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6 GERMAN ANTONIO BARRIENTOS, individually and on behalf of all others similarly situated,
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9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
10 **FOR THE COUNTY OF LOS ANGELES, CENTRAL DISTRICT**

11 GERMAN ANTONIO BARRIENTOS,
12 individually and on behalf of all others similarly
situated;

13 Plaintiffs,

14 v.

15 RJR EXPRESS INC, a California corporation;
16 SAMRA TRANSPORT INC., a California
corporation; and DOES 1 through 20, inclusive,

17 Defendants.
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Case No. 24STCV26309

*Assigned for all purposes to Honorable Judge
Laura A. Seigle, Dept. 17*

**FIRST AMENDED CLASS ACTION
COMPLAINT**

1. **FAILURE TO PAY WAGES (LABOR CODE §§201, 1194);**
2. **FAILURE TO PAY MINIMUM WAGES (LABOR CODE §§1182.12, 1194, 1194.2, 1197);**
3. **FAILURE TO PAY OVERTIME COMPENSATION (LABOR CODE §§510, 1194);**
4. **FAILURE TO PROVIDE REST PERIODS (LABOR CODE §§226.7);**
5. **FAILURE TO PROVIDE MEAL PERIODS (LABOR CODE § 512);**
6. **UNLAWFUL WAGE DEDUCTIONS (CAL. LABOR CODE §§221);**
7. **FAILURE TO INDEMNIFY FOR NECESSARY BUSINESS EXPENSES (CAL. LABOR CODE §2802)**
8. **FAILURE TO PAY SICK TIME (CAL. LABOR CODE §246);**

FILED
Superior Court of California
County of Los Angeles

02/18/2025

David W. Slayton, Executive Officer / Clerk of Court

By: M. Arellanes Deputy

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- 9. FAILURE TO PROVIDE ITEMIZED
WAGE AND HOUR STATEMENTS
(LABOR CODE §§226, ET SEQ.);**
- 10. WAITING TIME PENALTIES (LABOR
CODE §§201-203);**
- 11. UNFAIR COMPETITION (BUS. & PROF.
CODE §17200 ET SEQ.).**

DEMAND OVER \$35,000

DEMAND FOR JURY TRIAL

Action Filed: October 9, 2024

PLAINTIFF, GERMAN ANTONIO BARRIENTOS, an individual, on behalf of himself and all other similarly situated employees (hereinafter collectively referred to as “Plaintiffs”), hereby file this Complaint against Defendant RJR EXPRESS INC, a California corporation; SAMRA TRANSPORT INC., a California corporation; and DOES 1 through 20 (hereinafter collectively referred to as “Defendants”). Plaintiffs are informed and believe, and thereon allege as follows:

INTRODUCTION

1. This is a civil action seeking recovery for Defendants’ violations of the California Labor Code, California Business and Professions Code (“B&PC”), the applicable Wage Orders issued by the California Industrial Welfare Commission (hereinafter, the “IWC Wage Orders”) and related common law principles.

2. Plaintiffs’ action seeks monetary damages and injunctive relief, including full restitution from Defendants as a result of Defendants’ unlawful, fraudulent and/or unfair business practices.

3. The acts complained of herein occurred, occur and will occur, at least in part, within the time period from October 9, 2020, up to and through the time of trial for this matter. This is hereinafter the “Class Period.”

4. The “Class Plaintiffs” are all current and former drivers, whom were employed by either or both of Defendants from on or about October 9, 2020, up to and through the time of trial in this matter.

5. The general obligations and responsibilities of Class Plaintiffs are virtually identical from region to region, district to district, office to office, facility to facility, and employee to employee. Any

1 differences in job activities between the different individuals in these positions were and are legally
2 insignificant to the issues presented in this action.

3 4 **JURISDICTION AND VENUE**

5 6. This Court is the proper court pursuant to CCP §295(a) and CCP §395.5, and this action
6 is properly filed in Los Angeles County, because Defendants' obligations and liability arise therein,
7 because Defendants maintain offices and transact business within Los Angeles County, and because the
8 work that is the subject of this action was performed by Class Plaintiffs in Los Angeles County.

9 7. The California Superior Court has jurisdiction in this matter because both the individual
10 and aggregate monetary damages and restitution sought herein exceed the minimal jurisdictional limits
11 of the Superior Court and will be established at trial, according to proof.

12 8. The California Superior Court also has jurisdiction in this matter because during their
13 employment with Defendants, Class Plaintiffs, were all California citizens and Defendants RJR
14 EXPRESS INC and SAMRA TRANSPORT INC. conducted and transacted business throughout Los
15 Angeles County. Further there is no federal question at issue, as the issues herein are based solely on
16 California statutes and law.

17 18 **THE PARTIES**

19 **PLAINTIFF BARRIENTOS**

20 9. Plaintiff GERMAN ANTONIO BARRIENTOS ("BARRIENTOS") is an individual over
21 the age of eighteen (18) and is now and at all times mentioned in this Complaint was a citizen of the State
22 of California.

23 10. Plaintiff BARRIENTOS has worked for Defendants as a non-exempt driver from on or
24 about October 2022 to June 24, 2023, within the County of Los Angeles, California.

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1 **DEFENDANT RJR EXPRESS INC**

2 11. Defendant RJR EXPRESS INC (hereinafter “RJR”) was and is a California corporation
3 doing business in the County of Los Angeles, State of California. At all relevant times, Defendant RJR
4 EXPRESS INC employed 26 or more employees.

5
6 **DEFENDANT SAMRA TRANSPORT INC.**

7 12. Defendant SAMRA TRANSPORT INC. (hereinafter “SAMRA”) was and is a California
8 corporation doing business in the County of Los Angeles, State of California. At all relevant times,
9 Defendant SAMRA TRANSPORT INC. employed 26 or more employees.

10
11 **DOES 1 – 20, INCLUSIVE**

12 13. DOES 1 to 20, inclusive are now, and/or at all times mentioned in this Complaint were
13 licensed to do business and/or actually doing business in California.

14 14. Class Plaintiffs do not know the true names or capacities, whether individual, partner or
15 corporate, of DOES 1 to 20, inclusive and for that reason, DOES 1 to 20 are sued under such fictitious
16 names pursuant to CCP §474.

17 15. Class Plaintiffs will seek leave of court to amend this Complaint to allege such names and
18 capacities as soon as they are ascertained.

19
20 **ALL DEFENDANTS**

21 16. Defendants, and each of them, are now and/or at all times mentioned in this Complaint
22 were in some manner legally responsible for the events, happenings, and circumstances alleged in this
23 Complaint.

24 17. Defendants, and each of them, proximately subjected Plaintiffs to the unlawful practices,
25 wrongs, complaints, injuries and/or damages alleged in this Complaint.

26 18. Defendants, and each of them, are now and/or at all times mentioned in this Complaint
27 were the agents, servants and/or employees of some or all other Defendants, and vice-versa, and in doing
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1 the things alleged in this Complaint, Defendants are now and/or at all times mentioned in this Complaint
2 were acting within the course and scope of that agency, servitude and/or employment.

3 19. Defendants, and each of them, are now and/or at all times mentioned in this Complaint
4 were members of and/or engaged in a joint venture, partnership, and common enterprise, and were acting
5 within the course and scope of, and in pursuance of said joint venture, partnership, and common
6 enterprise.

7 20. Defendants, and each of them, at all times mentioned in this Complaint, concurred and
8 contributed to the various acts and omissions of each and every one of the other Defendants in
9 proximately causing the complaints, injuries and/or damages alleged in this Complaint.

10 21. Defendants, and each of them, at all times mentioned in this Complaint approved of,
11 condoned and/or otherwise ratified each and every one of the acts and/or omissions alleged in this
12 Complaint.

13 22. Defendants, and each of them, at all times mentioned in this Complaint, aided and abetted
14 the acts and omissions of each and every one of the other Defendants thereby proximately causing the
15 damages alleged in this Complaint.

16 23. Class Plaintiffs are informed and believe, and based thereupon allege, that Defendants,
17 and each of them, including those defendants named as DOES 1-20 acted in concert with one another to
18 commit the wrongful acts alleged herein, and aided, abetted, incited, compelled and/or coerced one
19 another in the wrongful acts alleged herein, and/or attempted to do so. Class Plaintiffs are further
20 informed and believe, and based thereupon allege, that Defendants, and each of them, including those
21 defendants named as DOES 1-20, and each of them, formed and executed a conspiracy or common plan
22 pursuant to which they would commit the unlawful acts alleged herein, with all such acts alleged herein
23 done as part of and pursuant to said conspiracy, intended to cause and actually causing Plaintiffs harm.

24 24. Whenever and wherever reference is made in this complaint to any act or failure to act
25 by a Defendant or co-Defendant, such allegations and references shall also be deemed to mean the acts
26 and/or failures to act by each Defendant acting individually, jointly and severally.

1 **ALTER EGO, AGENCY, SUCCESSOR AND JOINT EMPLOYER**

2 25. Class Plaintiffs are informed and believe, and based thereon allege, that there exists such
3 a unity of interest and ownership between RJR EXPRESS INC, SAMRA TRANSPORT INC. and DOES
4 1-20 (collectively “Defendants”) that the individuality and separateness of defendants have ceased to
5 exist.

6 26. Class Plaintiffs are informed and believe, and based thereon allege, that despite the
7 formation of purported corporate existence, RJR EXPRESS INC, SAMRA TRANSPORT INC. and
8 DOES 1-20 are, in reality, one and the same including, but not limited to because:

9 a. RJR EXPRESS INC and SAMRA TRANSPORT INC. are completely dominated
10 and controlled by DOES 1-20, who personally committed the frauds and violated the laws as set forth
11 in this complaint, and who have hidden and currently hide behind RJR EXPRESS INC, and SAMRA
12 TRANSPORT INC. to perpetrate frauds, circumvent statutes, or accomplish some other wrongful or
13 inequitable purpose.

14 b. DOES 1-20 derive actual and significant monetary benefits by and through RJR
15 EXPRESS INC and SAMRA TRANSPORT INC.’s unlawful conduct, and by using RJR EXPRESS
16 INC and SAMRA TRANSPORT INC. as the funding source for their own personal expenditures.

17 c. RJR EXPRESS INC, and SAMRA TRANSPORT INC. and DOES 1-20, while
18 really one and the same, were segregated to appear as though separate and distinct for purposes of
19 perpetrating a fraud, circumventing a statute, or accomplishing some other wrongful or inequitable
20 purpose.

21 d. RJR EXPRESS INC and SAMRA TRANSPORT INC. do not comply with all
22 requisite corporate formalities to maintain a legal and separate corporate existence.

23 e. The business affairs of RJR EXPRESS INC, SAMRA TRANSPORT INC. and
24 DOES 1-20 are, and at all times relevant were, so mixed and intermingled that the same cannot
25 reasonably be segregated, and the same are in inextricable confusion. RJR EXPRESS INC, SAMRA
26 TRANSPORT INC. are, and at all times relevant hereto were used by DOES 1-20 as a mere shell and
27 conduit for the conduct of certain of RJR EXPRESS INC, SAMRA TRANSPORT INC.’s affairs, and
28 are, and were, the alter ego of DOES 1-20. The recognition of the separate existence of RJR EXPRESS

1 INC, SAMRA TRANSPORT INC. would not promote justice, in that it would permit RJR EXPRESS
2 INC, SAMRA TRANSPORT INC. to insulate themselves from liability to Plaintiffs for violations of the
3 Government Code, Labor Code, Business and Professions Code and other statutory violations. The
4 corporate existence of RJR EXPRESS INC, SAMRA TRANSPORT INC. and DOES 1-20 should be
5 disregarded in equity and for the ends of justice because such disregard is necessary to avoid fraud and
6 injustice to Plaintiffs herein.

7 27. Accordingly, RJR EXPRESS INC, SAMRA TRANSPORT INC. constitutes the alter ego
8 of DOES 1-20, and the fiction of their separate corporate existence must be disregarded.

9 28. As a result of the aforementioned facts, Class Plaintiffs are informed and believe, and
10 based thereon allege that RJR EXPRESS INC, SAMRA TRANSPORT INC. and DOES 1-20 are
11 Plaintiffs' joint employers by virtue of a joint enterprise, and that Plaintiffs were employees of RJR
12 EXPRESS INC, SAMRA TRANSPORT INC. and DOES 1-20. Class Plaintiffs performed services for
13 each and every one of Defendants, and to the mutual benefit of all Defendants, and all Defendants shared
14 control of the responsibility and influence of Class Plaintiffs as an employee, either directly or indirectly,
15 and the manner in which RJR EXPRESS INC, SAMRA TRANSPORT INC.'s business was and is
16 conducted.

17 29. Alternatively, Class Plaintiffs are informed and believe and, based thereupon allege, that
18 as and between DOES 1-20 and RJR EXPRESS INC, SAMRA TRANSPORT INC., (1) there is an
19 express or implied agreement of assumption pursuant to which DOES 1-20 agreed to be liable for the
20 debts of RJR EXPRESS INC, SAMRA TRANSPORT INC. (2) the transaction between DOES 1-20 and
21 RJR EXPRESS INC, SAMRA TRANSPORT INC. amounts to a consolidation or merger of entities, (3)
22 DOES 1-20 is a mere continuation of RJR EXPRESS INC, SAMRA TRANSPORT INC. or (4) the
23 transfer of assets to DOES 1-20 is for the fraudulent purpose of escaping liability for RJR EXPRESS
24 INC, SAMRA TRANSPORT INC.'s debts. Accordingly, DOES 1-20 are the successors of RJR
25 EXPRESS INC, SAMRA TRANSPORT INC., and are liable on that basis.

CLASS ACTION ALLEGATIONS

30. The Class Plaintiffs are entitled to the protections of the California Labor Code and the Wage Order.

31. The Class Plaintiffs were not paid the legal minimum wage in the State of California as set forth in Labor Code §1182.12 for all hours worked.

32. Defendants paid Plaintiff BARRIENTOS according to SAMRA's "local pay structure", which compensated Plaintiff BARRIENTOS a predetermined amount depending on miles driven and the stops made, rather than compensating Plaintiff BARRIENTOS an hourly wage rate for all hours he worked. As a result, Plaintiff was not paid the legal minimum wage for all hours worked.

33. Between October 1, 2022 and June 24, 2023, Plaintiff BARRIENTOS worked approximately 5 days per week, for approximately 10-12 hours per week, or an average of 55 hours per week. Plaintiff BARRIENTOS was earning approximately \$700.00 per week, or \$12.73 per hour (\$700.00/55=\$12.73).

34. The Class Plaintiffs regularly worked in excess of 8 hours per day or 40 hours per week, and were entitled to be paid overtime premiums for all hours worked over 8 hours in a single day or over 40 hours in a week. However, Class Plaintiffs were not paid overtime compensation.

35. Plaintiff BARRIENTOS worked approximately 15 overtime hours each week, but did not receive an overtime premium for these hours.

36. The Class Plaintiffs were not permitted to take duty-free rest periods of at least ten minutes every four hours worked, as required by California Labor Code §226.7.

37. Class Plaintiffs were also not provided duty-free meal periods of at least thirty minutes every five hours worked as required by California Labor Code §512.

38. Employers deducted and withheld monies for fuel from wages earned by Class Plaintiffs.

39. Employers failed to reimburse Class Plaintiff for all necessary business expenditures incurred in the performance of their duties.

40. Employers failed to provide Class Plaintiff with paid sick leave.

1 41. Defendants failed to maintain working conditions that comply with the Wage Order,
2 failed to timely provide them with accurate written wage statements, and failed to timely pay them
3 earned wages during and upon termination of employment.

4 42. CCP §382 provides in pertinent part: "... [W]hen the question is one of a common or
5 general interest, of many persons, or when the parties are numerous, and it is impracticable to bring them
6 all before the court, one or more may sue or defend for the benefit of all." Plaintiffs bring this suit as a
7 class action pursuant to CCP §382.

8 43. The putative classes that Class Plaintiffs will seek to certify are Defendants' similarly
9 situated individuals who are presently employed or were formerly employed as employees (including
10 any of Defendants' job positions with substantially similar titles and/or duties) in California from
11 September 30, 2020 through trial who were not: (1) paid minimum wage for all hours worked; (2) paid
12 overtime compensation for all overtime hours worked; (3) provided legally compliant meal periods, (4)
13 provided legally compliant rest periods, (5) provided paid sick leave, (6) provided accurate wage
14 statements, (7) paid all earned wages timely upon termination of their employment; (8) reimbursed for
15 necessary business expenditures; and (9) who had unlawful wage deductions for fuel from wages earned.

16 44. In addition, Class Plaintiffs will seek to certify a subclass of those similarly situated
17 individuals who were formerly employed by Defendants in California from September 30, 2020 through
18 trial who were terminated. Hereinafter, this is referred to as the "Terminated Employee SubClass."

19 45. The Class and the Terminated SubClass are herein collectively referred to as the
20 "Classes."

21 46. Throughout discovery in this litigation, Plaintiffs may find it appropriate and/or necessary
22 to amend the definition of the Classes. Plaintiffs will formally define and designate a class definition at
23 such time when Class Plaintiffs seek to certify the Classes alleged herein.

24 47. Numerosity (CCP §382):

- 25 a. The potential quantity of members of the Classes as defined is so numerous that
26 joinder of all members is unfeasible and impractical;
- 27 b. The disposition of the claims of the members of the Classes through this class action
28 will benefit both the parties and this Court;

- 1 c. The quantity of members of the Classes is unknown to Class Plaintiffs at this time;
2 however, it is estimated that the membership of the Classes numbers greater than 100
3 individuals; and
4 d. The quantity and identity of such membership is readily ascertainable via inspection
5 of Defendants' records.

6 48. Superiority (CCP §382): The nature of this action and the nature of the laws available to
7 Class Plaintiffs make the use of the class action format particularly efficient and the appropriate
8 procedure to afford relief to Class Plaintiffs for the wrongs alleged herein, as follows:

- 9 a. California has a public policy which encourages the use of the class action device;
10 b. By establishing a technique whereby the claims of many individuals can be resolved
11 at the same time, the class suit both eliminates the possibility of repetitious litigation
12 and provides small claimants with a method of obtaining redress for claims which
13 would otherwise be too small to warrant individual litigation;
14 c. This case involves large corporate Defendants and a large number of individual Class
15 members with many relatively small claims and common issues of law and fact;
16 d. If each individual member of the Classes were required to file an individual lawsuit,
17 the large corporate Defendants would necessarily gain an unconscionable advantage
18 because Defendants would be able to exploit and overwhelm the limited resources of
19 each individual member of the Classes with Defendants' vastly superior financial and
20 legal resources;
21 e. Requiring each individual member of the Classes to pursue an individual remedy
22 would also discourage the assertion of lawful claims by the members of the Classes
23 who would be disinclined to pursue an action against Defendants because of an
24 appreciable and justifiable fear of retaliation and permanent damage to their lives,
25 careers, and well-being;
26 f. Proof of a common business practice or factual pattern, of which the members of the
27 Classes experienced, is representative of the Classes herein and will establish the right
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1 of each of the members of the Classes to recover on the causes of action alleged
2 herein;

3 g. Absent class treatment, the prosecution of separate actions by the individual members
4 of the Classes, even if possible, would likely create:

5 i) a substantial risk of each individual Plaintiff presenting in separate,
6 duplicative proceedings the same or essentially similar arguments and
7 evidence, including expert testimony;

8 ii) a multiplicity of trials conducted at enormous expense to both the judicial
9 system and the litigants;

10 iii) inconsistent or varying verdicts or adjudications with respect to the
11 individual members of the Classes against Defendants;

12 iv) potentially incompatible standards of conduct for Defendants; and

13 v) potentially incompatible legal determinations with respect to individual
14 members of the Classes which would, as a practical matter, be dispositive
15 of the interest of the other members of the Classes who are not parties to
16 the adjudications or which would substantially impair or impede the
17 ability of the members of the Classes to protect their interests.

18 h. The claims of the individual members of the Classes are not sufficiently large to
19 warrant vigorous individual prosecution considering all of the concomitant costs and
20 expenses attendant thereto;

21 i. Courts seeking to preserve efficiency and other benefits of class actions routinely
22 fashion methods to manage any individual questions; and

23 j. The Supreme Court of California urges trial courts, which have an obligation to
24 consider the use of innovative procedural tools to certify a manageable class, to be
25 procedurally innovative in managing class actions.

26 49. Well-defined Community of Interest: Plaintiffs also meet the established standards for
27 class certification (see, e.g. *Lockheed Martin Corp. v. Superior Court* (2003) 29 Cal.4th 1096), as
28 follows:

- 1 a. Typicality: The claims of Plaintiff BARRIENTOS are typical of the claims of all
2 members of the Classes he seeks to represent because they have been subject to all
3 the violations described herein, as have all members of the Classes sustained injuries
4 and damages arising out of Defendants' common course of conduct in violation of
5 law and the injuries and damages of all members of the Classes were caused by
6 Defendants' wrongful conduct in violation of law, as alleged herein.
- 7 b. Adequacy: Plaintiff BARRIENTOS:
- 8 i) Is an adequate representatives of the Classes he seeks to represent;
- 9 ii) Will fairly protect the interests of the members of the Classes;
- 10 iii) Has no interests antagonistic to the member of the Classes; and
- 11 iv) Will vigorously pursue this suit via attorneys who are competent, skilled
12 and experienced in litigating matters of this type.
- 13 c. Predominant Common Questions of Law or Fact: There are common questions of law
14 and/or fact as to the members of the Classes which predominate over questions
15 affecting only individual members of the Classes, including, without limitation:
- 16 i) Whether Defendants failed to pay Class Plaintiffs the minimum wage for
17 all hours worked;
- 18 ii) Whether Defendants failed to pay Class Plaintiffs overtime compensation
19 for all overtime hours worked;
- 20 iii) Whether Defendants failed and continue to fail to authorize and permit
21 legally-requisite rest breaks to Class Plaintiffs in violation of the Labor
22 code and Section 1 of the IWC Wage Orders;
- 23 iv) Whether Defendants failed and continue to fail to authorize and permit
24 legally-requisite meal periods to Class Plaintiffs in violation of the Labor
25 Code and Section 1 of the IWC Wage Orders;
- 26 v) Whether Defendants failed to timely furnish accurate, itemized and legal
27 wage statements to Class Plaintiffs;
- 28 vi) Whether Defendants failed to provide sick time;

- 1 vii) Whether Defendants failed to reimburse Class Plaintiffs for necessary
2 business expenditures;
3 viii) Whether Defendants unlawfully deducted monies for fuel from wages
4 earned by Class Plaintiffs;
5 ix) Whether Defendants are derivatively liable pursuant to Labor Code §203
6 to the Terminated Employee SubClass;
7 x) Whether Defendants' conduct constitutes unfair, illegal, or fraudulent
8 competition within the meaning of B&PC §17200, et seq.;
9 xi) Whether Defendants' conduct constitutes unfair, illegal, or fraudulent
10 business practices within the meaning of B&PC § 17200, et seq.;
11 xii) Whether the members of the Classes are entitled to compensatory
12 damages, and if so, the means of measuring such damages;
13 xiii) Whether the members of the Classes are entitled to injunctive relief;
14 xiv) Whether the members of the Classes are entitled to restitution; and
15 xv) Whether Defendants are liable for attorneys' fees and costs.

16 50. Whether each member of the Classes might be required to ultimately justify an individual
17 claim does not preclude maintenance of a class action (see, e.g. *Collins v. Rocha* (1972) 7 Ca1.3d 232,
18 238).

19
20 **FIRST CAUSE OF ACTION**
21 **FOR FAILURE TO PAY WAGES DUE**
22 **LABOR CODE §§201, 226.7, 512, 1194**
23 **(ON BEHALF OF THE CLASS PLAINTIFFS)**
24 **AGAINST ALL DEFENDANTS**

25 51. Class Plaintiffs re-allege and incorporate by reference the above paragraphs as though set
26 forth in full herein.

27 52. At all relevant times, Defendants failed and refused to pay Class Plaintiffs wages earned
28 and required by 8 Code of Regulations §11090, as set forth hereinabove. As alleged herein, Defendants

1 routinely failed to pay Plaintiffs the minimum wage for all hours worked, failed to pay them overtime
2 compensation for overtime hours worked, and failed to compensate them for missed rest and meal
3 breaks.

4 53. As alleged herein, Class Plaintiffs were not exempt from the requirements of Labor Code
5 §510, 8 Code of Regulations §11090, and Industrial Welfare Commission Order No. 9-2001.

6 54. Class Plaintiffs have been deprived of their rightfully earned compensation as a direct
7 and proximate result of Defendants' failure and refusal to pay said compensation. Class Plaintiffs are
8 entitled to recover such amounts, plus interest thereon, attorneys' fees and costs.

9
10 **SECOND CAUSE OF ACTION**
11 **FOR FAILURE TO PAY MINIMUM WAGES**
12 **LABOR CODE §§1182.12, 1194, 1194.2, 1197**
13 **(ON BEHALF OF THE CLASS PLAINTIFFS)**
14 **AGAINST ALL DEFENDANTS**

15 55. Class Plaintiffs re-allege and incorporate by reference each of the foregoing paragraphs as
16 though set forth in full herein.

17 56. Pursuant to Labor Code §1197, payment of less than the minimum wage fixed by law is
18 unlawful. An employer violates the minimum wage statute even if the average rate for paid and unpaid
19 hours exceeded the minimum wage. Under California law, Class Plaintiffs are entitled to at least the
20 minimum wage for every hour worked.

21 57. In the four years immediately preceding the filing of this complaint, Employers failed and
22 refused to pay Class Plaintiff the legal minimum wage in the State of California, as set forth in Labor
23 Code §1182.12.

24 58. From September 30, 2020 through trial, Class Plaintiffs worked hours without getting paid
25 anything at all, not their regular hourly wage, or even the minimum wage.

26 59. From October 1, 2022 to December 31, 2022, Plaintiff BARRIENTOS worked
27 approximately 55 hours per week, and was only paid \$12.73 per hour, rather than the statutory minimum
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1 wage. Therefore Plaintiff is owed \$1,623.05 calculated at 55 hours per week for 13 weeks, at \$2.27
2 (\$15.00-\$12.73) per hour.

3 60. From January 1, 2023 to June 24, 2023, October 1, 2022 to December 31, 2022, Plaintiff
4 BARRIENTOS worked approximately 55 hours per week, and was only paid \$12.73 per hour, rather than
5 the statutory minimum wage. Therefore Plaintiff is owed \$3,808.75 calculated at 55 hours per week for
6 25 weeks, at \$2.77 (\$15.50-\$12.73) per hour.

7 61. Thus, for the entirety of the time periods set forth above, Plaintiff is owed unpaid minimum
8 wages in the amount of \$5,431.80.

9 62. Defendants' failure to pay the legal minimum wage to Class Plaintiffs as alleged herein is
10 unlawful and creates entitlement, pursuant to Labor Code §1197, to recovery by Class Plaintiffs in a civil
11 action for the unpaid balance of the full amount of the unpaid wages owed.

12 63. Pursuant to Labor Code §1194, Class Plaintiffs requests that the court award reasonable
13 attorneys' fees and costs incurred by Class Plaintiff in this action.

14 64. In addition, pursuant to Labor Code §1194.2, Class Plaintiff are entitled to recover
15 liquidated damages in an amount equal to the minimum wages unlawfully unpaid as previously alleged,
16 plus interest thereon.

17
18 **THIRD CAUSE OF ACTION**
19 **FOR FAILURE TO PAY OVERTIME COMPENSATION**
20 **LABOR CODE §§510, 1194**
21 **(ON BEHALF OF THE CLASS PLAINTIFFS)**
22 **AGAINST ALL DEFENDANTS**

23 65. Class Plaintiffs re-allege and incorporate by reference the above paragraphs as though set
24 forth in full herein.

25 66. Labor Code §510 requires employers to pay their non-exempt employees one and one-half
26 times their regular hourly rate (overtime) for time worked in excess of eight hours in a single day, or 40
27 hours per week, and double their regular hourly rate (double-time) for all hours worked in excess of 12
28 hours in a single day. It also requires employers to pay their non-exempt employees overtime

1 compensation for the first eight hours of work done on the seventh consecutive day of work done in any
2 work week and double-time compensation for any work done beyond the first eight hours on the seventh
3 consecutive day of work.

4 67. As alleged herein, Class Plaintiffs were not exempt from the requirements of Labor Code
5 §510, 8 Code of Regulations §11090, and Industrial Welfare Commission Order No. 9-2001.

6 68. At all relevant times, Class Plaintiffs were required to work more than eight hours per
7 day and/or more than 40 hours per workweek.

8 69. At all relevant times, Defendants failed and refused to pay Class Plaintiffs all the overtime
9 compensation required by Labor Code §510, 8 Code of Regulations §11090, and Industrial Welfare
10 Commission Order No. 9-2001.

11 70. From September 30, 2020 through trial, Class Plaintiffs worked overtime hours each
12 week, all of which should have been paid at 1.5 times their regular hourly wage rate at that time.
13 Defendants failed to pay Class Plaintiffs the requisite overtime wages in the four years immediately
14 preceding the filing of this complaint.

15 71. From approximately October 1, 2022 to December 31, 2022, Plaintiff BARRIENTOS
16 hourly overtime rate was \$22.50. During this time period, Plaintiff worked an average of 15 hours of
17 overtime each week, for 13 weeks or 195 hours, but did not receive an overtime premium for these hours.
18 Therefore, less than the minimum wage portion of \$15.00 which Plaintiff BARRIENTOS already claimed
19 in the preceding cause of action, Plaintiff is owed \$7.50 for each of those hours, totaling \$1,462.50.

20 72. From approximately January 1, 2023 to June 24, 2023, Plaintiff BARRIENTOS hourly
21 overtime rate was \$23.25. During this time period, Plaintiff worked an average of 15 hours of overtime
22 each week, for 25 weeks or 375 hours, but did not receive an overtime premium for these hours.
23 Therefore, less than the minimum wage portion of \$15.50 which Plaintiff BARRIENTOS already claimed
24 in the preceding cause of action, Plaintiff is owed \$7.75 for each of those hours, totaling \$2,906.25.

25 73. Thus, for the entirety of the time periods set forth above, Plaintiff is owed overtime wages
26 of \$4,368.75, above and beyond the minimum wages sought in the preceding cause of action for these
27 same hours.
28

1 74. Class Plaintiffs have been deprived of their rightfully earned compensation as a direct and
2 proximate result of Defendants' failure and refusal to pay said compensation. Class Plaintiffs are entitled
3 to recover such amounts, plus interest thereon, attorneys' fees and costs.

4
5 **FOURTH CAUSE OF ACTION**
6 **FOR FAILURE TO AUTHORIZE AND PERMIT REST BREAKS**
7 **LABOR CODE §§226.7, 516**
8 **(ON BEHALF OF THE CLASS PLAINTIFFS)**
9 **AGAINST ALL DEFENDANTS**

10 75. Class Plaintiffs re-allege and incorporate by reference the above paragraphs as though set
11 forth in full herein.

12 76. Labor Code §226.7 requires an employer to provide every employee with an
13 uninterrupted rest period of not less than 10 minutes, for every period worked of four hours, or
14 substantial portion thereof, and further prohibits an employer from requiring "an employee to work
15 during a meal or rest or recovery period mandated pursuant to an applicable statute, or applicable
16 regulation, standard, or order of the Industrial Welfare Commission, the Occupational Safety and Health
17 Standards Board, or the Division of Occupational Safety and Health."

18 77. Labor Code §516 provides that the Industrial Welfare Commission "may adopt or amend
19 working condition orders with respect to break periods, meal periods, and days of rest for any workers
20 in California consistent with the health and welfare of those workers."

21 78. Section 12(A) of the IWC Wage Order(s) states: "Every employer shall authorize and
22 permit all employees to take rest periods, which insofar as practicable shall be in the middle of each
23 work period. The authorized rest period time shall be based on the total hours worked daily at a rate of
24 ten (10) minutes net rest time per four (4) hours or major fraction thereof. However, a rest period need
25 not be authorized for employees whose total daily work time is less than three and one-half (3½) hours.
26 Authorized rest period time shall be counted as hours worked for which there shall be no deduction from
27 wages."
28

1 79. Section 12(B) of the IWC Wage Order(s): states: “If an employer fails to provide an
2 employee a rest period in accordance with the applicable provisions of this order, the employer shall pay
3 the employee one (1) hour of pay at the employee’s regular rate of compensation for each workday that
4 the rest period is not provided.”

5 80. The Class Plaintiffs sometimes worked over 4 hours per shift.

6 81. The Class Plaintiffs were entitled to a rest period of not less than 10 minutes prior to
7 exceeding 4 hours of employment.

8 82. As a matter of Defendants’ established company policy, Defendants failed to always
9 authorize and permit all required rest periods established by Labor Code §226.7 and Labor Code §516
10 and Section 12 of the IWC Wage Order(s).

11 83. Pursuant to Section 12 of the IWC Wage Order(s) and Labor Code §226.7(b) which states
12 “if an employer fails to provide an employee a meal or rest period in accordance with an applicable order
13 of the Industrial Welfare Commission, the employer shall pay the employee one additional hour of pay
14 at the employee’s regular rate of compensation for each work day that the meal or rest period is not
15 provided,” the Class Plaintiffs are entitled to damages in an amount equal to 1 additional hour of pay at
16 each employee’s regular rate of compensation for each work day that the rest period was not provided.

17 84. From approximately October 1, 2022 to December 31, 2022, Plaintiff BARRIENTOS’s
18 statutory 10-minute rest periods were missed interrupted or cut short approximately 5 times per week, for
19 13 weeks, or on approximately 65 days. Consequently, Plaintiff BARRIENTOS is owed one hour of pay
20 at \$15.00 for each day, or \$975.00, plus interest thereon, for unpaid rest periods.

21 85. From approximately January 1, 2023 to June 24, 2023, Plaintiff BARRIENTOS’s
22 statutory 10-minute rest periods were missed interrupted or cut short approximately 5 times per week, for
23 25 weeks, or on approximately 125 days. Consequently, Plaintiff BARRIENTOS is owed one hour of
24 pay at \$15.50 for each day, or \$1,937.50, plus interest thereon, for unpaid rest periods.

25 86. Thus, the total missed rest period compensation owing Plaintiff BARRIENTOS for these
26 time periods is \$1,937.50.

27 87. Pursuant to Labor Code §218.6 and Civil Code § 3287, the Class Plaintiffs seek recovery
28 for prejudgment interest on all amounts recovered herein.

FIFTH CAUSE OF ACTION
FOR FAILURE TO AUTHORIZE AND PERMIT MEAL BREAKS
LABOR CODE §§226.7, 512
(ON BEHALF OF THE CLASS PLAINTIFFS)
AGAINST ALL DEFENDANTS

88. Class Plaintiffs re-allege and incorporate by reference the above paragraphs as though set forth in full herein.

89. Labor Code §512 requires employers to provide every employee with an uninterrupted meal period of not less than 30 consecutive minutes, for every period of work exceeding five hours.

90. Class Plaintiffs regularly worked in excess of five hours per day and were thereby entitled to take uninterrupted 30-minute meal periods on each day of work.

91. Defendants failed and refused to provide the Class Plaintiffs with uninterrupted meal and rest periods, and failed to compensate Class Plaintiffs, and other similarly situated employees, for missed meal and rest periods, as required by Labor Code §§226.7 and the applicable sections of 8 Code of Regulations §11090 and Industrial Welfare Commission Order No. 9-2001, as follows.

92. Class Plaintiffs have been deprived of wages for missed meal breaks due in amounts to be determined at trial.

93. As alleged herein, Class Plaintiffs are not exempt from the meal break requirements of 8 Code of Regulations §11090 and Industrial Welfare Commission Order No. 9-2001. Consequently, Class Plaintiffs are owed one hour of pay at his or her then regular hourly rate, or the requisite minimum wage, whichever is greater, for each day that he or he was denied such meal periods.

94. Class Plaintiffs have been deprived of his or her rightfully earned compensation for missed meal breaks as a direct and proximate result of Defendants' failure and refusal to pay said compensation.

95. From approximately October 1, 2022 to December 31, 2022, Plaintiff BARRIENTOS's statutory 30-minute meal periods were missed interrupted or cut short approximately 5 times per week, for 13 weeks, or on approximately 65 days. Consequently, Plaintiff BARRIENTOS is owed one hour of pay at \$15.00 for each day, or \$975.00, plus interest thereon, for unpaid meal periods.

1 96. From approximately January 1, 2023 to June 24, 2023, Plaintiff BARRIENTOS's
2 statutory 30-minute meal periods were missed interrupted or cut short approximately 5 times per week,
3 for 25 weeks, or on approximately 125 days. Consequently, Plaintiff BARRIENTOS is owed one hour
4 of pay at \$15.50 for each day, or \$1,937.50, plus interest thereon, for unpaid meal periods.

5 97. Thus, the total missed meal period compensation owing Plaintiff BARRIENTOS for these
6 time periods is \$1,937.50.

7 98. Thus, for the entirety of the time periods set forth above, Class Plaintiffs are entitled to
8 recover such amounts to be determined at trial pursuant to Labor Code §226.7(b), plus interest thereon
9 and costs of suit.

10
11 **SIXTH CAUSE OF ACTION**
12 **FOR UNLAWFUL DEDUCTIONS**
13 **LABOR CODE § 221**
14 **AGAINST ALL DEFENDANTS**

15 99. Class Plaintiffs re-allege and incorporates by reference each of the foregoing paragraphs
16 as though set forth in full herein.

17 100. Throughout Class Plaintiff's employment, Defendants deducted and withheld monies
18 from wages earned, owing, and paid to Class Plaintiff for fuel, without notice or authorization by Class
19 Plaintiffs, in violation of Labor Code §221 which provides, in pertinent part: "It shall be unlawful for any
20 employer to collect or receive from an employee any part of wages theretofore paid by said employer to
21 said employee."

22 101. Class Plaintiffs are owed the amounts unlawfully deducted from their paycheck
23 throughout their employment for fuel.

24 102. Throughout Plaintiff BARRIENTOS's employment, Defendants unlawfully deducted
25 from Plaintiff BARRIENTOS's wages the cost of fuel in the approximate amount of \$11,751.87.

26 103. By unlawfully deducting wages and failing to pay Plaintiff, Defendants are also liable for
27 penalties, reasonable attorneys' fees, and costs under the Labor Code §§218.5 and 1194.
28

SEVENTH CAUSE OF ACTION
FOR FAILURE TO INDEMNIFY FOR NECESSARY BUSINESS EXPENSES
LABOR CODE §2802
AGAINST ALL DEFENDANTS

104. Class Plaintiff re-allege and incorporates by reference each of the foregoing paragraphs as though set forth in full herein.

105. Pursuant to Labor Code §450(a), “no employer...may compel or coerce any employee...to patronize his or her employer, or any other person, in the purchase of any thing of value.”

106. Pursuant to Labor Code §2802(a), “an employer shall indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or her obedience to the directions of the employer.”

107. Class Plaintiffs were required by Defendants to expend Class Plaintiff’s personal funds because of the duties required by Defendants, as alleged hereinabove.

108. Pursuant to Labor Code §2802(a), Defendants are legally required to reimburse Class Plaintiff for all necessary expenditures incurred in the performance of Class Plaintiff’s duties.

109. Defendants have failed and refused to reimburse Plaintiff for all necessary business expenditures.

110. Throughout Plaintiff BARRIENTOS’s employment, Defendants unlawfully deducted from Plaintiff BARRIENTOS’s wages the cost of fuel in the approximate amount of \$11,751.87.

111. As a proximate result of the aforementioned violations of Labor Code §§450(a) and 2502(a), Class Plaintiffs are entitled to recover from Defendants the unpaid balance of all of the necessary aforementioned expenditures.

112. Pursuant to Labor Code §2802(b), Class Plaintiff request that the Court award interest at the same rate as judgments in civil actions, accruing from the date on which Class Plaintiffs incurred the necessary expenditure or loss.

113. Pursuant to Labor Code §2802(c), Class Plaintiffs request that the Court award Class Plaintiffs reasonable attorneys’ fees and costs incurred in this action.

EIGHTH CAUSE OF ACTION
FOR FAILURE TO PAY SICK TIME
LABOR CODE §246
AGAINST ALL DEFENDANTS

114. Class Plaintiffs re-allege and incorporates by reference each of the foregoing paragraphs as though set forth in full herein.

115. An employee who works in California for the same employer for 30 or more days within a year from the commencement of employment is entitled to paid sick days. An employee shall accrue paid sick days at the rate of not less than one hour per every 30 hours worked, beginning at the commencement of employment.

116. At all relevant times, Class Plaintiffs worked for Defendants for more than 30 days and was thus entitled to paid sick days.

117. At all relevant times, Defendants failed to provide to Class Plaintiff, not less than one hour of sick leave for every thirty hours worked.

118. Paid sick time for nonexempt employees shall be calculated in the same manner as the regular rate of pay for the workweek in which the employee uses paid sick time, whether or not the employee actually works overtime in that workweek.

119. As to Plaintiff BARRIENTOS, Defendants failed to provide him with a minimum of 3 sick days per year as required, and as such Plaintiff BARRIENTOS is owed a total amount of \$732.00 in unpaid sick time (24hrs x \$15.00 + 24hrs x \$15.50)

120. Paid sick time for nonexempt employees shall be calculated by dividing the employee's total wages, not including overtime premium pay, by the employee's total hours worked in the full pay periods of the prior 90 days of employment.

121. Paid sick time for exempt employees shall be calculated in the same manner as the employer calculates wages for other forms of paid leave time.

NINTH CAUSE OF ACTION
FOR FAILURE TO TIMELY FURNISH ACURATE ITEMIZED WAGE STATEMENTS
LABOR CODE §§226
(ON BEHALF OF THE CLASS PLAINTIFFS)
AGAINST ALL DEFENDANTS

122. Class Plaintiffs re-allege and incorporate by reference the above paragraphs as though set forth in full herein.

123. Labor Code §226(a) states in pertinent part: “Every employer shall, semimonthly or at the time of each payment of wages, furnish each of his or her employees, either as a detachable part of the check, draft, or voucher paying the employee's wages, or separately when wages are paid by personal check or cash, an accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the employee ... (4) all deductions ... (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid ... (8) the name and address of the legal entity that is 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”

124. Further, the IWC Wage Orders §12(A) states in pertinent part: “(A) Every employer shall keep accurate information with respect to each employee including the following: (3) Time records showing when the employee begins and ends each work period. Meal periods, split shift intervals, and total daily hours worked shall also be recorded ... (5) Total hours worked in the payroll period and applicable rates of pay”

125. Therefore, pursuant to Labor Code §226(a) and the IWC Wage Orders §12(A), California employers are required to maintain accurate records pertaining to the total hours worked for Defendants by Class Plaintiffs, including but not limited to, beginning and ending of each work period, meal period and split shift interval, the total daily hours worked, and the total hours worked per pay period and applicable rates of pay.

126. As a pattern and practice, in violation of Labor Code §226(a) and the IWC Wage Orders §12(A), Defendants did not and still do not furnish each of the Class Plaintiffs with an accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the employee, (3) all

1 deductions, (4) net wages earned and/or (5) all applicable hourly rates in effect during each respective
2 pay period and the corresponding number of hours worked at each hourly rate by each respective
3 individual and/or pertaining to the total hours worked for Defendants by the Class Plaintiffs, including
4 but not limited to, beginning and ending of each work period, meal period and split shift interval, the
5 total daily hours worked, and the total hours worked per pay period and applicable rates of pay.

6 127. As of January 1, 2013, SB 1255 amended Labor Code §226 to clarify that an employee
7 suffers injury if the employer fails to provide accurate and complete information as required by any one
8 or more items listed in Labor Code §226(a)(1)-(9) and the employee cannot promptly and easily ascertain
9 requisite information without reference to other documents or information.

10 128. Here, the Class Plaintiffs suffered injury because Defendants failed to provide accurate
11 and complete information as required by one or more items listed in Labor Code §226(a)(1)-(9) and the
12 Class Plaintiffs could not and cannot promptly and easily ascertain requisite information without
13 reference to other documents or information.

14 129. In addition, the Class Plaintiffs have suffered injury as a result of Defendants' failure to
15 maintain accurate records for the Class Plaintiffs in that the Class Plaintiffs were not timely provided
16 written accurate itemized statements showing all requisite information, including but not limited to total
17 hours worked by the employee, net wages earned and all applicable hourly rates in effect during the pay
18 period and the corresponding number of hours worked at each hourly rate, in violation of Labor Code
19 §226 and the IWC Wage Orders §12(A), such that the Class Plaintiffs were misled by Defendants as to
20 the correct information regarding various items, including but not limited to total hours worked by the
21 employee, net wages earned and all applicable hourly rates in effect during the pay period and the
22 corresponding number of hours worked at each hourly rate.

23 130. The actual injuries suffered by the Class Plaintiffs as a result of Defendants' knowing
24 and intentional failure to maintain accurate records for the Class Plaintiffs include but are not limited to:

- 25 a. Confusion over whether they received all wages owed them by Defendants;
- 26 b. The difficulty and expense of attempting to reconstruct time and pay records;
- 27 c. Being forced to engage in mathematical computations to analyze whether
- 28 Defendants' wages in fact compensated for all hours worked;

- 1 d. The inability to accurately calculate wage rates complicated by the fact that wage
2 statement information required by Labor Code §226 is missing;
3 e. That such practice prevents the Class Plaintiffs from being able to effectively
4 challenge information on their wage statements; and/or
5 f. The difficulty and expense of filing and maintaining this lawsuit, and the discovery
6 required to collect and analyze the very information that California law requires.

7 131. Pursuant to Labor Code §226(e), the Class Plaintiffs are entitled to actual damages or
8 four thousand dollars (\$4,000.00), whichever is greater.

9 132. Plaintiff BARRIENTOS was paid on a weekly basis, and consequently Defendants are
10 liable to Plaintiff BARRIENTOS for the statutory maximum of \$4,000.00.

11 133. Pursuant to Labor Code §226(g), the currently-employed members of the Class Plaintiffs
12 are entitled to injunctive relief to ensure Defendants' compliance with Labor Code §226.

13 134. Pursuant to Labor Code §226(e) and/or §226(g), the Class Plaintiffs are also entitled to
14 an award of costs and reasonable attorneys' fees.

15
16 **TENTH CAUSE OF ACTION**
17 **FOR WAITING TIME PENALTIES**

18 **LABOR CODE §203**
19 **(ON BEHALF OF THE TERMINATED EMPLOYEE SUBCLASS)**
20 **AGAINST ALL DEFENDANTS**

21 135. The Terminated Employee SubClass re-alleges and incorporates by reference the above
22 paragraphs as though set forth in full herein.

23 136. Labor Code §203 provides that if an employer willfully fails to pay, without abatement
24 or reduction, in accordance with Labor Code §§201 and 202, any wages of an employee who is
25 discharged or who quits, the wages of the employee shall continue at the same rate, for up to thirty (30)
26 days from the due date thereof, until paid or until an action therefore is commenced.

27 137. The members of the Terminated Employee SubClass are no longer employed by
28 Defendants as they were either discharged from or quit Defendants' employ.

1 138. Defendants had a consistent and uniform policy, practice and procedure of willfully
2 failing to pay the earned wages of Defendants' former employees, as set forth above, according to
3 amendment or proof.

4 139. As set forth above, Defendants willfully failed to pay the members of the Terminated
5 Employee SubClass their entire wages due and owing at the time of their termination or within seventy-
6 two (72) hours of their resignation, and failed to pay those sums for up to thirty (30) days thereafter.

7 140. Defendants' willful failure to pay wages to the members of the Terminated Employee
8 SubClass violates Labor Code §203 because Defendants knew or should have known wages were due
9 to the members of the Terminated Employee SubClass, as set forth above, but Defendants failed to pay
10 them.

11 141. As a direct and proximate result of Defendants' willful failure to pay these wages, Plaintiff
12 BARRIENTOS is entitled to more than \$6,510.00 in wait time penalties, calculated based on 30 days of
13 Plaintiff BARRIENTOS's daily wage rate of \$217.00 inclusive of overtime.

14 142. Thus, the members of the Terminated Employee SubClass are entitled to recovery
15 pursuant to Labor Code §203, as well as attorneys' fees and costs.

16
17 **ELEVENTH CAUSE OF ACTION**
18 **FOR UNFAIR COMPETITION**
19 **BUSINESS & PROFESSIONS CODE §§17200, ET SEQ.**
20 **(ON BEHALF OF THE CLASS PLAINTIFFS)**
21 **AGAINST ALL DEFENDANTS**

22 143. Class Plaintiffs re-allege and incorporate by reference each of the foregoing paragraphs as
23 though set forth in full herein.

24 144. B&PC §17200 provides in pertinent part "...[U]nfair competition shall mean and include
25 any unlawful, unfair or fraudulent business act..."

26 145. B&PC §17205 provides that unless otherwise expressly provided, the remedies or
27 penalties provided for unfair competition "are cumulative to each other and to the remedies or penalties
28 available under all other laws of this state."

1 146. B&PC §17204 provides that an action for relief from unfair competition may be
2 prosecuted by any person who has suffered injury in fact and has lost money or property as a result of
3 such unfair competition.

4 147. Defendants' have engaged in unlawful, unfair and fraudulent business acts or practices
5 prohibited by B&PC §17200, including those set forth in the preceding and foregoing paragraphs of the
6 complaint, thereby depriving Plaintiffs of the minimum working standards and conditions due to them
7 under the Labor Code and/or the IWC Wage Orders, as specifically described herein.

8 148. Defendants have engaged in unfair business practices in California by practicing,
9 employing, and utilizing the employment practices outlined in the preceding paragraphs, specifically, by
10 requiring employees to perform the labor services complained of herein without the requisite
11 compensation.

12 149. Defendants' use of such practices constitutes an unfair business practice, unfair
13 competition and provides an unfair advantage over Defendants' competitors.

14 150. Plaintiffs have suffered injury in fact and have lost money or property as a result of such
15 unfair competition.

16 151. Plaintiffs seek full restitution from Defendants, as necessary and according to proof, to
17 restore any and all monies withheld, acquired and/or converted by Defendants by means of the unfair
18 practices complained of herein.

19 152. Further, if Defendants are not enjoined from the conduct set forth above, Defendants will
20 continue to practice, employ and utilize the employment practices outlined in the preceding paragraphs.

21 153. Therefore, Plaintiffs request that the Court issue a preliminary and permanent injunction
22 prohibiting Defendants from engaging in the foregoing conduct.

23 154. Plaintiffs seek the appointment of a receiver, as necessary, to establish the total monetary
24 relief sought from Defendants.

25 ///

26 ///

27 ///

28 ///

1 **PRAYER FOR RELIEF**

2 **WHEREFORE**, Plaintiffs pray:

3 1. That the Court issue an Order certifying the Classes herein, appointing the named
4 Plaintiff BARRIENTOS as representative of all others similarly situated, and appointing the law firm(s)
5 representing the named Plaintiff BARRIENTOS as counsel for the Class Plaintiffs;

6 As to the First Cause of Action for Failure to Pay Wages:

- 7 a. For recovery of the unpaid balance of the full amount of wages due and owing, according
8 to proof;
- 9 b. For prejudgment interest as allowed by Labor Code §§201, 226.7, 512, 558, 1182.12, 1194,
10 1194.2;
- 11 c. For an award of reasonable attorneys' fees and costs pursuant to Labor Code §218.5 and/or
12 Labor Code §1194(a);
- 13

14 As to the Second Cause of Action for Failure to Pay Minimum Wage:

- 15 a. For recovery of the unpaid balance of the full amount of minimum wages due and owing,
16 according to proof;
- 17 b. Plaintiff BARRIENTOS is owed \$5,431.80 for recovery of the unpaid balance of the full
18 amount of minimum wages due and owing;
- 19 c. For prejudgment interest as allowed by Labor Code § 510;
- 20 d. For an award of reasonable attorneys' fees and costs pursuant to Labor Code §218.5 and/or
21 Labor Code §1194(a);
- 22

23 As to the Third Cause of Action for Failure to Pay Overtime Compensation:

- 24 a. For recovery of the unpaid balance of the full amount of overtime wages due and owing,
25 according to proof;
- 26 b. Plaintiff BARRIENTIS is owed \$4,368.75 for the unpaid balance of the full amount of
27 overtime wages due and owing;
- 28 c. For prejudgment interest as allowed by Labor Code § 510;

- 1 d. For an award of reasonable attorneys' fees and costs pursuant to Labor Code §218.5 and/or
2 Labor Code §1194(a);
3

4 As to the Fourth Cause of Action for Failure to Authorize and Permit Rest Periods:

- 5 a. For one (1) hour of pay at the regular rate of compensation for each member of the Unpaid
6 Rest Period Class for each workday that a paid rest period was not provided
7 b. Plaintiff BARRIENTOS is owed \$1,937.50 for rest period compensation pursuant to Labor
8 Code §226.7;
9 c. For prejudgment interest as allowed by Labor Code §218.6 and Civil Code §3287;
10

11 As to the Fifth Cause of Action for Failure to Authorize and Permit Meal Periods:

- 12 a. For one (1) hour of pay at the regular rate of compensation for each member of the Unpaid
13 Meal Period Class for each workday that a meal period was not provided;
14 b. Plaintiff BARRIENTOS is owed \$1,937.50 for meal period compensation pursuant to Labor
15 Code §512;
16 c. For prejudgment interest as allowed by Labor Code §218.6 and Civil Code §3287
17

18 As to the Sixth Cause of Action for Unlawful Deductions:

- 19 a. For recovery as authorized by Labor Code §221;
20 b. Plaintiff BARRIENTOS is owed \$11,751.87 pursuant to Labor Code §221;
21 c. For prejudgment interest as allowed by Labor Code §218.6 and Civil Code §3287;
22 d. For an award of reasonable attorneys' fees and costs pursuant to Labor Code §218.5
23 and/or Labor Code §1194(a);
24

25 As to the Seventh Cause of Action for Failure to Reimburse for Necessary Business Expenditures

- 26 a. For recovery as authorized by Labor Code §2802;
27 b. For prejudgment interest as allowed by Labor Code §218.6 and Civil Code §3287;
28

1 c. For an award of reasonable attorneys' fees and costs pursuant to Labor Code §2802
2 and/or Labor Code §1194(a);
3

4 As to the Eighth Cause of Action for Failure to Pay Sick Time:

- 5 a. For recovery as authorized by Labor Code §246;
6 b. Plaintiff BARRIENTOS is owed \$732.00 pursuant to Labor Code §246;
7 c. For prejudgment interest as allowed by Labor Code §218.6 and Civil Code §3287;
8

9 As to the Ninth Cause of Action for Failure to Timely Furnish Accurate Itemized Wage Statements:

- 10 a. For damages according to proof;
11 b. Plaintiff BARRIENTOS is owed a minimum of \$4,000.00 pursuant to Labor Code 226;
12 c. For recovery as authorized by Labor Code §226(e) and 226.3;
13 d. For an award of costs and reasonable attorneys' fees pursuant to Labor Code §226(e) and/or
14 §226(g);
15

16 As to the Tenth Cause of Action for Derivative Violations of Labor Code §203:

- 17 a. For recovery as authorized by Labor Code §203;
18 b. Plaintiff BARRIENTOS is owed \$6,510.00 pursuant Labor Code §203;
19 c. For an award of reasonable attorneys' fees and costs pursuant to Labor Code §203 and/or
20 Labor Code §1194(a);
21

22 As to the Eleventh Cause of Action for Unfair Business Practices:

- 23 a. For an accounting, under the administration of Plaintiffs and/or the receiver and subject to
24 Court review, to determine the amount to be returned by Defendants, and the amounts to be
25 refunded to members of the Classes who are owed monies by Defendants;
26 b. For an Order requiring Defendants to identify each of the members of the Classes by name,
27 home address, home telephone number and, if available, email address;
28

- 1 c. For an Order requiring Defendants to make full restitution and payment pursuant to
2 California law;
3 d. For an Order for a preliminary and/or permanent injunction prohibiting Defendants from
4 engaging in the acts complained of herein;
5 e. For all other appropriate injunctive, declaratory and equitable relief;
6 f. For interest to the extent permitted by law;
7 g. For an award of attorneys' fees and costs incurred in the investigation, filing and
8 prosecution of this action pursuant to CCP §1021.5, B&PC §17200, et seq., Labor Code
9 §1194 and/or any other applicable provision of law;
10

11 As to All Causes of Action:

- 12 a. For such relief as this Court may deem just and proper, including reasonable attorneys' fees
13 and costs incurred.

14 DATED: February 18, 2025

**LAW OFFICES OF RAMIN R. YOUNESSI
A PROFESSIONAL LAW CORPORATION**

16 By: 

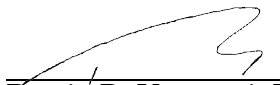
17 Ramin R. Younessi, Esq.
18 Attorney for Plaintiffs
19 GERMAN ANTONIO BARRIENTOS
individually and on behalf of all others
similarly situated

20 **JURY TRIAL DEMANDED**

21 Plaintiffs demand trial of all issues by jury.
22

23 DATED: February 18, 2025

**LAW OFFICES OF RAMIN R. YOUNESSI
A PROFESSIONAL LAW CORPORATION**

25 By: 

26 Ramin R. Younessi, Esq.
27 Attorney for Plaintiffs
28 GERMAN ANTONIO BARRIENTOS
individually and on behalf of all others
similarly situated

PROOF OF SERVICE
STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 3435 Wilshire Boulevard, Suite 2200, Los Angeles, California 90010.

On February 18, 2025, I served the foregoing document described as **FIRST AMENDED COMPLAINT FOR DAMAGES** on the interested parties in this action as follows:

☒ By emailing and mailing true copies addressed to each addressee as follows:

Michael S. Wildermuth, Esq.,
Ashlei M. Vargas, Esq.,
NEVERS, PALAZZO, PACKARD,
WILDERMUTH & WYNNER, PC
31248 Oak Crest Drive, Suite 200
Westlake Village, California 91361
mwildermuth@npwlaw.com
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*Attorneys For Defendant,
SAMRA TRANSPORT, INC.*

RJR Express Inc.
c/o Rey A. Larios
12702 1/2 Kalnor Ave
Norwalk, CA 90650

*Agent for Service for Defendant
RJR EXPRESS, INC.*

☒ BY ELECTRONIC MAIL: Pursuant to Code of Civil Procedure §§ 1010.6(a)(2) and 1013(g), and the parties' written agreement to accept service electronically, I transmitted a copy of the aforementioned document to each addressee above to the email address(es) indicated.

☒ BY MAIL:

☒ I deposited each envelope in the mail at Los Angeles, California, with postage thereon fully prepaid.

☒ I am "readily familiar" with the firm's practice for collection and processing correspondence for mailing with the U.S. Postal Service. Under that practice, and in the ordinary course of business, correspondence would be deposited with the U.S. Postal Service on that same day with postage thereon fully prepaid at our business address in Los Angeles, California. Each of the above envelopes was sealed and placed for collection and mailing on that date following ordinary business practices.

Executed on February 18, 2025, at Los Angeles, California.

☒ STATE I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Christian Ortiz

/s/ Christian Ortiz