

MATERN LAW GROUP, PC
MATTHEW J. MATERN (SBN 159798)
DEANNA S. LEIFER (SBN 265840)
KRISTEN B. DOYAN (SBN 348257)
1230 Rosecrans Avenue, Suite 200
Manhattan Beach, CA 90266
Tel: (310) 531-1900
Facsimile: (310) 531-1901

Attorneys for Plaintiffs NORMAN TREJOS,
MANUEL ENCISO, and FABIAN DE LA
TORRE, individually, and on behalf of
others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

NORMAN TREJOS, MANUEL ENCISO, and
FABIAN DE LA TORRE, individually, and on
behalf of all others similarly situated,

Plaintiffs,

vs.

SIMPLIFIED TRANSPORT LLC, a California
limited liability company; and DOES 1 through
50, inclusive,

Defendants.

FILED
Superior Court of California
County of Los Angeles

06/18/2024

David W. Slayton, Executive Officer / Clerk of Court

By: R. Lozano Deputy

CASE NO. 24STCV13011

CLASS ACTION

FIRST AMENDED COMPLAINT:

1. Failure to Provide Meal Periods
2. Failure to Authorize and Permit Rest Periods
3. Failure to Pay Minimum Wages
4. Failure to Pay Overtime Wages
5. Failure to Pay All Wages Due to Discharged and Quitting Employees
6. Failure to Maintain Required Records
7. Failure to Furnish Accurate Itemized Wage Statements
8. Failure to Indemnify Employees for Necessary Expenditures Incurred in Discharge of Duties
9. Unfair and Unlawful Business Practices
10. Representative Action for Penalties under the Labor Code Private Attorneys General Act

DEMAND FOR JURY TRIAL

1 Plaintiffs NORMAN TREJOS (“TREJOS”), MANUEL ENCISO (“ENCISO”), and
2 FABIAN DE LA TORRE (“DE LA TORRE”) (collectively, “PLAINTIFFS”), individually and
3 on behalf of all others similarly situated, hereby allege as follows:

4 **INTRODUCTION**

5 1. PLAINTIFFS bring this action on behalf of themselves and all other similarly-
6 situated current and former non-exempt employees of defendants SIMPLIFIED TRANSPORT
7 LLC (“SIMPLIFIED TRANSPORT”), a California corporation; and DOES 1 through 50 inclusive
8 (collectively, “DEFENDANTS”) in the State of California during the relevant statutory period to
9 recover, among other things, unpaid compensation arising from DEFENDANTS’ failure to
10 provide employees meal and rest periods (or compensation therefor) as required under California
11 law, unpaid minimum and overtime wages, and unreimbursed business expenses. PLAINTIFFS
12 also seeks penalties, interest, attorneys’ fees, costs and expenses, and equitable, restitutionary and
13 injunctive relief.

14 **JURISDICTION AND VENUE**

15 2. The Superior Court of the State of California has jurisdiction in this matter because
16 PLAINTIFFS are a citizen and resident of the State of California and DEFENDANTS are citizens
17 and residents of, and/or regularly conduct business in, California. Further, no federal question is
18 at issue because the claims are based solely on California law.

19 3. Venue is proper in this judicial district and Los Angeles County because
20 DEFENDANTS maintain offices and facilities and transact business in Los Angeles County, and
21 DEFENDANTS’ illegal policies and practices which are the subject of this action were applied, at
22 least in part, to PLAINTIFFS and other persons similarly situated in Los Angeles County.

23 **THE PARTIES**

24 4. TREJOS is a citizen and resident of the State of California. At times material to
25 this complaint, TREJOS was employed by DEFENDANTS in the State of California as a non-
26 exempt employee. TREJOS worked for DEFENDANTS as truck driver from approximately
27 August 28, 2021 to February 22, 2024.

28 5. ENCISO is a citizen and resident of the State of California. At times material to

1 this complaint, ENCISO was employed by DEFENDANTS in the State of California as a non-
2 exempt employee. ENCISO has worked for DEFENDANTS as a truck driver since approximately
3 2023.

4 6. DE LA TORRE is a citizen and resident of the State of California. At times
5 material to this complaint, DE LA TORRE was employed by DEFENDANTS in the State of
6 California as a non-exempt employee. DE LA TORRE has worked for DEFENDANTS as a truck
7 driver since approximately November 2023.

8 7. PLAINTIFFS bring this action on behalf of themselves and the following
9 similarly-situated class of individuals (“CLASS MEMBERS”): all current and former non-
10 exempt employees of DEFENDANTS in the State of California at any time within the period
11 beginning four (4) years prior to the filing of this action and ending at the time this action
12 settles or proceeds to final judgment (the “CLASS PERIOD”). PLAINTIFFS reserve the right
13 to name additional class representatives.

14 8. PLAINTIFFS are informed and believe, and thereon allege, that SIMPLIFIED
15 TRANSPORT is, and at all times relevant hereto was, a California corporation. PLAINTIFFS are
16 further informed and believe, and thereon allege, that SIMPLIFIED TRANSPORT is authorized to
17 conduct business, and does conduct business, in the State of California. Specifically,
18 SIMPLIFIED TRANSPORT maintains offices and facilities, conducts business, and engages in
19 illegal policies or practices in Los Angeles County.

20 9. The true names and capacities of DOES 1 through 50, inclusive, are unknown to
21 PLAINTIFFS at this time, and PLAINTIFFS therefore sue such DOE defendants under fictitious
22 names. PLAINTIFFS are informed and believe, and thereon allege, that each defendant
23 designated as a DOE is in some manner highly responsible for the occurrences alleged herein, and
24 that PLAINTIFFS’ and CLASS MEMBERS’ injuries and damages, as alleged herein, were
25 proximately caused by the conduct of such DOE defendants. PLAINTIFFS will seek leave of the
26 Court to amend this Complaint to allege the true names and capacities of such DOE defendants
27 when ascertained.

28

1 10. At all relevant times herein, DEFENDANTS were the joint employers of
2 PLAINTIFFS and CLASS MEMBERS. PLAINTIFFS are informed and believe, and thereon
3 allege, that at all relevant times DEFENDANTS were the alter egos, divisions, affiliates,
4 integrated enterprises, joint employers, subsidiaries, parents, principals, related entities, co-
5 conspirators, authorized agents, partners, joint venturers, and/or guarantors, actual or ostensible,
6 of each other. Each defendant was completely dominated by his, her or its co-defendant, and
7 each was the alter ego of the other.

8 11. At all relevant times, PLAINTIFFS and CLASS MEMBERS were employed by
9 DEFENDANTS under employment agreements that were partly written, partly oral, and partly
10 implied. In perpetrating the acts and omissions alleged herein, DEFENDANTS, and each of
11 them, acted pursuant to, and in furtherance of, their policies and practices of not paying
12 PLAINTIFFS and CLASS MEMBERS all wages earned and due, through methods and schemes
13 which include, but are not limited to, failing to provide meal periods; failing to authorize and
14 permit rest breaks; failing to pay minimum and overtime wages; failing to provide accurate
15 itemized statements; failing to maintain required records; and failing to compensate PLAINTIFFS
16 and CLASS MEMBERS for necessary expenditures, in violation of the California Labor Code
17 and the applicable Industrial Welfare Commission (“IWC”) Wage Order.

18 12. PLAINTIFFS are informed and believe, and thereon allege, that each and every
19 one of the acts and omissions alleged herein were performed by, and/or attributable to, all
20 DEFENDANTS, each acting as agents and/or employees, and/or under the direction and control
21 of each of the other defendants, and that said acts and failures to act were within the course and
22 scope of said agency, employment and/or direction and control.

23 13. As a direct and proximate result of DEFENDANTS’ unlawful actions,
24 PLAINTIFFS and CLASS MEMBERS have suffered, and continue to suffer, from loss of
25 earnings in amounts as yet unascertained, but subject to proof at trial, and within the jurisdiction
26 of this Court.

27 ///

28 ///

1 **CLASS ACTION ALLEGATIONS**

2 14. This action is appropriately suited for a class action because:

3 a. The potential class is of a significant number. Joinder of all current and
4 former employees individually would be impracticable.

5 b. This action involves common questions of law and fact because the action
6 focuses on DEFENDANTS' illegal practices and policies, which are applied to all non-exempt
7 employees in violation of the Labor Code, the applicable IWC Wage Order, and the Business and
8 Professions Code which prohibits unfair business practices arising from such violations.

9 c. PLAINTIFFS' claims are typical of the claims of the class because
10 DEFENDANTS subjected all non-exempt employees to the same violations of the Labor Code,
11 the applicable IWC Wage Order, and the Business and Professions Code.

12 d. PLAINTIFFS will fairly and adequately protect the interests of all CLASS
13 MEMBERS.

14 e. A class action is superior to other available methods for fairly and
15 efficiently adjudicating the controversy.

16 **FIRST CAUSE OF ACTION**

17 **Failure to Provide Meal Periods**

18 **[Cal. Labor Code §§ 226.7, 512; IWC Wage Order No. 9-2001 § 11]**

19 **(Against all DEFENDANTS)**

20 15. PLAINTIFFS incorporate herein by specific reference, as though fully set forth,
21 the allegations in the foregoing paragraphs.

22 16. During the CLASS PERIOD, DEFENDANTS had, and continue to have, a policy
23 and practice of failing to provide PLAINTIFFS and CLASS MEMBERS full and timely meal
24 periods as required by California Labor Code §§ 226.7 and 512 and IWC Wage Order No. 9-2001
25 § 11.

26 17. As a result of DEFENDANTS' policies and practices as alleged herein,
27 PLAINTIFFS and CLASS MEMBERS regularly have been, and continue to be, denied the
28

1 opportunity to take full, uninterrupted, and timely meal periods as required under California
2 Labor Code §§ 226.7 and 512 and IWC Wage Order No. 9-2001 § 11.

3 18. DEFENDANTS violated, and continue to violate, California Labor Code § 226.7
4 and IWC Wage Order No. 9-2001 § 11 by failing to compensate PLAINTIFFS and CLASS
5 MEMBERS who were not provided a meal period, in accordance with the applicable Wage
6 Order, one additional hour of compensation at each employee's regular rate of compensation for
7 each work day that a meal period was not provided.

8 19. As a direct and proximate result of the aforementioned violations, PLAINTIFFS
9 and CLASS MEMBERS have sustained economic damages, including but not limited to unpaid
10 wages and lost interest, in an amount according to proof at trial, and are entitled to recover
11 economic and statutory damages and penalties and other appropriate relief due to
12 DEFENDANTS' violations of the California Labor Code and IWC Wage Order No. 9-2001.

13 **SECOND CAUSE OF ACTION**

14 **Failure to Authorize and Permit Rest Periods**

15 **[Cal. Labor Code § 226.7; IWC Wage Order No. 9-2001 § 12]**

16 **(Against all DEFENDANTS)**

17 20. PLAINTIFFS incorporate herein by specific reference, as though fully set forth,
18 the foregoing paragraphs.

19 21. During the CLASS PERIOD, DEFENDANTS had, and continue to have, a policy
20 and practice of failing to authorize and permit PLAINTIFFS and CLASS MEMBERS to take rest
21 breaks as required by California Labor Code § 226.7 and IWC Wage Order No. 9-2001 § 12. As
22 a result of DEFENDANTS' policies and practices as alleged herein, PLAINTIFFS and CLASS
23 MEMBERS regularly have been, and continue to be, denied the opportunity to take full,
24 uninterrupted, and timely rest periods as required under California Labor Code § 226.7 and IWC
25 Wage Order No. 9-2001 § 12.

26 22. DEFENDANTS violated, and continue to violate, California Labor Code § 226.7
27 and IWC Wage Order No. 9-2001 § 12 by failing to pay PLAINTIFFS and CLASS MEMBERS
28 who were not provided a rest period, in accordance with the applicable Wage Order, one

1 additional hour of compensation at each employee's regular rate of compensation for each work
2 day that a rest period was not provided.

3 23. As a direct and proximate result of the aforementioned violations, PLAINTIFFS
4 and CLASS MEMBERS have sustained economic damages, including but not limited to unpaid
5 wages and lost interest, in an amount according to proof at trial, and are entitled to recover
6 economic and statutory damages and penalties and other appropriate relief due to
7 DEFENDANTS' violation of the California Labor Code and IWC Wage Order No. 9-2001.

8 **THIRD CAUSE OF ACTION**

9 **Failure to Pay Minimum Wages**

10 **[Cal. Labor Code §§ 1194, 1197; IWC Wage Order No. 9-2001 § 4]**

11 **(Against all DEFENDANTS)**

12 24. PLAINTIFFS incorporate herein by specific reference, as though fully set forth,
13 the foregoing paragraphs.

14 25. Pursuant to California Labor Code §§ 1194 and 1197 and IWC Wage Order No. 9-
15 2001 § 4, payment to an employee of less than the applicable minimum wage for all hours
16 worked in a payroll period is unlawful.

17 26. During the CLASS PERIOD, DEFENDANTS failed, and continue to fail, to pay
18 PLAINTIFFS and CLASS MEMBERS minimum wages for all hours worked by, among other
19 things: requiring, suffering, or permitting PLAINTIFFS and CLASS MEMBERS to work off the
20 clock; requiring, suffering, or permitting PLAINTIFFS and CLASS MEMBERS to work through
21 meal breaks without compensation; illegally and inaccurately recording time worked by
22 PLAINTIFFS and CLASS MEMBERS; and other methods to be discovered.

23 27. DEFENDANTS' conduct described herein violates, and continues to violate,
24 California Labor Code §§ 1194 and 1197 and IWC Wage Order No. 9-2001 § 4. As a proximate
25 result of the aforementioned violations, PLAINTIFFS and CLASS MEMBERS have been
26 damaged in an amount according to proof at trial. Therefore, pursuant to California Labor Code
27 §§ 200, 203, 226, 558, 1194 and 1197.1 and other applicable provisions under the Labor Code
28 and IWC Wage Order, PLAINTIFFS and CLASS MEMBERS are entitled to recover the unpaid

1 balance of wages owed to them by DEFENDANTS, plus interest, penalties, attorneys' fees,
2 expenses, and costs of suit.

3 **FOURTH CAUSE OF ACTION**

4 **Failure to Pay Overtime Wages**

5 **[Cal. Labor Code §§ 510, 1194, 1198; IWC Wage Order No. 9-2001 § 3]**

6 **(Against all DEFENDANTS)**

7 28. PLAINTIFFS incorporate herein by specific reference, as though fully set forth,
8 the foregoing paragraphs.

9 29. Pursuant to California Labor Code §§ 510 and 1194 and IWC Wage Order No. 9-
10 2001 § 3, an employer must compensate its employees for all overtime at a rate of one and one-
11 half (1 ½) times the regular rate of pay for all hours worked in excess of eight (8) hours per day
12 and/or forty (40) hours per week, and for the first eight (8) hours on the seventh consecutive work
13 day and at a rate of twice the regular rate of pay for all hours worked in excess of twelve (12)
14 hours in any work day and for all hours worked in excess of eight (8) hours on the seventh
15 consecutive day of work in any workweek.

16 30. During the CLASS PERIOD, DEFENDANTS failed to compensate, and continue
17 to fail to compensate, PLAINTIFFS and CLASS MEMBERS for all overtime hours worked as
18 required under the foregoing provisions of the California Labor Code and IWC Wage Order by,
19 among other things: failing to pay overtime at one and one-half (1 ½) times or double the regular
20 rate of pay as provided by California Labor Code §§ 510, 511 and 1194 and IWC Wage Order
21 No. 9-2001 § 3; requiring, suffering or permitting PLAINTIFFS and CLASS MEMBERS to work
22 off the clock; requiring, suffering or permitting PLAINTIFFS and CLASS MEMBERS to work
23 through meal breaks without compensation; illegally and inaccurately recording time worked by
24 PLAINTIFFS and CLASS MEMBERS; and other methods to be discovered.

25 31. In violation of California law, DEFENDANTS failed to pay PLAINTIFFS and
26 CLASS MEMBERS overtime wages for all hours worked. As a direct and proximate result,
27 PLAINTIFFS and CLASS MEMBERS have suffered, and continue to suffer, substantial losses
28 related to the use and enjoyment of such wages, lost interest on such wages, and expenses and

1 attorneys' fees in seeking to compel DEFENDANTS to fully perform their obligations under state
2 law, resulting in damages in amounts according to proof at time of trial and within the jurisdiction
3 of this Court.

4 32. DEFENDANTS' conduct described herein violated, and continues to violate,
5 California Labor Code §§ 510, 511, 1194 and 1198 and IWC Wage Order No. 9-2001 § 3.
6 Therefore, pursuant to California Labor Code §§ 200, 203, 226, 558, 1194 and 1197.1 and other
7 applicable provisions under the California Labor Code and IWC Wage Order, PLAINTIFFS and
8 CLASS MEMBERS are entitled to recover the unpaid balance of wages owed to them by
9 DEFENDANTS, plus interest, penalties, attorneys' fees, expenses, and costs of suit.

10 **FIFTH CAUSE OF ACTION**

11 **Failure to Pay All Wages Due to Discharged and Quitting Employees**

12 **[Cal. Labor Code §§ 201, 202, 203]**

13 **(Against all DEFENDANTS)**

14 33. PLAINTIFFS incorporate herein by specific reference, as though fully set forth,
15 the allegations in the foregoing paragraphs.

16 34. Pursuant to California Labor Code § 201, 202, and 203, DEFENDANTS are
17 required to pay all earned and unpaid wages to an employee who is discharged.

18 35. California Labor Code § 201 mandates that if an employer discharges an
19 employee, the employee's wages accrued and unpaid at the time of discharge are due and payable
20 immediately.

21 36. Furthermore, pursuant to California Labor Code § 202, DEFENDANTS are
22 required to pay all accrued wages due to an employee no later than seventy-two (72) hours after
23 the employee quits his or her employment, unless the employee provided seventy-two (72) hours
24 previous notice of his or her intention to quit, in which case the employee is entitled to his or
25 wages at the time of quitting.

26 37. California Labor Code § 203 provides that if an employer willfully fails to pay, in
27 accordance with California Labor Code §§ 201 and 202, any wages of an employee who is
28 discharged or who quits, the employer is liable for waiting time penalties in the form of continued

1 compensation to the employee at the same rate for up to thirty (30) work days.

2 38. During the CLASS PERIOD, DEFENDANTS have willfully failed to pay accrued
3 wages and other compensation to PLAINTIFFS and CLASS MEMBERS in accordance with
4 California Labor Code §§ 201 and 202.

5 39. As a result, PLAINTIFFS and CLASS MEMBERS are entitled to all available
6 statutory penalties, including the waiting time penalties provided in California Labor Code § 203,
7 together with interest thereon, as well as other available remedies.

8 40. As a proximate result of DEFENDANTS' unlawful actions and omissions,
9 PLAINTIFFS and CLASS MEMBERS have been deprived of compensation in an amount
10 according to proof at the time of trial, but in excess of the jurisdiction of this Court, and are
11 entitled to recovery of such amounts, plus interest thereon, and attorneys' fees and costs, pursuant
12 to California Labor Code § 1194.

13 **SIXTH CAUSE OF ACTION**

14 **Failure to Furnish Accurate Itemized Wage Statements**

15 **[Cal. Labor Code § 226; IWC Wage Order No. 9-2001, § 7]**

16 **(Against all DEFENDANTS)**

17 41. PLAINTIFFS incorporate herein by specific reference, as though fully set forth,
18 the allegations in the foregoing paragraphs.

19 42. During the CLASS PERIOD, DEFENDANTS knowingly and intentionally failed,
20 and continue to fail, to timely provide PLAINTIFFS and CLASS MEMBERS with accurate
21 itemized wage statements in writing showing each employee's gross wages earned, total hours
22 worked, all deductions made, net wages earned, and all applicable hourly rates in effect during
23 each pay period and the corresponding number of hours worked at each hourly rate, in violation
24 of California Labor Code § 226 and IWC Wage Order No. 9-2001, § 7.

25 43. During the CLASS PERIOD, PLAINTIFFS and CLASS MEMBERS suffered, and
26 continue to suffer, injury as a result of DEFENDANTS' failure to provide timely and accurate
27 itemized wage statements, as PLAINTIFFS and CLASS MEMBERS could not promptly and
28 easily determine from the wage statement alone one or more of the following: the gross wages

1 earned, the total hours worked, all deductions made, the net wages earned, and/or all applicable
2 hourly rates in effect during each pay period and the corresponding number of hours worked at
3 each hourly rate.

4 44. As a proximate result of DEFENDANTS' unlawful actions and omissions,
5 PLAINTIFFS and CLASS MEMBERS have been damaged in an amount according to proof at
6 trial, and seek all wages earned and due, plus interest thereon. Additionally, PLAINTIFFS and
7 CLASS MEMBERS are entitled to all available statutory penalties, including but not limited to
8 civil penalties and an award of costs, expenses, and reasonable attorneys' fees, including but not
9 limited to those provided in California Labor Code § 226(e), as well as other available remedies.

10 **SEVENTH CAUSE OF ACTION**

11 **Failure to Maintain Required Records**

12 **[Cal. Labor Code §§ 226, 1174; IWC Wage Order No. 9-2001, § 7]**

13 **(Against all DEFENDANTS)**

14 45. PLAINTIFFS incorporate herein by specific reference, as though fully set forth,
15 the allegations in the foregoing paragraphs.

16 46. During the CLASS PERIOD, as part of DEFENDANTS' illegal payroll policies
17 and practices to deprive PLAINTIFFS and CLASS MEMBERS of all wages earned and due,
18 DEFENDANTS knowingly and intentionally failed to maintain records as required under
19 California Labor Code §§ 226 and 1174, and IWC Wage Order No. 9-2001, § 7, including but not
20 limited to the following records: total daily hours worked by each employee; applicable rates of
21 pay; all deductions; meal periods; time records showing when each employee begins and ends
22 each work period; and accurate itemized statements.

23 47. As a proximate result of DEFENDANTS' unlawful actions and omissions,
24 PLAINTIFFS and CLASS MEMBERS have been damaged in an amount according to proof at
25 trial, and are entitled to all wages earned and due, plus interest thereon. Additionally,
26 PLAINTIFFS and CLASS MEMBERS are entitled to all available civil and statutory penalties and
27 an award of costs, expenses, and reasonable attorneys' fees, including but not limited to those
28 provided in California Labor Code § 226(e), as well as other available remedies.

1 **EIGHTH CAUSE OF ACTION**

2 **Failure to Indemnify Employees for Necessary**

3 **Expenditures Incurred in Discharge of Duties**

4 **[Cal. Labor Code § 2802]**

5 **(Against all DEFENDANTS)**

6 48. PLAINTIFFS incorporate herein by specific reference, as though fully set forth,
7 the allegations in the foregoing paragraphs.

8 49. California Labor Code § 2802(a) requires an employer to indemnify an employee
9 for all necessary expenditures or losses incurred by the employee in direct consequence of the
10 discharge of her his or her duties, or of his or her obedience to the directions of the employer.

11 50. During the CLASS PERIOD, DEFENDANTS failed, and continue to fail, to
12 indemnify PLAINTIFFS and CLASS MEMBERS for all business expenses and/or losses
13 incurred in direct consequence of the discharge of their duties while working under the direction
14 of DEFENDANTS, including but not limited to expenses for cell phones, uniforms, and other
15 employment-related expenses, in violation of California Labor Code § 2802.

16 51. As a proximate result of DEFENDANTS' unlawful actions and omissions,
17 PLAINTIFFS and CLASS MEMBERS have been damaged in an amount according to proof at
18 trial, and seek reimbursement of all necessary expenditures, plus interest thereon pursuant to
19 California Labor Code § 2802(b). Additionally, PLAINTIFFS and CLASS MEMBERS are
20 entitled to all available statutory penalties and an award of costs, expenses, and reasonable
21 attorneys' fees, including those provided in California Labor Code § 2802(c), as well as other
22 available remedies.

23 **NINTH CAUSE OF ACTION**

24 **Unfair and Unlawful Business Practices**

25 **[Cal. Bus. & Prof. Code § 17200, et seq.]**

26 **(Against all DEFENDANTS)**

27 52. PLAINTIFFS incorporate herein by specific reference, as though fully set forth,
28 the allegations in the foregoing paragraphs.

1 53. Each and every one of DEFENDANTS' acts and omissions in violation of the
2 California Labor Code and/or the applicable IWC Wage Order as alleged herein, including but
3 not limited to DEFENDANTS' failure to provide meal periods; DEFENDANTS' failure to
4 authorize and permit rest breaks; DEFENDANTS' failure to pay minimum and overtime wages;
5 DEFENDANTS' failure to pay all wages due to discharged and employees; DEFENDANTS'
6 failure to furnish accurate itemized wage statements; DEFENDANTS' failure to maintain
7 required records; DEFENDANTS' failure to indemnify PLAINTIFFS and CLASS MEMBERS
8 for necessary expenditures and/or losses incurred in the discharge of their duties, constitutes an
9 unfair and unlawful business practice under California Business and Professions Code § 17200, et
10 seq.

11 54. DEFENDANTS' violations of California wage and hour laws constitute a business
12 practice because DEFENDANTS' aforementioned acts and omissions were done repeatedly over
13 a significant period of time, and in a systematic manner, to the detriment of PLAINTIFFS and
14 CLASS MEMBERS.

15 55. DEFENDANTS have avoided payment of wages, overtime wages, meal periods,
16 rest periods, and other benefits as required by the California Labor Code, the California Code of
17 Regulations, and the applicable IWC Wage Order. Further, DEFENDANTS have failed to
18 record, report, and pay the correct sums of assessment to the state authorities under the California
19 Labor Code and other applicable regulations.

20 56. As a result of DEFENDANTS' unfair and unlawful business practices,
21 DEFENDANTS have reaped unfair and illegal profits during the CLASS PERIOD at the expense
22 of PLAINTIFFS, CLASS MEMBERS, and members of the public. DEFENDANTS should be
23 made to disgorge their ill-gotten gains and to restore them to PLAINTIFFS and CLASS
24 MEMBERS.

25 57. DEFENDANTS' unfair and unlawful business practices entitle PLAINTIFFS and
26 CLASS MEMBERS to seek preliminary and permanent injunctive relief, including but not
27 limited to orders that DEFENDANTS account for, disgorge, and restore to PLAINTIFFS and
28 CLASS MEMBERS the wages and other compensation unlawfully withheld from them.

1 PLAINTIFFS and CLASS MEMBERS are entitled to restitution of all monies to be disgorged
2 from DEFENDANTS in an amount according to proof at the time of trial, but in excess of the
3 jurisdiction of this Court.

4 **TENTH CAUSE OF ACTION**

5 **Representative Action for Civil Penalties**

6 **[Cal. Labor Code §§ 2698–2699.5]**

7 **(Against All DEFENDANTS)**

8 58. PLAINTIFFS incorporate herein by specific reference as though fully set forth the
9 allegations in all preceding paragraphs, with exception of the allegations in paragraph 14 and the
10 subparagraphs thereto.

11 59. PLAINTIFFS are “aggrieved employees” within the meaning of California Labor
12 Code § 2699(c), and are proper representatives to bring a civil action on behalf of themselves and
13 other current and former employees of DEFENDANTS pursuant to the procedures specified in
14 California Labor Code § 2699.3, because PLAINTIFFS were employed by DEFENDANTS and
15 one or more of the alleged violations of the California Labor Code were committed against
16 PLAINTIFFS.

17 60. Pursuant to the California Private Attorneys General Act of 2004 (“PAGA”),
18 Labor Code §§ 2698–2699.5, PLAINTIFFS seek to recover civil penalties, including but not
19 limited to penalties under California Labor Code §§ 2699, 210, 226.3, 558, 1174.5, 1197.1, and
20 IWC Wage Order No. 1-2001 § 20, from DEFENDANTS in a representative action for the
21 violations set forth above, including but not limited to violations of California Labor Code
22 §§ 201, 202, 203, 204, 226, 226.7, 510, 512, 1174, 1194, 1197, 1198, and 2802. PLAINTIFFS
23 also are entitled to an award of reasonable attorneys’ fees and costs pursuant to California Labor
24 Code § 2699(g)(1).

25 61. Pursuant to California Labor Code §§ 2699.3, PLAINTIFFS each gave written
26 notice on April 11, 2024 by online filing to the California Labor and Workforce Development
27 Agency (“LWDA”) and by certified mail to SIMPLIFIED TRANSPORT of the specific
28 provisions of the California Labor Code and IWC Wage Orders alleged to have been violated,

1 including the facts and theories to support the alleged violations. More than sixty-five (65) days
2 have passed and the LWDA has not provided notice to PLAINTIFFS that it intends to investigate
3 the alleged violations.

4 62. Therefore, PLAINTIFF has complied with all of the requirements set forth in
5 California Labor Code § 2699.3 to commence a representative action under PAGA.

6 **PRAYER FOR RELIEF**

7 WHEREFORE, PLAINTIFFS, individually and on behalf of all other persons similarly
8 situated, respectfully pray for relief against DEFENDANTS, and each of them, as follows:

- 9 1. For compensatory damages in an amount to be ascertained at trial;
- 10 2. For restitution of all monies due to PLAINTIFFS and CLASS MEMBERS, as well
11 as disgorged profits from DEFENDANTS' unfair and unlawful business practices;
- 12 3. For meal and rest period compensation pursuant to California Labor Code § 226.7
13 and IWC Wage Order No. 9-2001;
- 14 4. For liquidated damages pursuant to California Labor Code §§ 1194.2 and 1197.1;
- 15 5. For preliminary and permanent injunctive relief enjoining DEFENDANTS from
16 violating the relevant provisions of the California Labor Code and the IWC Wage Orders, and
17 from engaging in the unlawful business practices complained of herein;
- 18 6. For waiting time penalties pursuant to California Labor Code § 203;
- 19 7. For statutory and civil penalties according to proof, including but not limited to all
20 penalties authorized by the California Labor Code §§ 226(e) and 2698–2699.5;
- 21 8. For interest on the unpaid wages at 10% per annum pursuant to California Labor
22 Code §§ 218.6, 1194, and 2802, California Civil Code §§ 3287 and 3288, and/or any other
23 applicable provision providing for pre-judgment interest;
- 24 9. For reasonable attorneys' fees and costs pursuant to California Labor Code
25 §§ 1194 and 2802, California Civil Code § 1021.5, and any other applicable provisions providing
26 for attorneys' fees and costs;
- 27 10. For declaratory relief;
- 28 11. For an order certifying the First, Second, Third, Fourth, Fifth, Sixth, Seventh,

1 Eighth, and Ninth Causes of Action as a class action;

2 12. For an order appointing PLAINTIFFS as class representatives, and PLAINTIFFS'
3 counsel as class counsel; and

4 13. For such further relief that the Court may deem just and proper.

5
6 DATED: June 18, 2024

Respectfully submitted,

7 **MATERN LAW GROUP, PC**

8
9 By:



10 MATTHEW J. MATERN

DEANNA S. LEIFER

KRISTEN B. DOYAN

11 Attorneys for Plaintiffs NORMAN TREJOS,
12 MANUEL ENCISO, and FABIAN DE LA
13 TORRE, individually, and on behalf of others
14 similarly situated
15
16
17
18
19
20
21
22
23
24
25
26
27
28

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

DEMAND FOR JURY TRIAL

PLAINTIFFS, individually and on behalf of all others similarly situated, hereby demand a trial by jury for all issues alleged in their complaint.

DATED: June 18, 2024

Respectfully submitted,

MATERN LAW GROUP, PC

By:



MATTHEW J. MATERN
DEANNA S. LEIFER
KRISTEN B. DOYAN
Attorneys for Plaintiffs NORMAN TREJOS,
MANUEL ENCISO, and FABIAN DE LA
TORRE, individually, and on behalf of others
similarly situated