

1 Kane Moon (SBN 249834)
2 Allen Feghali (SBN 301080)
3 Jacquelyne P. VanEmmerik (SBN 339338)
4 **MOON LAW GROUP, P.C.**
5 725 South Figueroa Street, 31st Floor
6 Los Angeles, California 90017
7 Telephone: (213) 232-3128
8 Facsimile: (213) 232-3125
9 Email: kmoon@moonlawgroup.com
10 Email: afeghali@moonlawgroup.com
11 Email: jvanemmerik@moonlawgroup.com

12 Attorneys for Plaintiffs,
13 Raymond Kietsathit and Andrew Ocon

ELECTRONICALLY FILED
Superior Court of California
County of Sacramento
10/08/2024
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9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
10 **FOR THE COUNTY OF SACRAMENTO**

11 RAYMOND KIETSATHIT and ANDREW
12 OCON, on behalf of all others similarly situated,

13 Plaintiffs,

14 vs.

15 CENTRAL TRANSPORT LLC; and DOES 1
16 through 10, inclusive,

17 Defendants.
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Case No.: **24CV020371**

**REPRESENTATIVE ACTION
COMPLAINT:**

1. Civil Penalties Under PAGA [Cal. Lab.
Code §§ 2698, *et seq.*]

DEMAND FOR JURY TRIAL

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1 Plaintiffs Raymond Kietsathit and Andrew Ocon (“Plaintiffs”), based upon facts that either
2 have evidentiary support or are likely to have evidentiary support after a reasonable opportunity for
3 further investigation and discovery, allege as follows:

4 **INTRODUCTION & PRELIMINARY STATEMENT**

5 1. Plaintiffs bring this action against Defendants Central Transport LLC and DOES 1
6 through 10 (collectively referred to as “Defendants”).

7 2. Plaintiffs bring this action against Defendants for civil penalties under the Private
8 Attorneys General Act of 2004 (“PAGA”), California Labor Code §§ 2698, *et. seq.*, stemming
9 from their failure to: pay minimum wages; pay overtime compensation; provide meal periods or
10 compensation in lieu thereof; maintain accurate records of hours worked and meal periods;
11 authorize and permit rest breaks or compensation in lieu thereof; indemnify necessary business
12 expenses; timely pay all wages to terminated employees; and provide accurate itemized wage
13 statements. Plaintiffs do not seek to recover anything other than civil penalties under PAGA.
14 Therefore, to the extent statutory violations are mentioned for wage violations, Plaintiffs do not
15 seek underlying general and/or special damages for those violations, restitution, or other damages.

16 3. Plaintiffs bring this action as a representative action on behalf of the State of
17 California and all past and present non-exempt, hourly-paid employees of Defendants who worked
18 in California during the applicable statute of limitations period (collectively, the “Aggrieved
19 Employees”).

20 4. For over fifty years, California courts have recognized that California wage-and-
21 hour laws serve the compelling public interest of fostering a stable job market. On this basis,
22 California courts have observed that violation of California wage-and-hour laws permeates all
23 economic strata and can destabilize the economic welfare of those employees who depend on the
24 timely and accurate payment of all entitled wages, premiums, and reimbursements. So fundamental
25 are California wage-and-hour laws that the Legislature has criminalized certain types of violations
26 and extended additional deterrent protection in the form of PAGA, which allows employees to step
27 into the shoes of the state to allege civil penalties against their respective employer. This is the
28 precise and sole nature of this Action.

1 5. Defendants own/owned and operate/operated an industry, business, and
2 establishment within the State of California, including Sacramento County. As such, and based
3 upon all the facts and circumstances incident to Defendants’ business in California, Defendants are
4 subject to the California Labor Code, Industrial Welfare Commission (“IWC”) Wage Orders, and
5 the California Business and Professions Code.

6 6. Despite these requirements, throughout the statutory period, Defendants maintained
7 a systematic, company-wide policy and practice of:

- 8 (a) Failing to pay employees for all hours worked, including all minimum and
9 overtime wages, in compliance with the California Labor Code and IWC
10 Wage Orders;
- 11 (b) Failing to provide employees with timely and duty-free meal periods,
12 maintain accurate records of all meal periods taken or missed, and pay an
13 additional hour’s pay for each workday a meal period violation occurred, in
14 compliance with the California Labor Code and IWC Wage Orders;
- 15 (c) Failing to authorize and permit employees to take timely and duty-free rest
16 periods and pay an additional hour’s pay for each workday a rest period
17 violation occurred, in compliance with the California Labor Code and IWC
18 Wage Orders;
- 19 (d) Failing to indemnify employees for necessary business expenses incurred, in
20 compliance with the California Labor Code and IWC Wage Orders;
- 21 (e) Willfully failing to pay employees all minimum wages, overtime wages,
22 meal period premium wages, and rest period premium wages due within the
23 time period specified by California law when employment terminates;
- 24 (f) Failing to maintain accurate records of the hours that employees worked, in
25 compliance with the California Labor Code and IWC Wage Orders; and
- 26 (g) Failing to provide employees with accurate, itemized wage statements
27 containing all the information required by the California Labor Code and
28 IWC Wage Orders.

7. On information and belief, Defendants, and each of them were on actual and constructive notice of the improprieties alleged herein and intentionally refused to rectify their unlawful policies. Defendants' violations, as alleged above, during all relevant times herein were willful and deliberate.

8. At all relevant times, Defendants were and are legally responsible for all of the unlawful conduct, policies, practices, acts, and omissions as described in each and all of the foregoing paragraphs as the employer of Plaintiffs and the Aggrieved Employees. Further, Defendants are responsible for each of the unlawful acts or omissions complained of herein under the doctrine of “respondeat superior.”

THE PARTIES

A. Plaintiffs

9. Plaintiffs are California residents who worked for Defendants in the County of Sacramento, State of California, as Drivers within the statutory period.

10. Plaintiffs reserve the right to seek leave to amend this complaint to add new plaintiffs, if necessary, in order to establish suitable representative(s) pursuant to *La Sala v. American Savings and Loan Association* (1971) 5 Cal.3d 864, 872, and other applicable law.

B. Defendants

11. Plaintiffs are informed and believe, and based upon that information and belief allege, that Defendants are:

- (a) Business entities with their principal places of business in Sacramento, California;
- (b) Business entities conducting business in numerous counties throughout the State of California, including in Sacramento County;
- (c) The former employers of Plaintiffs; and
- (d) The current and/or former employers of all Aggrieved Employees, who suffered and permitted Plaintiffs and the Aggrieved Employees to work and/or controlled their wages, hours, or working conditions.

1 12. Plaintiffs do not currently know the true names or capacities of the persons or
2 entities sued herein as DOES 1-10, inclusive, and therefore sue said Defendants by such fictitious
3 names. Each DOE Defendant was in some manner legally responsible for the damages suffered by
4 Plaintiffs and the Aggrieved Employees as alleged herein. Plaintiffs will amend this complaint to
5 set forth the true names and capacities of these Defendants when they have been ascertained,
6 together with appropriate charging allegations, as may be necessary.

7 13. At all times mentioned herein, the Defendants named as DOES 1-10, inclusive, and
8 each of them, were residents of, doing business in, availed themselves of the jurisdiction of, and/or
9 injured a significant number of the Plaintiffs and the Aggrieved Employees in the State of
10 California.

11 14. Plaintiffs are informed and believe and thereon allege that at all relevant times each
12 Defendant, directly or indirectly, or through agents or other persons, employed Plaintiffs and the
13 other employees described herein and exercised control over their wages, hours, and working
14 conditions.

15 15. Plaintiffs are informed and believe and thereon allege that, at all relevant times,
16 each Defendant was the principal, agent, partner, joint venturer, officer, director, controlling
17 shareholder, subsidiary, affiliate, parent corporation, successor in interest and/or predecessor in
18 interest of some or all of the other Defendants, and was engaged with some or all of the other
19 Defendants in a joint enterprise for profit, and bore such other relationships to some or all of the
20 other Defendants so as to be liable for their conduct with respect to the matters alleged below.

21 16. Plaintiffs are informed and believe and thereon allege that each Defendant acted
22 pursuant to and within the scope of the relationships alleged above, that each Defendant knew or
23 should have known about, and authorized, ratified, adopted, approved, controlled, aided, and
24 abetted the conduct of all other Defendants.

25 **ALLEGATIONS COMMON TO ALL CAUSES OF ACTION**

26 17. Plaintiffs are California residents who worked for Defendants in the County of
27 Sacramento, State of California, as Drivers during the statutory period. During the statutory period,
28

1 Plaintiffs were typically scheduled to work five (5) days in a workweek and occasionally in excess
2 of eight (8) hours in a single workday.

3 18. Throughout the statutory period, Defendants failed to pay Plaintiffs for all hours
4 worked (including minimum wages and overtime wages), failed to provide Plaintiffs with
5 uninterrupted meal periods, failed to authorize and permit Plaintiffs to take uninterrupted rest
6 periods, failed to indemnify Plaintiffs for necessary business expenses, failed to timely pay all final
7 wages to Plaintiffs when Defendants terminated Plaintiffs' employment, and failed to furnish
8 accurate wage statements to Plaintiffs. As discussed below, Plaintiffs' experience working for
9 Defendants was typical and illustrative.

10 19. Throughout the statutory period, Defendants maintained a policy and practice of
11 failing to pay Plaintiffs and the Aggrieved Employees for all hours worked (including minimum ,
12 straight time, and overtime wages). Plaintiffs and the Aggrieved Employees were required to work
13 off the clock and uncompensated. For example, Plaintiffs and the Aggrieved Employees were
14 required to use their own personal cellular telephones for work purposes, while off the clock and
15 uncompensated. Also, Plaintiffs and the Aggrieved Employees were required to perform pre-trip
16 inspections of vehicles while off the clock, and post-trip inspections while off the clock, as well as
17 loading/unloading time while off the clock, all of which was uncompensated. Also, Plaintiffs and
18 the Aggrieved Employees were required to perform duties that were non-productive, which were
19 unpaid, such as fueling vehicles and waiting for trailer deliveries, uncompensated. Also, Plaintiffs
20 and the Aggrieved Employees performed non-productive activities but were not paid all wages for
21 this time. Also, throughout the statutory period, Plaintiffs and the Aggrieved Employees received
22 different types of remuneration. However, Defendants failed to incorporate all remuneration when
23 calculating the correct overtime rate of pay, sick day rate of pay, and meal break premium rate of
24 pay, leading to underpayment. Also, Defendants failed to provide wage statements that included all
25 information required, such as the number of hours for "dock work pay" and other types of pay,
26 rates of pay for the same, and pieces/miles or "mileage pay" rates and hours. In doing so,
27 Defendants also failed to maintain accurate records of the hours Plaintiffs and the Aggrieved
28 Employees worked.

1 20. Throughout the statutory period, Defendants wrongfully failed to provide Plaintiffs
2 and the Aggrieved Employees with legally compliant meal periods. Defendants sometimes, but not
3 always, required Plaintiffs and the Aggrieved Employees to work in excess of five (5) consecutive
4 hours a day without providing 30-minute, continuous and uninterrupted, duty-free meal period for
5 every five (5) hours of work, or without compensating Plaintiffs and the Aggrieved Employees for
6 meal periods that were not provided by the end of the fifth hour of work or tenth hour of work.
7 Defendants also did not adequately inform Plaintiffs and the Aggrieved Employees of their right to
8 take a meal period by the end of the fifth hour of work, or, for shifts greater than ten (10) hours, by
9 the end of the tenth hour of work. Defendants also failed to accurately record meal periods.
10 Accordingly, Defendants' policy and practice was to not provide meal periods to Plaintiffs and the
11 Aggrieved Employees in compliance with California law.

12 21. Throughout the statutory period, Defendants wrongfully failed to authorize and
13 permit Plaintiffs and the Aggrieved Employees to take timely and duty-free rest periods.
14 Defendants sometimes, but not always, required Plaintiffs and the Aggrieved Employees to work in
15 excess of four (4) consecutive hours a day without Defendants authorizing and permitting them to
16 take a 10-minute, continuous and uninterrupted, rest period for every four (4) hours of work (or
17 major fraction of four hours), or without compensating Plaintiffs and the Aggrieved Employees for
18 rest periods that were not authorized or permitted. Defendants also did not adequately inform
19 Plaintiffs and the Aggrieved Employees of their right to take a rest period. Moreover, Defendants
20 did not have adequate policies or practices permitting or authorizing rest periods for Plaintiffs and
21 the Aggrieved Employees, nor did Defendants have adequate policies or practices regarding the
22 timing of rest periods. Defendants also did not have adequate policies or practices to verify
23 whether Plaintiffs and the Aggrieved Employees were taking their required rest periods. Further,
24 Defendants did not maintain accurate records of employee work periods, and therefore Defendants
25 cannot demonstrate that Plaintiffs and the Aggrieved Employees took rest periods during the
26 middle of each work period. Accordingly, Defendants' policy and practice was to not authorize and
27 permit Plaintiffs and the Aggrieved Employees to take rest periods in compliance with California
28 law.

1 22. Throughout the statutory period, Defendants wrongfully required Plaintiffs and the
2 Aggrieved Employees to pay expenses that they incurred in direct discharge of their duties for
3 Defendants without reimbursement. This included, without limitation, the purchase of tools and
4 equipment, such as gloves, hand tools, and mallets. Also, Plaintiffs and the Aggrieved Employees
5 were required to use their own personal cellular telephones for work purposes without
6 reimbursement.

7 23. Throughout the statutory period, Defendants willfully failed and refused to timely
8 pay Plaintiffs and the Aggrieved Employees at the conclusion of their employment all wages for all
9 minimum wages, overtime wages, meal period premium wages, and rest period premium wages.

10 24. Throughout the statutory period, Defendants failed to furnish Plaintiffs and the
11 Aggrieved Employees with accurate, itemized wage statements showing all applicable hourly rates,
12 and all gross and net wages earned (including correct hours worked, correct wages earned for hours
13 worked, correct overtime hours worked, correct wages for meal periods that were not provided in
14 accordance with California law, correct wages for rest periods that were not authorized and
15 permitted to take in accordance with California law, and Defendant's address). Further, the wage
16 statements do not show Defendant's address as required by California law. As a result of these
17 violations of California Labor Code § 226(a), the Plaintiffs and the Aggrieved Employees suffered
18 injury because, among other things:

- 19 (a) the violations led them to believe that they were not entitled to be paid
20 minimum wages, overtime wages, meal period premium wages, and rest
21 period premium wages to which they were entitled, even though they were
22 entitled;
- 23 (b) the violations led them to believe that they had been paid the minimum,
24 overtime, meal period premium, and rest period premium wages, even
25 though they had not been;
- 26 (c) the violations led them to believe they were not entitled to be paid minimum,
27 overtime, meal period premium, and rest period premium wages at the
28 correct California rate, even though they were;

- 1 (d) the violations led them to believe they had been paid minimum, overtime,
2 meal period premium, and rest period premium wages at the correct
3 California rate, even though they had not been;
- 4 (e) the violations hindered them from determining the amounts of minimum,
5 overtime, meal period premium, and rest period premium owed to them;
- 6 (f) in connection with their employment before and during this action, and in
7 connection with prosecuting this action, the violations caused them to have
8 to perform mathematical computations to determine the amounts of wages
9 owed to them, computations they would not have to make if the wage
10 statements contained the required accurate information;
- 11 (g) by understating the wages truly due them, the violations caused them to lose
12 entitlement and/or accrual of the full amount of Social Security, disability,
13 unemployment, and other governmental benefits;
- 14 (h) the wage statements inaccurately understated the wages, hours, and wages
15 rates to which Plaintiffs and the Aggrieved Employees were entitled, and
16 Plaintiffs and the Aggrieved Employees were paid less than the wages and
17 wage rates to which they were entitled.

18 Thus, Plaintiffs and the Aggrieved Employees are owed the amounts provided for in
19 California Labor Code § 226(e), including actual damages.

20 **FIRST CAUSE OF ACTION**

21 **(Against All Defendants for Civil Penalties Under the**

22 **Private Attorneys General Act of 2004, Cal. Lab. Code §§ 2698, *et. seq.*)**

23 25. Plaintiffs incorporate by reference and re-allege all preceding paragraphs as though
24 fully set forth herein.

25 26. At all times herein mentioned, Defendants were subject to the California Labor
26 Code and applicable IWC Orders. California Labor Code § 2699(a) specifically provides for a
27 private right of action to recover penalties for violations of the Labor Code:
28

1 “Notwithstanding any other provision of law, any provision of this code that provides for a
2 civil penalty to be assessed and collected by the Labor and Workforce Development
3 Agency or any of its departments, divisions, commissions, boards, agencies, or employees,
4 for a violation of this code, may, as an alternative, be recovered through a civil action
brought by an aggrieved employee on behalf of the employee and other current or former
employees against whom a violation of the same provision was committed pursuant to the
procedures specified in Section 2699.3.”

5 27. Plaintiffs have exhausted their administrative remedies pursuant to California Labor
6 Code § 2699.3. On July 24, 2024, and July 30, 2024, respectively, Plaintiffs Raymond Kietsathit
7 and Andrew Ocon gave written notice by online filing to the Labor and Workforce Development
8 Agency and by certified mail to Defendants of the specific provisions of the Labor Code that
9 Defendants violated against Plaintiffs and certain current and former Aggrieved Employees,
10 including the facts and theories to support the violations. Plaintiffs also paid their respective filing
11 fees. Plaintiff Raymond Kietsathit’s PAGA case number is LWDA-CM-1041589-24, and Plaintiff
12 Andrew Ocon’s PAGA case number is LWDA-CM-1042589-24.

13 28. More than sixty-five (65) days have elapsed since Plaintiffs provided notice, but the
14 Labor and Workforce Development Agency has not indicated that it intends to investigate
15 Defendants’ Labor Code violations discussed in the notice. Accordingly, Plaintiffs may commence
16 a civil action to recover penalties under Labor Code § 2699, pursuant to § 2699.3, for the violations
17 of the Labor Code described in this Complaint. These penalties include, but are not limited to,
18 penalties under California Labor Code §§ 1194, 2802, 226, and 2699(f)(2).

19 29. In addition, Plaintiffs seek penalties for Defendants’ violation of California Labor
20 Code § 1174(d). Pursuant to California Labor Code § 1174.5, any person, including any entity,
21 employing labor who willfully fails to maintain accurate and complete records required by
22 California Labor Code § 1174 is subject to a penalty under § 1174.5. Pursuant to the applicable
23 IWC Order § 7(A)(3), every employer shall keep time records showing when the employee begins
24 and ends each work period. Meal periods, and total hours worked daily shall also be recorded.
25 Additionally, pursuant to the applicable IWC Order § 7(A)(5), every employer shall keep total
26 hours worked in the payroll period and applicable rates of pay.

27 30. During the time period of employment for Plaintiffs and the Aggrieved Employees,
28 Defendants failed to maintain records pursuant to the Labor Code and IWC Orders by failing to

1 maintain accurate records showing meal periods. Defendants' failure to provide and maintain
2 records required by the Labor Code IWC Wage Orders deprived Plaintiffs and the Aggrieved
3 Employees the ability to know, understand and question the accuracy and frequency of meal
4 periods. Therefore, Plaintiffs and the Aggrieved Employees had no way to dispute the resulting
5 failure to pay wages, all of which resulted in an unjustified economic enrichment to Defendants.
6 As a direct result, Plaintiffs and the Aggrieved Employees have suffered and continue to suffer,
7 substantial losses related to the use and enjoyment of such wages, lost interest on such wages and
8 expenses and attorney's fees in seeking to compel Defendants to fully perform its obligation under
9 state law, all to their respective damage in amounts according to proof at trial. Because of
10 Defendants' knowing failure to comply with the Labor Code and applicable IWC Wage Orders,
11 Plaintiffs and the Aggrieved Employees have also suffered an injury in that they were prevented
12 from knowing, understanding, and disputing the wage payments paid to them.

13 31. Based on the conduct described in this Complaint, Plaintiffs are entitled to an award
14 of civil penalties on behalf of the State of California and all Aggrieved Employees of Defendants.
15 The exact amount of the applicable penalties, in all, is in an amount to be shown according to proof
16 at trial. These penalties are in addition to all other remedies permitted by law. In addition, Plaintiffs
17 seek an award of reasonable attorney's fees and costs pursuant to California Labor Code §
18 2699(g)(1), which states, "Any employee who prevails in any action shall be entitled to an award
19 of reasonable attorney's fees and costs."

20 **PRAYER FOR RELIEF**

21 Plaintiffs, on behalf of the State of California and all Aggrieved Employees, pray for relief
22 and judgment against Defendants, jointly and severally, as follows:

23 1. That the Court declare, adjudge, and decree that Defendants violated the California
24 Labor Code by failing to pay wages for all hours worked (including minimum, straight time, and
25 overtime wages), failing to provide meal periods, failing to authorize and permit rest periods,
26 failing to furnish accurate itemized wage statements, and failing to maintain accurate records of all
27 hours worked and meal periods;
28

- 1 2. That the Court award civil penalties on behalf of all Aggrieved Employees, pursuant
2 to PAGA;
3 3. That the Court award pre-judgment and post-judgment interest at the maximum rate
4 allowed;
5 4. That the Court award attorney's fees and costs reasonably incurred;
6 5. That the Court award injunctive and declaratory relief to the extent allowed by
7 PAGA; and
8 6. That the Court award such other and further relief that the Court deems proper.

9
10 Dated: October 7, 2024

Respectfully submitted,

11 MOON LAW GROUP, P.C.

12
13 By: /s/ Kane Moon

Kane Moon, Esq.

14 Allen Feghali, Esq.

Jacquelyne VanEmmerik, Esq.

15 Attorneys for Plaintiffs,

16 Raymond Kietsathit and Andrew Ocon

17 **DEMAND FOR JURY TRIAL**

18 Plaintiffs demand a trial by jury as to all causes of action triable by jury.

19
20 Dated: October 7, 2024

MOON LAW GROUP, P.C.

21 By: /s/ Kane Moon

22 Kane Moon, Esq.

23 Allen Feghali, Esq.

Jacquelyne VanEmmerik, Esq.

24 Attorneys for Plaintiffs,

25 Raymond Kietsathit and Andrew Ocon
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