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Attorneys for Plaintiff KEVIN MOLINA,
Individually and on behalf of all others similarly situated,

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

KEVIN MOLINA, individually and on behalf
of all others similarly situated,

Plaintiff,

v.

J.B. HUNT TRANSPORT INC., an Arkansas
Corporation; and DOES 1-50, inclusive,

Defendants.

CASE NO.: 24STCV33398

**FIRST AMENDED CLASS ACTION
COMPLAINT PURSUANT TO
CALIFORNIA CODE OF CIVIL
PROCEDURE §382 FOR:**

1. Failure to Pay Wages Including Overtime as Required by Labor Code §§ 510 and 1194;
2. Failure to Provide Meal Periods as Required by Labor Code §§ 226.7, 512 and IWC Wage Orders;
3. Failure to Provide Rest Periods as Required by Labor Code §§ 226.7, 512;
4. Failure to Pay Timely Wages Required by Labor Code § 203;
5. Failure to Provide Accurate Wage Statements Required by Labor Code §§ 226, 226.3, 558.1;
6. Failure to Reimburse Necessary Business Expenses Required by Labor Code § 2802; and
7. Violation of Business & Professions Code § 17200, et seq.

DEMAND FOR JURY TRIAL

FILED
Superior Court of California
County of Los Angeles
02/18/2025
David W. Slayton, Executive Officer / Clerk of Court
By: M. Arellanes Deputy

1 Plaintiff KEVIN MOLINA (“Plaintiff”), individually and on behalf of all others similarly situated
2 (hereinafter collectively referred to as the “Class” or “Class Member”), hereby files this Complaint
3 against Defendants J.B. HUNT TRANSPORT INC., an Arkansas Corporation and DOES 1-50,
4 inclusive (collectively “Defendants”) and alleges on information and belief as follows:

5 **I. JURISDICTION AND VENUE**

6 1. This class action is brought pursuant to California Code of Civil Procedure § 382.
7 The monetary damages and restitution sought by Plaintiff exceed the minimum jurisdiction limits
8 of the California Superior Court and will be established according to proof at trial.

9 2. This Court has jurisdiction over this action pursuant to the California Constitution
10 Article VI §10, which grants the California Superior Court original jurisdiction in all causes
11 except those given by statute to other courts. The statutes under which this action is brought do
12 not give jurisdiction to any other court.

13 3. This Court has jurisdiction over Defendants because, upon information and belief,
14 each Defendants either has sufficient minimum contacts in California, or otherwise intentionally
15 avails itself of the California market so as to render the exercise of jurisdiction over it by the
16 California Courts consistent with traditional notions of fair play and substantial justice.

17 4. The California Superior Court also has jurisdiction in this matter because the
18 individual claims of the members of the Classes herein are under the seventy-five thousand dollars
19 (\$75,000.00) jurisdictional threshold for Federal Court and the aggregate claim, including attorneys’
20 fees, is under the five million dollars (\$5,000,000.00) threshold of the Class Action Fairness Act of
21 2005. Further, there is no federal question at issue, as the issues herein are based solely on California
22 statutes and law, including the Labor Code, IWC Wage Orders, CCP, California Civil Code (“CC”)
23 and B&PC.

24 5. Venue is proper in this Court because upon information and belief, one or more of
25 the Defendants, reside, transact business, or have offices in this County and/or the acts or
26 omissions alleged herein took place in this County.

27 **II. PARTIES**

1 6. Plaintiff, KEVIN MOLINA, was at all times relevant to this action, a resident of
2 California. Plaintiff was employed by Defendants during September 2022 as a Non-Exempt
3 Employee with the title of Fitness Tech and worked during the liability period for Defendants until
4 Plaintiff's separation from Defendant's employ in approximately July 2024. Plaintiff's duties
5 included but were not limited to transporting and repairing gym equipment.

6 7. Defendant, J.B. HUNT TRANSPORT INC., is an Arkansas Corporation that
7 operates as a transportation business. Plaintiff estimates there are in excess of one hundred (100)
8 Non-Exempt Employees who work or have worked for Defendant over the last four years.
9 Plaintiff worked at the Santa Fe Springs warehouse, however, traveled all over the state and
10 country for Defendant as part of his work duties.

11 8. Other than identified herein, Plaintiff is unaware of the true names, capacities,
12 relationships, and extent of participation in the conduct alleged herein, of the Defendants sued as
13 DOES 1 through 50, but is informed and believes and thereon alleges that said Defendants are
14 legally responsible for the wrongful conduct alleged herein and therefore sues these Defendants by
15 such fictitious names. Plaintiff will amend this complaint when their true names and capabilities
16 are ascertained.

17 9. Plaintiff is informed and believes and thereon alleges that each Defendants,
18 directly or indirectly, or through agents or other persons, employed Plaintiff and other members of
19 the Class, and exercised control over their wages, hours, and working conditions. Plaintiff is
20 informed and believes and thereon alleges that each Defendants acted in all respects pertinent to
21 this action as the agent of the other Defendants, carried out a joint scheme, business plan or policy
22 in all respects pertinent hereto, and the acts of each Defendants are legally attributable to the other
23 Defendants.

24 **III. CLASS ACTION ALLEGATION**

25 10. Plaintiff brings this action individually and on behalf of all others similarly
26 situated as a class action pursuant to Code of Civil Procedure § 382. The members of the Class
27 are defined as follows:
28

1 All persons who have been employed by Defendants as Non-Exempt Employees or
2 equivalent positions, however titled, in the state of California within four (4) years from
3 the filing of the Complaint in this action until its resolution. (collectively referred to as the
"Class" or "Plaintiff's Class" or "Class Members").

4 11. Plaintiff also seeks to represent the subclass(es) composed of and defined as
5 follows:

6 **Sub-Class 1:** All Class Members who were not provided paid overtime and minimum
7 wages by Defendants (hereinafter collectively referred to as the "Overtime Subclass").

8 **Sub-Class 2:** All Class Members who are or were employed by Defendants who worked in
9 excess of six or ten hours in a work day but were not provided with a timely, uninterrupted,
10 duty-free thirty-minute meal period (hereinafter collectively referred to as the "Meal
11 Period Subclass").

12 **Sub-Class 3:** All Class Members who are or were employed by Defendants who worked in
13 excess of three and a half (3.5) or ten hours in a work day but were not authorized and
14 permitted a rest period (hereinafter collectively referred to as the "Rest Period Subclass").

15 **Sub-Class 4:** All Class Members who have been employed by Defendants and have
16 separated their employment (hereinafter collectively referred to as the "Waiting Time
17 Penalty Subclass")

18 **Sub-Class 5:** All Class Members who are or were employed by Defendants who received
19 wage statements from Defendants (hereinafter collectively referred to as the "Wage
20 Statement Subclass").

21 **Sub-Class 6:** All Class Members who did not receive reimbursement for necessary
22 business expenses from Defendants. (hereinafter collectively referred to as the "Business
23 Reimbursement Subclass").

24 **Sub-Class 7:** All Class Members who are or were employed by Defendants and subject to
25 Defendants' Unfair Business Practices (hereinafter collectively referred to as the "Unfair
26 Business Practice Subclass").

27 12. Plaintiff reserves the right under California Rule of Court 3.765(b) and other
28 applicable laws to amend or modify the class definition with respect to issues or in any other
ways. Plaintiff is a member of the Class as well as each of the Sub-Classes.

13 13. The term "Class" includes Plaintiff and all members of the Class and each of the
14 Sub-Classes, if applicable. Plaintiff seeks class-wide recovery based on the allegations set forth in
15 this complaint.

16 14. There is a well-defined community of interest in the litigation and the proposed

1 Class is easily ascertainable through the records Defendants are required to keep.

2 15. Numerosity. The members of the Class are so numerous that individual joinder
3 of all of them as Plaintiff is impracticable. While the exact number of the Class members is
4 unknown to Plaintiff at this time, Plaintiff is informed and believes and thereon alleges that there
5 are at least 100 (one hundred) Class members.

6 16. Commonality. Common questions of law and fact exist as to all Class members
7 and predominate over any questions that affect only individual members of the Class. These
8 common questions include, but are not limited to:

9 i. Whether Defendants failed to pay minimum wage compensation to Plaintiff
10 and Class Members for all hours worked;

11 ii. Whether Defendants failed to accurately pay all wages including overtime
12 to Plaintiff and Class Members;

13 iii. Whether Defendants violated California Labor Code §§ 226.7, 512, and
14 applicable IWC Wage Orders, by failing to authorize and permit daily rest periods to Plaintiff and
15 Class Members for every four hours or major fraction thereof worked and failing to compensate
16 said employees one hours wages in lieu of rest periods;

17 iv. Whether Defendants violated California Labor Code §§ 226.7, 512 and
18 applicable IWC Wage Orders, by failing to provide a meal period to Plaintiff and Class Members
19 on days they worked work periods in excess of 6 (six) and 10 (ten) hours and failing to
20 compensate said employees one hour wages in lieu of meal periods;

21 v. Whether Defendants failed to maintain accurate time record including
22 recording Plaintiff and Class Members' meal periods pursuant to California Labor Code §§ 1174.5
23 and the applicable IWC Wage Orders;

24 vi. Whether Defendants failed provide accurate itemized wage statements
25 pursuant to California Labor Code §§ 226, 226.3, and 558.1;

26 vii. Whether Defendants failed to reimburse necessary business expenses
27 incurred by Plaintiff and class members, as required by Labor Code section 2802;
28

1 viii. Whether Defendants violated Business and Professions Code and California
2 Labor Code §§ 201-203, 226, 510, 512, 558, 226.7, 1174, 1174.5, 1175, 1194, 1197, 1197.1, and
3 1198, 2802, and applicable IWC Wage Orders which violation constitutes a violation of
4 fundamental public policy;

5 ix. Whether Plaintiff and Class Members were not paid timely upon separation
6 from their employ with Defendants, pursuant to Labor Code section 203;

7 x. Whether Plaintiff and the Class Members are entitled to retroactive pay for
8 unpaid wages;

9 xi. Whether meal premium pay was adjusted;

10 xii. Whether Plaintiff and Class Members were paid shift differentials owed to
11 them;

12 xiii. Whether Plaintiff and the Members of the Plaintiff Class are entitled to
13 equitable relief pursuant to Business and Professions Code §17200, *et. seq.*; and

14 xiv. Whether Plaintiff and the Class Members are entitled to relief in the form of
15 back wages, penalties and interest for failure to pay minimum wages pursuant to California Labor
16 Code §§ 558, 1194 and 1197;

17 17. Typicality. Plaintiff's claims herein alleged are typical of those claims which
18 could be alleged by any member of the Class and/or Subclass, and the relief sought is typical of
19 the relief which would be sought by each member of the Class and/or Subclass in separate actions.
20 Plaintiff and all members of the Class and or Subclass sustained injuries and damages arising out
21 of and caused by Defendants' common course of conduct in violation of California laws,
22 regulations, and statutes as alleged herein.

23 18. Adequacy. Plaintiff is qualified to, and will fairly and adequately protect the
24 interests of each member of the Class and/or Subclass with whom she has a well defined
25 community of interest and typicality of claims, as demonstrated herein. Plaintiff acknowledges an
26 obligation to make known to the Court any relationships, conflicts, or differences with any
27 member of the Class and/or Subclass. Plaintiff's attorneys and the proposed Counsel for the Class
28 and Subclass are versed in the rules governing class action discovery, certification, litigation, and

1 settlement and experienced in handling such matters. Other former and current employees of
2 Defendants may also serve as representatives of the Class and Subclass if needed.

3 19. Superiority. A class action is superior to other available means for the fair and
4 efficient adjudication of the claims of the Class and would be beneficial for the parties and the
5 court. Class action treatment will allow a large number of similarly situated persons to prosecute
6 their common claims in a single forum, simultaneously, efficiently, and without the unnecessary
7 duplication of effort and expense that numerous individual actions would require. The damages
8 suffered by each Class member are relatively small in the sense pertinent to class action analysis,
9 and the expense and burden of individual litigation would make it extremely difficult or
10 impossible for the individual Class Members to seek and obtain individual relief. A class action
11 will serve an important public interest by permitting such individuals to effectively pursue
12 recovery of the sums owed to them. Further, class litigation prevents the potential for inconsistent
13 or contradictory judgments raised by individual litigation.

14 20. Public Policy Considerations: Employers in the state of California violate
15 employment and labor laws everyday. Current employees are often afraid to assert their rights out
16 of fear of direct or indirect retaliation. Former employees are fearful of bringing actions because
17 they believe their former employers may damage their future endeavors through negative
18 references and/or other means. The nature of this action allows for the protection of current and
19 former employees' rights without fear or retaliation or damage.

20 **IV. FACTUAL ALLEGATIONS**

21 21. At all times set forth herein, Defendants employed Plaintiff and other persons in the
22 capacity of non-exempt positions, however titled, throughout the state of California.

23 22. Plaintiff is informed and believes Class Members have at all times pertinent hereto
24 been Non-Exempt within the meaning of the California Labor Code and the implementing rules
25 and regulations of the IWC California Wage Orders.

26 23. Defendants continue to employ Non-Exempt Employees, however titled, in
27 California and implement a uniform set of policies and practices to all non-exempt employees, as
28 they were all engaged in the generic job duties related to Defendants' transportation business.

1 24. Plaintiff is informed and believes, and thereon alleges, that Defendants are and
2 were advised by skilled lawyers and other professionals, employees, and advisors with knowledge
3 of the requirements of California's wage and employment laws.

4 25. On information and belief, during the relevant time frame, Plaintiff and Class
5 Members frequently worked well over eight (8) hours in a day and forty (40) hours in a work
6 week.

7 26. During the relevant time frame, Defendants compensated Plaintiff and Class
8 Members based upon an hourly rate.

9 27. On information and belief, during the relevant time frame, Plaintiff and Class
10 Members typically worked five (5) days a week.

11 28. Plaintiff is informed and believes that the Class Members were required to keep
12 similar schedules.

13 29. In addition, the Class Members frequently worked in excess of eight (8) hours a
14 day and/or over forty (40) hours in a workweek, but were not properly paid for minimum and
15 overtime wages.

16 30. Defendants also failed to properly calculate Plaintiff's and Class Members' regular
17 rate of pay including but not limited to by failing to include all forms of
18 compensation/remuneration in the regular rate including but not limited to bonuses, incentives,
19 commissions, shift differentials, and other compensation for overtime calculation purposes.

20 31. During the relevant time, as a consequence of Defendants' staffing and scheduling
21 practices, work demands, and Defendants' policies and practices, Defendants frequently failed to
22 provide Plaintiff and Class Members timely, legally complaint uninterrupted 30-minute meal
23 periods on shifts over five hours as required by law.

24 32. On information and belief, Plaintiff and Class Members did not waive their rights
25 to meal periods under the law.

26 33. Plaintiff and Class Members were not provided with valid lawful on-duty meal
27 periods.

28 34. Despite the above-mentioned meal period violations, Defendants failed to

1 compensate Plaintiff, and on information and belief, failed to compensate Class Members, one
2 additional hour of pay at their regular rate as required by California law when meal periods were
3 not timely or lawfully provided in a compliant manner.

4 35. Plaintiff are informed and believe, and thereon alleges, that Defendants know,
5 should know, knew, and/or should have known that Plaintiff and Class Members were entitled to
6 receive premium wages based on their regular rate of pay under California Labor Code § 226.7 but
7 were not receiving such compensation.

8 36. Plaintiff was required to work during meal periods every work day throughout the
9 liability period. Defendants had knowledge that Plaintiff was working through his meal periods,
10 yet still failed to compensate with meal premium pay

11 37. In addition, during the relevant time frame, Plaintiff and the Non-Exempt
12 Employees were systematically not authorized and permitted to take one net ten-minute paid, rest
13 period for every four hours worked or major fraction thereof, which is a violation of the California
14 Labor Code and IWC wage order.

15 38. Defendants maintained and enforced scheduling practices, policies, and imposed
16 work demands that frequently required Plaintiff and Class Members to forego their lawful, paid
17 rest periods of a net ten minutes for every four hours worked or major fraction thereof. Such
18 requisite rest periods were not timely authorized and permitted as a result of Defendants' failure to
19 provide relief for Plaintiff and Class Members to take their lawfully required breaks. Plaintiff was
20 not given a third rest break on the aforementioned ten (10) hour and above work days.

21 39. Despite the above-mentioned rest period violations, Defendants did not compensate
22 Plaintiff, and on information and belief, did not pay Class Members one additional hour of pay at
23 their regular rate as required by California law, including California Labor Code § 226.7 and the
24 applicable IWC wage order, for each day on which lawful rest periods were not authorized and
25 permitted.

26 40. Plaintiff is informed and believes, and thereon alleges, that at all times herein
27 mentioned, Defendants knew that at the time of termination of employment (or within 72 hours
28 thereof for resignations without prior notice as the case may be) they had a duty to accurately

1 compensate Plaintiff and Class Members for all wages owed including minimum wages, meal and
2 rest period premiums, and any associated profit shares earned by Plaintiff and Class Members
3 which Defendants had the financial ability to pay such compensation, but willfully, knowingly,
4 recklessly, and/or intentionally failed to do so in part because of the above-specified violations.

5 41. Defendants failed to reimburse Plaintiff and Class Members for business expenses
6 incurred pursuant to California Labor Code § 2802. Plaintiff was not reimbursed for his personal
7 cell phone use. Such cell phone use was required for work related purposes during work hours and
8 outside of work hours.

9 42. Upon information and belief, Defendants were failed to pay a shift differential for
10 night shifts worked by Plaintiff and Class Members.

11 43. Upon information and belief, Defendants knew and or should have known that it is
12 improper to implement policies and commit unlawful acts such as:

13 (a) requiring employees to work four (4) hours or a major fraction thereof without
14 being provided a minimum ten (10) minute rest period and without compensating the employees
15 with one (1) hour of pay at the employees' regular rate of compensation for each workday that a
16 rest period was not provided;

17 (b) requiring employees to work in excess of five (5) hours or ten (10) hours per day
18 without being provided an uninterrupted thirty minute meal period and/or a second meal period,
19 and without compensating employees with one (1) hour of pay at the regular rate of compensation
20 for each workday that such a meal period was not provided;

21 (c) failing to pay overtime and minimum wages;

22 (d) failing to reimburse necessary business expenses;

23 (e) failing to pay timely wages upon separation from Defendants' employ;

24 (f) failing to maintain accurately itemized wage statements; and

25 (g) conducting and engaging in unfair business practices.

26 44. In addition to the violations above, and on information and belief, Defendants knew
27 they had a duty to compensate Plaintiff and Class Members for the allegations asserted herein, and
28 that Defendants had the financial ability to pay such compensation, but willfully, knowingly,

1 recklessly, and/or intentionally failed to do so.

2 45. Plaintiff and Class Members they seek to represent are covered by, and Defendants
3 are required to comply with, applicable California Labor Codes, Industrial Welfare Commission
4 Occupational Wage Orders (hereinafter “IWC Wage Orders”) and corresponding applicable
5 provisions of California Code of Regulations, Title 8, § 11000 *et seq.*

6 **FIRST CAUSE OF ACTION**

7 **FAILURE TO PAY WAGES INCLUDING OVERTIME**

8 **(Against All Defendants)**

9 46. Plaintiff incorporates and re-alleges each and every allegation contained above as
10 though fully set forth herein.

11 47. At all times relevant, the IWC wage orders applicable to Plaintiff’s and the Class
12 require employers to pay its employees for each hour worked at least minimum wage. “Hours
13 worked” means the time during which an employee is subject to the control of an employer, and
14 includes all the time the employee is suffered or permitted to work, whether or not required to do
15 so, and in the case of an employee who is required to reside on the employment premises, that
16 time spent carrying out assigned duties shall be counted as hours worked.

17 48. At all relevant times, California Labor Code § 1197 provides that the minimum
18 wage for employees fixed by the IWC is the minimum wage to be paid to employees, and the
19 payment of a lesser wage than the established minimum is unlawful. Further, pursuant to the IWC
20 Wage Order and Labor Code, Plaintiff and Class Members are to be paid minimum wage for each
21 hour worked, and cannot be averaged At all times relevant, the IWC wage orders applicable to
22 Plaintiff and Class Members’ employment by Defendants provided that employees working for
23 more than eight (8) hours in a day or forty (40) hours in a work week are entitled to overtime
24 compensation at the rate of one and one-half times the regular rate of pay for all hours worked in
25 excess of eight (8) hours in a day or forty (40) hours in a work week. An employee who works
26 more than twelve (12) hours in a day is entitled to overtime compensation at a rate of twice the
27 regular rate of pay.

28 49. At all relevant times, California Labor Code § 1197.1 states “[a]ny employer or

1 other persons acting individually as an officer, agent, or employee of another person, who pays or
2 causes to be paid to any employee a wage less than the minimum fixed by an applicable state or
3 local law, or by an order of the commission shall be subject to a civil penalty, restitution of wages,
4 liquidated damages payable to the employee, and any applicable penalties pursuant to § 203.

5 50. California Labor Code § 510 codifies the right to overtime compensation at the rate
6 of one and one-half times the regular rate of pay for all hours worked in excess of eight (8) hours
7 in a day or forty (40) hours in a work week and to overtime compensation at twice the regular rate
8 of pay for hours worked in excess of twelve (12) hours in a day or in excess of eight (8) hours in a
9 day on the seventh day of work in a particular work week.

10 51. At all times relevant, Plaintiff and Class Members regularly performed non-exempt
11 work and thus were subject to the overtime requirements of the IWC Wage Orders, CCR § 11000,
12 et. seq. and the Labor Code.

13 52. At all times relevant, Plaintiff and Class Members consistently worked in excess of
14 eight (8) hours in a day and/or forty (40) hours in a week and Defendants failed to accurately
15 calculate overtime pay to Plaintiff and Class Members.

16 53. Defendants failed to compensate Plaintiff and Class Members accurately for
17 minimum and overtime wages due to Defendants' failure to account for all off-the-clock work
18 performed by Plaintiff and Class Members.

19 54. Defendants further failed to incorporate bonuses, shift differentials, and other
20 remunerations into the employees' regular rates of pay for purposes of calculating overtime.

21 55. At all times relevant, Defendants have failed to accurately pay minimum and
22 overtime owed to Plaintiff and Class Members.

23 56. Accordingly, Defendants owe Plaintiff and Class Members minimum and overtime
24 wages, and have failed to pay Plaintiff and Class Members their wages owed.

25 57. Pursuant to California Labor Code §§ 510, 558 and 1194, Plaintiff and Class
26 Members are entitled to recover their unpaid wages and overtime compensation, as well as
27 interest, costs, and attorneys' fees.

28 **SECOND CAUSE OF ACTION**

1 **FAILURE TO PROVIDE MEAL PERIODS OR COMPENSATION IN LIEU THEREOF**
2 **(Against All Defendants)**

3 58. Plaintiff incorporates and re-alleges each and every allegation contained above as
4 though fully set forth herein.

5 59. Pursuant to California Labor Code § 512, no employer shall employ an employee
6 for a work period of more than five (5) hours without providing a meal break of not less than thirty
7 (30) minutes in which the employee is relieved of all of his or her duties. An employer may not
8 employ an employee for a work period of more than ten (10) hours per day without providing the
9 employee with a second meal period of not less than thirty (30) minutes, except that if the total
10 hours worked is no more than twelve (12) hours, the second meal period may be waived by mutual
11 consent of the employer and the employee only if the first meal period was not waived.

12 60. Pursuant to the IWC wage orders applicable to Plaintiff and Class Members'
13 employment by Defendants, in order for an "on duty" meal period to be permissible, the nature of
14 the work of the employee must prevent an employee from being relieved of all duties relating to
15 his or her work for the employer and the employees must consent in writing to the "on duty" meal
16 period. On information and belief, Plaintiff and Class Members did not consent in writing to an
17 "on duty" meal period. Further, the nature of the work of Plaintiff and Class Members was not
18 such that they were prevented from being relieved of all duties. Despite the requirements of the
19 IWC wage orders applicable to Plaintiff's and Class Members' employment by Defendants and
20 California Labor Code § 512 and § 226.7, Defendants did not provide Plaintiff and Class Members
21 with all their statutorily authorized meal periods.

22 61. For the four (4) years preceding the filing of this lawsuit, Defendants failed to
23 provide Plaintiff and Class Members, timely and uninterrupted meal periods of not less than thirty
24 (30) minutes pursuant to the IWC wage orders applicable to Plaintiff and Class Members'
25 employment by Defendants. As a proximate result of the aforementioned violations, Plaintiff and
26 the other Class Members have been damaged in an amount according to proof at time of trial.

27 62. By their failure to provide a compliant meal period for each shift worked over five
28 (5) hours and their failure to provide a compliant second meal period for any shift worked over ten

1 (10) hours per day by Plaintiff and Class Members, and by failing to provide compensation in lieu
2 of such non-provided meal periods, as alleged above, Defendants violated the provisions of
3 California Labor Code §§ 226.7 and 512 and applicable IWC Wage Orders.

4 63. Plaintiff and Class Members she seeks to represent did not voluntarily or willfully
5 waive meal periods and were regularly required to work shifts without being provided all of their
6 legally required meal periods. Defendants created a working environment in which Plaintiff and
7 Class Members were not provided all of their meal periods due to shift scheduling and/or work
8 related demands placed upon them by Defendants as discussed above. On information and belief,
9 Defendants' implemented a policy and practice which resulted in systematic and class-wide
10 violations of the Labor Code. On information and belief, Defendants' violations have been
11 widespread throughout the liability period and will be evidenced by Defendants' time records for
12 the Class Members.

13 64. As a result of the unlawful acts of Defendants described herein, Plaintiff and Class
14 Members they seek to represent have been deprived of premium wages in amounts to be
15 determined at trial. Pursuant to California Labor Code § 226.7, Plaintiff and Class Members are
16 entitled to recover one (1) hour of premium pay for each day in which a meal period was not
17 provided, along with interest and penalties thereon, attorneys' fees, and costs.

18 **THIRD CAUSE OF ACTION**

19 **FAILURE TO PROVIDE REST PERIODS OR COMPENSATION IN LIEU THEREOF**

20 **(Against All Defendants)**

21 65. Plaintiff incorporates and re-alleges each and every allegation contained above as
22 though fully set forth herein.

23 66. Pursuant to the IWC wage orders applicable to Plaintiff and Class Members'
24 employment by Defendants, "Every employer shall authorize and permit all employees to take rest
25 periods, which insofar as practicable shall be in the middle of each work period.... [The]
26 authorized rest period time shall be based on the total hours worked daily at the rate of ten (10)
27 minutes net rest time per four (4) hours worked or major fraction thereof... Authorized rest period
28 time shall be counted as hours worked, for which there shall be no deduction from wages."

California Labor Code § 226.7(a) prohibits an employer from requiring any employee to work during any rest period mandated by an applicable order of the IWC.

67. Defendants were required to authorize and permit employees such as Plaintiff and Class Members to take rest periods, based upon the total hours worked at a rate of ten (10) minutes net rest per four (4) hours worked, or major fraction thereof, with no deduction from wages. Despite said requirements of the IWC wage orders applicable to Plaintiff's and Class Members' employment by Defendants, Defendants failed and refused to authorize and permit Plaintiff and Class Members, to take ten (10) minute rest periods for every four (4) hours worked, or major fraction thereof.

68. On information and belief Defendants created a working environment in which Plaintiff and Class Members were not provided all of their rest periods due to shift scheduling and/or work related demands placed upon them by Defendants to meet the needs of Defendants' business as discussed above. On information and belief, Defendants implemented a policy and practice which resulted in systematic and class-wide violations of the Labor Code. On information and belief, Defendants' violations have been widespread throughout the liability period.

69. Labor Code 226.7 provides: (a) No employer shall require any employee to work during any meal or rest period mandated by an applicable order of the Industrial Welfare Commission. (b) If an employer fails to provide an employee a meal period or rest period in accordance with an applicable order of the Industrial Welfare Commission, the employer shall pay the employee one additional hour of pay at the employee's regular rate of compensation for each work day that the meal or rest period is not provided.

70. As a proximate result of the aforementioned violations, Plaintiff and Class Members have been damaged in an amount according to proof at time of trial. Pursuant to California Labor Code § 226.7, Plaintiff and Class Members are entitled to recover one (1) hour of premium pay for each day in which Defendants failed to provide a rest period to Plaintiff and the Class, plus interest and penalties thereon, attorneys' fees, and costs.

FOURTH CAUSE OF ACTION

1 **FAILURE TO PAY TIMELY PAY WAGES**

2 **(Against All Defendants)**

3 71. Plaintiff incorporates and re-alleges each and every allegation contained above as
4 though fully set forth herein.

5 72. California Labor Code §§ 201-202 requires an employer who discharges an
6 employee to pay compensation due and owing to said employee immediately upon discharge and
7 that if an employee voluntarily leaves his or her employment, his or her wages shall become due
8 and payable not later than seventy-two (72) hours thereafter, unless the employee has given
9 seventy-two (72) hours previous notice of his or her intention to quit, in which case the employee
10 is entitled to his or her wages on their last day of work.

11 73. California Labor Code § 203 provides that if an employer willfully fails to pay
12 compensation promptly upon discharge, as required by California Labor Code §§ 201-202, the
13 employer is liable for waiting time penalties in the form of continued compensation for up to thirty
14 (30) work days.

15 74. During the relevant time period, Defendants willfully failed and refused, and
16 continue to willfully fail and refuse, to pay Plaintiff and Class Members their wages, earned and
17 unpaid, either at the time of discharge, or within seventy-two (72) hours of their voluntarily
18 leaving Defendants' employ. These wages include regular and overtime.

19 75. As a result, Defendants are liable to Plaintiff and members of the Non-Exempt
20 Production Employee class for waiting time penalties pursuant to California Labor Code § 203, in
21 an amount according to proof at the time of trial.

22 **FIFTH CAUSE OF ACTION**

23 **FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS**

24 **(Against All Defendants)**

25 76. Plaintiff incorporates and re-alleges each and every allegation contained above as
26 though fully set forth herein.

27 77. Section 226(a) of the California Labor Code requires Defendants to itemize in wage
28 statements all deductions from payment of wages and to accurately report total hours worked by

1 Plaintiff and the Class including applicable hourly rates and reimbursement expenses among other
2 things. Defendants have knowingly and intentionally failed to comply with Labor Code section
3 226 and 204 on wage statements that have been provided to Plaintiff and the Class.

4 78. IWC Wage Orders require Defendants to maintain time records showing, among
5 others, when the employee begins and ends each work period, meal periods, split shift intervals
6 and total daily hours worked in an itemized wage statement and must show all deductions and
7 reimbursements from payment of wages, and accurately report total hours worked by Plaintiff and
8 the Class. On information and belief, Defendants have failed to record all or some of the items
9 delineated in Industrial Wage Orders and Labor Code § 226.

10 79. As a result of Defendants' knowing and intentional failure to comply with Labor
11 Code § 226(a), Plaintiff and Class Members have suffered injury and damage to their statutorily
12 protected rights. Specifically, Plaintiff and Class Members have been injured by Defendants'
13 intentional violation of Labor Code § 226(a) because they were denied both their legal right to
14 receive, and their protected interest in receiving, accurate itemized wage statements under Labor
15 Code § 226(a). In addition, Defendants have made it difficult to calculate the amount of wages and
16 compensation owed to Plaintiff and Class Members. Plaintiff has had to file this lawsuit and will
17 be required to conduct discovery and perform computations in order to analyze whether in fact
18 Plaintiff was paid correctly and the extent of the underpayment, thereby causing Plaintiff to incur
19 expenses and lost time. Plaintiff would not have had to engage in these efforts and incur these
20 costs had Defendants provided wage statements accurately showing their regular and overtime
21 rates of pay, among other things. This has also delayed Plaintiff's ability to demand and recover
22 the underpayment of wages from Defendants.

23 80. Plaintiff and Class Members are entitled to recover from Defendants the greater of
24 their actual damages caused by Defendants' failure to comply with Labor Code § 226(a) or an
25 aggregate penalty not exceeding \$4,000 dollars per employee.

26
27 **SIXTH CAUSE OF ACTION**

28 **FAILURE TO INDEMNIFY NECESSARY BUSINESS EXPENSES**

1 **(Against All Defendants)**

2 81. Plaintiff incorporates and re-alleges each and every allegation contained above as
3 though fully set forth herein.

4 82. Labor Code § 2802 requires Defendants to indemnify Plaintiff and Class Members
5 for necessary expenditures incurred in direct consequences of the discharge of his or her duties. As
6 a necessary part of employment, Plaintiff and on information and belief Class Members, were not
7 adequately reimbursed by Defendants for expenses related to all expenses incurred as a result of
8 their personal vehicle usage, as described above. Despite these realities of the job, Defendants
9 failed to provide reimbursements.

10 83. Labor Code §2804 states in pertinent part: “Any contract or agreement, express or
11 implied, made by any employee to waive the benefits of this article or any part thereof is null and
12 void, and this article shall not deprive any employee or his or her personal representative of any
13 right or remedy to which he is entitled under the laws of this State.

14 84. As a result of the unlawful acts of Defendants, Plaintiff and the Class Members
15 have been deprived of un-reimbursed expense amounts to be determined at trial, and are entitled to
16 the recovery of such amounts, plus interest and penalties thereon, attorneys’ fees, and costs,
17 pursuant to Labor Code § 2802.

18 **SEVENTH CAUSE OF ACTION**

19 **VIOLATION OF BUSINESS & PROFESSIONS CODE §§ 17200, et.seq.**

20 **(Against All Defendants)**

21 85. Plaintiff incorporates and re-alleges each and every allegation contained above as
22 though fully set forth herein.

23 86. Defendants’ conduct, as alleged in this complaint, has been, and continues to be,
24 unfair, unlawful, and harmful to Plaintiff and Class Members, Defendants’ competitors, and the
25 general public. Plaintiff seeks to enforce important rights affecting the public interest within the
26 meaning of the California Code of Civil Procedure § 1021.5.

27 87. Defendants’ policies, activities, and actions as alleged herein, are violations of
28 California law and constitute unlawful business acts and practices in violation of California

1 Business and Professions Code §§ 17200, et seq.

2 88. A violation of California Business and Professions Code §§ 17200, et seq., may be
3 predicated on the violation of any state or federal law. Defendants' policy of failing to accurately
4 pay overtime wages, failing to pay minimum wages, failing to reimburse expenses, and failing to
5 provide Plaintiff and the Class with meal periods and rest breaks or the one (1) hour of premium
6 pay when a meal or rest break period was not provided or provided outside of the required time
7 frames, violates California Labor Code §203, § 512, § 226.7, § 1194, § 2802 and applicable IWC
8 Wage Orders and California Code of Regulations.

9 89. Plaintiff and Class Members have been personally aggrieved by Defendants'
10 unlawful and unfair business acts and practices alleged herein by the loss of money and/or
11 property.

12 90. Pursuant to California Business and Professions Code §§ 17200, et seq., Plaintiff
13 and Class Members are entitled to restitution of the wages withheld and retained by Defendants
14 during a period that commences four (4) years prior to the filing of this complaint; an award of
15 attorneys' fees, interest; and an award of costs.

16 **PRAYER FOR RELIEF**

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

18 **Class Certification**

- 19 1. That this action be certified as a class action;
20 2. That Plaintiff be appointed as the representative of the Class;
21 3. That Plaintiff be appointed as the representative of the Subclass; and
22 4. That counsel for Plaintiff is appointed as counsel for the Class and Subclass.

23 **On the First Cause of Action**

- 24 1. For compensatory damages equal to the unpaid balance of minimum wage
25 compensation and overtime owed to Plaintiff and Class members as well as interest and costs;
26 2. For reasonable attorneys' fees and costs pursuant to California Labor Code §§ 510,
27 and 1194;
28 3. For liquidated damages in an amount equal to the wages unlawfully unpaid and

1 interest thereon pursuant to California Labor Code §§ 1194.2, 558;

2 4. For such other and further relief as the Court deems proper.

3 On the Second Cause of Action

4 1. For one (1) hour of premium pay for each day in which a required meal period was
5 not provided or not provided in a timely manner; and

6 2. For such other and further relief as the Court deems proper.

7 On the Third Cause of Action

8 1. For one (1) hour of premium pay for each day in which a required rest period was
9 not authorized or permitted; and

10 2. For such other and further relief as the Court deems proper.

11 On the Fourth Cause of Action

12 1. For statutory penalties pursuant to California Labor Code §203;

13 2. For interest for wages untimely paid; and

14 3. For such other and further relief as the Court deems proper.

15 On the Fifth Cause of Action

16 1. For statutory penalties pursuant to Labor Code §226;

17 2. For interest for wages untimely paid;

18 3. For penalties pursuant to Labor Code §266.3; and

19 4. For such other and further relief as the Court deems proper.

20 On the Sixth Cause of Action

21 1. For statutory penalties pursuant to Labor Code §2802;

22 2. For interest for wages untimely paid; and

23 3. For such other and further relief as the Court deems proper.

24 On the Seventh Cause of Action

25 1. That Defendants, jointly and/or severally, pay restitution of sums to Plaintiff and
26 Class Members for their past failure to accurately pay overtime, failing to pay minimum wages,
27 failing to reimburse expenses, and failing to provide Plaintiff and the Class with meal periods and
28 rest breaks or the one (1) hour of premium pay when a meal or rest break period was not provided

1 or provided outside of the required time frames as described herein to Plaintiff and Class Members
2 over the last four (4) years in an amount according to proof;

3 2. For pre-judgment interest on any unpaid wages due from the day that such amounts
4 were due;

5 3. For reasonable attorneys' fees that Plaintiff and Class Members are entitled to
6 recover;

7 4. For costs of suit incurred herein; and

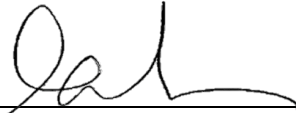
8 5. For such other and further relief as the Court deems proper.

9
10 **DEMAND FOR JURY TRIAL**

11 Plaintiff and members of the Class and Subclass request a jury trial in this matter.
12

13
14 Dated: February 18, 2025

JAMES HAWKINS APLC

15
16 By:  _____

17 JAMES R. HAWKINS
18 GREGORY MAURO
MICHAEL CALVO
LAUREN FALK
AVA ISSARY

19 Attorneys for Plaintiff KEVIN MOLINA
20 individually and on behalf of all others
21 similarly situated.
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