constitutes a violation of California Labor Code section 2698, *et seq.*

Labor Code section 204 requires that all wages earned by any person in any employment between the 1st and the 15th days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 16th and the 26th day of the month during which the labor was performed, and that all wages earned by any person in any employment between the 16th and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 1st and the 10th day of the following month. Labor Code section 204 also requires that 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.

As explained above, Together Logistics failed to pay Mr. Rodriguez and other Aggrieved Employees overtime when they worked in excess of eight and/or 12 hours in a day and/or 40 hours in a week, failed to pay them minimum wage, and failed to pay them one additional hour of pay at their regular rate of pay when they were not provided meal periods or authorized and permitted to take rest breaks. Accordingly, these wages were not paid timely pursuant to section 204.

Failure to Provide Compliant Wage Statements

Together Logistics' failure to provide compliant wage statements in violation of California Labor Code section 226(a), as alleged above, constitutes a violation of California Labor Code section 2698, *et seq.*

California Labor Code section 226 requires employers to make, keep and provide true, accurate, and complete wage statements. The violations of this section include, without limitation, the failure to include (1) gross wages earned, (2) total hours worked by the employee, except for any employee whose compensation is solely based on a salary and who is exempt from payment of overtime under subdivision (a) of Section 515 or any applicable order of the Industrial Welfare Commission, (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee

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and only the last four digits of his or her social security number or an employee identification number other than a social security number, (8) the name and address of the legal entity that is the employer and, if the employer is a farm labor contractor, as defined in subdivision (b) of Section 1682, the name and address of the legal entity that secured the services of the employer, and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee. The deductions made from payment of wages shall be recorded in ink or other indelible form, properly dated, showing the month, day, and year, and a copy of the statement and the record of the deductions shall be kept on file by the employer for at least three years at the place of employment or at a central location within the State of California.

During the relevant time period, Together Logistics did not provide Mr. Rodriguez and other Aggrieved Employees with properly itemized wage statements. Together Logistics' paystubs failed to include overtime pay when Mr. Rodriguez and other Aggrieved Employees worked in excess of eight and/or 12 hours in a day and/or 40 hours in a week, minimum wage, and one additional hour of pay at their regular rate of pay when they were not provided meal periods or authorized and permitted to take rest breaks.

Failure to Keep Complete or Accurate Payroll Records

Together Logistics' failure to keep complete or accurate payroll records in violation of California Labor Code section 1174(d), as alleged above, constitutes a violation of California Labor Code section 2698, *et seq.*

California Labor Code section 1174, subdivision (d) requires employers keep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments. These records shall be kept in accordance with rules established for this purpose by the commission, but in any case shall be kept on file for not less than two years.

During the relevant time period, Together Logistics intentionally and willfully failed to keep accurate and complete payroll records, including but not limited to, failing to keep, at a central location in the State of California or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, or the number of piece rate unit earned by or any applicable piece rate paid to, employees employed at the respective plants or establishments. As explained above, Together Logistics failed to pay Mr. Rodriguez and other Aggrieved Employees overtime when they worked in excess of eight and/or 12 hours in a day and/or 40 hours in a week, failed to pay them minimum wage, and failed to pay them one additional hour of pay at their regular rate of pay when they were not provided meal periods or authorized and permitted to take rest breaks.

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Failure to Reimburse Necessary Business Expenses

Together Logistics' failure to reimburse all necessary business-related expenses and costs in violation of California Labor Code section 2802, as alleged above, constitutes a violation of California Labor Code section 2698, *et seq.*

* * *

In light of the above, Mr. Rodriguez seeks, on behalf of the State of California and all Aggrieved Employees, all applicable penalties related to the above-mentioned violations of the California Labor Code pursuant to PAGA. If you have any questions or require additional information, please do not hesitate to contact us. Thank you for your attention to this matter.

PARRIS LAW FIRM



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Attorneys for Salvador Rodriguez, Jr.

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