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ELECTRONICALLY FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO
SAN BERNARDINO DISTRICT
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By: Camille Jones, DEPUTY

Attorneys for Plaintiff EDUARDO VELASCO

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN BERNARDINO**

EDUARDO VELASCO, an individual and on
behalf of all others similarly situated;

Plaintiff,

vs.

WERNER ENTERPRISES, INC., a Nebraska
corporation; and DOES 1 through 50,

Defendants.

Case No.: CIVSB2427095

**REPRESENTATIVE ACTION
COMPLAINT FOR VIOLATION OF THE
CALIFORNIA PRIVATE ATTORNEYS
GENERAL ACT (LABOR CODE §§ 2698,
et seq.)**

Plaintiff EDUARDO VELASCO ("Plaintiff"), on behalf of himself as an aggrieved employee, the State of California, and other aggrieved employees, hereby brings this Representative Action Complaint ("Complaint") against Defendants WERNER ENTERPRISES, INC., a Nebraska corporation, and DOES 1 to 50 (collectively "Defendants"), and on information and belief alleges as follows:

JURISDICTION AND VENUE

1. Plaintiff brings this Complaint for recovery of civil penalties under the California Private Attorneys General Act, California Labor Code §§ 2698, *et seq.* ("PAGA"), for Defendants' violations of the Labor Code and applicable Industrial Welfare Commission ("IWC") Wage Orders ("Wage Orders"), including Labor Code §§ 226 and 2802. This Court has jurisdiction over Defendants' violations of the Labor Code because the amount in controversy exceeds \$25,000.

2. Venue is proper in this judicial district because Defendants maintain offices, have agents, and/or transact business in the State of California, including San Bernardino County, and some of the acts and omissions complained of herein occurred in San Bernardino County. Furthermore, Plaintiff was employed by Defendants within San Bernardino County.

PARTIES

3. Plaintiff is, and at all times relevant herein was, an individual over the age of eighteen (18) and is a California resident. Within the statute of limitations periods applicable to each cause of action pled herein, Plaintiff was employed by Defendants as a non-exempt employee. Plaintiff was, and is, a victim of Defendants' policies, practices, and/or customs complained of herein and has been deprived of the rights guaranteed by Labor Code §§ 201-226 and 2802, and Wage Orders.

4. Plaintiff is informed and believes, and based thereon alleges, that during the applicable statute of limitations for each cause of action pled herein and continuing to the present, Defendants engaged in and continue to engage in business, and employed Plaintiff and other, similarly-situated non-exempt employees within San Bernardino County, and the State of California and, therefore, were (and are) doing business in San Bernardino County and the State of California.

5. Plaintiff does not know the true names or capacities, whether individual, partner, or corporate, of the defendants sued herein as DOES 1 to 50, inclusive, and for that reason, said defendants are sued under such fictitious names, and Plaintiff will seek leave from this Court to amend this Complaint when such true names and capacities are discovered. Plaintiff is informed, and believes, and based thereon alleges, that each of said fictitious defendants, whether individual, partners, or corporate, was responsible in some manner for the acts and omissions alleged herein, and proximately caused Plaintiff and aggrieved employees to be subject to the unlawful employment practices, wrongs, injuries, and damages complained of herein.

6. At all times herein mentioned, each of said Defendants participated in the doing of the acts hereinafter alleged to have been done by the named Defendant; and furthermore, Defendants, and each of them, were the agents, servants, and employees of each of the other defendants, as well as the agents of all Defendants, and at all times herein mentioned, were acting

1 within the course and scope of said agency and employment.

2 7. Plaintiff is informed and believes, and based thereon alleges, that at all times
3 material hereto, each of the Defendants named herein was the agent, employee, alter ego and/or
4 joint venturer of, or working in concert with each of the other co-Defendants and was acting within
5 the course and scope of such agency, employment, joint venture, or concerted activity. To the extent
6 said acts, conduct, and omissions were perpetrated by certain Defendants, each of the remaining
7 Defendants confirmed and ratified said acts, conduct, and omissions of the acting Defendants.

8 8. At all times herein mentioned, Defendants, and each of them, were members of, and
9 engaged in, a joint venture, partnership, and common enterprise, and acting within the course and
10 scope of, and in pursuance of, said joint venture, partnership, and common enterprise.

11 9. At all times herein mentioned, the acts and omissions of various Defendants, and
12 each of them, concurred and contributed to the various acts and omissions of each and all of the
13 other Defendants in proximately causing the injuries and damages as herein alleged.

14 **FACTUAL ALLEGATIONS**

15 10. Defendants own and operate a trucking company in Fontana, California. During the
16 relevant time period, Defendants employed Plaintiff as an hourly-paid, non-exempt employee as a
17 service rider.

18 11. Labor Code § 226 requires employers to make, keep and provide complete and
19 accurate itemized wage statements to their employees. During the relevant time period, Defendants
20 did not provide Plaintiff and other aggrieved employees with complete and accurate itemized wage
21 statements. The wage statements they received from Defendants were in violation of Labor Code §
22 226(a). The violations include, but are not limited to, failure to accurately state all applicable hourly
23 rates in effect during the pay period and the corresponding number of hours worked at each hourly
24 rate by the employee.

25 12. Labor Code § 2802 requires an employer to reimburse its employee for all necessary
26 expenditures incurred by the employee in direct consequence of the discharge of his or her job
27 duties or in direct consequence of his or her obedience to the directions of the employer. During the
28 relevant time period, Plaintiff and other aggrieved employees incurred necessary business-related

1 expenses and costs that were not fully reimbursed by Defendants, including, but not limited to,
2 required use of their personal cellphones without reimbursement.

3 13. On or about September 1, 2024, Plaintiff notified Defendants via certified mail, and
4 notified the California Labor and Workforce Development Agency (“LWDA”) via its website, of
5 Defendants’ violations of the Labor Code and Plaintiff’s intent to bring a claim for civil penalties
6 under Labor Code § 2698, *et seq.* with respect to the violations of the Labor Code identified in the
7 preceding paragraph. Now that 33 days and 65 days have passed from Plaintiff notifying
8 Defendants and the LWDA of these violations, Defendants have not cured any curable violations,
9 and the LWDA has not provided notice that it intends to investigate the violations, Plaintiff has
10 exhausted administrative requirements for bringing a claim under the Private Attorneys General Act
11 with respect to these violations.

12 **FIRST CAUSE OF ACTION**

13 **PRIVATE ATTORNEYS GENERAL ACT**

14 **(Against All Defendants)**

15 14. Plaintiff re-alleges and incorporates by reference all preceding paragraphs as though
16 fully set forth herein.

17 15. Plaintiff, an “aggrieved employee” within the meaning of Labor Code §§ 2698, *et*
18 *seq.*, acting on behalf of himself and other aggrieved employees (collectively, “Aggrieved
19 Employees”), brings this representative action against Defendants to recover the civil penalties due
20 to Plaintiff and other Aggrieved Employees, and the State of California according to proof pursuant
21 to Labor Code §§ 558 and 2699(a) and (f) including \$100 for each initial violation and \$200 for
22 each subsequent violation per employee per pay period for those violations of the Labor Code for
23 which no civil penalty is specifically provided, based on the following Labor Code violations:

24 a. Failing to furnish Aggrieved Employees with complete, accurate, itemized wage
25 statements in violation of Labor Code § 226;

26 b. Failing to timely pay all final wages and compensation earned by Aggrieved
27 Employees at the time of separation in violation of Labor Code §§ 201-202; and

28 ///

1 c. Failure to reimburse Aggrieved Employees for all necessary business expenses in
2 violation of Labor Code § 2802;

3 d. Failing to pay Aggrieved Employees all paid sick leave wages in violation of Labor
4 Code § 246.

5 16. Plaintiff has incurred attorneys' fees and costs, which Plaintiff is entitled to receive
6 under California Labor Code § 2699(g).

7 **PRAYER FOR RELIEF**

8 WHEREFORE, Plaintiff prays for judgment for himself and for all others on whose behalf
9 this suit is brought against Defendants, as follows:

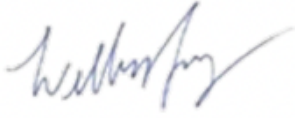
10 1. Upon the First Cause of Action, for civil penalties due to Plaintiff, other Aggrieved
11 Employees, and the State of California according to proof pursuant to Labor Code §§ 558 and
12 2699(a) and (f) including, but not limited to: \$100.00 for each initial violation and \$200 for each
13 subsequent violation per employee per pay period for those violations of the Labor Code for which
14 no civil penalty is specifically provided;

15 2. On all causes of action, for attorneys' fees and costs as provided by Labor Code §
16 2699(g) and Code of Civil Procedure § 1021.5; and

17 3. For such other and further relief, the Court may deem just and proper.
18

19 DATED: September 4, 2024

JUSTICE FOR WORKERS, P.C.

20
21 By: 

22 William C. Sung

23 Tiffany L. Luu

24 Attorneys for Plaintiff EDUARDO VELASCO
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