

FILED
Superior Court of California
County of Los Angeles

02/18/2025

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SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

ENRIQUE ROMERO, on behalf of himself and
all others similarly situated;

Plaintiff,

vs.

GOLDEN GATE LOGISTICS LLC, a
California limited liability company; and DOES
1 through 100, inclusive;

Defendants.

Case No. 24STCV32859

**FIRST AMENDED CLASS AND
REPRESENTATIVE ACTION
COMPLAINT FOR:**

- 1. MINIMUM WAGE VIOLATIONS
(LABOR CODE §§ 204, 226.2, 558,
1182.12, 1194, 1194.2, 1197, 1198);**
 - 2. FAILURE TO PAY OVERTIME
WAGES (LABOR CODE §§ 204, 510,
558, 1194, 1198);**
 - 3. MEAL PERIOD VIOLATIONS
(LABOR CODE §§ 226.7, 512, 1198);**
 - 4. REST PERIOD VIOLATIONS
(LABOR CODE §§ 226.7, 516, 1198);**
 - 5. UNLAWFUL WAGE DEDUCTIONS
(LABOR CODE § 221 *et seq.*);**
 - 6. WAGE STATEMENT VIOLATIONS
(LABOR CODE §§ 226, *et seq.*, 226.2);**
 - 7. WAITING TIME PENALTIES
(LABOR CODE §§ 201-203);**
 - 8. FAILURE TO REIMBURSE
BUSINESS EXPENSES (LABOR
CODE §§ 2802, 2804);**
 - 9. UNFAIR COMPETITION (BUS. &
PROF. CODE § 17200, *et seq.*); and**
 - 10. CIVIL PENALTIES UNDER THE
PRIVATE ATTORNEYS GENERAL
ACT (LABOR CODE § 2698 *et seq.*).**
- DEMAND FOR JURY TRIAL
UNLIMITED CIVIL CASE**

1 Plaintiff Enrique Romero (“Plaintiff”), on behalf of himself and all others similarly
2 situated, and as a private attorney general on behalf of the State of California and other aggrieved
3 employees, hereby brings this Class and Representative Action Complaint against Golden Gate
4 Logistics LLC and Does 1 through 100, inclusive (collectively, “Defendants”), and on
5 information and belief alleges as follows:

6 **JURISDICTION**

7 1. Plaintiff, on behalf of himself and all others similarly situated, and as a private
8 attorney general on behalf of the State of California and other aggrieved employees, hereby brings
9 this class action for recovery of unpaid wages and penalties under California Business and
10 Professions Code section 17200, *et. seq.*; Labor Code sections 201-204, 221 *et seq.*, 226, 226.2,
11 226.7, 226.8, 245 *et seq.*, 510, 512, 516, 558, 1182.12, 1194, 1194.2, 1197, 1198, 2802, 2804,
12 2698 *et seq.*; and Industrial Welfare Commission Wage Order No. 9 (“Wage Order 9”), in addition
13 to seeking declaratory relief and restitution. This class action is brought pursuant to California
14 Code of Civil Procedure section 382. This Court has jurisdiction over Defendants’ violations
15 because the amount in controversy exceeds this Court’s jurisdictional minimum.

16 **VENUE**

17 2. Venue is proper in this judicial district pursuant to California Code of Civil
18 Procedure §§ 395(a) and 395.5, as at least some of the acts and omissions complained of herein
19 occurred in Los Angeles County. Defendants own, maintain offices, transact business, have an
20 agent or agents within Los Angeles County, and/or otherwise are found within Los Angeles
21 County, and Defendants are within the jurisdiction of this Court for purposes of service of process.

22 **PARTIES**

23 3. Plaintiff is an individual over the age of eighteen (18). At all relevant times herein,
24 Plaintiff was, and currently is, a California resident. During the four years immediately preceding
25 the filing of this action and within the statute of limitations periods applicable to each cause of
26 action pled herein, Plaintiff was employed by Defendants as a non-exempt employee, although
27 Defendants misclassified him and other Class members as independent contractors. Plaintiff was,
28 and is, a victims of Defendants’ policies and/or practices complained of herein, lost money and/or

property, and has been deprived of the rights guaranteed by California Labor Code §§ 201-204, 221 *et seq.*, 226, 226.2, 226.7, 226.8, 245 *et seq.*, 510, 512, 516, 558, 1182.12, 1194, 1194.2, 1197, 1198, 2802, 2804, 2698 *et. seq.*; California Business & Professions Code § 17200, *et seq.* (Unfair Competition), and Wage Order 9, which sets employment standards for employees in the transportation industry.

4. Plaintiff is informed and believes, and based thereon alleges, that during the four years preceding the filing of this lawsuit and continuing to the present, Defendants did (and do) business as a delivery and logistics company headquartered in Los Angeles County, and that they employed Plaintiff and other similarly situated non-exempt employees within the State of California.

5. Plaintiff does not know the true names or capacities, whether individual, partner, or corporate, of the defendants sued herein as DOES 1 through 100, and for that reason, said defendants are sued under such fictitious names, and Plaintiff will seek leave from this Court to amend this Complaint when such true names and capacities are discovered. Plaintiff is informed and believes, and thereon alleges, that each of said fictitious defendants, whether individual, partners, or corporate, were responsible in some manner for the acts and omissions alleged herein, and proximately caused Plaintiff and the Classes (as defined in Paragraph 25) to be subject to the unlawful employment practices, wrongs, injuries, and damages complained of herein.

6. Plaintiff is informed and believes, and based thereon alleges, that at all times mentioned herein, Defendants were and are the employers of Plaintiff and all Class members.

7. At all times herein mentioned, each of said Defendants participated in the acts herein alleged to have been done by the named Defendants; and furthermore, the Defendants, and each of them, were the agents, servants, and employees of each of the other Defendants, as well as the agents of all Defendants, and at all times herein mentioned were acting within the course and scope of said agency and employment. Defendants, and each of them, approved of, condoned, and/or otherwise ratified each of the acts or omissions alleged herein.

8. At all times mentioned herein, Defendants, and each of them, were members of and engaged in a joint venture, partnership, and common enterprise, and acting within the course

and scope of and in pursuance of said joint venture, partnership, and common enterprise. Further, Plaintiff alleges that all Defendants were joint employers for all purposes of Plaintiff and all Class Members (as defined in Paragraph 25).

GENERAL FACTUAL ALLEGATIONS

9. Plaintiff was employed by Defendants as a delivery driver from late 2023 until on or about December 9, 2024. Although Plaintiff should have been classified as an employee, as he performed the very work that Defendants provide to their customers, Defendants misclassified Plaintiff as an independent contractor throughout his employment in violation of Labor Code § 226.8. Defendants have employed many other workers during the relevant time period, including drivers, who likewise have been misclassified by Defendants as independent contractors.

10. Defendants knew, or reasonably should have known, that Plaintiff and their other workers were employees, but Defendants willfully misclassified them as independent contractors. Specifically, Defendants are a delivery and logistics company, doing business as “Deliver-It.” Plaintiff and other Class members provide those delivery and logistics services and/or provide other services to Defendants that are within the usual course and scope of Defendants’ business, and perform those duties under Defendants’ direct supervision and control. *See Dynamex Operations West v. Superior Court*, 4 Cal.5th 903, 916-17 (2018) (“Under this [ABC] test, a worker is properly considered an independent contractor to whom a wage order does not apply only if the hiring entity establishes: (A) that the worker is free from the control and direction of the hirer in connection with the performance of the work, . . . [and] (B) that the worker performs work that is outside the usual course of the hiring entity’s business . . .”).

11. In addition to willfully misclassifying Plaintiff and other employees as independent contractors, Defendants have also failed to pay Plaintiff and other employees for all hours worked, and specifically for non-productive time. Plaintiff and other drivers were paid per delivery (i.e., a “piece rate”). However, they were not paid separately for time spent on non-delivery tasks such as loading their vehicles, scanning packages before their delivery runs, filling their vehicles with gas, washing their vehicles, getting their vehicles serviced, and/or other tasks that did not result in additional compensation. Thus, Defendants violated Labor Code §

1 226.2(a)(1) by failing to compensate Plaintiff and other employees separately for such
2 “nonproductive time.” Likewise, Defendants failed to pay Plaintiff and other employees
3 separately for rest periods pursuant to Labor Code § 226.2(a)(1), resulting in additional unpaid
4 wages. These practices resulted in a failure to pay at least the minimum wage for all hours worked.

5 12. Defendants have also failed to pay any overtime wages whatsoever. Plaintiff and
6 other employees routinely worked over 8.0 hours in a workday and/or over 40.0 hours in a
7 workweek, but Defendants failed to pay them any overtime wages at all, in violation of California
8 law.

9 13. In addition to failing to pay for all hours worked and all overtime hours worked,
10 Defendants caused unlawful deductions to be taken from Plaintiff’s and other employees’ wages.
11 For example, Defendants required Plaintiff and other workers to enroll in “occupational accident
12 insurance” through a company called NICA, “in lieu of” Defendants’ purchasing workers
13 compensation insurance for their employees who were misclassified as independent contractors.
14 This resulted in deductions being taken from Plaintiff’s and other employees’ wages on a regular
15 basis. In Plaintiff’s case, the deductions were generally in the amount of \$27 or \$54 per pay
16 period, and described as “NICA Fee” on his wage statements. As another example, Defendants
17 required Plaintiff and other misclassified employees to pay an “admin fee” out of their wages to
18 enable them to view their wage statements through a third-party company called Administrative
19 Support Group, or ASG. These charges, generally \$1 per pay period, would be reflected as “ASG
20 Admin Fee” on Plaintiff’s wage statements.

21 14. Defendants have also failed to provide Plaintiff or other employees with accurate
22 itemized wage statements that contain all of the items of information required under California
23 law. For example, the wage statements provided by Defendants did not contain the name and
24 address of the employer, required by Labor Code § 226(a)(8). They simply contained the name
25 and phone number of “DCN Processing Services LLC,” which on information and belief is a
26 third-party payroll processing company. In addition, the wage statements did not contain the
27 number of pieces earned and each applicable piece rate, as required by Labor Code § 226(a)(3).
28 Nor did the wage statements contain the total hours of nonproductive time and the total hours of

compensable rest and recovery periods, the rate of compensation, and the gross wages paid for those rest periods, as required by Labor Code § 226.2(a)(2).

15. Defendants also paid Plaintiff and other employees late, in violation of Labor Code § 204. Specifically, Defendants would pay wages approximately 10-15 days after the end of the pay period. For example, for the pay period of November 4-17, 2024, Defendants paid Plaintiff on December 2, 2024, which was 15 days after the end of the pay period. As another example, for the pay period of October 21 to November 3, 2024, Defendants paid Plaintiff on November 19, 2024, which was 16 days after the end of the pay period. As another example, for the pay period of October 7-20, 2024, Defendants paid Plaintiff on November 1, 2024, which was 11 days after the end of the pay period.

16. This practice violates Labor Code § 204, which requires that all wages earned between the 1st and 15th of the month to be paid no later than the 26th day of the month, and requires that all wages earned between the 16th of the month and the last day of the month be paid no later than the 10th day of the following month. Defendants' pay practices have failed to conform with this requirement of California law. For example, in the aforementioned pay period of November 4-17, 2024, wages earned from November 4-15, 2024, were paid several days after November 26; in the aforementioned pay period of October 21 to November 3, 2024, wages earned from October 21-31, 2024 were paid well after November 10, 2024; and in the aforementioned pay period of October 7-20, 2024, wages earned from October 7-15, 2024 were paid several days after October 26, 2024.

17. Defendants have also failed to provide their non-exempt employees, including Plaintiff, with uninterrupted off-duty 30-minute meal periods. Rather, because of the workload imposed on Plaintiff and other employees (including the requirement to deliver packages by specific times), and because Defendants misclassified them as independent contractors, Plaintiff and other employees would not be able to take a legally compliant meal period, even though they typically worked well over 5 hours, and often over 10 hours, on a given workday. Nor did Defendants provide any mechanism for their employees to clock out or otherwise record meal periods. Despite failing to provide legally compliant meal periods, Defendants have failed to pay

the meal period premiums required by Labor Code § 226.7. Upon information and belief, during at least a portion of the putative class period, Defendants have maintained no payroll code or other mechanism for paying meal period premiums when Defendants failed to provide a legally compliant meal period.

18. Defendants have also failed to authorize and permit compliant rest periods to Plaintiff and other non-exempt employees. As with meal periods, Defendants never authorized rest periods in the first place because they misclassified Plaintiff and other employees as independent contractors, and in addition, the workload imposed by Defendants made it impracticable to take a 10 minute off-duty rest period for each four hours of work (or major fraction thereof). Moreover, Defendants failed to separately compensate Plaintiff and other piece-rate drivers for their rest periods as required by Labor Code § 226.2; thus, Defendants failed to authorize and permit paid rest periods to Plaintiff and other piece-rate drivers.

19. Despite failing to authorize and permit legally compliant rest periods to Plaintiff and other non-exempt employees, Defendants have failed to pay the rest period premiums required by Labor Code § 226.7. Upon information and belief, during at least a portion of the putative class period, Defendants have maintained no payroll code or other mechanism for paying rest period premiums when Defendants failed to authorize and permit a legally compliant rest period.

20. Defendants have also failed to reimburse Plaintiff and other employees for expenses they incurred in the course of their employment. Specifically, Defendants required Plaintiff and other employees to use their personal cellphones for a variety of work-related reasons, including downloading apps such as EC Mobile (among others), which Defendants required Plaintiff and other drivers to download (for a fee) and use on their personal cell phones, and which Plaintiff and other drivers used to take and upload pictures of their deliveries and otherwise track their deliveries for Defendants.

21. Despite requiring Plaintiff and other employees to use their personal property for work-related purposes, Defendants have failed to reimburse them for any portion of their personal expenses, including any portion of their monthly cell phone bill. As a result of the foregoing,

1 Plaintiff and other employees are entitled to reimbursement pursuant to Labor Code § 2802 and
2 *Cochran v. Schwan's Home Service, Inc.* (2014) 228 Cal.App.4th 1137 (holding employer must
3 reimburse employees for “reasonable percentage” of their cell phone bills if they are required to
4 use their cell phones for work, even if employees did not incur specific out-of-pocket expense).

5 22. As a result of Defendants’ failure to pay all minimum wages and overtime wages
6 due, their failure to account for and compensate for all hours worked by its employees, their
7 unlawful deductions from employees’ wages, and their failure to pay meal and rest period
8 premium wages, Defendants have failed to pay all wages to Plaintiff and other formerly employed
9 non-exempt employees at the separation of their employment.

10 23. As a further result of Defendants’ unlawful practices described above, Defendants
11 have maintained inaccurate payroll and timekeeping records and have failed to issue accurate
12 wage statements to Plaintiff and other non-exempt employees.

13 24. In addition, and as a result of misclassifying their workforce as independent
14 contractors, Defendants failed to provide any sick pay to Plaintiff or their other employees, as
15 required by Labor Code § 245 *et seq.*

16 **CLASS ACTION ALLEGATIONS**

17 25. **Class Definitions:** Plaintiff brings this action on behalf of himself and the
18 following Classes pursuant to Section 382 of the Code of Civil Procedure:

19 a. The Minimum Wage Class consists of all of the Defendants’ current and former
20 workers in California who were classified by Defendants as independent contractors, and
21 who were subject to Defendants’ timekeeping and payroll practices, at any point from four
22 years prior to the filing of this action to the present.

23 b. The Overtime Class consists of all of the Defendants’ current and former workers
24 in California who were classified by Defendants as independent contractors, and who
25 worked more than 8.0 hours in a workday and/or over 40.0 hours in a workweek, at any
26 time from four years immediately preceding the filing of this action through the present.

27 c. The Meal Period Class consists of all of the Defendants’ current and former
28 workers in California who were classified by Defendants as independent contractors, and

1 who worked at least one shift in excess of 5.0 hours, and/or at least one shift in excess of
2 10.0 hours, at any point from four years immediately preceding the filing of this action
3 through the present.

4 d. The Rest Period Class consists of all of the Defendants' current and former
5 workers in California who were classified by Defendants as independent contractors, who
6 worked at least one shift of 3.5 hours or more, at any time from four years prior to the filing
7 of this action through the present.

8 e. The Unlawful Deductions Class consists of all of Defendants' workers in
9 California who had deductions taken from their wages, including but not limited to
10 deductions labeled as "ASG Admin Fee" and/or "NICA Fee," at any time from four years
11 prior to the filing of this action to the present.

12 f. The Wage Statement Class consists of all of Defendants' workers in California
13 who were classified by Defendants as independent contractors, at any time from one year
14 prior to the filing of this action to the present.

15 g. The Waiting Time Class consists of all of members of the Minimum Wage Class,
16 Overtime Class, Meal Period Class, Rest Period Class, and/or Unlawful Deductions Class,
17 who are no longer engaged by Defendants and whose engagement with Defendants ended
18 at any time from three years prior to the filing of this action through the present.

19 h. The Expense Reimbursement Class consists of all of Defendants' workers in
20 California who were classified by Defendants as independent contractors, and who were
21 required to use their personal property, including but not limited to personal cellular
22 phones, for work-related purposes, at any time from four years prior to the filing of this
23 action through the present.

24 26. **Numerosity/Ascertainability:** The members of the Classes are so numerous that
25 joinder of all members would be unfeasible and impracticable. The membership of the Classes is
26 unknown to Plaintiff at this time; however, it is estimated that the Classes number greater than
27 fifty (50) individuals in each Class. The identity of such membership is readily ascertainable via
28 Defendants' employment and other business records.

1 27. **Common Questions of Law and Fact Predominate/Well Defined Community**
2 **of Interest:** There are common questions of law and fact as to Plaintiff and all other similarly
3 situated employees, which predominate over questions affecting only individual members
4 including, without limitation to:

- 5 i. Whether Defendants misclassified Class members as independent contractors;
- 6 ii. Whether Defendants paid members of the Minimum Wage Class at least the
7 applicable minimum wage for all hours worked;
- 8 iii. Whether Defendants' timekeeping and payroll practices violate the applicable
9 Labor Code provisions including, but not limited to, Sections 510 and 1194 by
10 requiring overtime work and not paying the Overtime Class for said work
11 according to California's overtime laws;
- 12 iv. Whether Defendants provided legally compliant meal periods to members of
13 the Meal Period Class;
- 14 v. Whether Defendants authorized and permitted legally compliant rest periods
15 to members of the Rest Period Class;
- 16 vi. Whether Defendants took unlawful deductions from the wages of the members
17 of the Unlawful Deductions Class;
- 18 vii. Whether Defendants furnished legally compliant wage statements to members
19 of the Wage Statement Class pursuant to Labor Code § 226;
- 20 viii. Whether Defendants paid all wages due to members of the Waiting Time Class
21 at the time of separation of employment; and
- 22 ix. Whether Defendants properly reimbursed expenses incurred by members of
23 the Expense Reimbursement Class.

24 28. **Predominance of Common Questions:** Common questions of law and fact
25 predominate over questions that affect only individual members of the Classes. The common
26 questions of law set forth above are numerous and substantial and stem from Defendants' policies
27 and/or practices applicable to each individual class member, such as Defendants' timekeeping,
28 overtime, wage statement, meal and rest period, expense reimbursement, and final wage policies

and practices. As such, common questions predominate over individual questions concerning individual class members' showing as to their eligibility for recovery or amount of damages.

29. **Typicality:** Plaintiff's claims are typical of the claims of the Classes because Plaintiff was employed by Defendants in California during the statute(s) of limitation applicable to each cause of action pled in the Complaint in this action, and was misclassified by Defendants as an independent contractor. As alleged herein, Plaintiff, like the members of the Classes, was not paid all earned minimum wages and overtime wages; was subject to Defendants' uniform meal and rest period policies/practices; was furnished with inaccurate wage statements; had unlawful deductions taken from his wages; was deprived of all final wages upon his separation of employment from Defendants; and was not reimbursed for all expenses he incurred in carrying out his job duties for Defendants.

30. **Adequacy of Representation:** Plaintiff is fully prepared to take all necessary steps to represent fairly and adequately the interests of the members of the Classes. Moreover, Plaintiff's attorneys are ready, willing, and able to fully and adequately represent the members of the Classes and Plaintiff. Plaintiff's attorneys have prosecuted numerous wage-and-hour class actions in state and federal courts in the past and are committed to vigorously prosecuting this action on behalf of the members of the Classes.

31. **Superiority:** The California Labor Code is broadly remedial in nature and serves an important public interest in establishing minimum working conditions and standards in California. These laws and labor standards protect the average working employee from exploitation by employers who have the responsibility to follow the laws and who may seek to take advantage of superior economic and bargaining power in setting onerous terms and conditions of employment. The nature of this action and the format of laws available to Plaintiff and Class members make the class action format a particularly efficient and appropriate procedure to redress the violations alleged herein. If each employee were required to file individual lawsuits, Defendants would necessarily gain an unfair advantage, as they would be able to exploit and overwhelm the limited resources of each individual plaintiff with their vastly superior financial and legal resources. Moreover, requiring each Class member to pursue an individual remedy

1 would discourage the assertion of lawful claims by employees who would be disinclined to file
2 an action against their former and/or current employer for real and justifiable fear of retaliation
3 and permanent damage to their careers at subsequent employment. Further, the prosecution of
4 separate actions by individual class members would create a substantial risk of inconsistent or
5 varying verdicts or adjudications with respect to individual Class members against Defendants;
6 and which would establish potentially incompatible standards of conduct for Defendants. Further,
7 the claims of individual Class members are not large enough to warrant vigorous individual
8 prosecution considering all of the costs and expenses attending thereto. As such, the Classes
9 identified in Paragraph 25 are maintainable under Section 382 of the Code of Civil Procedure.

10 **FIRST CAUSE OF ACTION**

11 **MINIMUM WAGE VIOLATIONS**

12 **(AGAINST ALL DEFENDANTS)**

13 32. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

14 33. Wage Order 9, § 4 and Labor Code §§ 226.2, 1197 and 1182.12 establish
15 employees' right to be paid minimum wages for all hours worked in amounts set by state law,
16 including for "nonproductive time" for piece-rate workers. Labor Code §§ 1194(a) and 1194.2(a)
17 provide that an employee who has not been paid the legal minimum wage as required by Labor
18 Code § 1197 may recover the unpaid balance together with attorneys' fees, costs of suit, liquidated
19 damages in an amount equal to the unpaid wages, and interest.

20 34. At all relevant times, Defendants failed to conform their pay practices to the
21 requirements of the law by failing to pay Plaintiff and the Minimum Wage Class for all hours
22 actually worked including, but not limited to, all hours they were subject to Defendants' control
23 and/or suffered or permitted to work under the Labor Code and Wage Order 9.

24 35. California Labor Code § 1198 makes unlawful the employment of an employee
25 under conditions that the IWC prohibits. California Labor Code §§ 1194(a) and 1194.2(a) provide
26 that an employer who has failed to pay its employees the legal minimum wage is liable to pay
27 those employees the balance of the unpaid wages as well as liquidated damages in an amount
28 equal to the wages due and interest thereon.

1 36. As a direct and proximate result of Defendants’ unlawful conduct as alleged
2 herein, Plaintiff and the Minimum Wage Class have sustained economic damages, including but
3 not limited to, unpaid wages and lost interest in an amount to be established at trial, and they are
4 entitled to recover economic and statutory damages and penalties and other appropriate relief as
5 a result of Defendants’ violations of the California Labor Code and Wage Order 9.

6 37. Defendants’ practice and uniform administration of corporate policy regarding
7 illegal employee compensation is unlawful and creates an entitlement to recovery by Plaintiff
8 and the Minimum Wage Class in a civil action for the unpaid amount of minimum wages,
9 liquidated damages, interest, statutory penalties, and attorneys’ fees and costs of suit, per Labor
10 Code §§ 204, 218.6, 558, 1194, 1194.2, 1197, 1198, and Code of Civil Procedure § 1021.5.

11 **SECOND CAUSE OF ACTION**

12 **FAILURE TO PAY OVERTIME WAGES**

13 **(AGAINST ALL DEFENDANTS)**

14 38. Plaintiff re-alleges and incorporates by reference all prior paragraphs.

15 39. This cause of action is brought pursuant to Labor Code §§ 204, 510, 558, 1194,
16 and 1198, which provide that non-exempt employees are entitled to overtime wages for all
17 overtime hours worked, and which provide a private right of action for the failure to pay all
18 overtime compensation for overtime work performed.

19 40. At all relevant times, Defendants were required to properly compensate Plaintiff
20 and members of the Overtime Class for all overtime hours worked pursuant to Labor Code § 1194
21 and Wage Order 9. Wage Order 9, § 3 requires an employer to pay an employee “one and one-
22 half (1½) times the employee’s regular rate of pay” for work in excess of 8 hours per workday
23 and/or in excess of 40 hours per workweek, and for the first 8 hours on the seventh consecutive
24 workday in a workweek. Wage Order 9, § 3 also requires an employer to pay double the
25 employee’s regular rate of pay for work in excess of 12 hours in a workday and/or in excess of 8
26 hours on the seventh consecutive workday in the workweek. As alleged herein, Defendants caused
27 Plaintiff and Overtime Class members to work overtime and double-time hours but did not
28 compensate them at one and one-half times (or two times) their regular rate of pay for such hours.

41. The foregoing policies and practices are unlawful and create entitlement to recovery by Plaintiff and the Overtime Class in a civil action for the unpaid amount of overtime premiums owing, including interest thereon, statutory penalties, and attorneys' fees and costs of suit according to California Labor Code §§ 204, 218.6, 510, 558, 1194, and 1198, and Code of Civil Procedure § 1021.5.

THIRD CAUSE OF ACTION
MEAL PERIOD VIOLATIONS
(AGAINST ALL DEFENDANTS)

42. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

43. Plaintiff is informed and believes, and based thereon alleges, that Defendants failed in their affirmative obligation to provide all their hourly non-exempt employees, including Plaintiff and members of the Meal Period Class, with all required meal periods in accordance with the mandates of the California Labor Code and Wage Order 9, for the reasons set forth in this Complaint.

44. As a result, Defendants owe premium compensation for meal period violations, including interest thereon, statutory penalties, and costs of suit, pursuant to Wage Order 9, Labor Code §§ 226.7 and 512, Civil Code § 3287, and Art. XV, § 1 of the California Constitution.

FOURTH CAUSE OF ACTION
REST PERIOD VIOLATIONS
(AGAINST ALL DEFENDANTS)

45. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

46. Labor Code §§ 226.2, 226.7, and 516, and Wage Order 9, § 12 establish the right of employees to be authorized and permitted a paid rest period of at least ten (10) minutes for each four (4) hour period worked, or major fraction thereof.

47. As alleged herein, Defendants have failed to authorize and permit Plaintiff and Rest Period Class members to take their legally entitled rest periods. Defendants have also failed to compensate Plaintiff and Rest Period Class members with a rest period premium for each workday they were not authorized and permitted all rest periods to which they were entitled.

48. The foregoing violations create an entitlement to recovery by Plaintiff and Rest Period Class members in a civil action for the unpaid amount of rest period premiums owing, including interest thereon, statutory penalties, civil penalties, and costs of suit according to Labor Code §§ 226.7, 516, 558; Code of Civil Procedure § 1021.5; Civil Code § 3287; and Art. XV, § 1 of the California Constitution.

FIFTH CAUSE OF ACTION

UNLAWFUL DEDUCTIONS FROM WAGES

(AGAINST ALL DEFENDANTS)

49. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

50. Labor Code section 221 provides in pertinent part, “It shall be unlawful for any employer to collect or receive from an employee any part of wages theretofore paid by said employer to said employee.”

51. Labor Code section 223 states, “Where any statute or contract requests an employer to maintain the designated wage scale, it shall be unlawful to secretly pay a lower wage while purporting to pay the wage designated by statute or by contract.”

52. As set forth herein, Plaintiff and the Unlawful Deductions Class have suffered improperly deducted wages when Defendants caused deductions to be taken from their wages for, among other things, insurance coverage and payroll processing fees that were for the employer's benefit and should have been borne by Defendants as the employer.

53. Through Defendants' conduct during the applicable statutory period, Defendants violated Labor Code section 221 by illegally deducting these wages. As a result of Defendants' improper deduction of wages, Plaintiff and members of the Unlawful Deductions Class did not receive all wages due.

54. As a direct result of Defendants' violations alleged herein, Plaintiff and members of the Unlawful Deductions Class have suffered and continue to suffer substantial losses related to the use and enjoyment of such wages, including lost interest on such monies, attorneys' fees and costs, in seeking to compel Defendants to fully perform their obligation under state law, all to their respective damage in amounts according to proof at trial.

SIXTH CAUSE OF ACTION
WAGE STATEMENT VIOLATIONS
(AGAINST ALL DEFENDANTS)

55. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

56. Plaintiff is informed and believes, and based thereon alleges, that Defendants knowingly and intentionally, as a matter of uniform policy and practice, failed to furnish Plaintiff and the Wage Statement Class with accurate and complete itemized wage statements that included, among other requirements, all hours worked (including all nonproductive hours and all rest period hours), all hours worked at each rate of pay, all piece rates and piece rate units earned, all wages earned, and the name and address of the employer, in violation of Labor Code §§ 226 and 226.2.

57. Defendants' failure to furnish Plaintiff and members of the Wage Statement Class with complete and accurate itemized wage statements resulted in injury, as said failures led to, among other things, the non-receipt of wage statements, and the non-payment of all their wages and meal and rest period premium wages, and deprived them of the information necessary to identify and reconcile the discrepancies in Defendants' reported data.

58. Defendants' failures create an entitlement to recovery by Plaintiff and members of the Wage Statement Class in a civil action for all damages and/or penalties pursuant to Labor Code § 226, including statutory penalties, civil penalties, and reasonable attorneys' fees and costs of suit, pursuant to Labor Code §§ 226 and 226.3.

SEVENTH CAUSE OF ACTION
WAITING TIME PENALTIES
(AGAINST ALL DEFENDANTS)

59. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

60. This cause of action is brought pursuant to Labor Code §§ 201-203, which require an employer to pay all wages immediately at the time of separation of employment in the event the employer discharges the employee, or the employee provides at least 72 hours of notice of their intent to quit. In the event the employee provides less than 72 hours of notice of their intent

1 to quit, said employee's wages become due and payable not later than 72 hours upon said
2 employee's last date of employment.

3 61. Plaintiff is informed and believes, and based thereon alleges, that Defendants
4 failed to timely pay Plaintiff and members of the Waiting Time Class all final wages due to them
5 at their separation from employment, including (but not limited to) unpaid minimum wages,
6 unpaid overtime and double-time wages, unpaid meal and rest period premium wages, and
7 unlawfully deducted wages.

8 62. Further, Plaintiff is informed and believes, and based thereon alleges, that as a
9 matter of uniform policy and practice, Defendants continue to fail to pay Plaintiff and members
10 of the Waiting Time Class all earned wages at the end of employment in a timely manner pursuant
11 to the requirements of Labor Code §§ 201-203.

12 63. Defendants' failure to pay all final wages was willful within the meaning of Labor
13 Code § 203. Defendants' willful failure to timely pay Plaintiff and the members of the Waiting
14 Time Class their earned wages upon separation from employment results in a continued payment
15 of daily wages up to thirty days from the time the wages were due. Plaintiff and members of the
16 Waiting Time Class are entitled to compensation pursuant to Labor Code § 203, plus reasonable
17 attorneys' fees and costs of suit.

18 **EIGHTH CAUSE OF ACTION**

19 **FAILURE TO REIMBURSE BUSINESS EXPENSES**

20 **(AGAINST ALL DEFENDANTS)**

21 64. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

22 65. At all relevant times, Defendants were subject to Labor Code § 2802, which states
23 that "an employer shall indemnify his or her employees for all necessary expenditures or losses
24 incurred by the employee in direct consequence of the discharge of his or her duties, or of his or
25 her obedience to the directions of the employer."

26 66. At all relevant times, Defendants were subject to Labor Code § 2804, which states,
27 "any contract or agreement, express or implied, made by any employee to waive the benefits of
28 this article or any part thereof, is null and void, and this article shall not deprive any employee or

his personal representative of any right or remedy to which he is entitled under the laws of this State.”

67. Due to Defendants’ unlawful policy and practice of requiring employees to use their personal property, including but not limited to personal cell phones, for work purposes, and their failure to reimburse Plaintiff and members of the Expense Reimbursement Class, Defendants have violated Labor Code § 2802.

68. As a proximate result of Defendants’ policies and/or practices in violation of Labor Code §§ 2802 and 2804, Plaintiff and members of the Expense Reimbursement Class have suffered damages in sums, which will be shown according to proof.

69. Plaintiff and members of the Expense Reimbursement Class are entitled to attorneys’ fees and costs of suit pursuant to Labor Code § 2802(c) for bringing this action.

70. Pursuant to Labor Code § 2802(b), any action brought for the reimbursement of necessary expenditures carries interest at the same rate as judgments in civil actions. Thus, Plaintiff and members of the Expense Reimbursement Class are entitled to interest, which shall accrue from the date on which they incurred the initial necessary expenditure.

NINTH CAUSE OF ACTION

UNFAIR COMPETITION

(AGAINST ALL DEFENDANTS)

71. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

72. Defendants have engaged, and continue to engage, in unfair and/or unlawful business practices in violation of Business & Professions Code § 17200, *et seq.*, by failing to pay Plaintiff and the Classes all minimum wages and overtime wages due, failing to provide meal periods, failing to authorize and permit rest periods, failing to furnish accurate and complete itemized wage statements, failing to reimburse business expenses, causing unlawful deductions from wages, and failing to pay all earned wages at separation of employment.

73. Defendants’ utilization of these unfair and/or unlawful business practices has deprived Plaintiff and members of the Classes of compensation to which they are legally entitled, constitutes unfair and/or unlawful competition, and provides an unfair advantage over

Defendants' competitors who have been and/or are currently employing workers and attempting to do so in honest compliance with applicable wage and hour laws.

74. Because Plaintiff is a victims of Defendants' unfair and/or unlawful conduct alleged herein, Plaintiff, for himself and on behalf of the members of the Classes, seek full restitution of monies as necessary and according to proof, to restore all monies withheld, acquired, and/or converted by Defendants pursuant to Business & Professions Code §§ 17203 and 17208.

75. The acts complained of herein occurred within the four years immediately preceding the filing of this action.

76. Plaintiff was compelled to retain the services of counsel to file this court action to protect his interests and those of the Classes, to obtain restitution and injunctive relief on behalf of Defendants' current non-exempt employees, and to enforce important rights affecting the public interest. Plaintiff has thereby incurred the financial burden of attorneys' fees and costs, which he is entitled to recover under Code of Civil Procedure § 1021.5.

TENTH CAUSE OF ACTION

CIVIL PENALTIES UNDER THE PRIVATE ATTORNEYS GENERAL ACT (AGAINST ALL DEFENDANTS)

77. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

78. Defendants have committed several Labor Code violations against Plaintiff and other aggrieved employees. Plaintiff is an "aggrieved employee" within the meaning of Labor Code § 2698 et seq. Plaintiff, acting on behalf of himself and other aggrieved employees, brings this representative action against Defendants to recover the civil penalties due to Plaintiff, other aggrieved employees, and the State of California according to proof pursuant to Labor Code §§ 558 and 2699 (a) and (f) including, but not limited to: (1) \$100.00 for each initial violation for each failure to pay each employee and \$200.00 for each subsequent violation or willful or intentional violation pursuant to Labor Code § 210 for each failure to pay each employee, plus 25% of the amount unlawfully withheld; (2) \$50.00 for each initial violation and \$100.00 for each subsequent violation pursuant to Labor Code § 558 per employee per pay period; (3) \$100.00 for each initial violation and \$250.00 for each subsequent violation pursuant to Labor Code § 1197.1

per employee per pay period; (4) \$250.00 for each initial violation of Labor Code § 226 and \$1,000.00 for each subsequent violation, pursuant to Labor Code § 226.3, per employee per pay period; and/or (5) \$100.00 for each initial violation and \$200.00 for each subsequent violation per employee per pay period for those violations of the Labor Code for which no civil penalty is specifically provided, based on the following Labor Code violations:

- a. Willfully misclassifying Plaintiff and other aggrieved employees as independent contractors, in violation of Labor Code § 226.8;
- b. Failing to pay Plaintiff and other aggrieved employees at least the minimum wage for all hours worked, in violation of Labor Code §§ 204, 226.2, 558, 1182.12, 1194, 1194.2, 1197, and 1198;
- c. Failing to pay all overtime and/or double-time compensation owed to Plaintiff and other aggrieved employees, in violation of Labor Code §§ 204, 510, 558, 1194, and 1198;
- d. Failing to provide legally compliant meal periods to Plaintiff and other aggrieved employees, in violation of Labor Code §§ 226.7, 512, 558, and 1198;
- e. Failing to authorize and permit legally compliant rest periods to Plaintiff and other aggrieved employees, in violation of Labor Code §§ 226.2, 226.7, 516, 558, and 1198;
- f. Taking, or causing to be taken, unlawful deductions from Plaintiff's and other aggrieved employees' wages, in violation of Labor Code §§ 221-223 and 1198;
- g. Failing to reimburse or indemnify Plaintiff and other aggrieved employees for expenses incurred while carrying out their duties for Defendants, in violation of Labor Code §§ 2802, 2804, and 1198;
- h. Failing to timely pay all final wages owed to Plaintiff and other aggrieved former employees at the separation of employment, in violation of Labor Code §§ 201-203;
- i. Failing to furnish accurate itemized wage statements to Plaintiff and other aggrieved employees, in violation of Labor Code § 226;

j. Failing to maintain accurate records on behalf of Plaintiff and other aggrieved employees, in violation of Labor Code §§ 1174 and 1198; and

k. Failing to provide sick pay to Plaintiff and other aggrieved employees, in violation of Labor Code § 245 *et seq.*

79. On or about December 13, 2024, Plaintiff notified Defendant Golden Gate Logistics LLC via certified mail, and the California Labor and Workforce Development Agency (“LWDA”) via its website, of Defendants’ violations of the Labor Code and Plaintiff’s intent to bring a claim for civil penalties under Labor Code § 2698 *et seq.* (“PAGA”) with respect to the violations of the Labor Code identified in paragraph 78 (a)-(k) above. Now that sixty-five days have passed from Plaintiff’s notifying Defendants and the LWDA of these violations, Plaintiff has exhausted his administrative requirements for bringing a claim under the PAGA with respect to these violations. As noted in Plaintiff’s notice letter, the “aggrieved employees” Plaintiff seeks to represent in his PAGA action are all current and former non-exempt employees of Defendants who have worked for Defendants in California at any time from one year immediately preceding the date of Plaintiff’s PAGA notice letter through the date that judgment is entered in Plaintiff’s PAGA action or any alternative date agreed upon by the parties and/or approved by the Court.

80. Plaintiff was compelled to retain the services of counsel to file this court action to protect his interests and the interests of other aggrieved employees, and to assess and collect the civil penalties owed by Defendants. Plaintiff has thereby incurred attorneys’ fees and costs, which he is entitled to recover under California Labor Code § 2699(k).

PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays for judgment for himself and for all others on whose behalf this suit is brought against Defendants, as follows:

1. For an order certifying the proposed Classes;
2. For an order appointing Plaintiff as representative of the Classes;
3. For an order appointing counsel for Plaintiff as counsel for the Classes;

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1 4. Upon the First Cause of Action, for payment of minimum wages, liquidated
2 damages, and penalties according to proof pursuant to Labor Code §§ 204, 226.2, 558, 1182.12,
3 1194, 1194.2, 1197, and 1198;

4 5. Upon the Second Cause of Action, for compensatory, consequential, general, and
5 special damages according to proof pursuant to Labor Code §§ 204, 510, 558, 1194, and 1198;

6 6. Upon the Third Cause of Action, for compensatory, consequential, general, and
7 special damages according to proof pursuant to Labor Code §§ 204, 226.7, 512, 558, and 1198;

8 7. Upon the Fourth Cause of Action, for compensatory, consequential, general, and
9 special damages according to proof pursuant to Labor Code §§ 226.2, 226.7, 516, 558, and 1198;

10 8. Upon the Fifth Cause of Action, for compensatory, consequential, general, and
11 special damages according to proof pursuant to Labor Code §§ 221-223;

12 9. Upon the Sixth Cause of Action, for statutory penalties pursuant to Labor Code §
13 226, *et seq.*;

14 10. Upon the Seventh Cause of Action, for statutory waiting time penalties pursuant to
15 Labor Code §§ 201-203;

16 11. Upon the Eighth Cause of Action, for compensatory, consequential, general, and
17 special damages according to proof pursuant to Labor Code §§ 2802 and 2804;

18 12. Upon the Ninth Cause of Action, for restitution to Plaintiff and members of the
19 Classes of all money and/or property unlawfully acquired by Defendants by means of any acts or
20 practices declared by this Court to be in violation of Bus. & Prof Code § 17200, *et seq.*;

21 13. Upon the Tenth Cause of Action, for civil penalties due to Plaintiff, other aggrieved
22 employees, and the State of California according to proof pursuant to Labor Code § 2699,
23 including, but not limited to: (1) \$100.00 for each initial violation for each failure to pay each
24 employee and \$200.00 for each subsequent violation or willful or intentional violation pursuant
25 to Labor Code § 210 for each failure to pay each employee, plus 25% of the amount unlawfully
26 withheld; (2) \$50.00 for each initial violation and \$100 for each subsequent violation pursuant to
27 Labor Code § 558 per employee per pay period; (3) \$100.00 for each initial violation and \$250.00
28 for each subsequent violation pursuant to Labor Code § 1197.1 per employee per pay period; (4)

1 \$250.00 for each initial violation of Labor Code § 226 and \$1,000.00 for each subsequent
2 violation, pursuant to Labor Code § 226.3 per employee per pay period; and/or (5) \$100.00 for
3 each initial violation and \$200.00 for each subsequent violation per employee per pay period for
4 those violations of the Labor Code for which no civil penalty is specifically provided, pursuant to
5 Labor Code § 2699(f);

6 14. Prejudgment interest on all due and unpaid wages and other damages pursuant to
7 Cal. Labor Code §§ 218.6, 1194(a), and 2802(b); Civil Code § 3287; and Art. XV, § 1 of the
8 California Constitution;

9 15. On all causes of action, for attorneys' fees and costs as provided by Labor Code §§
10 218.5, 226(e), 1194 *et seq.*, 2802(c), Code of Civil Procedure § 1021.5, and all other applicable
11 statutes; and

12 16. For such other and further relief the Court may deem just and proper.

13 Date: February 18, 2025

MARQUEE LAW GROUP, APC

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15 

16 Tuvia Korobkin
Attorneys for Plaintiff

17 **DEMAND FOR JURY TRIAL**

18 Plaintiff hereby demands a jury trial with respect to all issues triable by jury.

19 Date: February 18, 2025

MARQUEE LAW GROUP, APC

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21 

22 Tuvia Korobkin
Attorneys for Plaintiff