

1 Daniel Ginzburg (327338)
2 dan@frontierlawcenter.com
3 **FRONTIER LAW CENTER**
4 23901 Calabasas Road, Suite 1084
5 Calabasas, CA 91302
6 Telephone: (818) 914-3433
7 Facsimile: (818) 914-3433

Electronically FILED by
Superior Court of California,
County of Los Angeles
3/14/2025 5:47 PM
David W. Slayton,
Executive Officer/Clerk of Court,
By F. Caldera, Deputy Clerk

Attorneys for Plaintiff DALE WHITEHEAD,
individually and on behalf of all others similarly situated

IN THE SUPERIOR COURT OF CALIFORNIA

COUNTY OF LOS ANGELES

DALE WHITEHEAD, individually and on
behalf of all others similarly situated,

Plaintiff(s),

v.

360 GLOBAL TRANSPORTATION INC; and
DOES 1 through 100,

Defendant(s).

Case No. **25CMCV00439**

COMPLAINT

1. **Failure to Provide Complaint Rest Breaks**
2. **Failure to Pay All Hours Worked**
3. **Failure to Pay All Overtime Owed**
4. **Failure to Reimburse Work-Related Expenses**
5. **Wage Statement Violation**
6. **Waiting Time Penalties**
7. **Violation of Unfair Competition**
8. **Private Attorneys General Act**

RELEVANT PARTIES

1. Plaintiff Dale Whitehead ("Plaintiff") is an adult resident of Los Angeles County, California, and was at all times relevant residing in Los Angeles County, California.

2. Defendant 360 Global Transportation Inc ("Defendant") is a California corporation with its principal place of business located in Los Angeles County, California. Defendant is registered to and does conduct business in the State of California and is subject to the laws of the State of California. All acts and omissions of Defendant employees as alleged herein occurred while they were acting within the course and scope of their employment.

///

1 3. Plaintiff is unaware of the true names or capacities of the Defendants sued herein as DOES 1
2 through 100, inclusive (“Doe Defendants”), and therefore sues said Doe Defendants by such
3 fictitious names. Plaintiff will seek leave of this Court to amend this Complaint to insert the true
4 names and capacities of such Doe Defendants when such information has been obtained. Plaintiff is
5 informed and believes, and based on such information and belief alleges, that each of the fictitiously
6 named Doe Defendants has participated in some way in the wrongful acts and omissions alleged
7 below, and is liable to Plaintiff for damages and other relief to which Plaintiff is entitled. Defendant
8 and Doe Defendants are collectively referred to as “Defendants”.

9 **JURISDICTION AND VENUE**

10 4. This action is properly filed in Los Angeles County because the acts and omissions that give
11 rise to Plaintiff’s claims took place in Los Angeles County, and Defendants transact substantial
12 business in this County.

13 5. This Court has jurisdiction over Defendants because Defendants’ unlawful conduct as
14 alleged herein occurred in Los Angeles County, California and Plaintiff suffered damages from
15 such conduct within Los Angeles County, California.

16 **FACTUAL ALLEGATIONS**

17 6. At all times relevant, Plaintiff was Defendants’ employee.

18 7. Plaintiff was employed by Defendants from January 3, 2024.

19 8. Defendant failed to provide Plaintiff with compliant rest breaks because Plaintiff was
20 required to remain on duty. Despite not being provided with compliant rest breaks, Defendant did
21 not pay premium pay for these missed breaks at Plaintiff’s regular rate of pay.

22 9. Defendants failed to pay Plaintiff for all hours worked because Plaintiff was required to
23 remain on duty during rest breaks but was not compensated for the time spent working during these
24 breaks.

25 10. Defendants failed to pay Plaintiff all overtime owed because Plaintiff usually worked 8
26 hours in a day and 40 hours in a week and thus any unpaid time was necessarily overtime.

27 ///

28 ///

1 11. Defendants failed to reimburse Plaintiff for all work-related expenses because Plaintiff was
2 required to pay half the cost of a “lock load” for roughly \$75 in order to perform their work duties,
3 but Defendants did not reimburse Plaintiff for these expenses.

4 12. Defendants failed to provide Plaintiff with accurate wage statements because the wage
5 statements issued to Plaintiff did not accurately list total wages owed and hours worked, among
6 other things.

7 13. Due to Defendants’ failure to pay all wages due to Plaintiff during their employment, it
8 follows that Defendant failed to pay all wages due at the conclusion of Plaintiff’s employment as
9 well. Therefore, Defendants are liable to Plaintiff for waiting time penalties.

10 14. The applicable Wage Order provides that “[a]ll working employees shall be provided with
11 suitable seats when the nature of the work reasonably permits the use of seats.” It further states that
12 “[w]hen employees are not engaged in the active duties of their employment and the nature of the
13 work requires standing, an adequate number of suitable seats shall be placed in reasonable
14 proximity to the work area and employees shall be permitted to use such seats when it does not
15 interfere with the performance of their duties.”

16 15. Here, although Plaintiff and the Aggrieved Employees could have performed their job duties
17 while seated, Defendants failed to provide suitable seating. Furthermore, Plaintiff and the
18 Aggrieved Employees should have been provided with seats for use while not actively performing
19 their work duties, but such seating was not provided.

20 **PAGA ALLEGATIONS**

21 16. Pursuant to Labor Code section 2699(a), any provision of the Labor Code which provides
22 for a civil penalty to be assessed and collected by the Labor and Workforce Development Agency
23 (“LWDA”) for violations of the Labor Code may, as an alternative, be recovered through a civil
24 action brought by an aggrieved employee on behalf of himself or herself and other current or former
25 employees pursuant to the procedures outlined in Labor Code section 2699.3.

26 ///

27 ///

28 ///

17. Pursuant to Labor Code section 2699.3, an aggrieved employee may pursue a civil action under PAGA after the following requirement have been met:

18. The aggrieved employee has provided written notice by online filing to the LWDA and by certified mail to the employer (hereinafter “Employee’s Notice”) of the specific provisions of the Labor Code alleged to have been violated, including the facts and theories to support the alleged violations; and

19. The LWDA has provided notice (hereinafter “LWDA’s Notice”) to the employer and the aggrieved employee by certified mail that it does not intend to investigate the aggrieved employee’s claims. Upon receipt of the LWDA’s Notice, or if the LWDA does not provide such Notice within 65 calendar days of the postmark date of the Employee’s Notice, the aggrieved employee may commence a civil action pursuant to Labor Code section 2699 to recover civil penalties in addition to any other penalties to which the employee may be entitled.

20. On September 16, 2024, Plaintiff provided written notice by online filing to the LWDA and by certified mail to Defendants of specific provisions of the Labor Code alleged to have been violated by Defendants, including the facts and theories to support the alleged violations.

21. The 65-day notice period has elapsed, and the LWDA did not provide Plaintiff with written notice that it intends to investigate the alleged violations of the Labor Code. Thus, Plaintiff seeks PAGA Penalties on behalf of all Aggrieved Employees.

22. The Aggrieved Employees are defined as “All other nonexempt, hourly employees, current and former, who were employed by Defendants within one year prior to September 16, 2024, through final disposition of this action.”

FIRST CAUSE OF ACTION

Failure to Provide Compliant Rest Periods

By Plaintiff Against All Defendants

23. Plaintiff incorporates by reference the paragraphs above.

24. Labor Code section 226.7 and the Wage Orders requires employers to authorize and permit its employees to take rest periods based on the total hours worked daily at the rate of 10 minutes net per four hours or major fraction thereof.

1 25. Furthermore, “[d]uring rest periods employers must relieve employees of all duties and
2 relinquish control over how employees spend their time.” (*Augustus v. ABM Sec. Servs., Inc.*, 2 Cal.
3 5th 257, 269 (2016)).

4 26. Defendants failed to provide Plaintiff with compliant rest breaks as alleged herein.

5 27. For each day that Defendants failed to provide Plaintiff with a compliant rest break,
6 Defendants were required to remit premium pay pursuant to Labor Code section 226.7(c), which is
7 one additional hour of pay at Plaintiff’s regular rate of pay. (*Ferra v. Loews Hollywood Hotel, LLC*,
8 11 Cal. 5th 858 (2021)).

9 28. Defendants failed to pay premium pay at Plaintiff’s regular rate of pay for each day a rest
10 break was missed.

11 29. Plaintiff is therefore entitled to recover premium pay for missed rest breaks, interest,
12 penalties, attorney fees, and costs.

13 **SECOND CAUSE OF ACTION**

14 **Failure to Pay for All Hours Worked**

15 **By Plaintiff Against All Defendants**

16 30. Plaintiff incorporates by reference the paragraphs above.

17 31. Labor Code sections 558 and 1194 and the Wage Orders require an employer to pay
18 employees minimum wages for all hours worked fewer than eight hours in a day and/or fewer than
19 40 hours in a workweek.

20 32. Defendants failed to pay Plaintiff for all hours worked as alleged herein.

21 33. Plaintiff is therefore entitled to recover all unpaid wages, liquidated damages, interest,
22 penalties, attorney fees, and costs.

23 **FOURTH CAUSE OF ACTION**

24 **Failure to Pay All Overtime Owed**

25 **By Plaintiff Against All Defendants**

26 34. Plaintiff incorporates by reference the paragraphs above.

27 ///

28 ///

1 35. Labor Code section 510 provides that “[a]ny work in excess of eight hours in one workday
2 and any work in excess of 40 hours in any one workweek and the first eight hours worked on the
3 seventh day of work in any one workweek shall be compensated at the rate of no less than one and
4 one-half times the regular rate of pay for an employee.”

5 36. Defendants failed to pay Plaintiff all overtime wages owed as alleged herein.

6 37. Plaintiff is therefore entitled to recover all unpaid overtime wages, liquidated damages,
7 interest, penalties, attorney fees, and costs.

8 **FIFTH CAUSE OF ACTION**

9 **Failure To Reimburse Work-Related Expenses**

10 **By Plaintiff Against All Defendants**

11 38. Plaintiff incorporates by reference the paragraphs above.

12 39. Pursuant to Labor Code section 2802, an employer shall indemnify his or her employee for
13 all necessary expenditures or losses incurred by the employee in direct consequence of the
14 employee's discharge of his or her duties.

15 40. Defendants failed to reimburse Plaintiff for all work-related expenses as alleged herein.

16 41. Plaintiff is therefore entitled to reimbursement for all work-related expenses, penalties,
17 attorney fees, and costs.

18 **SIXTH CAUSE OF ACTION**

19 **Wage Statement Penalties**

20 **By Plaintiff Against All Defendants**

21 42. Plaintiff incorporates by reference the paragraphs above.

22 43. Labor Code section 226(a) requires employers to provide itemized wage statements to its
23 employees that identify accurate information regarding their compensation. Defendants, as a matter
24 of policy and practice, failed in its affirmative obligation to provide accurate itemized wage
25 statements to Plaintiff in violation of Labor Code section 226(a).

26 44. As alleged herein, the wage statements that Defendants issued to Plaintiff were inaccurate
27 and incomplete.

28 ///

1 45. Defendants knowingly and intentionally issued wage statements that were inaccurate and
2 incomplete, and the issuance of inaccurate and incomplete wage statements caused injury to
3 Plaintiff in that Plaintiff was unable to accurately verify and/or calculate their wages.

4 46. Plaintiff is therefore entitled to the recovery of wage statement penalties, attorney fees, and
5 costs.

6 **SEVENTH CAUSE OF ACTION**

7 **Waiting Time Penalties**

8 **By Plaintiff Against All Defendants**

9 47. Plaintiff incorporates by reference the paragraphs above.

10 48. Labor Code sections 201 and 202 require that an employer provide an employee with all
11 wages due and payable either: (a) immediately upon termination, or (b) within 3 days of the
12 employee's resignation.

13 49. Labor Code section 203 provides that if an employer willfully fails to pay wages owed in
14 accordance with Labor Code sections 201 or 202, then the wages of the employee continue as a
15 penalty from the due date at the same rate until paid or until an action is commenced, not to exceed
16 thirty days.

17 50. As alleged herein, Defendants willfully did not pay Plaintiff all wages owed at the
18 conclusion of employment.

19 51. Plaintiff is therefore entitled to the recovery of waiting time penalties, interest, attorney fees,
20 and costs.

21 **EIGHTH CAUSE OF ACTION**

22 **Violation of Unfair Competition Law**

23 **By Plaintiff Against All Defendants**

24 52. Plaintiff incorporates by reference the paragraphs above.

25 53. Defendants' conduct described herein constitutes unfair competition.

26 ///

27 ///

28 ///

1 54. Specifically, Defendants have gained an unfair advantage over other similarly situated
2 businesses by unlawfully reducing their overhead costs by not paying their employees what they are
3 owed.

4 55. Pursuant to Business and Professions Code 17203, Plaintiff is entitled to restitution of all
5 wrongfully withheld wages.

6 56. Plaintiff may recover attorney fees pursuant to Code of Civil Procedure section 1021.5.

7 **NINTH CAUSE OF ACTION**

8 **Private Attorneys General Act**

9 **By Plaintiff and the Aggrieved Employees Against All Defendants**

10 57. Plaintiff incorporates by reference the paragraphs above.

11 58. PAGA permits Plaintiff and the Aggrieved Employees to recover civil penalties for the
12 violation(s) of the Labor Code.

13 59. As alleged herein, Defendants' conduct violates numerous sections of the Labor Code.

14 60. With respect to violations of Labor Code section 226.7 for Defendants' failure to provide
15 Plaintiff and the Aggrieved Employees with compliant rest periods or compensation in lieu thereof,
16 the penalties in Labor Code section 2699 apply.

17 61. With respect to violations of Labor Code section 1197 for Defendants' failure to compensate
18 Plaintiff and the Aggrieved Employees for all minimum wages earned, the penalties in Labor Code
19 sections 1197.1 and 2699 apply.

20 62. With respect to violations of Labor Code section 510 for Defendants' failure to compensate
21 Plaintiff and the Aggrieved Employees for all overtime wages earned, the penalties in Labor Code
22 sections 558, 1197.1, and 2699 apply.

23 63. With respect to violations of Labor Code section 226(a) for failure to provide accurate wage
24 statements to Plaintiff and the Aggrieved Employees, the penalties in Labor Code sections 226.3
25 and 2699 apply.

26 64. With respect to violations of Labor Code section 203 for failure to pay all wages due to
27 Plaintiff and the Aggrieved Employees and the conclusion of their employment, the penalties in
28 Labor Code section 2699 apply.

1 65. With respect to violations of Labor Code section 2802 for failure to reimburse Plaintiff and
2 the Aggrieved Employees for all work-related expenses, the penalties in Labor Code section 2699
3 apply.

4 66. With respect to violations of Labor Code section 1198 and the relevant wage order for
5 failure to provide Plaintiff and the Aggrieved Employees with suitable seating, the penalties in
6 Labor Code section 2699 apply.

7 67. Pursuant to Labor Code section 2699(k)(1), Plaintiff further seeks public injunctive relief in
8 the form of an Order enjoining Defendants from continuing to violate the California Labor Code in
9 the manner alleged herein.

10 68. Additionally, Plaintiff and the Aggrieved Employees are entitled to attorney's fees pursuant
11 to Labor Code section 2699(g).

12 **PRAYER FOR RELIEF**

13 WHEREFORE, Plaintiff prays for judgment against Defendants as follows:

14 **First Cause of Action**

- 15 1. Damages and/or penalties pursuant to Labor Code section 226.7
- 16 2. Interest
- 17 3. Attorneys' fees
- 18 4. Costs
- 19 5. Other relief the court deems proper

20 **Second Cause of Action**

- 21 1. Damages and/or penalties pursuant to Labor Code sections 558, 1194, 1197, and 1197.1
- 22 2. Liquidated damages
- 23 3. Interest
- 24 4. Attorneys' fees
- 25 5. Costs
- 26 6. Other relief the court deems proper

27 ///

28 ///

1 Third Cause of Action

- 2 1. Damages and/or penalties pursuant to Labor Code sections 510, 558, and 1194
3 2. Interest
4 3. Attorneys' fees
5 4. Costs
6 5. Other relief the court deems proper

7 Fourth Cause of Action

- 8 1. Reimbursement of all work-related expenses
9 2. Attorneys' fees
10 3. Costs
11 4. Other relief the court deems proper

12 Fifth Cause of Action

- 13 1. Penalties pursuant to Labor Code section 226
14 2. Attorneys' fees
15 3. Costs
16 4. Other relief the court deems proper

17 Sixth Cause of Action

- 18 1. Penalties pursuant to Labor Code section 203
19 2. Attorneys' fees
20 3. Costs
21 4. Other relief the court deems proper

22 Seventh Cause of Action

- 23 1. Restitution of all wrongfully withheld wages
24 2. Attorneys' fees
25 3. Costs
26 4. Other relief the court deems proper

27 ///

28 ///

1 Eighth Cause of Action

- 2 1. All applicable civil penalties available pursuant to Labor Code section 2698, et seq.
- 3 2. Public injunctive relief in the form of an Order enjoining Defendants from continuing to
- 4 violate the California Labor Code in the manner alleged herein
- 5 3. Attorneys' fees
- 6 4. Costs
- 7 5. Other relief the court deems proper

8

9 DATED: March 14, 2025

FRONTIER LAW CENTER

10 /s/ Daniel Ginzburg

DANIEL GINZBURG

11 Attorney for Plaintiff

12 DALE WHITEHEAD, individually

13 and on behalf of all others similarly

14 situated

15

16

17

18

19

20

21

22

23

24

25

26

27

28