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

Attorneys for Plaintiff DAVID MURPHY,
on behalf of himself and current and former aggrieved employees

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES- CENTRAL DIVISION**

DAVID MURPHY, on behalf of himself and
current and former aggrieved employees

Plaintiff,

vs.

GREYHOUND LINES, INC.; and DOES 1 to
100, inclusive,

Defendants.

Case No.: **24STCV11280**

PAGA ACTION

**PLAINTIFF DAVID MURPHY'S
COMPLAINT FOR:**

- CIVIL PENALTIES PURSUANT
TO THE PRIVATE ATTORNEYS
GENERAL ACT OF 2004
("PAGA"), LABOR CODE
SECTIONS 2698, ET SEQ.**

COMES NOW Plaintiff DAVID MURPHY ("Plaintiff"), who alleges and complains
against Defendants GREYHOUND LINES, INC.; and DOES 1 to 100, inclusive (collectively
"Defendants") as follows:

I. INTRODUCTION

1. This is a Private Attorneys General Act of 2004, Labor Code §§ 2698, *et seq.*
("PAGA") representative action brought by Plaintiff on behalf of the State of California, himself
and other current and former aggrieved employees of Defendants who worked as hourly non-
exempt employees in California during the relevant time period seeking civil penalties associated
with Defendants' violation of the Labor Code based on Defendants' failure to pay wages for all
hours worked at the employees' minimum wage rate, failure to provide complete and accurate

1 wage statements, failure to timely pay all unpaid wages following separation of employment.
2 Plaintiff seeks on a representative basis, following notice to the Labor and Workforce
3 Development Agency, civil penalties, reasonable attorneys' fees pursuant to Labor Code section
4 2699(g)(1) and costs brought on behalf of Plaintiff, the State of California, and others aggrieved.

5 **II. JURISDICTION AND VENUE**

6 2. This Court has jurisdiction over the claims of Plaintiff and all other current and
7 former aggrieved California-based hourly non-exempt employees because Plaintiff's lawsuit seeks
8 civil penalties on behalf of herself, all other current and former aggrieved California-based hourly
9 non-exempt employees, and the State of California in excess of twenty-five thousand dollars
10 (\$25,000); Defendants employed Plaintiff and all other current and former aggrieved California-
11 based hourly non-exempt employees; and the injuries to Plaintiff and all other current and former
12 aggrieved California-based hourly non-exempt employees occurred in locations throughout
13 California, including but not limited to Los Angeles County, at 1600 Spring Street, Los Angeles,
14 CA 90013.

15 **III. PARTIES**

16 3. Plaintiff brings this action as a representative of the Labor and Workforce
17 Development Agency on behalf of himself and other current and former employees subject to
18 violations of the Labor Code. The named Plaintiff and the persons on whose behalf this action is
19 filed include current, former and/or future employees of Defendants who work, worked, or will
20 work for Defendants as direct employees as well as temporary employees employed through temp
21 agencies as hourly non-exempt employees in California. At all times mentioned herein, the
22 currently named Plaintiff is and was domiciled and a resident and citizen of California and was
23 employed by Defendants in an hourly position at Defendants' location in Los Angeles from
24 approximately July 2023 until now.

25 4. Plaintiff is informed and believes and thereon alleges that Defendant
26 GREYHOUND LINES, INC. is authorized to do business within the State of California and is
27 doing business in the State of California and/or that Defendants DOES 1-50 are, and at all times
28 relevant hereto were persons acting on behalf of Defendant GREYHOUND LINES, INC. in the

1 establishment of, or ratification of, the aforementioned illegal wage and hour practices or policies.
2 Defendant GREYHOUND LINES, INC. operates in Los Angeles County and employed Plaintiff
3 and aggrieved employees in Los Angeles County, at 1600 Spring Street, Los Angeles, CA 90013.

4 5. Plaintiff is informed and believes and thereon alleges that Defendants DOES 1
5 through 50 are corporations, or are other business entities or organizations of a nature unknown to
6 Plaintiff that employed Plaintiff and aggrieved California non-exempt employees, permitted
7 Plaintiff and aggrieved employees to work, and exercised control over the wages, hours and
8 working conditions of employment of Plaintiff and aggrieved employees.

9 6. Plaintiff is informed and believes and thereon alleges that Defendants DOES 51
10 through 100 are individuals unknown to Plaintiff. Each of the individual defendants is sued
11 individually and in his or her capacity as an agent, shareholder, owner, representative, manager,
12 supervisor, independent contractor and/or employee of each defendant who violated or caused to
13 be violated the minimum wage and overtime provisions of the Labor Code and/or any provision of
14 the Industrial Welfare Commission's wage orders regulating hours and days of work.

15 7. Plaintiff is unaware of the true names of Defendants DOES 1 through 100. Plaintiff
16 sues said defendants by said fictitious names, and will amend this complaint when the true names
17 and capacities are ascertained or when such facts pertaining to liability are ascertained, or as
18 permitted by law or by the Court. Plaintiff is informed and believes that each of the fictitiously
19 named defendants is in some manner responsible for the events and allegations set forth in this
20 complaint.

21 8. Plaintiff makes the allegations in this complaint without any admission that, as to
22 any particular allegation, Plaintiff bears the burden of pleading, proving, or persuading and
23 Plaintiff reserves all of Plaintiff's right to plead in the alternative.

24 **FIRST CAUSE OF ACTION**
25 **CIVIL PENALTIES PURSUANT TO THE PRIVATE ATTORNEYS GENERAL ACT OF**
26 **2004, LABOR CODE SECTIONS 2698, ET SEQ.**
27 **(Against all Defendants by Plaintiff)**

28 9. Plaintiff incorporates all paragraphs above as though fully set forth herein.

1 10. During Plaintiff's employment and continuing through the present, Plaintiff alleges
2 Defendants violated Labor Code sections 201, 202, 203, 204, 223, 226, 1194, 1197, and the
3 applicable Wage Orders.

4 11. Specifically, Defendants have committed the following violations of California
5 Labor Code:

6 12. **Failure to pay wages for all hours worked at the legal minimum wage:**
7 Defendants employed many of their employees, including Plaintiff, as hourly non-exempt
8 employees. In California, an employer is required to pay hourly employees for all "hours worked,"
9 which includes all time that an employee is under control of the employer and all time the
10 employee is suffered and permitted to work. This includes the time an employee spends, either
11 directly or indirectly, performing services which inure to the benefit of the employer.

12 13. Labor Code sections 1194 and 1197 require an employer to compensate employees
13 for all "hours worked" at least at a minimum wage rate of pay as established by the IWC and the
14 Wage Orders.

15 14. In this case, Plaintiff and other current and former aggrieved California-based hourly
16 non-exempt employees worked more minutes per shift than Defendants credited them with
17 having worked. Specifically, Defendants failed to pay Plaintiff and other current and
18 former aggrieved California-based hourly non-exempt employees all wages at the
19 applicable minimum wage for all hours worked due to Defendants' policies, practices,
20 and/or procedures including, but not limited to,

21 (a) Failing to pay Plaintiff and other current and former aggrieved California-based
22 hourly non-exempt employees for the hours that they worked in California performing tasks
23 associated with the following pay codes:

- 24 i. sign off time
- 25 ii. garage
- 26 iii. stops greater than or equal to 30 minutes
- 27 iv. lapse time
- 28 v. fueling bus

1 vi. sign on time

2 vii. DHOC

3 viii. protection;

4 14. Therefore, Defendants suffered, permitted, and required Plaintiff and other current
5 and former aggrieved California-based hourly non-exempt employees to be subject to Defendants'
6 control without paying wages for that time. This resulted in Plaintiff and other current and former
7 aggrieved California-based hourly non-exempt employees working time for which they were not
8 compensated any wages, in violation of Labor Code sections 1194 and 1197 and the applicable
9 Wage Order.

10 15. **Failure to timely pay earned wages during employment:** In California, wages
11 must be paid at least twice during each calendar month on days designated in advance by the
12 employer as regular paydays, subject to some exceptions. Labor Code section 204(a). Wages
13 earned between the 1st and 15th days, inclusive, of any calendar month must be paid between the
14 16th and the 26th day of that month and wages earned between the 16th and the last day,
15 inclusive, of any calendar month must be paid between the 1st and 10th day of the following
16 month. *Id.* Other payroll periods such as those that are weekly, biweekly, or semimonthly, must be
17 paid within seven (7) calendar days following the close of the payroll period in which wages were
18 earned. Labor Code section 204(d).

19 16. As a derivative of Plaintiff's claims above, Plaintiff alleges that Defendants failed
20 to timely pay Plaintiff's and other current and former aggrieved California-based hourly non-
21 exempt employees' earned wages (including minimum wages), in violation of Labor Code section
22 204. Defendants' aforementioned policies, practices, and/or procedures resulted in their failure to
23 pay Plaintiff's and other current and former aggrieved California-based hourly non-exempt
24 employees' their earned wages within the applicable time frames outlined in Labor Code section
25 204.

26 17. **Secret payment of lower wages than designated by statute:** Labor Code section
27 223 provides that, where any statute or contract requires an employer to maintain the designated
28 wage scale, it shall be unlawful to secretly pay a lower wage while purporting to pay the wage

1 designated by statute or contract. By engaging in the unlawful conduct alleged herein, including
2 by failing to: pay overtime wages at the applicable legal overtime rate, meal break premiums and
3 lawful sick pay at the employees' regular rate of pay, as established by Labor Code sections 226.7,
4 246, 510, 1194 and sections 11 and 12 of the applicable IWC Wage Orders, as incorporated by
5 Labor Code section 1198, the Defendant secretly paid a lower wage than designated by statute
6 while purporting to pay the wages designated by statute, in violation of Labor Code section 223.

7 **18. Failure to provide complete and accurate wage statements:** Labor Code section
8 226, subdivision (a). Labor Code section 226(a) provides, *inter alia*, that, upon paying an
9 employee his or her wages, the employer must "furnish each of his or her employees ... an
10 itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the
11 employee, except for any employee whose compensation is solely based on a salary and who is
12 exempt from payment of overtime under subdivision (a) of Section 515 or any applicable order of
13 the Industrial Welfare Commission, (3) the number of piece-rate units earned and any applicable
14 piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided, that all
15 deductions made on written orders of the employee may be aggregated and shown as one item, (5)
16 net wages earned, (6) the inclusive dates of the pay period for which the employee is paid, (7) the
17 name of the employee and his or her social security number, (8) the name and address of the legal
18 entity that is the employer, and (9) all applicable hourly rates in effect during the pay period and
19 the corresponding number of hours worked at each hourly rate by the employee."

20 **19.** As a derivative of Plaintiff's allegations above, Defendants' failure to pay Plaintiff
21 and other current and former aggrieved California-based hourly non-exempt employees all wages
22 earned (including minimum wages) rendered Plaintiff's and other current and former aggrieved
23 California-based hourly non-exempt employees' wage statements inaccurate, in violation of Labor
24 Code section 226(a)(1, 2, 5 & 9).

25 **20. Failure to pay employees all wages due at time of termination/resignation:** An
26 employer is required to pay all unpaid wages timely after an employee's employment ends. The
27 wages are due immediately upon termination (Labor Code section 201) or within seventy-two (72)
28 hours of resignation (Labor Code section 202).

1 21. As a derivative of Plaintiff's allegations above, because Defendants failed to pay
2 Plaintiff and other current and former aggrieved California-based hourly non-exempt employees
3 all their earned wages (including minimum wages), Defendants failed to pay those employees
4 timely after each employee's termination and/or resignation, in violation of Labor Code sections
5 201, 202, and 203.

6 22. Labor Code sections 2699, subdivisions (a) and (g) authorize an aggrieved
7 employee, on behalf of himself or herself and other current or former employees, to bring a civil
8 action to recover civil penalties against all Defendants pursuant to the procedures specified in
9 Labor Code section 2699.3.

10 23. Plaintiff has complied with the procedures for bringing suit specified in Labor
11 Code section 2699.3. On February 29, 2024, Plaintiff filed a PAGA Claim Notice with the LWDA
12 and provided notice to Defendants by certified mail which provided notice of the specific
13 provisions of the Labor Code alleged to have been violated, including the facts and theories to
14 support the violations alleged.

15 24. Pursuant to Labor Code section 2699.3, the LWDA must give written notice by
16 certified mail to the parties that it intends to investigate the alleged violations of the Labor Code
17 within 60 days of the date of the complainant's written notice. The LWDA failed to provide the
18 parties notice within 60 days of the date of Plaintiff's PAGA Claim Notice that the LWDA intends
19 to investigate Plaintiff's claims.

20 25. Pursuant to Labor Code sections 2699(a) and (f), Plaintiff is entitled to recover civil
21 penalties for Defendants' violations of Labor Code sections 201, 202, 203, 204, 223, 226(a), and
22 1194, During Plaintiff's employment and continuing through the present, preceding Plaintiff
23 sending the initial PAGA Claim Notice to the LWDA to the present, in the following amounts:

24 a. For violations of Labor Code sections 201, 202, 203, and 226(a); one
25 hundred dollars (\$100) for each aggrieved employee per pay period for the initial violation and
26 two hundred dollars (\$200) for each aggrieved employee per pay period for each subsequent
27 violation [penalty amounts established by Labor Code section 2699(f)(2)].

28 b. For violations of Labor Code section 226(a), alternatively, two hundred

fifty dollars (\$250) for each employee for each pay period for the initial violation, and for each subsequent violation, one thousand dollars (\$1000) for each underpaid employee for each pay period [penalty amounts established by Labor Code section 226.3].

c. For violations of Labor Code section 204, one hundred dollars (\$100) for each failure to pay each employee in any initial violation, and for each subsequent violation, or any willful or intentional violation, two hundred dollars (\$200) for each failure to pay each employee, plus 25 percent of the amount unlawfully withheld [penalty amounts established by Labor Code section 210].

d. For violations of Labor Code section 223, one hundred dollars (\$100) for each failure to pay each employee in any initial violation, and for each subsequent violation, or any willful or intentional violation, two hundred dollars (\$200) for each failure to pay each employee, plus 25 percent of the amount unlawfully withheld [penalty amounts established by Labor Code section 225.5].

26. Pursuant to Labor Code section 2699(g), Plaintiff is entitled to an award of reasonable attorneys' fees and costs in connection with his claims for civil penalties.

PRAYER FOR RELIEF

WHEREFORE, PLAINTIFF, ON BEHALF OF HIMSELF AND ON OTHER AGGRIEVED EMPLOYEES, PRAYS AS FOLLOWS:

ON THE FIRST CAUSE OF ACTION:

1. That Defendants be found to have violated the provisions of the Labor Code and the IWC Wages Orders as to the Plaintiff and aggrieved employees;

2. For any and all legally applicable penalties during the relevant statute of limitations subject to any permissible tolling, including but not limited to those recoverable under the California Labor Code, including but not limited to sections 210, 225.5, 226.3, 558, 2699(f);

3. For attorneys' fees and costs of suit, including but not limited to those recoverable under California Labor Code section 2699(g); and

4. For such and other further relief, in law and/or equity, as the Court deems just or appropriate.

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Dated: May 6, 2024

Respectfully submitted,
LAVI & EBRAHIMIAN, LLP

By:



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