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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF RIVERSIDE

ALEXANDER W. JACKSON, an individual; on
behalf of himself and all others similarly situated,

Plaintiff,

vs.

MARTEN TRANSPORT, LTD., and DOES 1
through 25, inclusive,

Defendants.

Case # **CVRI2404789**

**CLASS ACTION COMPLAINT FOR
DAMAGES,**

- 1. FAILURE TO PAY MINIMUM
WAGES;**
- 2. FAILURE TO PROVIDE MEAL
PERIODS;**
- 3. FAILURE TO PROVIDE REST
PERIODS;**
- 4. FAILURE TO FURNISH ACCURATE
ITEMIZED WAGE STATEMENTS;**
- 5. WAITING TIME PENALTIES;**
- 6. VIOLATION OF CALIFORNIA'S
UNFAIR COMPETITON ACT ("UCL")
[Bus & Prof Code §17200 et seq.];**

[AMOUNT DEMANDED EXCEEDS
\$35,000.00]

DEMAND FOR JURY TRIAL

1 Plaintiff, Alexander W. Jackson, by and through his attorney, for this Class Action Complaint
2 against the Defendants, Marten Transport, Ltd, and Does 1 through 25, and each of them, complaints and
3 allegations as follows:
4

5 **INTRODUCTION**

6 1. This is a class action for wage and labor violations arising out of, among other things,
7 Defendant's failure to pay wages, and provide meal and rest breaks to its employee drivers.
8

9 2. As more fully set forth herein, Defendant failed to pay for all time worked, specifically
10 including required minimum wages; failed to provide off-duty meal and rest periods to its California
11 drivers in accordance with the California Labor Code § 226.7 and Industrial Wage Order No. 9-2001, §
12 11(a) ("IWC No.9"); failed to pay its drivers one hour of pay at their regular rate of compensation for
13 each instance that Defendant failed to provide statutorily mandated rest periods and off-duty meal
14 periods; and for penalties arising from Defendant's issuing to its drivers and crewmembers inaccurate
15 wage statements.
16

17 3. Plaintiff seek to represent the following Class:

18 All current and former California employees of Defendant Marten Transport, Ltd., employed in
19 California, at any time beginning four (4) years prior to the filing of the Complaint through the
20 date notice is mailed to the Class (the "Class period"), and who drove a truck for Defendant
21

22 **JURISDICTION AND VENUE**

23 4. This Court is an appropriate venue for this action under Code of Civil Procedure sections
24 395 and 395.5 because the acts that give rise to the causes of action alleged herein occurred in the County
25 of Riverside, State of California. Plaintiffs hereby designate the County of Riverside, State of California
26 as the place of proper venue.

27 5. This Court has personal jurisdiction over Defendant because Defendant conducts
28 business in the State of California, and a substantial portion of the acts, omissions, events, and

1 transactions constituting the causes of action alleged herein occurred within the State of California, and
2 more specifically, in the County of Riverside. (See Code of Civil Procedure section 410.10).

3 6. This Court has subject matter jurisdiction over the causes of action alleged in this
4 Complaint because the Court is a court of general subject matter jurisdiction and is not otherwise
5 excluded from exercising subject matter jurisdiction over said causes of action.

6 **PARTIES**

7 7. Plaintiff Alexander W. Jackson (hereinafter "Plaintiff") was, at all relevant times, a
8 citizen of the State of California. Plaintiff was employed by Defendant Marten Transport, Ltd.
9 (hereinafter "Marten") as a driver. Plaintiff was an employee of Defendant Marten from approximately
10 January 2021 to approximately February 2024.

11 8. Plaintiff is informed and believes, and based thereon alleges, that Defendant Marten is a
12 Delaware corporation doing business in California and employed and/or supervised Plaintiff during his
13 employment. Plaintiff is informed and believes, and based thereon alleges, that Defendant Marten
14 maintained and maintains its offices at 11033 Harrel St, Jurupa Valley, CA 91752.

15 9. Plaintiff is currently ignorant of the true names and capacities, whether individual,
16 corporate, associate, or otherwise, of the defendants sued herein under the fictitious names Does 1
17 through 25, inclusive, and therefore sue such defendants by such fictitious names. Plaintiff will seek
18 leave to amend this complaint to allege the true names and capacities of said fictitiously named
19 defendants when their true names and capacities have been ascertained. Plaintiff are informed and
20 believe and thereon allege that each of the fictitiously named defendants is legally responsible in some
21 manner for the events and occurrences alleged herein, and for the damages suffered by the Class.

22 10. Plaintiff is informed and believe and thereon allege that all defendants, including the
23 fictitious Doe defendants, were at all relevant times acting as actual agents, conspirators, ostensible
24 agents, partners and/or joint venturers and/or employees of all other defendants, and that all acts alleged
25 herein occurred within the course and scope of said agency, employment, partnership, and joint venture,
26 conspiracy or enterprise, and with the express and/or implied permission, knowledge, consent
27 authorization and ratification of their co-defendants; however, each of these allegations are deemed
28 "alternative" theories whenever not doing so would result in a contradiction with other allegations.

1 11. Plaintiff is informed and believes, and based thereon alleges, that at all material times,
2 one or more of each named and/or unnamed Defendants was in some fashion, by contract or otherwise,
3 the predecessors, affiliates, alter egos, assigns, joint ventures, co-ventures or partners of one or more of
4 the remaining named and/or unnamed Defendants, and as hereinafter alleged, was acting within that
5 capacity.

6 12. Plaintiff is further informed and believes, and on that basis, alleges, that one or more of
7 the remaining named and/or unnamed Defendants are the successors of one or more of the remaining
8 named and/or unnamed Defendants. Such successors are liable for the occurrences, damages and injuries
9 alleged herein to the same extent its predecessors are liable for the alleged occurrences, damages and
10 injuries.

11 13. The above Defendants named herein will be collectively referred to as "Defendant" or
12 "Defendants. "

13 **FACTS COMMON TO ALL CAUSES OF ACTION**

14 14. At all times during the liability period, Defendant employed Plaintiff and Class members
15 as truck drivers in providing Defendant's services.

16 15. During the Liability Period, Defendants were obligated to pay Plaintiff and Class
17 members for all hours worked at the legally mandated rate.

18 16. During the Liability Period, Defendants were obligated to pay Plaintiff minimum wages
19 for all hours worked.

20 17. During the liability period, Defendant failed to pay Class members for all hours worked.
21 Defendant did not pay Plaintiff and the Class members minimum wages in accordance with law.

22 18. When Plaintiff started his employment with Defendants, Defendants paid Plaintiff and
23 the class members on the basis of completed trips and/or miles traveled. Later during his employment,
24 Defendants paid Plaintiff and the class members a daily salary.

25 19. During the liability period, Plaintiff and Class members were assigned to and required
26 and permitted to work without pay, while performing tasks, including, but not limited to: several
27 nondriving tasks during their shifts. Plaintiff and Class members were not compensated for this work.

28 20. At all times during the liability period, Plaintiff and the Class members were assigned to

1 and required to work for periods lasting in excess of five (5) hours and were not provided or allowed to
2 take a thirty (30) minute, uninterrupted, off-duty meal break. Moreover, Plaintiff and the Class members
3 often worked and in excess of ten (10) hours without a second thirty (30) minute meal break.

4 21. At all times during the liability period, Plaintiff and Class members were assigned to and
5 required to work shifts lasting over four (4) hours, and were not provided nor allowed to take a ten (10)
6 minute, uninterrupted rest break during each such shift or four (4) hour work period. Defendant failed
7 to authorize and permit rest breaks during the Class period. Plaintiff and members of the Class were
8 routinely required to work through rest periods at the direction of Defendant and/or with Defendant's
9 knowledge and acquiescence.

10 22. Defendant's conduct, as alleged herein, has caused Plaintiff and Class members damages
11 including, but not limited to, loss of wages and compensation. Defendant is liable to Plaintiff and the
12 Class for failing to pay minimum wages, failing to provide meal and rest breaks, failure to provide timely
13 and accurate wage statements, failure to pay all wages owed upon termination, and unfair competition.

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

17 **CLASS DEFINITIONS AND CLASS ALLEGATIONS**

18 24. Plaintiff brings this action on behalf of themselves, and on behalf of all others similarly
19 situated, and as a member of the Class defined as follows:

20 All current and former California employees of Defendant Marten Transport, Ltd., employed in
21 California, at any time beginning four (4) years prior to the filing of the Complaint through the
22 date notice is mailed to the Class (the "Class period"), and who drove a truck for Defendant.

23 25. Plaintiff reserve the right to amend or otherwise alter the sub-class definitions presented
24 to the Court at the appropriate time, or to propose or eliminate sub-classes, in response to facts learned
25 through discovery, legal arguments advanced by Defendant or otherwise.

26 26. This action has been brought and may be properly maintained as a class action pursuant
27 to the provisions of Code of Civil Procedure § 382 (hereinafter "§ 382") and other applicable law.
28

1 27. **Numerosity of the Class:** Pursuant to § 382, members of the Class are so numerous that
2 their individual joinder is impracticable. Plaintiff estimates, on information and belief, that there are over
3 one-hundred (100) current and former aggrieved employees of Defendant employed as drivers and
4 crewmembers in California during the Class period. The precise number of Class members and their
5 addresses are known to Plaintiff or will be known to Plaintiff through discovery. Class members may be
6 notified of the pendency of this action by mail, electronic mail, the Internet, or published notice.
7

8 28. **Existence of Predominance of Common Questions of Fact and Law:** Pursuant to §
9 382, common questions of law and fact exist as to all members of the Class. These questions
10 predominate over any questions affecting only individual Class members. These common legal and
11 factual questions include:
12

- 13 a. Whether Plaintiff and each member of the Class were not paid minimum wage for
14 each hour worked or part thereof during which they were required to perform acts at
15 the direction and for the benefit of Defendant;
16
- 17 b. Whether Defendant engaged in a pattern or practice of failing to pay Plaintiff and the
18 members of the Class who worked as drivers and crewmembers in California for the
19 total hours worked during the Class period.
20
- 21 c. Whether Defendant violated Labor Code § 2267.7 and/or § 512 and engaged in a
22 pattern or practice of failing to provide timely, off-duty thirty (30) minute meal
23 periods to Plaintiff and members of the Class who worked as drivers and
24 crewmembers in California during the Class period;
25
- 26 d. Whether Defendant engaged in a pattern or practice of impeding Plaintiff and the
27 members of the Class who worked as drivers and crewmembers in California during
28

1 the Class period from taking statutory off-duty thirty (30) minute meal periods on a
2 timely basis;

- 3 e. Whether Defendant engaged in a pattern or practice of failing to properly compensate
4 Plaintiff and the members of the Class who worked as drivers and crewmembers in
5 California during the Class period for missed, untimely or on-duty meal periods as
6 required by California law;
- 7 f. Whether Defendant violated California Industrial Welfare Commission ("IWC")
8 Order No.9, § 11 by failing to provide Plaintiff and the members of the Class who
9 worked as drivers and crewmembers in California during the Class period with timely
10 off-duty thirty (30) minute meal periods;
- 11 g. Whether Defendant engaged in unfair practice and violated California Business and
12 Professions Code § 17200 by failing to provide Plaintiff and the members of the Class
13 who worked as drivers and crewmembers in California during the Class period with
14 their statutory off-duty meal periods on a timely basis;
- 15 h. Whether Defendant maintained accurate time records of off-duty thirty (30) minute
16 meal breaks taken by Plaintiff and members of the Class during the Class period in
17 accordance with § 7 of IWC Wage Order No. 9-2001;
- 18 i. Whether Defendant violated Labor Code § 226(a) by issuing inaccurate itemized wage
19 statements to Plaintiff and members of the Class that failed to include payments for
20 missed, untimely, and/or on-duty meal periods among wages earned throughout the
21 Class period;
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- 1 j. Whether Defendant violated Labor Code § 226 by issuing inaccurate itemized wage
2 statements to Plaintiff and members of the Class that failed to accurately state the
3 total hours worked, to the detriment of Plaintiff and the Class;
4
- 5 k. Whether Defendant failed to compensate, and therefore violated IWC Wage Order
6 No. 9-2001 and Labor Code§ 226.7 by failing to provide ten (10) minute,
7 uninterrupted rest periods as contemplated by California law for work periods in
8 excess of four (4) hours;
9
- 10 l. Whether Defendant engaged in a pattern or practice of failing to properly compensate
11 Plaintiff and the members of the Class who worked as drivers and crewmembers in
12 California during the Class period for failing to provide ten (10) minute,
13 uninterrupted rest periods as contemplated by California law for work periods in
14 excess of four (4) hours;
15
- 16 m. Whether Defendant violated the Labor Code, including but not limited to §§ 218.5,
17 204, 1194.2 1197, and 1198 due to failure to compensate Plaintiff and the Class for
18 those acts Defendant required Plaintiff and members of the Class to perform for the
19 benefit of Defendant;
20
- 21 n. The nature and extent of class-wide injury and the measure of damages for the injury.

22 29. Typicality: Plaintiff's claims are typical of the claims of the members of the class and/or
23 subclasses he represents because Plaintiff, as employee drivers and crewmembers of Defendant was
24 exposed and subjected to the same unlawful business practices as other drivers and crewmembers
25 employed by Defendant during the liability period. Plaintiff and the members of the classes he
26 represents sustained the same types of damages and losses.
27
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1 30. **Adequacy:** Plaintiff is an adequate representative of the Class he seeks to represent
2 because his interests do not conflict with the interests of the members of the class or subclasses Plaintiff
3 seeks to represent. Plaintiff has retained counsel competent and experienced in complex class action
4 litigation and Plaintiff intends to prosecute this action vigorously. The interests of members of each
5 Class will be fairly and adequately protected by Plaintiff and his counsel.
6

7 31. **Superiority and Substantial Benefit:** The class action is superior to other available
8 means for the fair and efficient adjudication of Plaintiff and the Class members' claims. The damages
9 suffered by each individual Class member may be limited. Damages of such magnitude are small given
10 the burden and expense of individual prosecution of the complex and extensive litigation necessitated
11 by Defendant's conduct. Further, it would be virtually impossible for the Class members to redress the
12 wrongs done to them on an individual basis. Even if members of the Class themselves could afford
13 such individual litigation, the court system could not. Individualized litigation increases the delay and
14 expense to all parties and the court system, due to the complex legal and factual issues of the case. By
15 contrast, the class action device presents far fewer management difficulties, and provides the benefits of
16 single adjudication, economy of scale, and comprehensive supervision by a single court.
17
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19 32. The Class should also be certified because:

- 20 a. The prosecution of separate actions by individual members of the Class would create
21 a risk of inconsistent or varying adjudications with respect to individual Class
22 members which would establish incompatible standards of conduct for Defendant;
23 b. The prosecution of separate actions by individual members of the Class would create
24 a risk of adjudication with respect to them, which would, as a practical matter, be
25 dispositive of the interests of the other Class members not parties to the adjudications,
26 or substantially impair or impede their ability to protect their interests; and
27
28

1 c. Defendant has acted or refused to act on grounds generally applicable to the Class,
2 and/or the general public, thereby making appropriate final and injunctive relief with
3 respect to the Classes as a whole.
4

5 **CLAIMS FOR RELIEF**

6 **FIRST CAUSE OF ACTION**

7 **UNLAWFUL FAILURE TO PAY MINIMUM WAGES** 8 **(Violation of Labor Code §§ 510, 1194, 1194.2, and 1197; Wage Order No. 9-2001,§4)** 9 **(Against All Defendants)**

10 33. Plaintiff, realleges and incorporates by reference the preceding paragraphs of this
11 Complaint as if fully set forth herein.

12 34. Labor Code § 1197 provides: "The minimum wage for employees fixed by the
13 commission is the minimum wage to be paid to employees, and the payment of a less wage than the
14 minimum so fixed is unlawful."

15 35. Labor Code§ 1194, subdivision (a) provides: "Notwithstanding any agreement to work
16 for a lesser wage, an employee receiving less than the legal minimum wage or the legal overtime
17 compensation applicable to the employee is entitled to recover in a civil action the unpaid balance of
18 the full amount of this minimum wage or overtime compensation, including interest thereon, reasonable
19 attorney's fees, and costs of suit."

20 36. Labor Code§ 1194.2 provides in relevant part: "In any action under Section 1193.6 or
21 Section 1194 to recover wages because of the payment of a wage less than the minimum wage fixed by
22 an order of the commission, an employee shall be entitled to recover liquidated damages in an amount
23 equal to the wages unlawfully unpaid and interest thereon."

24 37. Pursuant to IWC Wage Order No. 9-2001, at all times material hereto, "hours worked"
25 includes "the time during which an employee is subject to the control of an employer, and includes all
26 the time the employee is suffered or permitted to work, where or not required to do so."
27
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1 38. At all times relevant during period of time that Defendant paid its drivers per completed
2 trips and/or miles traveled, Plaintiff engaged in several nondriving tasks during his shifts. Specifically,
3 Defendant required Plaintiff to perform tasks off-the-clock and or exerted control over him without
4 compensation.

5
6 39. At all times relevant during period of time that Defendant paid its drivers per completed
7 trips and/or miles traveled, under the provisions of Wage Order No. 9-2001, Plaintiff and each Class
8 member should have received not less than the minimum wage in a sum according to proof for the time
9 worked, but not compensated.

10
11 40. For all hours that Plaintiff and the Class members worked, they are entitled to not less
12 than the California minimum wage and, pursuant to Labor Code§ 1194.2(a) liquidated damages in an
13 amount equal to the unpaid minimum wages and interest thereon. Pursuant to Labor Code § 1194,
14 Plaintiff and the Class members are also entitled to their attorneys' fees costs and interest according to
15 proof.

16
17 41. At all times relevant during the liability period, Defendant willfully failed and refused,
18 and continues to willfully fail and refuse, to pay Plaintiff and Class members the amounts owed.

19 42. As a direct and proximate result of Defendant's violations, Plaintiff and the Class
20 members are entitled to recover either their unpaid hourly wages due, or minimum wage plus interest
21 and/or liquidated damages in an additional amount equal to the total amount of wages unlawfully
22 withheld during the Class Period.

23
24 43. Additionally, Plaintiff and the Class members are entitled to attorney's fees and costs,
25 pursuant to Labor Code sections 218.5, 1194 and prejudgment interest pursuant to Labor Code, section
26 218.6 and Code of Civil Procedure section 3287.

SECOND CAUSE OF ACTION
FAILURE TO PROVIDE MEAL PERIODS
(Cal. Lab. Code §§ 226.7, 512 and Wage Order 9-2001, § 11)
(Plaintiff Against All Defendants and DOES 1 through 25, Inclusive)

44. Plaintiff, realleges and incorporates by reference the preceding paragraphs of this Complaint as if fully set forth herein.

45. Section 512(a) of the California Labor Code provides, in relevant part, that: "An employer may not employ an employee for a work period of more than five hours per day without providing the employee with a meal period of not less than 30 minutes, except that if the total work period per day of the employee is no more than six hours, the meal period may be waived by mutual consent of both the employer and employee. An employer may not employ an employee for a work period of more than 10 hours per day without providing the employee with a second meal period of not less than 30 minutes, except that if the total hours worked is no more than 12 hours, the second meal period may be waived by mutual consent of the employer and the employee only if the first meal period was not waived."

46. California Labor Code § 226.7 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."

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

48. IWC Order No. 9-2001(11)(A) provides, in relevant part: "No employer shall employ any person for a work period of more than five (5) hours without a meal period of not less than 30 minutes,

1 except that when a work period of not more than six (6) hours will complete the day's work the meal
2 period may be waived by mutual consent of the employer and the employee."

3 49. Plaintiff consistently worked over six (6) hours for Defendant and therefore was entitled
4 to a meal period of not less than thirty (30) minutes prior to exceeding five (5) hours of employment.
5 Defendant failed to provide Plaintiff with work-free, uninterrupted meal periods within the first five (5)
6 hours of his work shift. The schedule that Defendant provided Plaintiff did not provide Plaintiff an
7 opportunity to take a lawful meal break. In addition, Defendant failed to schedule Plaintiff in a manner
8 so as to reasonably provide timely meal and/or work free meal period as required by Labor Code
9 sections 226.7 and 512. As a result, Plaintiff repeatedly forced to forgo his meal periods, work during
10 his meal periods and/or take meal periods after the fifth (5th) hour of his shift.
11
12

13 50. As such, Plaintiff was repeatedly forced to forgo his meal periods, work during his meal
14 periods and/or take meal periods after the fifth (5th) hour without compensation and is thus entitled to
15 damages in an amount equal to one (1) additional hour of wages per missed meal period, in a sum to be
16 proven at trial.
17

18 51. As a direct and proximate result of Defendant's violations, Defendant has violated
19 California Labor Code § 226.7 and § 11 of IWC Wage Order No. 9-2001, and is liable to Plaintiff and the
20 Class.
21

22 52. As a result of the unlawful acts of Defendant, Plaintiff and the Class have been deprived
23 of timely off-duty meal periods, and are entitled to recovery under Labor Code § 226.7(b) and § 11 of
24 IWC Wage Order No. 9-2001, in the amount of one additional hour of pay at the employee's regular
25 rate of compensation for each work period during each day in which Defendant failed to provide its
26 drivers and crewmembers with timely statutory off-duty meal periods.
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THIRD CAUSE OF ACTION
FAILURE TO PROVIDE REST PERIODS
(Labor Code §§ 226.7 and Wage Order 9-2001, § 12)
Against All Defendants and DOES 1 through 25, Inclusive)

53. Plaintiff, realleges and incorporates by reference the preceding paragraphs of this Complaint as if fully set forth herein.

54. California Labor Code§ 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.

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

56. IWC Order No.9-2001(12)(A) provides, in relevant 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 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 hours. Authorized rest period time shall be counted as hours worked for which there shall be no deduction from wages."

57. IWC Order No. 9-2001 (12)(B) further 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."

1 58. Plaintiff and the class members consistently worked over four (4) hours per shift and
2 therefore were entitled to a rest period of not less than ten (10) minutes prior to exceeding four (4)
3 hours of employment.

4 59. Defendant failed and/or refused to permit Plaintiff and the class members with duty-free
5 rest periods. The schedule that Defendant provided Plaintiff did not provide Plaintiff an opportunity to
6 take a lawful rest break. Defendant failed to formulate and implement policies and practices mandating
7 rest periods and failed to schedule Plaintiff in a manner so as to reasonably provide timely rest and/or
8 work free rest period as required by Labor Code sections 226.7 and 512. As such, Plaintiff did not
9 receive his rest break(s) on most, if not all, days worked.

10 60. By their foregoing actions, Defendant violated § 12 of IWC Wage Order No. 9-2001 and
11 California Labor Code § 226.7, and are liable to Plaintiff and the Class.

12 61. As a direct and proximate result of Defendant's unlawful action, Plaintiff and the Class
13 have been deprived of timely rest periods and/or were not paid for rest periods taking during the Class
14 period, and are entitled to recovery under Labor Code § 226.7(b) in the amount of one additional hour
15 of pay at the employee's regular rate of compensation for each work period during each day in which
16 Defendant failed to provide employees with timely and/or paid rest periods.

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21 **FOURTH CAUSE OF ACTION**
22 **FAILURE TO FURNISH TIMELY AND ACCURATE WAGE STATEMENTS**
23 **(Violation of Labor Code §§ 226 and 226.3)**
24 **Against All Defendants and DOES 1 through 25, Inclusive)**

25 62. Plaintiff, realleges and incorporates by reference the preceding paragraphs of this
26 Complaint as if fully set forth herein.

27 63. California Labor Code § 226(a) provides: "Every employer shall, semimonthly or at the
28 time of each payment of wages, furnish each of his or her employees, either as a detachable part of the

1 check, draft, or voucher paying the employee's wages, or separately when wages are paid by personal
2 check or cash, an accurate itemized statement in writing showing (1) gross wages earned, (2) total
3 hours worked by the employee ... , (3) the number of piece-rate units earned and any applicable piece
4 rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made
5 on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6)
6 the inclusive dates of the period for which the employee is paid, (7) the name of the employee and his
7 or her social security number, except that by January 1, 2008, only the last four digits of his or her
8 social security number or an employee identification number other than a social security number may
9 be shown on the itemized statement, (8) the name and address of the legal entity that is the employer,
10 and (9) all applicable hourly rates in effect during the pay period and the corresponding number of
11 hours worked at each hourly rate by the employee."
12

13
14 64. Labor Code § 226(e) provides that an employee is entitled to recover \$50 for the initial
15 pay period in which a violation of § 226 occurs and \$100 for each subsequent pay period, as well as an
16 award of costs and reasonable attorneys' fees, for all pay periods in which the employer knowingly and
17 intentionally failed to provide accurate itemized statements to the employee causing the employee to
18 suffer injury.
19

20 65. Plaintiff is informed, believes and thereon alleges that at all times relevant, Defendant
21 knowingly and intentionally failed to furnish and continues to knowingly and intentionally fail to
22 furnish Plaintiff and each Class member with timely and accurate itemized statements showing the total
23 hours worked and gross wages earned by each of them, as required by Labor Code § 226 (a), in that the
24 hours worked were not included in total hours worked and payments owed to Plaintiff and the members
25 of the Class for unpaid minimum wages, and unlawful meal and rest periods, were not included in gross
26 wages earned by Plaintiff and the Class.
27
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66. Defendant's failure to provide Plaintiff and members of the Class with accurate itemized wage statements during the Class period has caused Plaintiff and members of the Class to incur economic damages in that they were not aware that they were owed and not paid compensation for unlawful rest periods and unlawful meal periods, and for hours worked without pay. In addition, as set forth in Plaintiff first cause of action, Defendant provided inaccurate information regarding hours worked, which masked their underpayment of wages to Plaintiff and the Class.

67. Defendants and each of them, knowingly and intentionally failed to comply with Labor Code Section 226, causing damages to the Plaintiff. These damages, including but not limited to costs expended calculating the true hours worked and the amount of employment taxes which were not properly paid to state and federal tax authorities, are difficult to estimate. Therefore, the Plaintiff elects to recover liquidated damages of \$50.00 for the initial pay period in which the violation occurred, and \$100.00 for each violation in subsequent pay periods pursuant to the Labor Code Section 226, in an amount according to proof at the time of trial, plus reasonable attorney's fees and costs pursuant to Labor Code Section 226(g).

FIFTH CAUSE OF ACTION
FAILURE TO PAY ALL WAGES DUE AT SEPARATION
(Violation of Labor Code § 203)
Against All Defendants and DOES 1 through 25, Inclusive)

68. Plaintiff, realleges and incorporates by reference the preceding paragraphs of this Complaint as if fully set forth herein.

69. California Labor Code §§ 201 and 202 requires Defendant to pay all compensation due and owing to former drivers and crewmembers at or around the time employment is terminated. Section 203 of the California Labor Code provides that if an employer willfully fails to pay compensation promptly upon discharge or resignation, as required by §§ 201 and 202, then the employer is liable for penalties in the form of continued compensation up to thirty (30) work days.

1 70. At all times relevant during the liability period, Plaintiff and the other members of the
2 Class were employees of Defendant covered by Labor Code § 203.

3 71. As set forth above, Plaintiff and the Class were not paid for all hours worked and were
4 not paid wages for unlawful meal and rest breaks.

5 72. Defendant willfully failed to pay Plaintiff and other members of the Class who are no longer
6 employed by Defendant for their uncompensated hours, and missed, untimely or on-duty meal and rest
7 periods upon their termination or separation from employment with Defendant as required by California
8 Labor Code §§ 201 and 202. As a result, Defendant is liable to Plaintiff and other members of the Class
9 who are no longer employed by Defendant for waiting time penalties amounting to thirty days wages for
10 Plaintiff and each such Class member pursuant to California Labor Code § 203, together with interest
11 thereon and attorneys' fees and costs, pursuant to California Labor Code section 203, in an amount
12 according to proof at the time of trial.
13
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15 **SIXTH CAUSE OF ACTION**
16 **VIOLATION OF CALIFORNIA'S UNFAIR COMPETITION ACT**
17 **(Violation of California's Unfair Competition Law, Bus. & Prof. Code §§ 17200 *et seq.***
18 **(Against All Defendants and DOES 1 through 25, Inclusive)**

19 73. Plaintiff, realleges and incorporates by reference the preceding paragraphs of this
20 Complaint as if fully set forth herein.

21 74. Section 17200 of the California Business and Professions Code (the "UCL") prohibits
22 any unlawful, unfair, or fraudulent business practices.
23

24 75. Through its action alleged herein, Defendant has engaged in unfair competition within
25 the meaning of the UCL. Defendant's conduct, as alleged herein, constitutes unlawful, unfair, and/or
26 fraudulent business practices under the UCL.
27
28

76. Defendant's unlawful conduct under the UCL includes, but is not limited to, violating the statutes alleged herein. Defendant's 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. Defendant's 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.

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

78. As a direct and proximate result of these unlawful and unfair practices, Plaintiff and the class members have suffered injury in fact and lost income in that Defendants have become unjustly enriched by the savings in salaries, benefits, and other employment perquisites that Plaintiff and the class members would otherwise have earned but for the aforesaid unfair business practices. Plaintiff and the Class seek restitutionary disgorgement from Defendant, and an injunction prohibiting them from engaging in the unlawful, unfair, and/or fraudulent conduct alleged herein.

PRAYER

WHEREFORE, the Plaintiffs respectfully prays that this Court enter judgment in her favor and against Defendants, and each of them, as follows:

1. An order that this action may proceed and be maintained as a class action;
2. For all unpaid minimum wages and liquidated damages due to Plaintiff and each Class member on their minimum wage claim;
3. For one hour of wages due to Plaintiff and each Class member for each work period of more than four (4) hours when they did not receive an uninterrupted ten (10) minute rest period;

4. For one hour of wages due to Plaintiff and each Class member for each work period of more than five (5) hours when they did not receive an uninterrupted thirty (30) minute meal period;
5. For waiting time penalties under Labor Code § 203
6. For statutory penalties under Labor Code § 226(e);
7. An order requiring Defendant to comply with Labor Code § 226(a) with respect to all currently employed members of the Class;
8. For restitutionary disgorgement pursuant to the UCL;
9. An order enjoining Defendant from further unfair and unlawful business practices in violation of Business & Professions Code §§ 17200 *et seq*;
10. For pre-judgment and post-judgment interest at the maximum legal rate;
11. General, special and consequential damages, to the extent allowed by law;
12. An award of Plaintiff's costs, disbursements and reasonable attorneys' fees to the extent allowable by law on the appropriate causes of action; and
13. An award of such other and further legal and equitable relief as this Court deems necessary, just and proper.

DEMAND FOR JURY TRIAL

Plaintiff hereby demands a jury trial as provided by § 631 of the California Code of Civil Procedure.

Dated: August 21, 2024

LAW OFFICES OF MORRIS NAZARIAN, APC

Morris Nazarian

Morris Nazarian, Esq.
Attorney for Plaintiffs,
Attorneys for Plaintiff and others
Similarly situated