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11 and all others similarly situated and aggrieved

12 **UNITED STATES DISTRICT COURT**
13 **CENTRAL DISTRICT OF CALIFORNIA**

14 ANTHONY POWERS, an individual,
15 on behalf of himself and all others
16 similarly situated and aggrieved,

17 Plaintiff,

18 vs.

19 GEODIS LOGISTICS LLC, a
20 Tennessee Limited Liability Company;
21 REAL TIME STAFFING SERVICES,
22 LLC dba PROLOGISTIX, a California
23 Limited Liability Company; and DOES
24 1 through 25, inclusive,

25 Defendants.

Case No.: 5:25-cv-00010-JGB-DTB

**FIRST AMENDED CLASS ACTION AND
PAGA REPRESENTATIVE ACTION
COMPLAINT**

**(1) FAILURE TO PROVIDE MEAL
PERIODS;**

**(2) FAILURE TO PROVIDE REST
BREAKS;**

**(3) FAILURE TO PAY MINIMUM
WAGES;**

**(4) FAILURE TO PAY OVERTIME
WAGES;**

**(5) FAILURE TO FURNISH TIMELY
AND ACCURATE WAGE
STATEMENTS;**

**(6) FAILURE TO PAY ALL WAGES
UPON SEPARATION;**

**(7) FAILURE TO REIMBURSE ALL
NECESSARY, BUSINESS-RELATED
EXPENSES;**

(8) VIOLATION OF CALIFORNIA'S

UNFAIR COMPETITION LAW (“UCL”), CAL. BUS. & PROF. CODE § 17200, *ET SEQ.*; AND

(9) CIVIL PENALTIES FOR VIOLATIONS OF LABOR CODE, PURSUANT TO CALIFORNIA’S PRIVATE ATTORNEYS GENERAL ACT (“PAGA”), §§ 2698, *ET SEQ.*

DEMAND FOR JURY TRIAL

CLASS ACTION AND REPRESENTATIVE ACTION COMPLAINT

Plaintiff ANTHONY POWERS (“Plaintiff” or “POWERS”), on behalf of himself and all others similarly situated and aggrieved, by and through his attorneys, Abramson Labor Group, hereby files this First Amended Class Action and Private Attorneys General Act of 2004 (“PAGA”) Representative Action Complaint against Defendants GEODIS LOGISTICS LLC (“GEODIS”), a Tennessee Limited Liability Company; REAL TIME STAFFING SERVICES, LLC doing business as PROLOGISTIX (“REAL TIME STAFFING”), a California Limited Liability Company; and DOES 1 through 25 inclusive, (collectively, “Defendants”), and states as follows:

I. INTRODUCTION

1. Plaintiff brings this class and representative action on behalf of himself, on behalf of a class defined as all current and former hourly non-exempt employees of GEODIS LOGISTICS LLC—whether direct-hire employees of GEODIS LOGISTICS LLC since October 11, 2024 or temporary employees placed by REAL TIME STAFFING SERVICES, LLC doing business as PROLOGISTIX—in California at any time during the Class Period beginning four years prior to the filing of this Complaint through the present (“Class Period”), and on behalf of all Aggrieved Persons who worked for Defendants as hourly, non-exempt employees in California at any time during the period beginning one year prior to the PAGA letter (defined below) through the present (“PAGA Period”).

2. This is also an enforcement action under the Labor Code Private Attorneys General Act of 2004, California Labor Code section 2698 *et seq.* (“PAGA”) to recover civil penalties and any other available relief on behalf of Plaintiff, the State of California, and other current and former employees who work or worked for Defendants in California as non-exempt, hourly employees and who received at least one wage statement during their employment, and against whom one or more violations of any provision in Division 2, Part 2, Chapter 1 of the Labor Code or any provision regulating hours and days of work in the applicable Industrial Welfare Commission (“IWC”) Wage Order were committed,

1 as set forth in this complaint (“Aggrieved Employees”), at any time between one year and
2 65 days prior to the filing of this amended complaint (i.e., September 4, 2023) until
3 judgment (the “PAGA Period”¹). Plaintiff’s share of civil penalties sought in this action
4 does not exceed \$75,000.

5 3. Defendant GEODIS owns and operates a business in the transportation
6 industry providing customized transportation, warehousing, global logistics, and supply
7 chain solutions to customers nationally and internationally and is operating in California,
8 with multiple facilities throughout California including in Carson, City of Industry,
9 Compton, Fontana, Jurupa Valley, Ontario, Redlands, Rialto, Riverside, San Bernardino,
10 San Jose, Santa Monica, and Torrance.²

11 4. Defendant REAL TIME STAFFING operates a staffing agency serving
12 customers throughout California, including Defendant GEODIS. Defendant REAL TIME
13 STAFFING’S services include staffing employing across a variety of industries
14 nationwide.

15 5. Defendants’ policy and practice is to deny earned wages, including premium
16 and overtime pay, to their nonexempt employees in California. Defendants do not provide
17 their employees with legally compliant meal periods and rest breaks nor premium pay in
18 lieu thereof. Additionally, Defendants require their employees to be present and to
19 perform work uncompensated in excess of eight hours per day and/or 40 hours per work
20 week by mandating that these employees perform various forms of compensable work off-
21 the-clock including, but not limited to, regularly returning to work from meal periods early
22 (before 30 minutes elapsed) to resume work while not actually clocking in until the 30-
23 minute meal period ended. Likewise, Defendants do not provide minimum wages and
24 overtime pay for this off-the-clock time. These off-the-clock waiting periods exist for the
25

26
27 ¹ As to direct-hire employees of Defendant GEODIS, their PAGA Period instead begins
October 11, 2024 through the present because of a prior settlement in another case.

28 ² <https://geodis.com/us-en/about-us> (last accessed November 5, 2024).

1 sole benefit of Defendants and occurred frequently and regularly at Defendants' locations
2 throughout California. This illegal practice has been in effect by Defendants since at least
3 the start of the Class Period.

4 6. Moreover, Defendants fail to timely compensate employees for all wages
5 earned upon separation and fail to properly and accurately calculate minimum wages and
6 overtime wages and report wages earned, hours worked, and wage rates. For these
7 reasons, Plaintiff brings this action on behalf of himself and other hourly, nonexempt
8 employees of Defendants to recover unpaid wages, overtime compensation, penalties,
9 interest, injunctive relief, damages, and reasonable attorneys' fees and costs.

10 7. Defendants' deliberate failure to pay their hourly, nonexempt employees
11 their earned wages and overtime compensation violates the California Labor Code and
12 California's Unfair Competition Law, codified under California's Business & Professions
13 Code.

14 8. Defendants fail to reimburse Plaintiff and Class Members for a variety of
15 unreimbursed business expenses including for the purchase of slip-resistant shoes, steel
16 toed boots, and gloves, each of which was required to complete tasks during their shifts.

17 9. Plaintiff brings a class action under the California Code of Civil Procedure
18 section 382 against all Defendants on behalf of all hourly, nonexempt employees of
19 Defendants in California for failing to provide compliant meal periods and rest breaks or
20 premium pay in lieu thereof, for unpaid minimum wages including for work performed
21 off the clock, unpaid overtime wages, failing to provide timely and accurate wage
22 statements, failing to timely pay all wages owed at separation, failing to reimburse all
23 necessary, business-related expenses, and other related penalties and damages under the
24 California Labor Code and California Business & Professions Code.

25 **II. JURISDICTION AND VENUE**

26 10. This Court has jurisdiction over this matter because Defendants are licensed
27 to do business in California, regularly conduct business in California, and committed and
28 continue to commit the unlawful acts alleged herein in California.

11. This Court has jurisdiction over this action pursuant to the California Constitution, Article VI, section 10. The statute under which this action is brought does not specify any other basis for jurisdiction.

12. This Court has jurisdiction over all Defendants because, on information and belief, Defendants are citizens of California, have sufficient minimum contacts in California, and intentionally avail themselves of the California market so as to render the exercise of jurisdiction over them by the California courts consistent with traditional notions of fair play and substantial justice. There is no basis for federal diversity jurisdiction in this action given that the State of California, as the real party in interest in this action, is not a “citizen” for purposes of satisfying diversity jurisdiction. *Urbino v. Orkin Servs. of Cal.*, 726 F.3d 1118, 1123 (9th Cir. Cal. 2013). *Urbino* also holds that civil penalties cannot be aggregated to satisfy the amount in controversy requirement for federal diversity jurisdiction in this action, and that diversity jurisdiction cannot be established when Plaintiff’s share of the civil penalties attributable to violations personally suffered are less than \$75,000. *Id.* at 1122.

13. Venue lies properly with this Court, as it is the place where at least one defendant resides, is incorporated or has its principal place of business, or a substantial amount of the events which gave rise to this suit occurred and/or a cause of action arose. Thus, venue is proper in this Court, because Defendants employ persons in this county and employed at least one plaintiff in this county, and thus a substantial portion of the transactions and occurrences related to this action occurred in this county.

14. California Labor Code sections 2698 *et seq.*, the “Labor Code Private Attorneys General Act of 2004” (“PAGA”), authorize aggrieved employees to sue as private attorneys general their current or former employers for various civil penalties for violating the California Labor Code.

III. PARTIES

15. Plaintiff ANTHONY POWERS (“Plaintiff” or “POWERS”) is or was a resident of San Bernardino, California. Defendants employed Plaintiff POWERS as an

1 hourly-paid, non-exempt employee for approximately 3 months from January 2, 2024
2 through April 1, 2024 in the position of Forklift Operator. During his employment,
3 Plaintiff POWERS worked at Defendants' location in Redlands, California located at
4 1950 Palmetto Avenue, Redlands, CA 92374. Plaintiff POWERS typically worked six
5 days per week for eight or more hours per day and at least about forty (40) hours per
6 week. At the time Plaintiff POWERS' employment ended, he was earning \$21.50 per
7 hour.

8 16. Defendant GEODIS LOGISTICS LLC ("GEODIS") is, on information and
9 belief, a Tennessee Limited Liability Company doing business in California, with its
10 principal place of business at 7101 Executive Center Drive, Suite 333, Brentwood,
11 Tennessee 37027, and at all times hereinafter mentioned, is an employer whose
12 employees are engaged throughout this county, in the State of California. GEODIS
13 operates multiple facilities throughout California, which offer transportation and
14 logistics-related services to customers nationwide as well as internationally."³

15 17. Defendant REAL TIME STAFFING SERVICES, LLC doing business as
16 PROLOGISTIX ("REAL TIME STAFFING") is, on information and belief, a California
17 Limited Liability Company doing business in California, with its principal place of
18 business in Duluth, Georgia located at 1845 Satellite Boulevard, #300, Duluth, Georgia
19 30097, and at all times hereinafter mentioned, is an employer whose employees are
20 engaged throughout this county, in the State of California. REAL TIME STAFFING is a
21 staffing agency, which directs its operations from its Duluth, Georgia headquarters.
22 REAL TIME STAFFING placed Plaintiff at GEODIS and upon information and belief,
23 received Plaintiff's earnings directly from GEODIS, and retained a portion of those
24 earnings.

25 18. Defendants created the policies and procedures described herein and, at all
26 times during the Class Period, participated in, endorsed, implemented, and performed the

27 _____
28 ³ <https://geodis.com/us-en/about-us> (last accessed November 5, 2024).

1 conduct alleged herein.

2 19. The practices and policies, which are complained of by way of this
3 Complaint, are enforced throughout the State of California, including in Redlands,
4 California.

5 20. Plaintiff is ignorant of the true names, capacities, relationships, and extent
6 of participation in the conduct alleged herein, of the Defendants sued as Does 1-25,
7 inclusive, but is informed and believes that said Defendants are legally responsible for
8 the conduct alleged herein and therefore sues these Defendants by such fictitious names.
9 Plaintiff will amend this Complaint to allege both the true names and capacities of the
10 Doe Defendants when ascertained. Plaintiff is informed and believes, and thereon
11 alleges, that at all times mentioned herein, all Defendants, including Doe Defendants, and
12 each of them, were agents, servants, employees, successors in interest, and/or joint
13 venturers of their co-Defendants and were, as such, acting within the course, scope, and
14 authority of said agency, employment, and/or venture, and with the consent of their co-
15 Defendants, and/or said acts were ratified by their co-Defendants, and that each and every
16 Defendant, as aforesaid, when acting as a principal, was negligent in the selection and
17 hiring, training, and supervision of each and every other Defendant as an agent, servant,
18 employee, successor in interest, and/or joint venturer. Plaintiff is informed and believes
19 that each Defendant acted in all respects pertinent to this action as the agent of the other
20 Defendant, carried out a joint scheme, business plan, or policy in all respects pertinent
21 hereto, and that the acts of each Defendant are legally attributable to each of the other
22 Defendant.

23 **IV. FACTUAL ALLEGATIONS COMMON TO ALL CAUSES OF ACTION**

24 21. At all times relevant herein, Defendants own a transportation and logistics
25 business operating in California as well as nationally and internationally.⁴
26

27 _____
28 ⁴ <https://geodis.com/us-en/about-us> (last accessed November 5, 2024).

1 22. Upon information and belief, Defendants GEODIS and REAL TIME
2 STAFFING are incorporated in California and maintain their corporate operations
3 headquarters, including Human Resources in Brentwood, Tennessee and Duluth,
4 Georgia, respectively. Upon information and belief, Defendants GEODIS and REAL
5 TIME STAFFING maintain a single, centralized Human Resources (“HR”) department
6 at their operations headquarters in Brentwood, Tennessee and Duluth, Georgia,
7 respectively, which is responsible for conducting Defendants’ recruiting and hiring of
8 new employees, as well as communicating and implementing Defendants’ company-
9 wide policies, including timekeeping policies, to employees throughout California. In
10 particular, Plaintiff and other Class Members, on information and belief, received the
11 same standardized documents and/or written policies upon hire. Upon information and
12 belief, the use of standardized documents and/or written policies, including new hire
13 documents, indicate that Defendants dictated policies at the corporate-level and
14 implemented them company-wide, regardless of their employees’ assigned locations or
15 positions. On information and belief, all transactions regarding hiring, terminations,
16 promotions, and pay increases, etc., relating to Defendant GEODIS and REAL TIME
17 STAFFING’S California employees were submitted to and processed by Defendant
18 GEODIS’S HR department in Brentwood, Tennessee.

19 23. Upon information and belief, Defendants’ corporate records, business
20 records, data, and other information related to Defendants, including, in particular, HR
21 records pertaining to Defendants’ California employees, are also maintained at
22 Defendants’ operations headquarters in Brentwood, Tennessee.

23 24. At all relevant times, Defendants have been, and continue to be, a “person”
24 as that term is defined under California Business & Professions Code section 17021 and
25 California Labor Code sections 1-29.5.

26 25. At all times relevant herein, Plaintiff was employed by Defendants as an
27 hourly, nonexempt employee in the position of Forklift Operator in California during
28 the Class Period.

1 26. At all times relevant herein, Plaintiff and Class Members were assigned to
2 and required and permitted to work without pay while performing tasks including, but
3 not limited to: inspecting the forklift and filling out related paperwork; driving the
4 forklift; cleaning up fertilizer from punctured bags and re-bagging the fertilizer;
5 stretching at the start of the work day; fulfilling orders; shrink-wrapping fertilizer bags;
6 and using a scanner to fulfill orders. Plaintiff and Class Members were not properly
7 compensated for some work, including work of this sort.

8 27. At all times relevant herein, Plaintiff and Class Members were assigned to
9 and required to work for periods lasting in excess of five hours and were not authorized
10 nor permitted to take full-length 30-minute, uninterrupted, off-duty meal periods and to
11 do so before the end of the fifth hour. Plaintiff and Class Members were interrupted
12 during their meal periods with calls on their walkie talkies to (1) ask questions, (2) request
13 employees return to work early, or (3) receive instructions for when they return to work.
14 Plaintiff and Class Members were instructed to and did return to work early from their
15 30-minute meal periods without clocking back in until the 30 minutes had elapsed even
16 though they resumed work before then, which is all compensable time worked off the
17 clock. Defendants do not compensate Plaintiff and Class Members for this compensable
18 time worked off the clock.

19 28. Accordingly, Plaintiff's and Class Members' meal periods were on-duty for
20 which Defendants failed to compensate Plaintiff and Class Members with (1) premium
21 pay for meal periods under 30 minutes and (2) the time worked that was on-duty during
22 these meal periods.

23 29. Moreover, Plaintiff and Class Members regularly worked in excess of 10
24 hours without a second 30-minute meal period, despite not signing meal period waivers.

25 30. At all times relevant herein, Plaintiff and Class Members were assigned to
26 and required and permitted to work shifts lasting over four hours and were not authorized
27 nor permitted to take full, net 10-minute rest breaks during each shift or 4-hour work
28 period.

31. At all times relevant herein, Defendants failed to authorize and permit Plaintiff and Class Members to take full, net 10-minute rest breaks during the Class Period. At the direction of Defendants and/or Defendants' knowledge and acquiescence, Plaintiff and Class Members routinely missed their entire 10-minute rest breaks. Accordingly, all rest breaks were noncompliant. Consequently, Defendants should have compensated Plaintiff and Class Members with premium pay for noncompliant rest breaks, but failed to do so.

32. At all times relevant herein, Plaintiff and Class Members worked in excess of eight hours per workday or 40 hours per work week. Defendants failed to pay for all hours worked in excess of eight hours per day, and when compensated for overtime, failed to pay the correct amount of overtime by under-recording and underreporting Plaintiff's and Class Members' total hours worked. Defendants failed to pay current and former hourly, nonexempt employees one and one-half times (1½) their regular rate of pay for hours worked in excess of eight hours per day or 40 hours per workweek. Defendants also failed to pay their employees at a rate no less than twice the regular rate of pay for work in excess of 12 hours in one day or for all hours worked in excess of eight hours on the seventh consecutive day of work in a workweek.

33. During the Class Period, Defendants require their hourly, nonexempt employees to perform compensable work while off the clock, including performing compensable work before their shifts, after their shifts, and during their meal periods. For instance, Plaintiff and Class Members were required to conduct their daily forklift inspections and fill out the related paperwork before clocking in for their shifts. After clocking out for their shifts, Plaintiff and Class Members had work-related discussions with supervisors who knew Plaintiff and Class Members had already clocked out for their shifts. Accordingly, during the Class Period, Defendants did not provide minimum wages and overtime pay for this time worked off-the-clock that Plaintiff and the Class endured.

34. Defendants regularly failed to pay their hourly, nonexempt employees the correct amount of and rate for overtime wages. Defendants fail to record all hours as

1 overtime by failing to record all hours worked in a workday. This work, done primarily
2 for the employer's benefit, is time that hourly, nonexempt employees should be, but were
3 not compensated for, both straight hours and overtime hours worked in excess of 40 hours
4 in a week, hours worked in excess of eight hours in a day, and for the first eight hours
5 worked on the seventh consecutive day of work in a workweek.

6 35. Supervisors employed by Defendants, including Plaintiff's location, had
7 knowledge of and required Plaintiff to perform compensable work before and after shifts
8 and during meal periods. Supervisors throughout California were aware that Plaintiff and
9 others similarly situated were performing work during these times without proper wages
10 or overtime compensation.

11 36. In light of Defendants' failure to record employees' off-the-clock time that
12 employees worked and Defendants' failure to acknowledge the noncompliant meal
13 periods and rest breaks, Defendants failed to properly calculate the hourly, nonexempt
14 employees' hours and therefore, employees' premium pay, minimum wages, and
15 overtime wages due. Accordingly, Defendants failed to provide accurate wage
16 statements to their hourly, nonexempt employees identifying all hours worked and all
17 rates in effect during the pay period.

18 37. At all times relevant herein, the same unlawful practices and procedures
19 described above affect hourly, nonexempt workers of Defendants employed in California.

20 38. At all times relevant herein, Defendants failed to pay Plaintiff and Class
21 Members for all hours worked. Thus, Defendants did not pay Plaintiff and Class
22 Members minimum wages in accordance with law and, because Class Members were not
23 compensated for time worked during meal periods, for shifts worked over eight hours in
24 duration, Defendants also did not pay nonexempt employees all overtime wages in
25 accordance with law.

26 39. At all times relevant herein, Defendants failed to reimburse Plaintiff and
27 Class Members for the purchase of slip-resistant shoes, steel toed boots, and gloves, each
28 of which was required to complete tasks during their shifts.

1 40. Defendants' conduct, as alleged herein, has caused Plaintiff and Class
2 Members damages including, but not limited to, loss of wages and compensation.
3 Defendants are liable to Plaintiff and the Class for failing to pay minimum wages, failing
4 to pay overtime wages, failing to pay all wages owed every pay period, failing to provide
5 timely and accurate wage statements, failing to pay all wages owed upon separation, and
6 unfair competition.

7 41. Plaintiff has complied with the procedures for bringing suit specified in
8 California Labor Code section 2699.3. By letter dated September 4, 2024, Plaintiff gave
9 written notice by certified mail to the Labor and Workforce Development Agency
10 ("LWDA"), and Defendants, of the specific provisions of the Labor Code alleged to have
11 been violated, including the facts and theories to support the alleged violations.

12 **V. CLASS ACTION AND REPRESENTATIVE ACTION ALLEGATIONS**

13 42. Plaintiff is a member of and seeks to be the representative for the Class of
14 similarly situated employees who all have been exposed to, have suffered, and/or were
15 permitted to work under Defendants' unlawful employment practices as alleged herein.

16 43. Plaintiff brings his first through eighth causes of action on behalf of himself
17 and on behalf of the following Class⁵ of persons defined as:

18 All current and former (1) direct-hire hourly non-exempt
19 employees of GEODIS LOGISTICS LLC in California at any
20 time from October 11, 2024 through the present and (2)
21 temporary employees placed at GEODIS LOGISTICS LLC by
22 REAL TIME STAFFING SERVICES, LLC doing business as
23 PROLOGISTIX in California at any time during the Class Period
24 through the present.

25 44. This action is appropriately suited for a class action pursuant to Code of Civil
26 Procedure section 382 because there exists an ascertainable and sufficiently numerous

27 ⁵ Plaintiff reserves the right under California Rules of Court, Rule 3.765, to amend or
28 modify the Class description with greater particularity or further division into subclasses
or limitation to particular issues.

1 Class, a well-defined community of interest, and substantial benefits from certification
2 that render proceeding as a class superior to the alternatives.

3 45. Numerosity and Ascertainability. The size of the Class makes a class action
4 both necessary and efficient. On information and belief, the proposed Class includes
5 hundreds of current and former employees at Defendants' locations in California.
6 Members of the Class are ascertainable through Defendants' records but are so numerous
7 that joinder of all individual Class Members would be impractical.

8 46. Predominant Common Questions of Law and Fact. Pursuant to section 382,
9 common questions of law and fact exist as to all Class Members. These questions
10 predominate over any individualized issues. These common questions include but are not
11 limited to:

- 12 a. Whether Defendants' policies and practices described in this Complaint were
13 and are illegal;
- 14 b. Whether Plaintiff and each member of the Class were not paid minimum wage
15 for each hour worked or part thereof during which they were required to perform
16 acts at the direction and for the benefit of Defendants;
- 17 c. Whether Defendants engaged in a pattern or practice of failing to pay Plaintiff
18 and the members of the Class who worked as hourly, nonexempt employees in
19 California for the total hours worked during the Class Period;
- 20 d. Whether Defendants have engaged in a common course of requiring or
21 permitting their hourly, nonexempt employees to not report all hours worked
22 during the Class Period;
- 23 e. Whether Defendants have engaged in a common course of failing to maintain
24 true and accurate time records for all hours worked by their nonexempt
25 employees;
- 26 f. Whether Defendants violated Labor Code section 226.7 and/or section 512 and
27 engaged in a pattern or practice of failing to provide timely, off-duty, 30-minute
28

- 1 meal periods to Plaintiff and members of the Class who worked as hourly,
2 nonexempt employees in California during the Class Period;
- 3 g. Whether Defendants engaged in a pattern or practice of impeding Plaintiff and
4 the members of the Class who worked as hourly, nonexempt employees in
5 California during the Class Period from taking full-length off-duty, 30-minute
6 meal periods by imposing unreasonable time windows/work schedules that
7 required drivers to forgo meal periods to get to their next jobs on time;
- 8 h. Whether Defendants engaged in a pattern or practice of impeding Plaintiff and
9 the members of the Class who worked as hourly, nonexempt employees in
10 California during the Class Period from taking full-length off-duty, 30-minute
11 meal periods for their second meal periods for shifts worked in excess of 10
12 hours but not more than 12 hours, where these second meal periods were not
13 waived by mutual consent;
- 14 i. Whether Defendants engaged in a pattern or practice of failing to properly
15 compensate Plaintiff and the members of the Class who worked as hourly,
16 nonexempt employees in California during the Class Period for missed,
17 untimely, or on-duty meal periods as required by California law;
- 18 j. Whether Defendants violated section 11 of the applicable California Industrial
19 Welfare Commission's ("IWC") Wage Order(s) by failing to provide Plaintiff
20 and the members of the Class who worked as hourly, nonexempt employees in
21 California during the Class Period with timely, off-duty, 30-minute meal
22 periods;
- 23 k. Whether Defendants engaged in an unfair practice and violated California
24 Business and Professions Code, section 17200, *et seq.* by failing to provide
25 Plaintiff and the members of the Class who worked as hourly, nonexempt
26 employees in California during the Class Period with their statutory, off-duty,
27 meal periods;
- 28 l. Whether Defendants maintained accurate time records of off-duty, 30-minute

- 1 meal periods taken by Plaintiff and members of the Class during the Class Period
2 in accordance with section 7 of the applicable IWC Wage Order(s);
- 3 m. Whether Defendants engaged in a pattern or practice of failing to properly
4 compensate Plaintiff and the members of the Class who worked as hourly,
5 nonexempt employees in California during the Class Period for failing to
6 provide full-length 10-minute rest breaks as contemplated by California law for
7 work periods in excess of four hours;
- 8 n. Whether Defendants failed to compensate, and therefore violated section 12 of
9 the applicable IWC Wage Order(s) and Labor Code section 226.7 by failing to
10 provide 10-minute, uninterrupted rest breaks as contemplated by California law
11 for work periods in excess of four hours;
- 12 o. Whether Defendants engaged in a pattern or practice of failing to pay appropriate
13 amounts of overtime pay to Plaintiff and the Class for hours worked in excess
14 of eight hours in a day;
- 15 p. Whether Defendants engaged in a pattern or practice of failing to pay appropriate
16 amounts of double time for hours worked in excess of 12 hours in a day;
- 17 q. Whether Defendants violated section 510 of the Labor Code and/or section 3 of
18 the applicable IWC Wage Order(s) by failing to pay overtime pay to Plaintiff
19 and the Class for hours worked in excess of eight hours in a day;
- 20 r. Whether Defendants violated section 510 of the Labor Code and/or section 3 of
21 the applicable IWC Wage Order(s) by failing to pay overtime pay to Plaintiff
22 and the Class for the first eight hours worked in a day on the seventh consecutive
23 day in a workweek and double time for all hours worked in excess of eight hours
24 on such days;
- 25 s. Whether Defendants violated Labor Code sections 218.5, 204, 1197, and 1198
26 due to failure to compensate Plaintiff and the Class for those acts Defendants
27 required Plaintiff and members of the Class to perform for the benefit of
28 Defendants;

- t. Whether Defendants violated California Labor Code section 2802 by failing to reimburse Plaintiff and Class Members for all necessary business-related expenses they incurred;
- u. Whether Defendants violated Labor Code section 226(a) by issuing inaccurate wage statements to Plaintiff and members of the Class that failed to include payments for missed, untimely, and/or on-duty meal periods among wages earned throughout the Class Period;
- v. Whether Defendants violated Labor Code section 226 by issuing inaccurate wage statements to Plaintiff and members of the Class that failed to accurately state the total hours worked and therefore, the total gross and net wages owed, to the detriment of Plaintiff and the Class;
- w. Whether Defendants have engaged in a common course of failing to pay nonexempt employees all wages due upon termination;
- x. Whether Defendants have engaged in unfair competition by the above-listed conduct; and
- y. The nature and extent of class-wide injury and the measure of damages for the injury.

47. Typicality. Plaintiff's claims are typical of the members of the Class. Plaintiff, like other members of the Class working for Defendants in California, was subjected to Defendants' policy and practice of refusing to pay meal period and rest break premiums where owed, failing to properly and fully pay all minimum and overtime wages, failing to issue accurate wage statements, and failing to pay all wages owed upon separation, all in violation of California wage and hour laws. Plaintiff's job duties were and are typical of those of other class members who worked for Defendants in California.

48. Adequacy of Representation. Plaintiff will fairly and adequately represent the interests of the Class because his individual interests are consistent with and not antagonistic to the interests of the Class, and because Plaintiff has selected counsel who has the requisite resources and ability to prosecute this case as a class action and are

1 experienced labor and employment attorneys who have successfully litigated other cases
2 involving similar issues.

3 49. Superiority of Class Mechanism. The class action mechanism is superior to
4 any alternatives that might exist for the fair and efficient adjudication of these claims.
5 Proceeding as a class action would permit the large number of injured parties to prosecute
6 their common claims in a single forum simultaneously, efficiently, and without
7 unnecessary duplication of evidence, effort and judicial resources. A class action is the
8 only practical way to avoid the potentially inconsistent results that numerous individual
9 trials are likely to generate. Moreover, class treatment is the only realistic means by which
10 Plaintiff can effectively litigate against a large, well-represented corporate defendant like
11 Defendants. In the absence of a class action, Defendants would be unjustly enriched
12 because they would be able to retain the benefits and fruits of the many wrongful
13 violations of the California state laws. Numerous repetitive individual actions would also
14 place an enormous burden on the courts as they are forced to take duplicative evidence
15 and decide the same issues relating to Defendants' conduct over and over again.

16 **VI. FIRST CAUSE OF ACTION**

17 **Failure to Provide Meal Periods**

18 **in Violation of Cal. Labor Code §§ 512 and 226.7; IWC Wage Order No. 9-2001, § 11**
19 **(Brought by Plaintiff on Behalf of Himself and the Class Against All Defendants)**

20 50. Plaintiff hereby re-alleges and incorporates by reference all paragraphs of
21 this Complaint as if fully set forth herein.

22 51. California Labor Code section 226.7(a) provides, "No employer shall require
23 any employee to work during any meal or rest period mandated by an applicable order of
24 the Industrial Welfare Commission."

25 52. IWC Wage Order No. 9-2001 (11)(A) provides, in pertinent part: "No
26 employer shall employ any person for a work period of more than five (5) hours without
27 a meal period of not less than 30 minutes, except that when a work period of not more
28 than six (6) hours will complete the day's work the meal period may be waived by mutual

1 consent of the employer and the employee.”

2 53. Section 512(k) of the California Labor Code provides, in pertinent part, that:
3 “An employer may not employ an employee for a work period of more than five hours per
4 day without providing the employee with a meal period of not less than 30 minutes, except
5 that if the total work period per day of the employee is no more than six hours, the meal
6 period may be waived by mutual consent of both the employer and employee. An
7 employer may not employ an employee for a work period of more than 10 hours per day
8 without providing the employee with a second meal period of not less than 30 minutes,
9 except that if the total hours worked is no more than 12 hours, the second meal period may
10 be waived by mutual consent of the employer and the employee only if the first meal
11 period was not waived.”

12 54. Defendants did not provide Plaintiff and other Class Members with legally
13 compliant, off-duty meal periods, because Plaintiff and other Class Members were
14 required to respond to interruptions that then required Plaintiff and other Class Members
15 to return to work early from their meal periods.

16 55. Defendants also did not schedule second meal periods and had no policy for
17 permitting and authorizing Plaintiff and other employees to take second 30-minute meal
18 periods on days they worked in excess of 10 hours in one day. For example, during his
19 employment, Plaintiff regularly worked over 10 hours in a day but did not receive a second
20 complaint meal period on those days, nor did he consent to waiving them. Because of
21 Defendants’ companywide practice of denying hourly, nonexempt employees second 30-
22 minute meal periods, Plaintiff and other Class Members were not relieved of all duties
23 such that they could take full-length second 30-minute meal periods and instead had to
24 work during a portion of that time allotted for meal periods. Accordingly, Defendants
25 failed to provide all meal periods in violation of California Labor Code sections 226.7 and
26 512. Defendants knew or should have known that their companywide adoption of the
27 requirement that employees skip their meal period without executing waivers to do so
28 would result in a failure to provide Plaintiff and other Class Members with full and timely

1 meal periods as required by the applicable IWC Wage Order(s) and Labor Code sections
2 226.7 and 512(a). Furthermore, Plaintiff and other Class Members did not sign valid meal
3 period waivers on days that they were entitled to meal periods but were not relieved of all
4 duties.

5 56. Moreover, Defendants engaged in a systematic, companywide policy to not
6 pay meal period premiums. Alternatively, to the extent that Defendants did pay Plaintiff
7 and other Class Members one additional hour of premium pay for missed meal periods,
8 Defendants did not pay Plaintiff and other Class Members at the correct rate of pay for
9 premium wages because Defendants failed to include all forms of compensation, such as
10 commissions, incentive pay, and/or nondiscretionary bonuses, in the regular rate of pay.
11 As a result, to the extent Defendants paid Plaintiff and other Class Members premium pay
12 for missed meal periods, it did so at a lower rate than required by law. As a result,
13 Defendants failed to provide Plaintiff and other Class Members compliant meal periods
14 and failed to pay the full meal period premiums due, in accordance with California Labor
15 Code sections 204, 210, 226.7, and 512.

16 57. By their actions in requiring their employees to work during a portion of their
17 meal periods and/or their failure to relieve nonexempt, hourly, nonexempt employees of
18 their duties for their off-duty meal periods, Defendants have violated California Labor
19 Code section 226.7 and section 11 of IWC Wage Order No. 9-2001 and is liable to Plaintiff
20 and the Class.

21 58. As a result of the unlawful acts of Defendants, Plaintiff and the Class have
22 been deprived of timely off-duty meal periods and are entitled to recovery under Labor
23 Code section 226.7(b) and section 11 of IWC Wage Order No. 9-2001, in the amount of
24 one additional hour of pay at the employee's regular rate of pay for each work period
25 during each day in which Defendants failed to provide their hourly, nonexempt employees
26 with timely, statutory, off-duty meal periods.

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VII. SECOND CAUSE OF ACTION

Failure to Provide Rest Breaks

in Violation of Cal. Labor Code §§ 226.7, 512, and 1194;

IWC Wage Order No. 9-2001, § 12

(Brought by Plaintiff on Behalf of Himself and the Class Against All Defendants)

59. Plaintiff hereby re-alleges and incorporates by reference all paragraphs of this Complaint as if fully set forth herein.

60. California Labor Code section 226.7(a) provides, “No employer shall require any employee to work during any meal or rest period mandated by an applicable order of the Industrial Welfare Commission.”

61. IWC Wage Order No. 9-2001, section (12)(A) provides, in pertinent part: “Every employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period. The authorized rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof. However, a rest period need not be authorized for employees whose total daily work times is less than three and one-half (3½) hours. Authorized rest period time shall be counted as hours worked for which there shall be no deduction from wages.”

62. IWC Wage Order No. 9-2001, section (12)(B) provides, “If an employer fails to provide an employee with a rest period in accordance with the applicable provisions of this order, the employer shall pay the employee one (1) hour of pay at the employee’s regular rate of compensation for each workday that the rest period is not provided.”

63. As alleged herein, Defendants failed to authorize and permit compliant rest breaks during the Class Period. Plaintiff and members of the Class were routinely required to work during their entire rest breaks at the direction of Defendants and/or with Defendants’ knowledge and acquiescence.

64. Furthermore, as with meal periods, Defendants’ staffing and job-assignment policies caused interruptions to employees’ 10-minute rest breaks, preventing Plaintiff and

1 Class Members from being relieved of all duty for a net 10 minutes as required for
2 compliant rest breaks; these practices forced Plaintiff and other Class Members to remain
3 on duty for part of their rest breaks. As a result, Plaintiff and Class Members would work
4 shifts in excess of 3.5 hours without the net 10-minute rest breaks to which they were
5 entitled. More specifically, throughout his employment, during 8-hour or longer shifts,
6 Plaintiff and Class Members regularly worked during the entirety of their 10-minute rest
7 breaks by using that time to continue performing services for customers.

8 65. At the same time, Defendants implemented a companywide policy to not pay
9 rest break premiums. Alternatively, to the extent that Defendants did pay Plaintiff and
10 other Class Members one additional hour of premium pay for missed rest breaks,
11 Defendants did not pay Plaintiff and other Class Members at the correct rate of pay for
12 premium wages because Defendants failed to include all forms of compensation, such as
13 commissions, incentive pay, and/or nondiscretionary bonuses, in the regular rate of pay.
14 As a result, to the extent Defendants paid Plaintiff and other Class Members premium pay
15 for missed rest breaks, it did so at a lower rate than required by law. As a result, Plaintiff
16 and other Class Members were denied compliant rest breaks and Defendants failed to pay
17 the full rest break premiums due, in violation of Labor Code section 226.7 and the
18 applicable IWC Wage Order(s).

19 66. Defendants' unlawful conduct alleged herein occurred in the course of
20 employment of Plaintiff and all others similarly situated and such conduct has continued
21 through the filing of the initial Complaint.

22 67. As a direct and proximate result of Defendants' unlawful action, Plaintiff and
23 the Class have been deprived of full-length 10-minute rest breaks and/or were not paid for
24 rest breaks taken during the Class Period and are entitled to recovery under Labor Code
25 section 226.7(b) in the amount of one additional hour of pay at the employee's regular rate
26 of compensation for each work period during each day in which Defendants failed to
27 provide employees with compliant and/or paid rest breaks.

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VIII. THIRD CAUSE OF ACTION

Failure to Pay Minimum Wages

**Upon Payment of Wages in Violation of Cal. Labor Code §§ 510, 1194, 1194.2,
and 1197; IWC Wage Order No. 9-2001, § 4**

(Brought by Plaintiff on Behalf of Himself and the Class Against All Defendants)

68. Plaintiff hereby re-alleges and incorporates by reference all paragraphs of this Complaint as if fully set forth herein.

69. Labor Code section 510 provides in relevant part: “[e]ight hours of labor constitutes a day’s work. Any work in excess of eight hours in one work day and any work in excess of 40 hours in any one workweek and the first eight hours worked on the seventh day of work in any one workweek shall be compensated at the rate of no less than one and one-half times the regular rate of pay for an employee. Any work in excess of 12 hours in one day shall be compensated at the rate of no less than twice the regular rate of pay for an employee. In addition, any work in excess of eight hours on any seventh day of a workweek shall be compensated at the rate of no less than twice the regular rate of pay of an employee.”

70. Labor Code section 1197 provides: “The minimum wage for employees fixed by the commission is the minimum wage to be paid to employees, and the payment of a less wage than the minimum so fixed is unlawful.”

71. Labor Code section 1182.12 establishes the right of employees to be paid minimum wages for all hours worked in amounts set by state law.

72. Labor Code section 1194, subdivision (a) provides: “Notwithstanding any agreement to work for a lesser wage, an employee receiving less than the legal minimum wage or the legal overtime compensation applicable to the employee is entitled to recover in a civil action the unpaid balance of the full amount of this minimum wage or overtime compensation, including interest thereon, reasonable attorney’s fees, and costs of suit.”

73. Labor Code section 1194.2 provides in pertinent part: “In any action under Section 1193.6 or Section 1194 to recover wages because of the payment of a wage less

1 than the minimum wage fixed by an order of the commission, an employee shall be entitled
2 to recover liquidated damages in an amount equal to the wages unlawfully unpaid and
3 interest thereon.”

4 74. Pursuant to IWC Wage Order No. 9-2001, section (2)(H), at all times material
5 hereto, “hours worked” includes “the time during which an employee is subject to the
6 control of an employer, and includes all the time the employee is suffered or permitted to
7 work, whether or not required to do so.”

8 75. At all times relevant during the liability period, under the provisions of IWC
9 Wage Order No. 9-2001, Plaintiff and each Class Member should have received not less
10 than the minimum wage in a sum according to proof for the time worked but not
11 compensated.

12 76. For all hours that Plaintiff and Class Members worked, they are entitled to
13 not less than the California minimum wage and, pursuant to Labor Code section 1194.2(a)
14 liquidated damages in an amount equal to the unpaid minimum wages and interest thereon.

15 77. Pursuant to Labor Code section 1194, Plaintiff and Class Members are also
16 entitled to their attorneys’ fees, costs, and interest according to proof.

17 78. At all times relevant during the liability period, Defendants willfully failed
18 and refused, and continue to willfully fail and refuse, to pay Plaintiff and Class Members
19 the amounts owed.

20 79. As described above, Defendants required Plaintiff and other Class Members
21 to work during their meal periods while clocked out and instructed Plaintiff and other
22 Class Members to clock back in only once their 30-minute meal periods had elapsed.
23 Also, Defendants did not pay at least minimum wages for off-the-clock hours that
24 qualified for overtime premium payment. Also, to the extent that these off-the-clock hours
25 did not qualify for overtime premium pay, Defendants did not pay at least minimum wages
26 for those hours worked off-the-clock.

27 80. Defendants’ unlawful conduct alleged herein occurred in the course of
28 employment of Plaintiff and all other similarly situated nonexempt, hourly, nonexempt

1 employees, and Defendants have done so continuously throughout the filing of this
2 complaint.

3 81. As a direct and proximate result of Defendants' violation of Labor Code
4 sections 510 and 1197, Plaintiff and other Class Members have suffered irreparable harm
5 and money damages entitling them to damages, injunctive relief or restitution. Plaintiff,
6 on behalf of himself and on behalf of the Class, seeks damages and all other relief
7 allowable including all wages due while working as Defendants' hourly, nonexempt
8 employees, attorneys' fees, liquidated damages, prejudgment interest, and as to those
9 employees no longer employed by Defendants, waiting time penalties pursuant to Labor
10 Code sections 200, *et seq.*

11 82. Plaintiff and Class Members are entitled to the unpaid amount of minimum
12 wages, pre-judgment interest, liquidated damages, statutory penalties, attorneys' fees, and
13 costs according to Labor Code sections 204, 558, 1194 *et seq.*, 1197, 1198, and Code of
14 Civil Procedure 1021.5.

15 **IX. FOURTH CAUSE OF ACTION**

16 **Failure to Pay Overtime Wages**

17 **in Violation of Cal. Labor Code §§ 510 and 1194, IWC Wage Order No. 9-2001, § 3**
18 **(Brought by Plaintiff on Behalf of Himself and the Class Against All Defendants)**

19 83. Plaintiff hereby re-alleges and incorporates by reference all paragraphs of this
20 Complaint as if fully set forth herein.

21 84. Pursuant to section 3 of IWC Wage Order No. 9-2001; California Code of
22 Regulations, Title 8, Chapter 5, section 11040, section 12; and Labor Code sections 200,
23 204, 226, 500, 510, 512, 1194, and 1198, Defendants were required to compensate
24 Plaintiff and members of the Class for all overtime hours worked, which is calculated at
25 one and one-half (1½) times the regular rate of pay for hours worked in excess of eight
26 hours per day and/or 40 hours per week, and for the first eight hours on the seventh
27 consecutive work day, with double time after eight hours on the seventh day of any work
28 week, or after 12 hours in any work day.

1 85. Plaintiff and members of the Class were and are nonexempt employees
2 entitled to the protections of IWC Wage Order No. 9-2001; California Code of
3 Regulations, Title 8, section 11040, section 12; and Labor Code sections 200, 226, 500,
4 510, 512, 1194, and 1198. In addition, during the Class Period, Plaintiff and other
5 members of the Class consistently worked five days per week for shifts of eight hours or
6 more. During the course of Plaintiff's employment, and during the course of the
7 employment of the members of the Class, Defendants failed to compensate Plaintiff and
8 the Class for overtime hours worked as required under the aforementioned Labor Codes
9 and Regulations.

10 86. Under the aforementioned Wage Orders, statutes, and regulations, Plaintiff
11 and members of the Class are entitled to one and one-half (1½) times and/or double their
12 regular rate of pay for overtime work performed during the four years preceding the filing
13 of this Complaint, based on appropriate calculations of the "total remuneration" for each
14 workweek.

15 87. In violation of state law, Defendants have knowingly and willfully refused to
16 perform their obligations to compensate Plaintiff and the Class for all wages earned and
17 all hours worked. As a direct result, Plaintiff and the Class have suffered, and continue to
18 suffer, substantial losses related to the use and enjoyment of such wages, lost interest on
19 such wages, and expenses and attorneys' fees in seeking to compel Defendants to fully
20 perform their obligations under state law, all to their respective damage in amounts
21 according to proof at time of trial, but in amounts in excess of the minimum jurisdiction
22 of this Court.

23 88. Defendants committed the acts alleged herein knowingly and willfully, with
24 the wrongful and deliberate intention of injuring Plaintiff and the Class, from improper
25 motives amounting to malice, and in conscious disregard of Plaintiff's rights and the rights
26 of the Class. Plaintiff and the Class are thus entitled to recover nominal, actual,
27 compensatory, punitive, and exemplary damages in amounts according to proof a time of
28 trial, but in amounts in excess of the minimum jurisdiction of this Court.

1 89. Defendants' conduct described herein violates IWC Wage Order No. 9-2001;
2 California Code of Regulations, Title 8, section 11040, section 12; and Labor Code
3 sections 200, 226, 500, 510, 512, and 1198. Therefore, pursuant to Labor Code sections
4 200, 203, 204, 226, 226.7, 512, 558, and 1194, Plaintiff and the Class are entitled to
5 recover the unpaid balance of overtime compensation Defendants owes Plaintiff and the
6 Class, plus interest, penalties, attorneys' fees, expenses, and costs of suit.

7 **X. FIFTH CAUSE OF ACTION**

8 **Failure to Furnish Timely and Accurate Wage Statements**

9 **Upon Payment of Wages in Violation of Cal. Labor Code § 226**

10 **(Brought by Plaintiff on Behalf of Himself and the Class Against All Defendants)**

11 90. Plaintiff hereby re-alleges and incorporates by reference all paragraphs of this
12 Complaint as if fully set forth herein.

13 91. Labor Code section 226(a) sets forth reporting requirements for employers
14 when they pay wages, as follows: "Every employer shall . . . at the time of each payment
15 of wages, furnish his or her employees . . . an itemized statement in writing showing (1)
16 gross wages earned; (2) total hours worked by the employee . . . (3) the number of piece-
17 rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis
18" Section (e) provides: "An employee suffering injury as a result of a knowing and
19 intentional failure by an employer to comply with subdivision (a) shall be entitled to
20 recover the greater of all actual damages or fifty dollars (\$50) for the initial pay period in
21 which a violation occurs and one hundred dollars (\$100) per employee for each violation
22 in a subsequent pay period, not exceeding an aggregate penalty of four thousand dollars
23 (\$4,000), and shall be entitled to an award of costs and reasonable attorney's fees."

24 92. Defendant REAL TIME STAFFING issued wage statements to Plaintiff and
25 Class Members that failed to accurately provide the legal name of the employer and the
26 employer's address.

27 93. Defendants failed to accurately record all hours worked, including all
28 overtime hours worked by Plaintiff and Class Members.

1 94. Additionally, Defendants failed to accurately record all rates of pay in effect
2 during the pay period.

3 95. Plaintiff and Class Members were damaged by these failures because, among
4 other things, the failures hindered Plaintiff and the Class from determining the amounts of
5 wages actually owed to them.

6 96. Plaintiff and Class Members request recovery of Labor Code section 226(e)
7 penalties according to proof, as well as interest, attorneys' fees and costs pursuant to Labor
8 Code section 226(e), in a sum as provided by the Labor Code and/or other statutes.

9 **XI. SIXTH CAUSE OF ACTION**

10 **Failure to Pay All Wages Owed Upon Separation**

11 **in Violation of Cal. Labor Code §§ 201–203**

12 **(Brought by Plaintiff on Behalf of Himself and the Class Against All Defendants)**

13 97. Plaintiff hereby re-alleges and incorporates by reference all paragraphs of
14 this Complaint as if fully set forth herein.

15 98. Labor Code section 201 provides, in relevant part, “[I]f an employer
16 discharges an employee, the wages earned and unpaid at the time of discharge are due and
17 payable immediately.”

18 99. Labor Code section 202 provides, in relevant part, “[I]f an employee not
19 having a written contract for a definite period quits his or her employment, his or h wages
20 shall become due and payable not later than 72 hours thereafter, unless the employee has
21 given 72 hours previous notice of his or her intention to quit, in which case the employee
22 is entitled to his or her wages at the time of quitting.”

23 100. Section 203 of the California Labor Code provides that if an employer
24 willfully fails to pay compensation promptly upon discharge or resignation, as required
25 by sections 201 and 202, then the employer is liable for penalties in the form of continued
26 compensation up to 30 workdays.

27 101. At all times relevant during the liability period, Plaintiff and the other
28 members of the Class were employees of Defendants covered by Labor Code section 203.

1 Pursuant to Labor Code section 201, upon Plaintiff's and the Class Members' separation
2 dates, Defendants were required to pay Plaintiff and the Class Members all wages earned.

3 102. Defendants willfully failed to pay Plaintiff and other members of the Class
4 who are no longer employed by Defendants within the statutorily required timeframe
5 pursuant to Labor Code sections 201-203: immediately (resignation with notice and
6 termination) or within seventy-two (72) hours (resignation without notice). Defendants
7 paid Plaintiff his final wages, albeit not all of them, one week after his termination rather
8 than immediately as required by law.

9 103. At the time of Plaintiff's and the Class Members' respective separation dates,
10 Plaintiff and Class Members had unpaid wages. Defendants willfully failed to pay
11 Plaintiff and other members of the Class who are no longer employed by Defendants for
12 their uncompensated hours, uncompensated overtime, and missed, untimely, or on-duty
13 meal periods and rest breaks upon their termination or separation from employment with
14 Defendants as required by California Labor Code sections 201 and 202. Thus, in violation
15 of Labor Code section 201, Defendants failed to pay Plaintiff and the Class Members the
16 full amount of wages due and owing them, in amounts to be proven at the time of trial,
17 but in excess of the jurisdictional minimum of this Court.

18 104. Defendants' failure to pay Plaintiff and the Class respective wages due and
19 owed to them was willful, and done with the wrongful and deliberate intention of injuring
20 Plaintiff and the Class Members and in conscious disregard of their rights.

21 105. Defendants' willful failure to pay former employee Plaintiff and the Class all
22 of the wages due and owing them constitutes violations of Labor Code sections 201 and
23 203, which provide that an employee's wages will continue as a penalty up to 30 days
24 from the time the wages were due. Therefore, former employee Plaintiff and the Class
25 Members are each entitled to penalties pursuant to Labor Code section 203.

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XII. SEVENTH CAUSE OF ACTION

Failure to Reimburse All Necessary, Business-Related Expenses

in Violation of Cal. Labor Code § 2802

(Brought by Plaintiff on Behalf of Himself and the Class Against All Defendants)

106. Plaintiff hereby re-alleges and incorporates by reference all paragraphs of this Complaint as if fully set forth herein.

107. California Labor Code section 2802 provides that “An employer shall indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or her obedience to the directions of the employer, even though unlawful unless the employee, at the time of obeying the directions, believed them to be unlawful.”

108. During the applicable statutory period, Plaintiff and Class Members incurred necessary expenditures and losses in direct consequence of the discharge of their employment duties and their obedience to the directions of Defendants, Defendants did not reimburse Plaintiff and Class Members for these expenditures or losses. Such expenses include, but are not limited to, expenses for the purchase of slip-resistant shoes, steel toed boots, and gloves, each of which was required to complete tasks during their shifts.

109. Defendants have failed to fully reimburse Plaintiff and Class Members for necessary business-related expenses and losses.

110. Plaintiff and Class Members are entitled to recover their necessary unreimbursed business-related expenses and losses incurred during the course and scope of their employment, plus interest accrued from the date on which the employee incurred the necessary expenditures at the same rate as judgments in civil actions in the State of California, pursuant to California Labor Code section 2802.

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XIII. EIGHTH CAUSE OF ACTION

Violations of California's Unfair Competition Law ("UCL"),

California Business and Professions Code §§ 17200, *et seq.*

(Brought by Plaintiff on Behalf of Himself and the Class Against All Defendants)

111. Plaintiff hereby re-alleges and incorporates by reference all paragraphs of this Complaint as if fully set forth herein.

112. Section 17200 of the California Business and Professions Code (the "UCL") prohibits any unlawful, unfair, or fraudulent business practices.

113. Through their actions alleged herein, Defendants have engaged in unfair competition within the meaning of the UCL. Defendants' conduct, as alleged herein, constitutes unlawful, unfair, and/or fraudulent business practices under the UCL.

114. Defendants' unlawful conduct under the UCL includes, but is not limited to, violating the statutes alleged herein. Defendants' unfair conduct under the UCL includes, but is not limited to, failure to pay Class Members wages and compensation they earned through labor provided, and failing to otherwise compensate Class Members, as alleged herein. Defendants' fraudulent conduct includes, but is not limited to, issuing wage statements containing false and/or misleading information about the time the Class Members worked and the amount of wages or compensation due.

115. Defendants' violations of California wage and hour laws and illegal payroll practices or payment policies constitute a business practice because they were done repeatedly over a significant period of time, and in a systematic manner to the detriment of Plaintiff and Class Members.

116. Plaintiff has standing to assert this claim because he has suffered injury in fact and has lost money as a result of Defendants' conduct.

117. For the four years preceding the filing of this action, Plaintiff and Class Members have suffered damages and request restitutionary disgorgement of all monies and profits to be disgorged from Defendants in an amount according to proof at the time of trial and an injunction prohibiting them from engaging in the unlawful, unfair, and/or

1 fraudulent conduct alleged herein.

2 **XIV. NINTH CAUSE OF ACTION**

3 **For Civil Penalties Pursuant to California’s Private Attorneys General Act of 2004**
4 **(“PAGA”), §§ 2698, *et seq.*, for Violations of California Labor Code Sections**
5 **(Brought by Plaintiff on Behalf of Himself and the General Public Against All**
6 **Defendants)**

7 118. Plaintiff hereby re-alleges and incorporates by reference all paragraphs of
8 this Complaint as if fully set forth herein.

9 119. PAGA provides that any provision of law under the Labor Code and
10 applicable IWC Wage Order(s) that provides for a civil penalty to be assessed and
11 collected by California’s Labor and Workforce Development Agency (“LWDA”) for
12 violations of the California Labor Code and applicable IWC Wage Order(s) may, as an
13 alternative, be recovered by aggrieved employees in a civil action brought on behalf of
14 themselves and other current or former employees pursuant to procedures outlined in
15 California Labor Code section 2699.3.

16 120. PAGA defines an “aggrieved employee” in Labor Code section 2699(c) as
17 “any person who was employed by the alleged violator and against whom one or more of
18 the alleged violations was committed.”

19 121. Plaintiff and other current and former employees of Defendants are
20 “aggrieved employees” as defined by Labor Code section 2699(c) in that they are all
21 Defendants’ current or former employees and one or more of the alleged violations were
22 committed against them.

23 122. Pursuant to Labor Code sections 2699.3 and 2699.5, aggrieved employees,
24 including Plaintiff, may pursue a civil action arising under PAGA, alleging violations of
25 any provision listed in section 2699.5, after the following requirements have been met:

- 26 a. The aggrieved employee shall give written notice (“Employee’s Notice”) by
27 online filing to the LWDA and by certified mail to the employer of the
28 specific provisions of the California Labor Code alleged to have been

1 violated, including the facts and theories to support the alleged violations;

2 b. The Employee's Notice filed with the LWDA is accompanied by a \$75 filing
3 fee; and

4 c. The LWDA shall provide notice ("LWDA Notice") to the employer and the
5 aggrieved employee by certified mail that it does not intend to investigate the
6 alleged violation within 60 calendar days of the postmark date of the
7 Employee's Notice. Upon receipt of the LWDA Notice, or if the LWDA
8 Notice is not provided within 65 calendar days of the postmark date of the
9 Employee's Notice, the aggrieved employee may commence a civil action
10 pursuant to California Labor Code section 2699 to recover civil penalties in
11 addition to any other penalties to which the employee may be entitled.

12 123. Pursuant to California Labor Code sections 2699.3(c), aggrieved employees,
13 including Plaintiff, may pursue a civil action arising under PAGA for violations of any
14 provision other than those listed in section 2699.5 after the following requirements have
15 been met:

16 a. The aggrieved employee shall give written notice by online filing
17 ("Employee's Notice") to the LWDA and by certified mail to the employer
18 of the specific provisions of the California Labor Code alleged to have been
19 violated, including the facts and theories to support the alleged violations;

20 b. The Employee's Notice filed with the LWDA is accompanied by a \$75 filing
21 fee; and

22 c. The employer may cure the alleged violation within 33 calendar days of the
23 postmark date of the Employee's Notice. The employer shall give written
24 notice by certified mail within that period of time to the aggrieved employee
25 or representative and the agency if the alleged violation is cured, including a
26 description of actions taken, and no civil action pursuant to Section 2699 may
27 commence. If the alleged violation is not cured within the 33-day period, the
28 employee may commence a civil action pursuant to Section 2699.

1 124. On September 4, 2024, Plaintiff provided written notice by online filing to
2 the LWDA and by certified mail to Defendants of the specific provisions of the California
3 Labor Code alleged to have been violated, including facts and theories to support the
4 alleged violations, in accordance with California Labor Code section 2699.3. Plaintiff's
5 notice to the LWDA was accompanied by the \$75 filing fee. A true and correct copy of
6 Plaintiff's written notice to the LWDA; GEODIS LOGISTICS LLC; and REAL TIME
7 STAFFING SERVICES, LLC DBA PROLOGISTIX dated September 4, 2024 is attached
8 hereto as "**Exhibit 1.**"

9 125. As of the filing date of the initial complaint, over 65 days have passed since
10 Plaintiff sent the LWDA Notice described above, and the LWDA has not responded that
11 it intends to investigate Plaintiff's claims. Defendants have not given notice that it has
12 cured the alleged violations set forth in this Complaint. Thus, Plaintiff has satisfied the
13 administrative prerequisites under California Labor Code section 2699.3(a) and (c) to
14 recover civil penalties against all defendants, in addition to other remedies, for violations
15 of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 1174(d),
16 1182.12, 1194, 1197, 1197.1, 1198, and 2802.

17 126. Labor Code section 558(a) provides that "[a]ny employer or other person
18 acting on behalf of an employer who violates, or causes to be violated, a section of this
19 chapter or any provision regulating hours and days of work in any order of the Industrial
20 Welfare Commission shall be subject to a civil penalty as follows: (1) For any initial
21 violation, fifty dollars (\$50) for each underpaid employee for each pay period for which
22 the employee was underpaid in addition to an amount sufficient to recover underpaid
23 wages. (2) For each subsequent violation, one hundred dollars (\$100) for each underpaid
24 employee for each pay period for which the employee was underpaid in addition to an
25 amount sufficient to recover underpaid wages." Labor Code section 558(c) provides that
26 "[t]he civil penalties provided for in this section are in addition to any other civil or
27 criminal penalty provided by law."

28 127. Defendants, at all times relevant herein, were employers or persons acting on

1 behalf of an employer(s) who violated Plaintiff's and other non-party aggrieved
2 employees' rights by violating various sections of the California Labor Code as set forth
3 above.

4 128. As set forth below, Defendants have violated numerous provisions of both
5 the Labor Code sections regulating hours and days of work as well as the applicable IWC
6 Wage Order(s), including:

- 7 a. Violations of Labor Code sections 226.7, 512(a), 1198, and the applicable
8 IWC Wage Order(s) for Defendants' failure to provide Plaintiff and other
9 Class Members with compliant meal periods and/or rest breaks, as set forth
10 above;
- 11 b. Violations of Labor Code sections 1182.12, 1194, 1197, 1197.1, 1198, and
12 the applicable IWC Wage Order(s) for Defendants' failure to compensate
13 Plaintiff and other Class Members with at least minimum wages for all hours
14 worked as set forth above;
- 15 c. Violations of Labor Code sections 510, 1198, and the applicable IWC Wage
16 Order(s) for Defendants' failure to compensate Plaintiff and other Class
17 Members with overtime wages for all hours worked in excess of eight in one
18 day or 40 in one week and double time for all hours worked in excess of 12
19 hours, as set forth above;
- 20 d. Violations of Labor Code sections 226(a), 1198, and the applicable IWC
21 Wage Order(s) for failure to provide accurate and complete wage statements
22 to Plaintiff and other Class Members as set forth above;
- 23 e. Violations of Labor Code sections 1174(d), 1198, and the applicable IWC
24 Wage Order(s) for failure to maintain payroll records. California Labor Code
25 section 1198 provides that the maximum hours of work and the standard
26 conditions of labor shall be those fixed by the Labor Commissioner and as
27 set forth in the applicable IWC Wage Order(s). Section 1198 further provides
28 that "[t]he employment of any employees for longer hours than those fixed

1 by the order or under conditions of labor prohibited by the order is unlawful.”
2 Pursuant to the applicable IWC Wage Order(s), employers are required to
3 keep accurate time records showing when the employee begins and ends each
4 work period and meal period. During the relevant time period, Defendants
5 failed, on a companywide basis, to keep records of meal period start and stop
6 times for Plaintiff and other non-party aggrieved employees in violation of
7 section 1198. California Labor Code section 1174(d) provides that “[e]very
8 person employing labor in this state shall . . . [k]eep a record showing the
9 names and addresses of all employees employed and the ages of all minors”
10 and “[k]eep, at a central location in the state or at the plants or establishments
11 at which employees are employed, payroll records showing the hours worked
12 daily by and the wages paid to, and the number of piece-rate units earned by
13 and any applicable piece rate paid to, employees employed at the respective
14 plants or establishments” During the relevant time period, and in
15 violation of Labor Code section 1174(d), Defendants willfully failed to
16 maintain accurate payroll records for Plaintiff and other non-party aggrieved
17 employees showing the daily hours they actually worked and the wages paid
18 thereto as a result of failing to record the off-the-clock hours that they
19 worked;

- 20 f. Violations of Labor Code sections 201, 202, and 203 for failure to pay all
21 earned wages upon termination as set forth above;
- 22 g. Violations of Labor Code section 204 for failure to pay all earned wages
23 during employment as set forth above;
- 24 h. Violations of Labor Code section 2802 for failure to reimburse employees
25 for all necessary, business-related expenses incurred during employment as
26 set forth above;
- 27 i. Plaintiff and other non-party aggrieved employees are therefore entitled to
28 recover penalties, attorneys’ fees, costs, and interest thereupon, pursuant to

1 Labor Code section 2699(f)-(g); and

2 j. Any and all additional applicable civil penalties and sums as provided by the
3 California Labor Code and/or other relevant statutes.

4 129. Pursuant to California Labor Code sections 2699(a), 2699.3, 2699.5, and
5 section 558, Plaintiff, acting in the public interest as a private attorney general, seeks
6 assessment and collection of civil penalties for himself, all other non-party aggrieved
7 employees, and the State of California Against All Defendants, in addition to other
8 remedies, for violations of California Labor Code sections 201, 202, 203, 204, 226(a),
9 226.7, 510, 512(a), 1174(d), 1182.12, 1194, 1197, 1197.1, 1198, and 2802.

10 130. In addition, Plaintiff seeks and is entitled to sixty-five percent (65%) of all
11 penalties obtained under California Labor Code section 2699 to be allocated to the LWDA,
12 for education of employers and employees about their rights and responsibilities under the
13 California Labor Code, and thirty-five percent (35%) to all aggrieved employees.

14 131. Further, Plaintiff is entitled to recover reasonable attorneys' fees and costs
15 pursuant to California Labor Code sections 2699(g)(1), 218.5, 1194(a) and any other
16 applicable statute.

17 **XV. PRAYER FOR RELIEF**

18 WHEREFORE, Plaintiff, on behalf of himself and all others similarly situated and
19 also on behalf of the general public, respectfully requests that this Court find against all
20 defendants as follows:

- 21 1. An order that this action may proceed and may be maintained as a class action;
22 2. All unpaid minimum wages and liquidated damages due to Plaintiff and each
23 Class Member on their minimum wage claims;
24 3. All unpaid overtime wages due to Plaintiff and each Class Member;
25 4. One hour of wages due to Plaintiff and each Class Member for each work period
26 of more than four hours when they did not receive an uninterrupted 10-minute rest break;
27 5. One hour of wages due to Plaintiff and each Class Member for each work period
28 of more than five hours when they did not receive an uninterrupted 30-minute meal period;

6. All unpaid minimum wages and liquidated damages due to Plaintiff and each Class Member on their minimum wage claim;

7. For restitution of all monies due to Plaintiff and members of the Class and disgorged profits from the unlawful business practices of Defendants;

8. For waiting time penalties pursuant to Labor Code section 203;

9. Statutory penalties under Labor Code section 226(e);

10. For reimbursement of business expenses under California Labor Code section 2802;

11. For penalties pursuant to Labor Code sections 204, 206, 210, 225.5, 226, 226.3, 226.7, 510, 512, 558, 1174.5, 1182.12, 1194, 1194.2, 1197.1, 1198, and 2802;

12. For injunctive relief enjoining Defendants from engaging in the unlawful and unfair business practices complained of herein;

13. For all civil penalties permitted by California's Private Attorneys General Act of 2004, Labor Code sections 2698, *et seq.*, based on all the alleged statutory violations set forth in this Complaint;

14. For costs of suit and expenses incurred herein pursuant to Labor Code sections 226 and 1194;

15. Prejudgment interest at the maximum legal rate on all due and unpaid wages pursuant to Labor Code section 218.6 and Civil Code sections 3287 and 3289;

16. For reasonable attorneys' fees pursuant to Labor Code sections 218.5, 226, 1194, 2699(g), and Code of Civil Procedure section 1021.5;

17. Accounting of Defendants' records for the liability period;

18. General, special, and consequential damages, to the extent allowed by law; and

19. All such other and further relief that the Court may deem just and proper.

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1 Dated: September 4, 2025

ABRAMSON LABOR GROUP

2
3 By: 
4 Cheryl A. Kenner

5 Attorneys for Plaintiff ANTHONY POWERS
6 and all others similarly situated and aggrieved
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DEMAND FOR JURY TRIAL

Plaintiff ANTHONY POWERS, on behalf of himself and all others similarly situated and aggrieved, hereby demands a jury trial with respect to all issues triable of right by jury.

Dated: September 4, 2025

ABRAMSON LABOR GROUP

By: 
Cheryl A. Kenner

Attorneys for Plaintiff ANTHONY POWERS
and all others similarly situated and aggrieved

EXHIBIT 1



1700 W Burbank Blvd.
Burbank, California 91506
t | 213.493.6300
Cheryl.K@abramsonlabor.com
www.AbramsonLaborGroup.com

September 4, 2024

VIA ONLINE SUBMISSION

Stewart Knox, Secretary
California Labor & Workforce
Development Agency
800 Capitol Mall, Suite 5000 (MIC-55)
Sacramento, CA 95814

VIA CERTIFIED MAIL

Geodis Logistics LLC
Attn: Human Resources
1950 Palmetto Avenue
Redlands, CA 92374

Real Time Staffing Services, LLC dba ProLogistix
Attn: Legal Department
1845 Satellite Blvd., #300
Duluth, GA 30097

Geodis Logistics LLC
Attn: Human Resources
2301 W. San Bernardino Ave.
Redlands, CA 92374

Real Time Staffing Services dba ProLogistix
Attn: Legal Department
1507 Lyndon B Johnson Frwy., Suite 400
Farmers Branch, TX 75234

Geodis Logistics LLC
Attn: Legal Department
7101 Executive Center Drive
Brentwood, TN 37027

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

To: The California Labor and Workforce Development Agency; Geodis Logistics LLC;
Real Time Staffing Services, LLC dba ProLogistix

From: Anthony Powers, on behalf of himself and all other current and former hourly nonexempt
employees for violations of the California Labor Code

To Whom It May Concern:

Abramson Labor Group has been retained by former employee Anthony Powers ("Mr. Powers") to seek compensation and all other available relief, including civil penalties on his behalf and on the behalf of all those similarly aggrieved (collectively with Mr. Powers, "Claimants") who have been injured by Geodis Logistics LLC and Real Time Staffing Services, LLC doing business as ProLogistix's (collectively,

“Geodis Logistics”) violations of the California Labor Code. Mr. Powers, on behalf of himself and all other similarly aggrieved current and former hourly nonexempt employees of Geodis Logistics, intends to seek civil penalties, attorneys’ fees, costs, and other available relief for violations of the California Labor Code, which are recoverable under sections 2698, *et seq.* of the Labor Code Private Attorneys General Act of 2004 (“PAGA”).

Factual Statement:

Geodis Logistics is operating throughout California and internationally as a logistics company that imports and exports goods by ground transportation, ocean freight and also offers end-to-end warehousing solutions. Real Time Staffing Services, LLC doing business as ProLogistix (“ProLogistix”) is a staffing agency that supplies staff to Geodis Logistics, among other companies. Mr. Powers came to work for Geodis Logistics LLC through ProLogistix, but Mr. Powers maintains that Geodis Logistics LLC was a joint employer with ProLogistix.

Claimant Mr. Powers works for Geodis Logistics as an hourly, nonexempt employee in the position of Forklift Operator, earning \$21.50 per hour from approximately January 2, 2024 through April 2024. Mr. Powers, on behalf of himself and all other similarly aggrieved current and former employees in California in various positions, are or were engaged in the warehousing of fertilizer and other products for Geodis Logistics. As part of their employment with Geodis Logistics, Claimant and other hourly, nonexempt employees, collectively, “hourly nonexempt employees,” are or were assigned to and required to suffer and permitted to work, some with and some without pay, while performing tasks collectively including, but not limited to, inspecting the forklift and filling out related paperwork; driving the forklift; cleaning up fertilizer from punctured bags and re-bagging the fertilizer; stretching at the start of the work day; fulfilling orders; shrink-wrapping fertilizer bags; and using a scanner to fulfill orders.

Claimant Mr. Powers regularly worked six (6) days per week for eight (8) hours or more hours per day. During the entire course of his employment, Geodis Logistics failed to provide Mr. Powers and continues to fail to provide those similarly aggrieved with some overtime pay and compliant meal periods and rest breaks. Geodis Logistics has also failed to pay minimum wages to Mr. Powers and other hourly, nonexempt employees in violation of Labor Code sections 510, 1194, 1197, and 1182.12, and section 4 of IWC Wage Order No. 9-2001. As a consequence, Geodis Logistics has failed to comply with Labor Code sections 226.7, 510, and 512, and sections 3, 11, and 12 of all applicable Industrial Welfare Commission (“IWC”) Wage Orders, including but not limited to, IWC Wage Order No. 9-2001. In violation of Labor Code sections 510, 1194, 1197, and 1182.12, Geodis Logistics has failed to compensate Claimants at a rate of one and one-half (1.5) times their regular rate for all hours worked over eight (8) hours per workday and the first eight (8) hours worked on the seventh day of a workweek and at two (2) times their regular rate for hours worked over twelve (12) hours per workday and eight (8) hours on the seventh day of a workweek.

Geodis Logistics has also failed and continues to fail to pay all wages owed every pay period in violation of Labor Code section 204. Likewise, Geodis Logistics has failed and continues to fail to provide timely, accurate wage statements to Mr. Powers and other aggrieved persons in violation of Labor Code section 226(a). With regard to those no longer employed by Geodis Logistics, including Mr. Powers, Geodis Logistics has violated Labor Code section 203 by failing to pay all wages due upon separation. Geodis Logistics has failed and continues to fail to fully reimburse Claimants for all necessary, business-related expenses and losses they incurred, including, but not limited to, all costs incurred for the purchase of items required to carry out their duties, in violation of Labor Code section 2802. Mr. Powers is informed and believes that such violations are ongoing, systematic, and continuous. Mr. Powers intends to bring an

action against Geodis Logistics under the Private Attorneys General Act (“PAGA”) to recover wages and penalties as provided by California law.¹

Theories of Labor Code Violations and Remedies:

Claimant Mr. Powers was employed by Geodis Logistics from approximately January 2, 2024 through April 2024 as a Forklift Operator. For a period of at least four (4) years prior to August 2024, but for our purposes here, one (1) year prior, Geodis Logistics has violated and continues to violate the California Labor Code sections as detailed below.

Claimants also were at all times entitled to payment of **minimum wages**. Geodis Logistics has failed and continues to fail to pay Claimants minimum wages for all hours worked as required by Labor Code sections 510, 1194, and 1194.2 and section 4 of IWC Wage Order No. 9-2001. First, Claimants worked a substantial amount of time while off-the-clock—meaning they were not punched in for work—and therefore, those working hours were not recorded and then compensated. This off-the-clock time primarily occurred before and after Claimants’ shifts. Before clocking in for each shift, Mr. Powers conducted a forklift inspection and filled out the related paperwork. Occasionally, after clocking out for his shift, Mr. Powers had work-related discussions with supervisors who knew Mr. Powers had already clocked out. Claimants’ off-the-clock time was never subsequently added and, therefore, uncompensated. Accordingly, Claimants were not paid for that time spent working off the clock. Second, Defendant enforces practices that effectively require Claimants to perform work during their meal periods and rest breaks, the effects of which Defendant could have mitigated by enforcing a policy that required walkie talkies to be left at work stations and not taken to meal periods and rest breaks, which may require increasing staff to complete jobs asked of employees taking their meal periods and rest breaks. However, Defendant instead chose to preserve smaller-than-optimum staffing levels, which forced meal periods and rest breaks into noncompliance. With that, Geodis Logistics’ corresponding failure to provide premium pay at the correct regular rate, if any premiums were paid at all, in lieu of compliant meal periods and rest breaks constitutes Geodis Logistics’ failure to pay minimum wages and all hours worked every pay period and upon separation in violation of Labor Code sections 201, 202, 203, 204, 226(a), 510, 1182.12, 1194, and 1197. Geodis Logistics’ failure to pay Claimants their meal period and rest break premiums for noncompliant meal periods and rest breaks, as explained in further detail below, also constitutes a failure to pay minimum wages to Claimants. Therefore, Claimants are entitled to recover wages and/or penalties as provided by Labor Code section 1197.1 and section 20 of IWC Wage Order No. 9-2001.

¹ Without limitation, Mr. Powers, if permitted, will seek any and all penalties otherwise capable of being collected by the Commission. This includes each provision as set forth in Labor Code section 2699.5 as follows:

The provisions of subdivision (a) of Section 2699.3 apply to any alleged violation of the following provisions: subdivision (k) of Section 96, Sections 98.6, 201, 201.3, 201.5, 201.7, 202, 203, 203.1, 203.5, 204, 204a, 204b, 204.1, 204.2, 205, 205.5, 206, 206.5, 208, 209, and 212, subdivision (d) of Section 213, Sections 221, 222, 222.5, 223, and 224, subdivision (a) of Section 226, Sections 226.7, 227, 227.3, 230, 230.1, 230.2, 230.3, 230A, 230.7, 230.8, and 231, subdivision (c) of Section 232, subdivision (c) of Section 232.5, Sections 233, 234, 351, 353, and 403, subdivision (b) of Section 404, Sections 432.2, 432.5, 432.7, 435, 450, 510, 511, 512, 513, 551, 552, 601, 602, 603, 604, 750, 751.8, 800, 850, 851, 851.5, 852, 921, 922, 923, 970, 973, 976, 1021, 1021.5, 1025, 1026, 1101, 1102, 1102.5, and 1153, subdivisions (c) and (d) of Section 1174, Sections 1194, 1197, 1197.1, 1197.5, and 1198, subdivision (b) of Section 1198.3, Sections 1199, 1199.5, 1290, 1292, 1293, 1293.1, 1294, 1294.1, 1294.5, 1296, 1297, 1298, 1301, 1308, 1308.1, 1308.7, 1309, 1309.5, 1391, 1391.1, 1391.2, 1392, 1683, and 1695, subdivision (a) of Section 1695.5, Sections 1695.55, 1695.6, 1695.7, 1695.8, 1695.9, 1696, 1696.5, 1696.6, 1697.1, 1700.25, 1700.26, 1700.31, 1700.32, 1700.40, and 1700.47, paragraphs (1), (2), and (3) of subdivision (a) of, and subdivision (e) of, Section 1701.4, subdivision (a) of Section 1701.5, Sections 1701.8, 1701.10, 1701.12, 1735, 1771, 1774, 1776, 1777.5, 1811, 1815, 2651., and 2673, subdivision (a) of Section 2673.1, Sections 2695.2, 2800, 2801, 2802, 2806, and 2810, subdivision (b) of Section 2929, and Sections 3095, 6310, 6311, and 6399.7.

Claimants were at all times entitled to unpaid off-duty, uninterrupted **meal periods**. As explained in the preceding paragraph, Geodis Logistics failed to authorize and permit timely, full-length meal periods for Mr. Powers and all other similarly aggrieved employees as required by Labor Code sections 226.7 and 512 and section 11 of IWC Wage Order No. 9-2001. Mr. Powers and Claimants were interrupted their meal periods with calls on their walkie talkies to ask questions, request employees return to work early, or provide instructions for when they return to work, and they also took their meal periods late—after the end of the fifth hour—because that is when Geodis Logistics authorized the cessation of work. Nonetheless, Geodis Logistics did not compensate Claimants with an extra hour of pay at the regular rate for noncompliant meal periods for each workday on which they occurred. Accordingly, since Geodis Logistics required Mr. Powers and others similarly situated to work during their meal periods in violation of Labor Code sections 226.7(a) and 512, Claimants seek all available penalties as set forth in Labor Code sections 558, section 20 of IWC Wage Order No. 9-2001, and 2699(f).

Claimants were at all times entitled to take paid, off duty 10-minute **rest breaks**. However, for the same reasons cited in the preceding paragraph regarding meal periods, Geodis Logistics likewise failed to authorize and permit Mr. Powers and all other similarly aggrieved employees to take full-length, off-duty rest breaks as required by Labor Code sections 226.7 and section 12 of IWC Wage Order No. 9-2001. Claimants were not able to take their requisite number of 10-minutes rest breaks based on their shift duration; in fact, Claimants regularly worked through their rest breaks or their rest breaks were interrupted requiring immediate return to work. Nonetheless, Geodis Logistics did not compensate Claimants with an extra hour of pay at the regular rate for noncompliant rest breaks for each workday on which they occurred. Therefore, Claimants are entitled to recover wages and/or penalties as provided by Labor Code section 558 and section 20 of IWC Wage Order No. 9-2001. Furthermore, since Geodis Logistics required their hourly nonexempt employees to perform work during rest periods in violation of Labor Code section 226.7(b), Claimants seek all available penalties set forth in Labor Code sections 558 and 2699.

At all times relevant herein, Claimants were entitled to the payment of **overtime**. That is, pursuant to Labor Code sections 510, 1194, 1197, and 1182.12, Geodis Logistics was required to compensate Claimants at a rate of one-and-one-half (1.5) times their regular rate for all hours worked over eight (8) hours per workday and the first eight (8) hours worked on the seventh day of a workweek and at two (2) times their regular rate for hours worked over twelve (12) hours per workday and eight (8) hours on the seventh day of a workweek. Mr. Powers and Claimants worked overtime hours. Geodis Logistics has failed to and continues to fail to pay Claimants overtime wages owed for off-the-clock time worked that should have been compensated as overtime, yet regularly required them to work these overtime hours without premium pay under Labor Code section 1194. In short, during the entire course of their employment, Geodis Logistics failed to provide Mr. Powers and continues to fail to provide all others similarly situated with all overtime pay in violation of 226.7, 510, and 512 and all applicable IWC Wage Orders, including but not limited to IWC Wage Order No. 9-2001, section 3.

Pursuant to Labor Code sections 201–203, Claimants who have since separated from Geodis Logistics, including Mr. Powers, were entitled to be paid all **wages owed upon separation** within the statutorily allotted time—immediately (resignation with notice and termination) or within seventy-two (72) hours (resignation without notice). Claimants, including Mr. Powers, did not receive his final pay of all wages immediately upon being terminated nor did he receive the wages Geodis Logistics did pay based on Geodis Logistics' prior failings to pay all wages owed every pay period, including but not limited to minimum wage, overtime, and meal and rest premiums owed and for all hours worked, as explained above. Geodis Logistics paid Mr. Powers his final wages at the time of the next regularly schedule paycheck one week following his termination.

Claimants were at all times entitled to be provided timely and accurate **wage statements** from Geodis Logistics pursuant to Labor Code section 226. Because Geodis Logistics failed to pay Claimants minimum wages for all hours worked before, during, and after their shifts and for all overtime wages due, Claimants'

Page 5 of 5

wage statements were inaccurate in reflecting overtime and minimum wages, and all hours worked every pay period. As a consequence, Claimants' wage statements also do not reflect the accurate amount of net and gross wages owed. Accordingly, Claimants seek all available penalties as set forth in Labor Code sections 226(e) and 2699.

Finally, Claimants were entitled to be reimbursed by Geodis Logistics for all necessary, **business-related expenses** they incurred in executing their duties for Geodis Logistics. California Labor Code section 2802 provides that "An employer shall indemnify his or his employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or his duties, or of his or his obedience to the directions of the employer, even though unlawful, unless the employee, at the time of obeying the directions, believed them to be unlawful." Geodis Logistics, however, has failed to fully reimburse Mr. Powers and Claimants for all necessary, business-related expenses and losses they incurred, including, but not limited to, all costs incurred for the purchase of slip-resistant shoes, steel toed boots, and gloves. Accordingly, Claimants are entitled to recover their unreimbursed expenditures and losses pursuant to Labor Code section 2802.

Geodis Logistics' uniform failure to pay minimum and overtime wages, failure to keep accurate time records, failure to furnish timely and accurate wage statements, and failure to reimburse all necessary, business-related expenses violate Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512, 1182.12, 1194, 1197, and 2802, and as such, penalties are recoverable as set forth in Labor Code sections 210, 1194, *et seq.*, and 2699.

Claimants are entitled to recover unpaid wages, with interest, and are entitled to an award of attorneys' fees as permitted by Labor Code section 1194, other penalties as permitted by Labor Code sections 210 and 2699, and waiting time penalties for former employees pursuant to Labor Code section 203.

Accordingly, Claimants seek the remedies set forth in the above-referenced Labor Code sections for themselves, the State of California, and all other aggrieved employees. Specifically, pursuant to PAGA, and in particular California Labor Code sections 2699(a), 2699.3(a), 2699.3(c), and 2699.5, Mr. Powers, acting in the public interest as a private attorney general, seeks assessment and collection of civil penalties for themselves, all other aggrieved employees, and the State of California against Geodis Logistics for violations of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 1174(d), 1182.12, 1194, 1197, 1197.1, and 2802.

Should you require any additional information, please feel free to contact me.

Sincerely,

ABRAMSON LABOR GROUP

A handwritten signature in cursive script, reading "Cheryl A. Kenner".

Cheryl A. Kenner