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Superior Court of California
County of Los Angeles
12/26/2024
David W. Slayton, Executive Officer / Clerk of Court
By: M. Miro Deputy

Attorneys for Plaintiff EDGAR ARREDONDO, as an individual, and on behalf of all employees similarly situated,

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

EDGAR ARREDONDO, as an individual, and
on behalf of all similarly situated employees,

Plaintiff,

v.

BUENA VIDA TRANSPORT INC;
HEALTHYLIFE INC.; SUNSET
TRANSPORT INC.; and DOES 1-50,
inclusive,

Defendants.

Case No.: 24STCV15502

CLASS ACTION

**FIRST AMENDED COMPLAINT FOR
DAMAGES**

1. Failure to Pay All Wages, Including Minimum and Overtime Wages (Labor Code §§ 510, 1194);
2. Failure to Provide Rest Periods (Labor Code §§ 226.7, 512);
3. Failure to Provide Meal Periods (Labor Code §§ 226.7, 512);
4. Failure to Timely Pay Wages at Separation (Labor Code §§ 201, 202, 203);
5. Failure to Keep Accurate Payroll Records (Labor Code § 1174, 226 (A), (E));
6. Failure to Reimburse Employees for Necessary Business Expenditures (Labor Code § 2802(A));
7. Unfair Business Practices (Bus. Prof. Code §§ 17200 et. seq.)
8. Violation of Private Attorneys General Act (PAGA).

DEMAND FOR JURY TRIAL

1 Plaintiff EDGAR ARREDONDO (“Plaintiff”) on behalf of himself and all others
2 similarly situated, complains and alleges on information and belief, as follows:

3 **INTRODUCTION**

4 1. This is a class action brought on behalf of Plaintiff and the class he seeks to
5 represent (“Plaintiff Class”) pursuant to California Code of Civil Procedure section 382. Plaintiff
6 Class consists of all non-exempt, hourly-paid employees currently and/or formerly employed by
7 Defendant BUENA VIDA TRANSPORTATION, INC. (“Defendant Buena Vida”) and
8 Defendant SUNSET TRANSPORT, INC. (“Defendant Sunset Transport”), hereinafter
9 collectively “Defendants,” in California, during the Class Period. The term “Class Period” is
10 defined as four (4) years prior to the filing of Plaintiff’s initial complaint (June 20, 2020) through
11 judgment. The term “PAGA Period” is designated as the period from June 21, 2023, one (1) year
12 prior to the date of Plaintiff’s notice to the Labor and Workforce Development Agency and
13 Defendants through judgment. Plaintiff reserves the right to amend this complaint to reflect a
14 different “Class Period” and or “PAGA Period” as further discovery is conducted.

15 2. Plaintiff individually and on behalf of the class he seeks to represent, seeks relief
16 against Defendants for Defendants’ practices of violating the applicable wage orders, the
17 applicable Code of Regulations, and California Labor Codes, including: (1) failure to pay all
18 wages, including minimum wages and overtime wages at the correct regular rate; (2) failure to
19 provide rest periods or payments for missed rest periods at the correct regular rate; (3) failure to
20 provide meal periods or payment for missed meals at the correct regular rate; (4) failure to timely
21 pay wages at separation; (5) failure to keep accurate payroll records; (6) failure to reimburse
22 employees for necessary business expenditures; and (7) unfair business practices as set forth more
23 fully herein. These violations concern current and past employees of Defendants.

24 3. At all relevant times herein, Defendants has consistently maintained and enforced
25 against Plaintiff and the Plaintiff Class the following unlawful policies and practices: (a) willfully
26 refusing to pay Plaintiff and Plaintiff Class for all hours worked, including minimum wages; (b)
27 willfully refusing to include non-discretionary bonus payments, and other incentive
28 compensation, including commissions, in the regular rate calculation for overtime purposes; (c)

1 willfully refusing to permit Plaintiff and Plaintiff Class from taking meal and/or rest periods; (d)
2 willfully refusing to compensate Plaintiff and certain members of the Plaintiff Class all wages
3 due and owing at the time Plaintiff and Plaintiff Class' employment with Defendants ended; (e)
4 willfully refusing to furnish to Plaintiff and Plaintiff Class with accurate itemized wage statements
5 upon payment of wages; and (f) willfully refusing to reimburse Plaintiff and Plaintiff Class for
6 necessary business expenditures.

7 4. Plaintiff brings this lawsuit seeking injunctive, restitution, and monetary relief
8 against Defendants, and each of them, on behalf of Plaintiff, individually, and on behalf of all
9 aggrieved and similarly-situated employees to recover, among other things, unpaid wages and
10 benefits, interest, penalties, liquidated damages, attorney's fees, and costs pursuant to California
11 Labor Code sections 201, 202, 203, 204, 210, 218.5, 218.6, 226, subdivision (a), 226.3, 226.7,
12 510, 512, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, and 2802, California Code of Civil
13 Procedure 1021.5, and provisions of the applicable IWC Wage Order. Plaintiff reserves the right
14 to name additional representatives throughout the State of California.

15 **JURISDICTION AND VENUE**

16 5. Venue is proper in this judicial district and the County of Los Angeles, pursuant
17 to Code of Civil Procedure section 395, because Defendants maintain its office location and
18 transacts business in this county, the obligations and liability arise in this county, and work was
19 performed by Plaintiff and Plaintiff Class made the subject of this action in the County of Los
20 Angeles.

21 6. Defendants employed Plaintiff and numerous Class Members within the State of
22 California and the unlawful acts alleged herein have a direct effect on Plaintiff and the Class
23 Members.

24 7. The California Superior Court has jurisdiction in the matter because the individual
25 claims are under the seventy-five thousand dollar (\$75,000.00) individual jurisdictional threshold
26 and the five million dollar (\$5,000,000.00) aggregate jurisdictional threshold for federal court
27 and, upon information and belief, Plaintiff and Defendants are residents of and/or domiciled in
28 the State of California. Further, there is no federal question at issue as the issues herein is based

solely on California Statutes and law including the California Labor Code, Industrial Welfare Commission Wage Orders, Code of Civil Procedure, Rule of Court, and Business and Professions Code. Thus, the above-entitled court maintains appropriate jurisdiction to hear this matter.

PAGA ADMINISTRATIVE PREREQUISITE

8. By this complaint, Plaintiff brings this case as a representative action seeking penalties for the State of California in a representative capacity, as provided by PAGA, labor Code section 2698 et seq., to the extent permitted by law, as an aggrieved employee who was employed by Defendants and subject to alleged violations set forth in Labor Code section 2699.5. Plaintiff and other Aggrieved Employees are current and former employees of Defendants starting from three hundred sixty-five (365) days from the submission of the written notice to the LWDA and Defendants to the resolution of this matter. Plaintiff specifically alleged the following in their notice to the Labor and Workforce Development Agency (“LWDA”) and the employer: violations of Labor Code sections 201-204, 226, 226.7, 510, 512, 558, 1171, 1194 and 2802.

9. Under Labor Code section 2699.3 subdivision(a), a Plaintiff may bring a cause of action under PAGA only after giving notice to the LWDA and the employer of the Labor Code section alleged to have been violated, and after sixty-five (65) days have passed without notice. Prior to filing this complaint, Plaintiff gave written notice by certified electronic mail to the LWDA and to Defendants of the specified provisions alleged to have been violated, including the facts and theories to support the alleged violation as required by Labor Code section 2699.3. A true and correct copy of Plaintiff’s original letter sent to the LWDA, is attached hereto as “Exhibit A.”

10. More than sixty-five (65) days have passed since Plaintiff submitted Plaintiff’s notice to the LWDA and Defendants of the specific alleged Labor Code violations and the LWDA have not provided notice to Plaintiff of its intent to investigate such alleged violations.

11. Plaintiff further has received no notice of Defendants’ intent to cure any of the alleged violations. Therefore, Plaintiff has satisfied the administrative prerequisites for filing this action with regard to Plaintiff’s PAGA notice.

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THE PARTIES

Plaintiff

12. Plaintiff was employed by the Defendants from in or around March 2021 through on or around March 1, 2024. At all relevant times herein, Plaintiff was employed by Defendants in a non-exempt hourly position, and was entitled to compensation for all hours worked, including but not limited to minimum wage and overtime wages, as well as the aforementioned penalties from Defendants.

Defendants

13. Plaintiff is informed and believes, and based thereon alleges, that Defendants operate a transportation business in the state of California. On information and belief, and based thereon, Plaintiff alleges that Defendants is conducting business in good standing in California, at all times herein mentioned, has regularly conducted business throughout the State of California.

14. On information and belief, Defendants is, and was, the employer for Plaintiff and Plaintiff Class.

15. Plaintiff is ignorant of the true names, capacities, relationships, and extent of participation in the conduct herein alleged, of the Defendants sued herein as DOES 1 through 50, inclusive, but on information and belief alleges that said Defendants are legally responsible for the payment of wages, and the payment of rest and meal period compensation, to Plaintiff and Plaintiff Class by virtue of their unlawful practices, and therefore sues these Defendants by such fictitious names. Plaintiff will amend this complaint to allege the true names and capacities of the DOE Defendants when ascertained.

16. Plaintiff is informed and believes, and based thereon alleges, that each Defendant acted in all respects pertinent to this action as the agent of the other Defendants, carried out a joint scheme, business plan or policy in all respects pertinent hereto, and the acts of each Defendant are legally attributable to the other Defendants. Furthermore, Defendants in all respects acted as the employer and/or joint employer of Plaintiff and Plaintiff Class.

17. Plaintiff is informed and believes, and based thereon alleges, that each Defendant acted in all respects as the agent, servant, partner, joint venture, alter-ego, employee, proxy,

managing agent, and/or principal of the co-Defendants, and in performing the actions mentioned below was acting, at least in part, within the course and scope of that authority as such agent, proxy, servant, partner, joint venture, employee, alter-ego, managing agent, and/or principal with the permission and consent of the co-Defendants. Plaintiff also alleges the acts of each Defendant are legally attributable to the other Defendants.

18. Plaintiff is informed and believes, and based thereon alleges, that each of the Defendants sued herein was, at all relevant times, the employer, owner, shareholder, principal, joint venture, proxy, agent, employee, supervisor, representative, manager, managing agent, joint employer and/or alter-ego of the remaining Defendants, and was acting, at least in part, within the course and scope of such employment and agency, with the express and implied permission, consent and knowledge, approval and/or ratification of the other Defendants. The above co-Defendants, managing agents, and supervisors aided, abetted, condoned, permitted, approved, authorized, and/or ratified the unlawful acts described herein.

GENERAL ALLEGATIONS

19. Plaintiff and the Plaintiff Class are, and at all times relevant herein have been, non-exempt employees within the meaning of the California Labor Code and the implementing rules and regulations of IWC California Wage Orders.

20. Plaintiff is informed and believes, and based thereon alleges, that Defendants' policies and practices described herein are common across each of Defendants' job sites within the state of California.

21. Plaintiff is informed and believes, and based thereon alleges, that Defendants instituted a policy and practice against its employees wherein minimum wages and overtime wages due were not paid in compliance with California law. In violation of the Labor Code and IWC Wage Orders, Defendants failed to pay Plaintiff and Class Members' earned wages by failing to pay for all hours worked and failing to pay the proper minimum and overtime rates of pay, among other things. Plaintiff and Class Members were frequently required to work through meal periods. Defendants failed or refused to provide premium compensation to Plaintiff and Plaintiff Class for all late meal periods, short meal periods, and all missing meal periods.

1 22. Further, Plaintiff is informed and believes and based thereon alleges that
2 Defendants instituted a policy and practice against its employees wherein Defendants failed to
3 include all remuneration paid to all hourly non-exempt employees when calculating Plaintiff's
4 and Plaintiff Class' regular rate for purposes of overtime rate of pay. Specifically, Defendants
5 paid hourly non-exempt employee's non-discretionary bonuses and incentive compensation and
6 failed to include this compensation when calculating Plaintiff's and Plaintiff Class' regular rate
7 for purposes of overtime rate of pay and meal and rest period premium pay.

8 23. As a matter of policy and/or practice, Defendants' compensation scheme failed to
9 pay Plaintiff and Plaintiff Class their minimum and overtime wages due to the aforementioned
10 off-the-clock work and failure to include all remuneration in their regular rate for purposes of
11 calculating overtime pay and meal and rest period premium pay. The failure to pay Plaintiff Class
12 minimum and overtime wages for each hour worked violates, among others, Labor Code sections
13 1194, 1197, IWC Wage Order(s), and the UCL.

14 24. Plaintiff is informed and believes, and based thereon alleges, that Defendants were
15 required to provide Plaintiff and Plaintiff Class with a work-free, thirty (30) minute meal period
16 within the first five (5) hours of a shift for workdays in excess of six (6) hours, and a second thirty
17 (30) minute meal period within the tenth (10th) hour of a shift for workdays in excess of ten (10)
18 hours, in compliance with Labor Code section 512. Defendants routinely denied Plaintiff and
19 Plaintiff Class a full, thirty (30) minute off-duty meal period when they worked in excess of six
20 (6) hours within the first five (5) hours of their shifts. On information and belief, neither Plaintiff
21 nor Plaintiff Class waived their lawful meal periods or received compensation from Defendants
22 for their missed meal periods.

23 25. Additionally, Defendants were obligated to provide Plaintiff and Plaintiff Class
24 with a ten (10) minute rest break for every four (4) hours, or major fraction thereof, worked each
25 day. Defendants prevented Plaintiff and Plaintiff Class from taking rest breaks throughout their
26 shifts in order to complete its jobs more quickly.

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1 26. For at least four (4) years prior to the filing of this action and through to the present,
2 Plaintiff alleges that Defendants consistently maintained and enforced the following unlawful
3 practices and policies against its employees, in violation of California state wage and hour laws.

4 a. Defendants had a consistent policy of not paying Plaintiff and Plaintiff Class
5 for all hours worked;

6 b. Defendants had a consistent policy of requiring Plaintiff Class within the State
7 of California, including Plaintiff, to work at least five (5) hours without a
8 lawful meal period, and failing to pay such employees one (1) hour of pay at
9 the employees' regular rate of compensation for each workday that the meal
10 period was not provided, all in violation of, among others, Labor Code sections
11 201, 202, 226.7, 512, and applicable Industrial Welfare Commission Wage
12 Orders, in one or more of the following manners;

13 i. employees were required to work through their daily meal period(s), or
14 work an unlawful "on-duty meal period;" and

15 ii. employees were restricted in their ability to take a meal period prior to
16 the commencement of their fifth hour of work.

17 c. Defendants had a consistent policy of failing to provide Plaintiff Class within
18 the State of California, including Plaintiff, rest periods of at least (10) minutes
19 per four (4) hours worked or major fraction thereof and failing to pay such
20 employees one (1) hour of pay at the employees' regular rate of compensation
21 for each workday that the rest period is not provided, as required by California
22 state wage and hour laws, in one or more of the following manners:

23 i. employees were required to work without being provided a minimum
24 ten-minute rest period for every four (4) hours, or major fraction
25 thereof, worked and were not compensated with one hour of pay at their
26 regular rate of pay for each workday that a rest period was not
27 provided; and

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1 ii. employees were neither permitted nor authorized to take lawful rest
2 periods or leave the premises for rest periods when allegedly
3 authorized

4 d. With respect to the Plaintiff Class who either were discharged, laid off, or
5 resigned, Defendants failed to pay them in accordance with the requirements
6 of Labor Code sections 201, 202, and 203;

7 e. Defendants failed to institute policies and procedures that ensured accurate
8 recording of all hours Plaintiff and Plaintiff Class worked during the class
9 period;

10 f. Defendants instituted policies and procedures that offset the necessary costs of
11 doing business on its employees. Plaintiff and Plaintiff class were required to
12 use their personal cellphones. Defendants failed to reimburse Plaintiff and
13 Plaintiff's Class for the cost of the use of their personal cellphones. Defendants
14 required Plaintiff and Plaintiff class to take on the burden of these expenses
15 without reimbursement in violation of Labor Code section 2802.

16 27. Plaintiff is informed and believes, and based thereon alleges, that Defendants
17 willfully failed to pay Plaintiff Class all wages earned, including minimum and overtime wage
18 and compensation for missed meal and rest periods, in a timely manner upon or after termination
19 of their employment with Defendants.

20 28. Plaintiff is informed and believes, and based thereon alleges, that Defendants
21 currently employ, and during the relevant liability period has employed hundreds of employees
22 in the State of California in non-exempt positions.

23 29. At relevant times herein, Plaintiff and the Plaintiff Class were employed by
24 Defendants in non-exempt hourly positions.

25 30. On information and belief, Plaintiff alleges that Defendants' actions as described
26 throughout this complaint were willful.

27 31. On information and belief, Plaintiff alleges that Defendants willfully failed to pay
28 the legal wages, including minimum and overtime wage, failed to provide legal rest and meal

1 periods, and willfully failed to pay one hour's wages in lieu of rest and meal periods, when each
2 such employee quit or was discharged.

3 32. Plaintiff, on behalf of himself and all other Plaintiff Class, brings this action
4 pursuant to Labor Code sections 201, 202, 203, 204, 218, 218.5, 218.6, 221, 226, 226.7, 510, 512,
5 1194, 1197, and 2802, California Business and Professions Code section 17200 et seq., and Code
6 of Regulations, Title 8, section 11000 et seq., seeking unpaid wages, unpaid rest and meal period
7 compensation, penalties, injunctive, and other equitable relief, and reasonable attorneys' fees and
8 costs.

9 33. Defendants have made it difficult to account with precision for the unlawfully
10 withheld wages for time spent working off the clock and meal and rest period compensation owed
11 to Defendants' non-exempt employees, including Plaintiff, during the liability period, because it
12 did not implement and preserve a sufficient record-keeping method as required for non-exempt
13 employees by California Labor Code sections 226, 1174(d), and section 7 of the California Wage
14 Orders. Defendants have failed to comply with Labor Code section 226, subdivision (a) by
15 itemizing in wage statements all deductions from payment of wages and accurately reporting total
16 hours worked by Plaintiff and the Plaintiff Class. Plaintiff and Plaintiff Class are therefore entitled
17 to penalties not to exceed four thousand dollars (\$4,000.00) for each employee pursuant to Labor
18 Code section 226, subdivision (b).

19 34. Defendants have failed to comply with section 7 of the California IWC Wage
20 Orders by failing to maintain time records showing when the employee begins and ends each
21 work period, meal periods, wages earned pursuant to Labor Code section 226.7, and total daily
22 hours worked by itemizing in wage statements all deductions from payment of wages and
23 accurately reporting total hours worked by the Plaintiff Class.

24 35. Plaintiff, on behalf of himself and Class Members, pursuant to Business and
25 Professions Code sections 17200-17208, also seeks injunctive relief and restitution for the unfair,
26 unlawful, or fraudulent practices alleged in this complaint.

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1 **CLASS ALLEGATIONS**

2 36. Plaintiff brings this action on behalf of himself and all others similarly situated as
3 a class action pursuant to section 382 of the California Code of Civil Procedure. Plaintiff seeks to
4 represent Classes composed of and defined as follows:

- 5 a. All persons who are employed or have been employed by Defendants in the
6 State of California as non-exempt, hourly-paid employees, and who, within the
7 four (4) years of the filing of this class action complaint to the present, who
8 work, have worked, and/or have separated their employment from Defendants
9 as non-exempt employees that were not paid their full and complete wages as
10 a result of Defendants' failure to pay minimum and overtime wages, and were
11 subject to Defendants' practice and procedure of requiring them to use their
12 personal cellphones for work related matters;
- 13 b. All persons who are employed or have been employed by Defendants in the
14 State of California, and who, within the four (4) years prior to the filing of this
15 complaint to the present, have worked as a non-exempt employee and were not
16 paid all wages owed, including, but not limited to, the legally requisite
17 overtime rate or meal and rest period premiums at the correct regular rate;
- 18 c. All persons who are employed or have been employed by Defendants as non-
19 exempt, hourly-paid employees who, within the four years prior to the filing
20 of this Class Action Complaint to the present, have worked as non-exempt
21 employees and have not been provided a meal period for every five (5) hours
22 or major fraction thereof worked per day, and were not provided one (1) hour's
23 pay at the employees' regular rate for each day on which such meal period was
24 not provided;
- 25 d. All persons who are employed or have been employed by Defendants in the
26 State of California as non-exempt, hourly-paid employees, and who, within the
27 four (4) years prior to the filing of this Class Action Complaint to the present,
28 have worked as non-exempt employees and have not been provided a rest

period for every four (4) hours or major fraction thereof worked per day, and were not provided compensation of one hour's pay at the employees' regular rate for each day on which such rest period was not provided;

e. All persons who have been employed by Defendants in the State of California as non-exempt, hourly-paid employees who, within the three (3) years prior to the filing of this Class Action Complaint to the present, separated their employment from Defendants and have not been paid wages pursuant to Labor Code section 203 and are owed restitution for waiting time penalties deriving from such wages;

f. All persons who are employed or have been employed by Defendants in the State of California as non-exempt, hourly-paid employees, and who, within the one (1) year prior to the filing of this class action complaint to the present, have worked as non-exempt employees and were not provided an accurate payroll record as required under Labor Code section 226 and Labor Code section 1174;

g. All persons who are employed or have been employed by Defendants in the State of California as non-exempt, hourly-paid employees, and who, within the four (4) years of the filing of this Class Action Complaint to the present, have worked and were not reimbursed for necessary business expenditures incurred as a result of performing their work for Defendants pursuant to Labor Code section 2802.

37. Plaintiff reserves the right under rule 3.764 of the California Rules of Court, to amend or modify the class descriptions with greater specificity or further division into subclasses or limitation to particular issues.

38. This action has been brought and may properly be maintained as a class action under the provisions of section 382 of the Code of Civil Procedure because there is a well-defined community of interest in the litigation and the proposed Classes are easily ascertainable.

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1 **A. Numerosity**

2 39. The potential members of each Class defined herein are so numerous that joinder
3 of all the members of the Class is impracticable. While the precise number of Plaintiff Class has
4 not been determined at this time, Plaintiff is informed and believes that Defendants currently
5 employ, and during the relevant time period employed, at least fifty (50) employees worked in
6 hourly positions as Defendants' non-exempt employees in California, who are or have been
7 affected by Defendants' unlawful practices as alleged herein.

8 40. Accounting for employee turnover during the relevant periods necessarily
9 increases this number substantially. Upon information and belief, Plaintiff alleges Defendants'
10 employment records would provide information as to the number and location of all employees
11 within the Plaintiff Class. Joinder of all members of the proposed Classes is not practicable.

12 **B. Commonality**

13 41. Common questions of law and fact predominate over any questions affecting only
14 individual Class Members. These common questions of law and fact include, without limitation:

- 15 a. Whether Plaintiff and Plaintiff Class are entitled to wages from Defendants
16 under applicable IWC Wage Orders, regulations and statutes for hours worked
17 but not paid;
- 18 b. Whether Defendants violated Labor Code sections 226.7 and 512, section 10
19 of the IWC Wage Orders, and Code of Regulations, Title 8, section 11000 et
20 seq. by failing to provide a lawful meal period to non-exempt employees
21 within the first five (5) hours of their shifts on days they worked in excess of
22 six (6) hours and by failing to compensate said employees one hour's wages
23 in lieu of meal periods;
- 24 c. Whether Defendants violated Labor Code section 226.7, section 11 of the IWC
25 Wage Orders, and Cal. Code Regs., Title 8, section 11000 et seq. by failing to
26 provide daily rest periods to non-exempt employees for every four (4) hours
27 or major fraction thereof worked and by failing to compensate said employees
28 one hour's wages in lieu of rest periods;

- 1 d. Whether Defendants violated sections 201, 202, and 203 of the Labor Code by
2 failing to pay all earned wages and/or premium wages or return unlawfully
3 deducted wages due and owing at the time that any person in the Plaintiff Class
4 employment with Defendants terminated, voluntarily or involuntarily;
- 5 e. Whether Defendants failed to keep accurate payroll records and provide
6 accurate itemized paystubs in violation of Labor Code section 1174, 226 (A),
7 (E);
- 8 f. Whether Defendants failed to Reimburse Employees for Necessary Business
9 Expenditures in violation of Labor Code section 2802, subdivision (A);
- 10 g. Whether Defendants violated section 17200 et seq. of the Business and
11 Professions Code, Labor Code sections 201, 202, 203, 351, 226.7, 512, 1194,
12 1199, 1174, and applicable IWC Wage Orders, which violation constitutes a
13 violation of fundamental public policy; and
- 14 h. Whether Plaintiff and Class Members are entitled to equitable relief pursuant
15 to Business and Professions Code section 17200 et seq.

16 42. Plaintiff's claims are typical of the claims of the Plaintiff Class. Plaintiff and the
17 Plaintiff Class sustained injuries and damages arising out of and caused by Defendants' common
18 course of conduct in violation of California laws, regulations, and statutes as alleged herein.

19 **D. Adequacy of Representation**

20 43. Plaintiff will fairly and adequately represent and protect the interests of the
21 Plaintiff Class. Counsel is competent and experienced in litigating employment class actions.

22 44. A class action is superior to other available means for the fair and efficient
23 adjudication of this controversy. Individual joinder of all each person in the Plaintiff Class is not
24 practicable, and questions of law and fact common to each Class predominate over any questions
25 affecting only individual members of the Class. Each member of the Plaintiff Class has been
26 damaged and is entitled to recovery by reason of Defendants' unlawful policies and practices
27 alleged in the complaint.

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1 45. Class action treatment will allow those similarly situated persons to litigate their
2 claims in the manner that is most efficient and economical for the parties and the judicial system.
3 Plaintiff is unaware of any difficulties that are likely to be encountered in the management of this
4 action that would preclude its maintenance as a class action.

5 **FIRST CAUSE OF ACTION**

6 **Failure to Pay All Wages**

7 **(Plaintiff and Plaintiff Class Against All Defendants)**

8 46. Plaintiff incorporates all previous paragraphs of this complaint as though fully set
9 forth herein.

10 47. Plaintiff alleges that, Defendants maintained, and has maintained throughout the
11 Class Period, a consistent policy and practice of failing to pay wages, including overtime, and
12 minimum wage due for hours actually worked.

13 48. Plaintiff alleges that Defendants maintained, and has maintained throughout the
14 Class Period, a consistent policy of failing to pay its employees for all hours worked. Specifically,
15 Defendants maintained a policy of failing to record all hours Plaintiff and Plaintiff Class worked
16 for time spent working off-the-clock and during meal periods.

17 49. Defendants failed to include all remuneration paid to hourly non-exempt
18 employees for non-discretionary bonuses, and other types of incentive compensation, which are
19 not statutory exclusions, when calculating Plaintiff's and Plaintiff Class' regular rate for purposes
20 of overtime rate of pay as well as meal and rest period premium pay.

21 50. As a result of Defendants' unlawful acts, Plaintiff and Plaintiff Class have been
22 deprived of regular wages, minimum wages, and compensation in amounts to be determined at
23 trial, and are entitled to recovery of such amounts, plus interest and penalties thereon, attorneys'
24 fees, and costs, pursuant to Labor Code sections 1194 and 1199.

25 51. Defendants willfully violated the Labor Code with respect to meeting the
26 requirements of paying all wages earned, including minimum wage, as alleged herein.

27 52. Plaintiff seeks to recover in a civil action the unpaid balance of the full amount of
28 the unpaid wages resulting from Defendants' minimum wage violations including interest

thereon, reasonable attorney's fees and costs of suit, penalties, and liquidated damages to the fullest extent permissible including those permitted pursuant to Labor Code sections 1194 and 1194.2 and Code of Civil Procedure section 1021.5 and/or any other statute.

53. WHEREFORE, Plaintiff and Plaintiff Class request relief as described herein and below.

SECOND CAUSE OF ACTION

Failure to Provide Rest Periods

(Plaintiff and Plaintiff Class Against All Defendants)

54. Plaintiff incorporates all previous paragraphs of this complaint as though fully set forth herein.

55. Labor Code section 226.7 provides that employers authorize and permit all employees to take rest periods at the rate of ten (10) minutes rest time per four (4) work hours.

56. Labor Code section 226.7, subdivision (b) provides that if an employer fails to provide an employee rest periods in accordance with this section, the employer shall pay the employee one (1) hour of pay at the employees' regular rate of compensation for each workday that the rest period is not provided.

57. Plaintiff alleges that during the class period, Defendants did not permit or authorize Plaintiff and Plaintiff Class to take timely or compliant rest periods. Defendants failed to adequately staff employees to allow Plaintiff and Class Members an opportunity to be provided timely, lawful duty-free rest periods for every four hours of their shift or major fraction thereof. Further, Plaintiff and Plaintiff Class were required to remain on Defendants' premises and not free to leave Defendants' premises during the rest periods.

58. At all times relevant hereto, Plaintiff and Plaintiff Class worked more than four (4) hours in a workday, and ten (10) hours in a workday at times.

59. Plaintiff and Plaintiff Class did not voluntarily or willfully waive rest periods.

60. Defendants further failed to implement a policy to pay Plaintiff and Plaintiff Class an additional hour of pay at their regular rate of pay for rest periods not authorized or permitted.

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61. By failing to keep adequate records as required by sections 226 and 1174, subdivision (d) of the Labor Code, Defendants have injured Plaintiff and Plaintiff Class and made it difficult to calculate the unpaid rest period compensation (including wages, interest, and penalties thereon) due and owing to Plaintiff and Plaintiff Class.

62. By virtue of the Defendants' unlawful failure to provide rest periods to Plaintiff and Plaintiff Class, they have been deprived of compliant rest periods and/or premium wages in lieu thereof in amounts to be determined at trial and are entitled to recovery of such amounts, plus interest and penalties thereon, attorneys fees, costs, to the fullest extent permissible under the Labor Code 226.7, applicable IWC Wage Orders, Code of Civil Procedure section 1021.5.

63. WHEREFORE, Plaintiff and Class Members request relief as described herein and below. Plaintiff incorporates all previous paragraphs of this complaint as though fully set forth herein.

THIRD CAUSE OF ACTION

Failure to Provide Meal Periods

(Plaintiff and Plaintiff Class Against All Defendants)

64. Plaintiff incorporates all previous paragraphs of this complaint as though fully set forth herein.

65. Labor Code sections 226.7 and 512 provide that no employer shall employ any person for a work period of more than five (5) hours without providing a meal period of not less than thirty (30) minutes or employ any person for a work period of more than ten (10) hours without a second (2nd) meal period of not less than thirty (30) minutes.

66. Labor Code section 226.7 provides that if an employer fails to provide an employee a meal period in accordance with this section, the employer shall pay the employee one (1) hour of pay at the employee's regular rate of compensation for each workday that the meal period is not provided in accordance with this section.

67. Defendants maintain, and have maintained throughout the Class Period, a policy and practice of failing to provide lawful work-free meal periods to Plaintiff and Plaintiff Class, for the days on which non-exempt employees work periods in excess of six (6) hours and a second

(2nd) meal period on days which non-exempt employees work periods in excess of ten (10) hours. Plaintiff and Plaintiff Class were routinely denied the opportunity to be completely relieved of all work duties for a 30-minute meal period as a result of Defendants' failure to provide adequate staffing. In fact, if Plaintiff and Class members were provided the opportunity to take a meal period, their meal periods were interrupted because they had to attend to task such as checking trucks, unloading trucks, refueling trucks, calling customers, and loading trucks, amongst other things. Further, Plaintiff and Plaintiff Class were required to remain on Defendants' premises and not free to leave Defendants' premises during the meal periods. Defendants failed to provide Plaintiff and Plaintiff Class with compensation for their missed meal periods.

68. Defendants also routinely refused to make meal periods reasonably available prior to commencement of the fifth hour of work.

69. Plaintiff and Plaintiff Class did not voluntarily or willfully waive meal periods.

70. At all times relevant hereto, the Defendants, failed to provide Plaintiff and Plaintiff Class similarly a compliant duty-free meal period as required by Labor Code sections 226.7 and 512.

71. By virtue of the Defendants' unlawful failure to provide meal periods to Plaintiff and Plaintiff Class, Plaintiff and the Plaintiff Class have been deprived of compliant meal periods and/or premium wages in lieu thereof in amounts to be determined at trial and are entitled to recovery of such amounts, plus interest and penalties thereon, attorneys fees, costs, to the fullest extent permissible under the Labor Code sections 226.7 and 512, applicable IWC Wage Orders, Code of Civil Procedure section 1021.5, and/or any other statute.

72. WHEREFORE, Plaintiff and Class Members request relief as described herein and below.

FOURTH CAUSE OF ACTION

Failure to Timely Pay Wages at Separation

(Plaintiff and Plaintiff Class Against All Defendants)

73. Plaintiff incorporates all previous paragraphs of this complaint as though fully set forth herein.

74. During the relevant time period, Plaintiff and formerly employed members of the Plaintiff Class resigned or were terminated from their positions with Defendants. Defendants, however, willfully did not pay Plaintiff and Plaintiff Class all wages which were due them upon their separation of employment immediately upon termination or within seventy-two (72) hours of their resignation as required by Labor Code section 202, subdivision (a). Defendants failed to pay Plaintiff and Plaintiff Class all minimum wages due which were earned throughout their employment. Defendants also failed to pay premium wages for times Plaintiff and Class Members were not provided meal and/or rest breaks.

75. Under Labor Code sections 201, 202, and 203, Plaintiff and Plaintiff Class are entitled to waiting time penalties for not having been paid all wages due them upon their separation from employment.

76. Plaintiff and Plaintiff Class who terminated employment within four (4) years of the filing of the original Complaint until the date of entry of judgment, without being paid the proper payments are entitled to thirty (30) days of pay at their regular rate of pay as waiting time penalties.

77. WHEREFORE, Plaintiff and the Plaintiff Class request relief as described herein and below.

FIFTH CAUSE OF ACTION

Failure to Keep Accurate Payroll Records

(Plaintiff and Plaintiff Class Against All Defendants)

78. Plaintiff incorporates by reference and realleges all previous paragraphs of this complaint as though fully set forth herein.

79. Labor Code section 1174, subdivision (d), requires an employer to keep at a central location in California or at the plant or establishment at which the employee is employed, payroll records showing the hours worked daily, and the wages paid to, each employee. Labor Code section 226, subdivision (a) requires an employer to provide 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 wage statement in writing.

1 80. Labor Code section 226, subdivision (e) provides that if an employer knowingly
2 and intentionally fails to provide a statement itemizing, inter alia, the gross and net wages earned,
3 the total hours worked by the employee and the applicable hourly overtime rates, causing the
4 employee injury, then the employee is entitled to recover the greater of all actual damages or fifty
5 dollars (\$50.00) for the initial violation and one hundred dollars (\$100.00) for each subsequent
6 violation, up to four thousand dollars (\$4,000.00). Plaintiff is informed and believes that
7 Defendants willfully failed to make or keep accurate records for Plaintiff and Plaintiff Class.

8 81. IWC Wage Orders require that every employer shall keep accurate information
9 with respect to each employee, including time records showing when each employee begins and
10 ends each work periods, the total daily hours worked by each employee and the total hours worked
11 in each payroll period, and applicable rates of pay. Plaintiff alleges that Defendants willfully and
12 intentionally failed to make and/or keep records which accurately reflect the hours worked by
13 Plaintiff and Plaintiff Class. Specifically, Plaintiff believes that Defendants' records do not
14 accurately reflect where Plaintiff and Plaintiff Class worked during their meal and/or rest breaks.
15 Furthermore, Defendants' records do not reflect all hours worked, specifically the hours Plaintiff
16 and Plaintiff Class were required to work off the clock for maintaining Defendants' uniform.

17 82. Plaintiff is informed and believes that Defendants' failure to keep accurate payroll
18 records, as described above, violated Labor Code sections 1174, subdivision (d) and 226,
19 subdivision (a), and the applicable wage order.

20 83. Plaintiff is informed and believes that Defendants' failure to keep and maintain
21 accurate records and information, as described above, was willful, and Plaintiff and the Plaintiff
22 Class are entitled to statutory penalties pursuant to Labor Code sections 226 and 1174.5.

23 84. WHEREFORE, Plaintiff and Plaintiff Class request relief as described herein and
24 below.

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1 91. Accordingly, Plaintiff and Plaintiff Class are entitled to an award of "necessary
2 expenditures or losses" shall include all reasonable costs, including, but not limited to, attorney's
3 fees and interest.

4 ///

5 92. WHEREFORE, Plaintiff and the Plaintiff Class request relief as described herein
6 and below.

7 **SEVENTH CAUSE OF ACTION**

8 **Unfair Business Practices**

9 **(Plaintiff and Plaintiff Class Against All Defendants)**

10 93. Plaintiff incorporates all previous paragraphs of this complaint as though fully set
11 forth herein.

12 94. On information and belief, Plaintiff alleges that Defendants engaged in conduct
13 and maintained policies and practices that constitute false, fraudulent, unlawful, unfair, and
14 deceptive business practices in violation of Business and Professions Code section 17200 et seq.
15 (hereinafter the "Unfair Competition Law"). Plaintiff alleges that each of the following policies
16 and practices of Defendants violate the Unfair Competition Law:

- 17 a. requiring employees to work in excess of six (6) hours per day without being
18 provided a lawful meal period, and failing to compensate such employees with
19 one hour of pay at their regular rate of compensation for each workday that a
20 meal period was not provided;
- 21 b. requiring employees to work in excess of ten (10) hours per day without being
22 provided a lawful second meal period, and failing to compensate such
23 employees with one hour of pay at their regular rate of compensation for each
24 workday that a meal period was not provided;
- 25 c. requiring employees to work without being provided a minimum ten-minute
26 rest period for every four (4) hours or major fraction thereof worked, and
27 failing to compensate such employees with one (1) hour of pay at their regular
28 rate of compensation for each workday that a rest period was not provided;

- d. requiring employees to work without being provided a thirty-minute (30) duty free lunch period with for every five (5) hours worked;
- e. for failing to institute policies and procedure that ensure accurate timekeeping and accurate itemized paystubs to Plaintiff and Plaintiff Class;
- f. failing to pay all earned wages, including minimum and overtime wages, to Plaintiff and Plaintiff Class; and
- g. failing to reimburse Plaintiff and Plaintiff Class for necessary business expenses.

95. The actions of Defendants as alleged within this Complaint constitute false, fraudulent, unlawful, unfair, and deceptive business practices, within the meaning of Business and Professions Code section 17200 et seq.

96. Plaintiff and the Plaintiff Class are entitled to other equitable relief against such unlawful practices in order to prevent future damage, for which there is no adequate remedy at law, and to avoid a multiplicity of lawsuits.

97. As a result of its unlawful acts, Defendants have reaped and continue to reap unfair benefits and unlawful profits at the expense of Plaintiff and Plaintiff Class. Defendants should be required to restore to Plaintiff and Class Members the wrongfully withheld wages pursuant to Business and Professions Code section 17203. Plaintiff is informed and believes, and thereon alleges, that Defendants have been unjustly enriched through Defendants' unlawful, unfair, and fraudulent business practices as alleged throughout this Complaint. Plaintiff is informed and believes, and based thereon alleges, that Plaintiff and Plaintiff Class are prejudiced by Defendants' unfair trade practices.

98. As a direct and proximate result of Defendants' unfair business practices, Plaintiff, and Plaintiff Class are entitled to equitable including full restitution of all wages which have been unlawfully withheld from Plaintiff and Plaintiff Class as a result of the business acts and practices described herein.

99. WHEREFORE, Plaintiff and Plaintiff Class request relief as described herein and below and as deemed just.

1 **EIGHTH CAUSE OF ACTION**

2 **For Violation of the California Private Attorneys General Act (“PAGA”)**

3 **(Plaintiff against All Defendants)**

4
5 100. Plaintiff realleges and incorporates by reference all preceding paragraphs herein,
6 as if fully alleged herein.

7 101. Labor Code sections 2698-2699.5 provide that a civil penalty, assessed and
8 collected by the Labor and Workforce Development Agency or any of its departments, divisions,
9 commissions, boards, agencies or employees (collectively referred to herein as the “LWDA”) for
10 certain violations of the Labor Code, may be recovered through a civil action by an aggrieved
11 employee on behalf of herself and collectively on behalf of all other current or former employees.

12 102. Pursuant to Labor Code section 2699.3(a)(1), Plaintiff gave written notice to the
13 LWDA and Defendants of the specified provisions alleged to have been violated, including the
14 facts and theories to support the alleged violations, as required by Labor Code section 2699.3.

15 103. The Labor and Workforce Development Agency has not provided Plaintiff with
16 any notice that it intends to investigate the alleged violations, and more than 65 calendar days
17 have elapsed since the postmark date on Plaintiff’s notice.

18 104. Plaintiff has therefore exhausted the administrative requirements.

19 105. California Labor Code section 2699, subdivision (a), also known as the Private
20 Attorneys General Act of 2004 (PAGA), states: “Notwithstanding any other provision of law, any
21 provision of this code that provides for a civil penalty to be assessed and collected by the Labor
22 and Workforce Development Agency or any of its departments, divisions, commissions, boards,
23 agencies, or employees, for a violation of this code, may, as an alternative, be recovered through
24 a civil action brought by an aggrieved employee on behalf of themselves or herself and other
25 current or former employees pursuant to the procedures specified in Section 2699.3.”

26 106. Plaintiff is an “aggrieved employee” as defined by Labor Code section 2699(c).

27 107. Section 2699(f) of the Labor Code provides for civil penalties for violations of the
28 California Labor Code, for which a specific civil penalty is not provided. In this case, Plaintiff

1 seeks to recover civil penalties for Defendants' violations of sections 201, 202, 203, 226, 226.7,
2 510, 512, 1174, 1194, 2802, and the applicable IWC Wage Order.

3 108. Labor Code section 558 provides for the award of civil penalties that includes the
4 amount each employee was underpaid and those underpaid wages are paid to the aggrieved
5 employees.

6 109. Plaintiff is informed and believe Defendants at all relevant times employed one or
7 more employees.

8 110. For those code sections that provide for the recovery of civil penalties, Plaintiff
9 will seek on behalf of all aggrieved employees those penalties. For those sections of the Labor
10 Code that do not specifically provide for civil penalties, Plaintiff will seek civil penalties of one
11 hundred dollars (\$100.00) for each aggrieved employee per pay period for the initial violation
12 and two hundred dollars (\$200.00) for each aggrieved employee per pay period for each
13 subsequent violation pursuant to Labor Code section 2699, subdivision (f). The "initial violation"
14 occurs during the first pay period following notice of such violations served on Defendants
15 through the letter to the LWDA.

16 111. Section 2699, subdivision (a) provides that civil penalties may be "recovered
17 through a civil action brought by an aggrieved employee on behalf of himself or herself and other
18 current or former employees." (Code Civ. Proc., § 2699, subd. (a).) Section 2699, subdivision (g)
19 provides that an employee who prevails in a civil action under section 2699 shall be entitled to an
20 award of reasonable attorneys' fees and costs.

21 112. The State of California, Plaintiff and aggrieved employees are, therefore, entitled
22 to civil penalties, attorneys' fees and costs, according to proof.

23 **PRAYER FOR RELIEF**

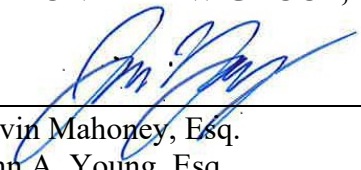
24 WHEREFORE, Plaintiff and Class Members pray for judgment as follows:

- 25 1. That the Court determine that this action may be maintained as a class action;
26 2. That Plaintiff be appointed the representative of each proposed Class, as appropriate;
27 3. That the attorneys of record for Plaintiff whose name appears in this complaint be
28 appointed class counsel;

4. For compensatory damages in an amount according to proof with interest thereon;
5. For economic and/or special damages in an amount according to proof with interest thereon;
6. That Defendants be found to have engaged in unfair competition in violation of Business and Professions Code section 17200 *et seq.*;
7. That Defendants be ordered to make restitution to each Class due to its unfair competition, pursuant to Business and Professions Code sections 17203 and 17204;
8. For penalties to the extent permitted pursuant to the Labor Code, Orders of the Industrial Welfare Commission, including, but not limited to, waiting time penalties under Labor Code section 203, and penalties under Labor Code sections 226, subdivision (e), 226.3, 210, 226.7, and 1174.5;
9. For attorneys' fees, interest, and costs of suit under Labor Code sections 218.5, 1194 and other applicable provisions of law outside the Labor Code; and
10. For such other and further relief as the Court deems just and proper.

Dated: December 26, 2024

MAHONEY LAW GROUP, APC



Kevin Mahoney, Esq.
John A. Young, Esq.
Attorneys for Plaintiff EDGAR ARREDONDO
and on behalf of all employees similarly situated

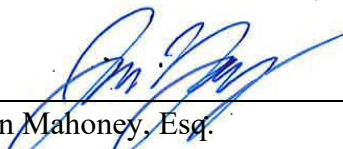
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DEMAND FOR JURY TRIAL

Plaintiff Edgar Arredondo hereby demands a jury trial on all issues so triable.

Dated: December 26, 2024

MAHONEY LAW GROUP, APC



Kevin Mahoney, Esq.
John A. Young, Esq.
Attorneys for Plaintiff Edgar Arredondo and on
behalf of all employees similarly situated

EXHIBIT A



John A. Young, Esq.
562.590.5550 phone
562.590.8400 facsimile
jyoung@mahoney-law.net

June 21, 2024

VIA ELECTRONIC FILLING

LABOR AND WORKFORCE DEVELOPMENT AGENCY

Attn: PAGA Administrator

<https://dir.tfaforms.net/207>

VIA CERTIFIED MAIL #7019 0700 0001 7488 3607

Buena Vida Transportation Inc.

Attn: Leidy Carolina Caicedo

650 S. Garfield Avenue | Apt. 40

Monterey Park, CA 91754

VIA CERTIFIED MAIL #7019 0700 0001 7488 3614

Sunset Transportation Inc.

1530 Attridge Ave.

Los Angeles, CA 90063

VIA CERTIFIED MAIL #7019 0700 0001 7488 3621

Sunset Transportation Inc.

Attn: Duane Brazil

27199 W. Gun Club Road

Gustine, CA 95322

VIA CERTIFIED MAIL #7019 0700 0001 7488 3638

Healthy Life Inc.

11613 W. Washington Boulevard

Los Angeles, CA 90066

Re: *Arredondo v. Buena Vida Transportation, et al.*

**NOTICE OF LABOR CODE VIOLATIONS PURSUANT TO
LABOR CODE SECTION § 2698 ET SEQ.**

To: Buena Vida Transportation Inc., Sunset Transportation Inc, Healthy Life Inc, and
the California Labor and Workforce Development Agency (“LWDA”)

From: Edgar Arredondo (“Plaintiff”), through his counsel, Mahoney Law Group, APC.

Statement of Representation

Please note that this firm, Mahoney Law Group, APC, represents Plaintiff.

Labor Code Sections Alleged to Have Been Violated

Mr. Arredondo alleges that Defendant Buena Vida Transportation (“Defendant Buena Vida”), Defendant Sunset Transportation Inc. (“Defendant Sunset Transportation”), and Defendant Healthy Life Inc. (“Defendant Healthy Life”) (hereinafter collectively “Defendant” and/or “Defendants”) violated California Labor Code sections 201, 202, 203, 226, 226.7, 510, 512, 1174, 1194, and 2802.

Facts and Theories Supporting the Allegations

Failure to Record and Pay for all Hours Worked (Labor Code Sections 201, 202, 203, 226, 510, 512, 558, 558.1, 1194, and 1194.2)

Plaintiff worked for Defendants from about March 2021 to on or about March 1, 2024, as a driver, transporting Defendants’ clients. Plaintiff worked full-time. Plaintiff alleges that Defendants regularly and willfully failed to record all of Plaintiff’s hours. Plaintiff further alleges, that Plaintiff would regularly work through his meal breaks and record that Plaintiff had taken a meal break. As a result, Plaintiff had to mark as off duty time that was on-duty. Defendants knew or should have known that Plaintiff worked these “off the clock” hours, but Defendant failed to *report* these hours on Plaintiff’s wage statements, and failed to *pay* Plaintiff for these hours worked. When plaintiff’s employment with Defendants was terminated, Defendants willfully failed to pay Plaintiff all wages Plaintiff earned working for Defendants (including wage premiums for meal and rest period violations), and Defendants have yet to pay plaintiff these wages. On information and belief, Plaintiff alleges that these practices were common to other employees. These practices violate Labor Code sections 201, 202, 226, 510, 512, 558, 558.1, 1194, 1194.2, and are subject to penalties under Labor Code section 203, which have not been paid.

Failure to Authorize and Permit Rest Periods; Failure to Report Wages Due for Failing to Authorize and Permit Rest Periods; and Failing to Pay Wages for Failing to Authorize and Permit Rest Periods (Labor Code Sections 201, 202, 203, 226, and 226.7)

Plaintiff alleges that Defendants willfully failed to authorize and permit Plaintiff to take duty-free rest periods. Plaintiff regularly worked shifts lasting eight (8) hours without being relieved of duty for a second ten-minute rest period. Defendants failed to communicate to Plaintiff that Plaintiff was entitled to two ten-minute duty-free rest periods. Defendants had a practice of requiring Plaintiff to remain on duty at all times and attend to Defendants’ business needs. Defendants failed to *report* the wage premiums due to Plaintiff, for rest period violations, on Plaintiff’s wage statements. Defendants also failed to *pay* Plaintiff premium wages for these rest period violations. On information and belief, Plaintiff alleges that these practices were common to other employees. These practices violate Labor Code sections 201, 202, 203, 226, 226.7, 558, and 558.1.

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Failure to Provide Meal Periods; Failure to Report Wages Due for Failing to Provide Meal Periods; and Failing to Pay Wages for Failing to Provide Meal Periods (Labor Code Sections 201, 202, 203, 226, 226.7, 510, 512, 558, 558.1, 1194, and 1194.2)

Plaintiff further alleges that Defendants regularly failed to provide thirty-minute, duty-free meal periods to Plaintiff when Plaintiff worked shifts longer than five (5) hours, by requiring Plaintiff to remain on duty and tend to Defendants' business needs. Defendants failed to inform Plaintiff that he could take thirty-minute, duty-free meal periods for shifts lasting longer than five (5) hours. Defendants failed to *report* the wage premiums due to Plaintiff, for meal period violations, on Plaintiff's wage statements, and all hours worked. Defendants also failed to *pay* Plaintiff wage premiums for these meal period violations, and for all hours worked. On information and belief, Plaintiff alleges that these practices were common to other employees. These practices violate Labor Code sections 201, 202, 203, 226, 226.7, 510, 558, 558.1, 1194, and 1194.2.

Failure to Reimburse for Necessary Business Expenses (Labor Code Section 2802)

Plaintiff alleges that Defendants required Plaintiff to use his cell phone for work-related purposes. Defendants required that Plaintiff use his personal cellphone to make appointments and speak with his manager. Defendants failed to reimburse Plaintiff for expenses Plaintiff incurred relating to the use of his personal cellphone. On information and belief, Plaintiff alleges that these practices were common to other employees. These practices violate Labor Code section 2802.

Failure to Keep Accurate Payroll Records (Labor Code Section 226, 226.3, 1174, and 1174.5)

Labor Code section 226, subdivision (a), requires employers to furnish employees with accurate itemized wage statements reflecting the total hours worked, gross and net wages, applicable hourly rates, and corresponding number of hours worked at each hourly rate. Labor Code section 1174 further requires employers to keep accurate payroll records that include "the hours worked daily" by employees.

Defendants failed to maintain complete and accurate payroll records and failed to provide Plaintiff with complete and accurate wage statements. Specifically, Plaintiff received wage statements that failed to include, without limitation, all rest and meal break premiums earned per pay period, reimbursements for all necessary business expenditures, compensation for actual hours worked at the appropriate rate, number of hours worked at each hourly rate, the correct overtime rate, and gross and net wages earned. Plaintiff alleges that these practices were common to other employees. This conduct is in violation of Labor Code sections 226, 226.3, 1174, and 1174.5.

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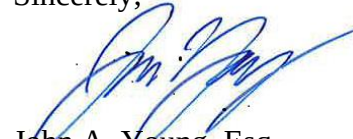
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Conclusion

Should the LWDA decline to investigate the violations alleged in this letter, Mr. Arredondo intends to bring a PAGA action, and seek civil penalties on behalf of the LWDA, himself, and other employees. Thank you for your consideration.

Sincerely,



John A. Young, Esq.

MAHONEY LAW GROUP, APC

PROOF OF SERVICE

Code of Civ. Proc. § 1013a, subd. (3)

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 249 East Ocean Boulevard, Suite 814, Long Beach, California, 90802.

On **December 26, 2024**, I served [X] true copies [] originals of the following document(s): **FIRST AMENDED COMPLAINT FOR DAMAGES**. I served the document(s) on the person(s) below as follows:

Al Mohajerian, CSBN 182013 Mohajerian, APLC 1901 Avenue of the Stars, Suite 1100 Los Angeles, California 90067	Attorneys for Defendant Buena Vida Transportation Inc Telephone: (310) 556-3800 Facsimile: (310) 556-3817 Email: al@mohajerian.com
Estefania Salazar 9329 Mines Ave Pico Rivera, CA 90660	Agent for defendant Sunset Transport Inc.
Varduhi Babayan 447 2nd Street Hermosa Beach, CA 90254	Agent for defendant HealthyLife Inc.

The document(s) were served by the following means:

☒ **By e-mail:** Based upon court order or an agreement of the parties to accept service by e-mail, I caused the document(s) to be sent to the persons at the electronic service addresses listed above from the email address nvaldez@mahoney-law.net. Within a reasonable time after the transmission, no error, electronic message or any other indication that the transmission was unsuccessful was received.

☒ **(State):** I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on **December 26, 2024**, at Long Beach, California.



Nancy Valdez