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20 and all others similarly situated

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22 **SUPERIOR COURT OF CALIFORNIA**  
23 **COUNTY OF SAN FRANCISCO**

24 JOSEPH ROJAS, an individual, and  
25 JOHNATHAN BABAKITIS, an individual  
26 on behalf of themselves and all others  
27 similarly situated,

28 Plaintiffs,

v.

ROADRUNNER TRANSPORTATION  
SERVICES, INC., a Delaware Corporation,  
and DOES 1-10, Inclusive,

Defendants.

Case No. CGC-24-613240

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

- (1) **FAILURE TO PAY REGULAR AND/OR BONUS WAGES;**
- (2) **FAILURE TO PROVIDE MEAL PERIODS;**
- (3) **FAILURE TO PROVIDE REST PERIODS;**
- (4) **FAILURE TO FURNISH TIMELY AND ACCURATE WAGE STATEMENTS;**
- (5) **FAILURE TO PAY ALL WAGES DUE UPON TERMINATION;**
- (6) **VIOLATION OF CALIFORNIA'S UNFAIR COMPETITION LAW ("UCL"), Bus. & Prof. Code § 17200 et seq.**
- (7) **VIOLATION OF PRIVATE ATTORNEYS GENERAL ACT (PAGA) (Labor Code §2699, et seq.)**

**DEMAND FOR JURY TRIAL**

ELECTRONICALLY  
**FILED**

Superior Court of California,  
County of San Francisco

**04/03/2024**  
**Clerk of the Court**

BY: VERA MU  
Deputy Clerk

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Plaintiffs JOSEPH ROJAS and JOHNATHAN BABAKITIS (“Plaintiffs”), by and through their attorneys of record, bring this Class Action Complaint against ROADRUNNER TRANSPORTATION SERVICES, INC., (“Roadrunner” or “Defendant”), and respectfully allege the following:

## NATURE OF THE ACTION

1. This is a class action for wage and labor violations arising out of Defendant's failure to pay wages earned, including forfeiture of earned bonus wages, failure to provide timely and uninterrupted meal and rest periods, and for derivative claims.

2. As set forth below, Defendant failed to pay its employees' wages, including for performance-based bonuses which employees earned and Defendant unlawfully withheld, failed to provide timely and uninterrupted meal and rest periods to its California non-exempt employees in violation of California Labor Code sections 512 and 226.7, and the applicable Industrial Wage Order; failed to pay its employees one hour of pay at the regular rate of compensation for each instance that Defendant failed to provide statutorily mandated rest periods and timely off-duty meal periods; failed to furnish timely and accurate wage statements; failed to pay all wages due upon termination; is in violation of California's Unfair Competition Law ("UCL") and the Private Attorneys General Act of 2004 ("PAGA").

3. Plaintiffs seek to represent and prosecute claims against Defendant in class action proceedings on behalf of all those similarly situated who are or were residents of the State of California.

## JURISDICTION AND VENUE

4. This Court has jurisdiction over this action because this is a civil action where the matter in controversy, exclusive of interest and costs, exceeds the jurisdictional minimum of the Court. The acts and omissions complained of in this action took place in the State of California. Venue is proper because upon information and belief, Defendant conducts substantial business in this county, maintains an office in this county, and employs numerous employees in this county.

## PARTIES

5. Plaintiff JOSEPH ROJAS is a resident of Barstow, California. Plaintiff Rojas was

1 employed by Defendant in Mira Loma, California, from approximately April 18, 2022, to  
2 approximately April 27, 2023, as a Forklift Operator. Plaintiff's pay structure was such that he earned  
3 an hourly wage and performance-based bonuses for attaining preset metrics in loading and unloading  
4 goods.

5 6. Plaintiff JOHNATHAN BABAKITIS is a resident of Azusa, California. Plaintiff  
6 was employed by Defendant in Mira Loma, California, from approximately June of 2022 to  
7 approximately October 25, 2022, as a Forklift Operator. Plaintiff's pay structure was such that he  
8 earned an hourly wage and performance-based bonuses for attaining preset metrics in loading and  
9 unloading goods.

10 7. At all times material herein, Defendant ROADRUNNER TRANSPORTATION  
11 SERVICES, INC., a Delaware Corporation, is and was a corporation authorized to do business in  
12 California, including but not limited to conducting business within the County of San Francisco.  
13 Defendant offers truck freight transportation services, including in California. Upon information  
14 and belief, Roadrunner operates throughout all fifty states, including in California. Roadrunner  
15 employees, including plaintiff, are engaged in handling freight in interstate commerce. At all  
16 relevant times alleged herein, Plaintiff is informed and believes that Defendant is authorized to and  
17 does conduct business in California, including but not necessarily limited to County of San  
18 Francisco. Defendant maintains a service center location in San Francisco County, and  
19 employ/employed other Forklift Operators and others similarly situated throughout the State of  
20 California. Plaintiffs are informed and believe, and on that basis allege, that Roadrunner is engaged in  
21 processing and shipping freight throughout the United States, including California.

22 8. Plaintiffs are currently unaware of the true names and capacities, whether individual,  
23 corporate, associate, or otherwise, of the defendants sued herein under fictitious names Does 1  
24 through 10, inclusive, and therefore sue such defendants by such fictitious names. Plaintiffs will  
25 seek leave to amend this complaint to allege the true names and capacities of said fictitiously  
26 named defendants when their true names and capacities have been ascertained. Plaintiffs are  
27 informed and believe and thereon allege that each of the fictitiously named defendants is legally  
28 responsible in some manner for the events and occurrences alleged herein, and for the damages

1 suffered by the Class.

2 9. Plaintiffs are informed and believe and thereon allege that all defendants, including  
3 the fictitious Doe defendants, were at all relevant times acting as actual agents, conspirators,  
4 partners and/or joint ventures and/or employees of all other defendants, and that all acts alleged  
5 herein occurred within the course and scope of said agency, employment, partnership, and joint  
6 venture, conspiracy or enterprise, and with the express and/or implied permission, knowledge,  
7 consent, authorization and ratification of their co-defendants.

8 **FACTS**

9 10. Between approximately April 18, 2022, to approximately April 27, 2023, Plaintiff  
10 ROJAS was employed by Defendant, as a non-exempt, hourly-paid Forklift Operator at  
11 Defendant's service center in Mira Loma, California.

12 11. Between approximately June of 2022 to approximately October 25, 2022, Plaintiff  
13 BABAKITIS was employed by Defendant, as a non-exempt, hourly-paid Forklift Operator at  
14 Defendant's service center in Mira Loma, California.

15 12. Plaintiffs' duties included setting-up the forklifts, including picking up paperwork  
16 and assigning a laptop to the forklifts, and maintenance of the forklifts, including fueling up with  
17 gas. Plaintiffs would load pallets of freight onto a freight dimensioning machine, then load the  
18 freight into a trailer, scan the trailer after it has been measured, and then move onto the next palette.

19 13. Plaintiffs were scheduled to work eight hours per shift for five days per week but  
20 were often sent home after working six hours.

21 14. During the relevant time period, Defendant failed to properly pay Plaintiffs and class  
22 members their performance-based bonuses that they earned but were unlawfully required to forfeit  
23 once earned. As part of their job duties, Plaintiffs and class members were required to meet certain  
24 productivity goals. Plaintiffs were entitled to bonuses based on load and unloading metrics, which  
25 was a component of Plaintiffs' and other class members wages. As an example, on at least one  
26 occasion, Plaintiffs and other class members earned all of their bonuses for the month, and were  
27 entitled to approximately \$300 in bonus wages. The day the bonuses were to be paid, management  
28 said the system had malfunctioned and the employees did not actually meet all of the goals, and

1 therefore Plaintiffs and class members were not paid earned bonus wages for that month. Because  
2 Defendant did not pay Plaintiffs and class members bonuses that they earned, they were not paid  
3 properly for all wages, and these bonus amounts were not included in their wages and paychecks.

4 15. During the relevant time period, Defendant failed to provide Plaintiffs and other  
5 class members with timely and off-duty meal periods of at least 30 minutes, in violation of  
6 California law. To attempt to conceal these violations, Defendant instituted a practice of waiting  
7 until the six-hour mark to either allow employees to take their meal breaks or send them home  
8 because they were no longer needed for that day. This meant Plaintiffs and other class members did  
9 not receive a 30-minute meal break before the end of their fifth hour of work in violation of  
10 California law. Plaintiffs do not recall signing a meal break waiver. Plaintiffs and other class  
11 members were not paid meal period premiums for each day a timely and uninterrupted meal break  
12 was not provided. This unlawful practice occurred up to five times per week and was always done  
13 with the full knowledge and consent of the managers and supervisors to increase productivity and  
14 cut costs.

15 16. Further, Plaintiffs were sometimes forced to work past six hours before a supervisor  
16 authorized them to go home for the day. Defendant required Plaintiffs and class members to get  
17 approval prior to leaving after they worked their 6-hour shift. Sometimes Plaintiffs could not obtain  
18 approval in time because the supervisors were unavailable or would not know and would tell  
19 Plaintiffs to ask another supervisor, causing them to work past the six-hour mark. Plaintiffs would  
20 face discipline for working past six hours; however, it was a catch-22 because when Plaintiffs  
21 would clock out at the six-hour mark and go home without supervisor approval, they would also  
22 face discipline.

23 17. Additionally, Defendant's policies and practices regarding work conditions and  
24 expectations for its non-exempt employees caused Plaintiffs and other class members to miss one  
25 or more rest breaks, and/or receive late or short rest breaks. Plaintiffs were told their rest breaks  
26 began once they entered the employee break room; however, the supervisors would time them on  
27 their own before Plaintiffs were even finished parking their forklifts. Plaintiffs' supervisors, after  
28 their timers went off, would then interrupt Plaintiffs while still on their rest breaks and tell them to

1 hurry up and get back to work. Plaintiffs were not paid rest break premiums for each workday that  
2 the rest break was interrupted or cut short.

3 18. Further, Plaintiffs and other class members' wage statements failed to correctly state  
4 performance bonuses earned, and consequently the gross and net wages due, among other required  
5 information. Because of Defendant's failure to list the correct gross wages earned, bonuses earned,  
6 and net wages earned on wage statements, Plaintiff and other class members have been prevented  
7 from verifying, solely from information on the wage statements themselves, that they were paid  
8 correctly and in full.

9 19. Upon information and belief, the above-mentioned unlawful employment practices  
10 by Defendant were applied the same to all Forklift Operators in all of Defendant's service centers  
11 in the State of California.

12 20. Defendant's conduct, as alleged here, has caused Plaintiffs and class members  
13 damages including, but not limited to, loss of wages and compensation. Defendant is liable to  
14 Plaintiffs and the class for failing to properly pay bonuses earned, failing to pay meal and rest break  
15 premiums, failing to provide timely and accurate wage statements, failing to pay all wages due  
16 upon termination, which are violations of California's unfair competition law.

17 21. Plaintiffs are a member of, and seek to be a representatives for, the class of similarly  
18 situated employees who all have been exposed to, have suffered, and/or were permitted to work  
19 under Defendant's unlawful employment practices as alleged herein.

20 **EXHAUSTION OF PAGA NOTICE REQUIREMENT**

21 22. Plaintiff Rojas exhausted the notice requirement by filing a complaint with the  
22 Labor and Workforce Development Agency ("LWDA") in his letter dated January 26, 2024, as  
23 required under the *California Labor Code Private Attorneys General Act* ("PAGA"). A true and  
24 correct copy of Plaintiff Rojas's letter is attached hereto as **Exhibit A** and is incorporated herein by  
25 reference. The LWDA did not assume jurisdiction over the applicable penalty claims alleged;  
26 therefore, Plaintiff Rojas has exhausted the procedural requirement under PAGA to pursue any and  
27 all penalty claims as provided under PAGA.

28 **CLASS DEFINITIONS AND CLASS ALLEGATIONS**

1           23.     Plaintiffs bring this action on behalf of themselves and on behalf of all others  
2 similarly situated, and as members of the Class they seek to represent. The class period is from four  
3 years prior to the filing of the Complaint in this action until the trial of this action (“class period.”)

4 The Class is defined as:

5           *All current and former non-exempt, hourly-paid Forklift Operators, or a position*  
6 *with similar duties and/or job titles who in performance of their work duties handled*  
7 *packages and goods as part of international and/or interstate commerce, employed by*  
8 *Defendant in California during the time period commencing four years before this*  
9 *complaint was filed, and until the present (“Class Period”).*

10           24.     Plaintiff further seeks to represent the following subclasses:

11           **Regular Wages Subclass**

12           “All current and former non-exempt, hourly-paid Forklift Operators, or a position with  
13 similar duties and/or job titles who in performance of their work duties handled packages  
14 and goods as part of international and/or interstate commerce, employed by Defendant in  
15 California during the Class Period, who worked at least one shift less than eight hours in a  
16 workday and/or worked less than 40 hours during the workweek.”

17           **Meal Period Subclass**

18           “All current and former non-exempt, hourly-paid Forklift Operators, or a position with  
19 similar duties and/or job titles who in performance of their work duties handled packages  
20 and goods as part of international and/or interstate commerce, employed by Defendant in  
21 California during the Class Period, who worked at least one shift longer than five hours in a  
22 workday.”

23           **Rest Period Subclass**

24           “All current and former non-exempt, hourly-paid Forklift Operators, or a position with  
25 similar duties and/or job titles who in performance of their work duties handled packages  
26 and goods as part of international and/or interstate commerce, employed by Defendant in  
27 California during the Class Period, who worked at least one shift longer than three and a  
28 half hours in a workday.”

**The Itemized Wage Statement Subclass**

          “All current and former non-exempt, hourly-paid Forklift Operators, or a position with  
similar duties and/or job titles who in performance of their work duties handled packages  
and goods as part of international and/or interstate commerce, employed by Defendant in  
California during the Class Period, and who have received at least one wage statement from  
Defendant.”

**The Waiting Time Penalties Subclass**

          “All members of the Class, the Regular Wages Subclass, Meal Period Subclass, and Rest  
Period Subclass, and Itemized Wage Statement Subclass who separated employment with  
Defendant at any point during the past three (3) years prior to the filing of this action.”

**The UCL Subclass**

“All current and former non-exempt, hourly-paid Forklift Operators, or a position with similar duties and/or job titles who in performance of their work duties handled packages and goods as part of international and/or interstate commerce, employed by Defendant in California during the Class Period, regarding whom Defendant has engaged in unlawful, unfair and/or fraudulent business acts or practices prohibited by B&PC §17200, et seq. as specifically described herein.”

25. Plaintiffs reserve the right to amend or otherwise alter the class definition, or to propose or eliminate subclasses, in response to facts learned through discovery, legal arguments advanced by Defendant or otherwise.

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

27. **Numerosity of the Class:** Pursuant to Code of Civil Procedure § 382, members of the Class are so numerous that their individual joinder is impracticable. Plaintiffs estimate, on information and belief, that there are several hundred current and former non-exempt employees of Defendant employed in service centers in California during the class period. The precise number of Class members and their addresses are known to Plaintiffs or will be known to Plaintiffs through discovery. Class members may be notified of the pendency of this action by mail, electronic mail, the Internet, or published notice.

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

- a. Whether members of the class were not paid all wages owed to them, including regular wages, and at the correct rate, including their performance-based bonuses;
- b. Whether Defendant had a policy or practice of not paying meal or rest period premium wages;
- c. Whether Defendant violated Labor Code § 226.7 and/or § 512, and the applicable California Industrial Welfare Commission Order and engaged in a pattern or practice of failing to provide timely, off-duty meal periods to Plaintiffs and class members;
- d. Whether Defendant engaged in a pattern or practice of impeding Plaintiffs and the

- 1 members of the class from taking statutory off-duty meal periods on a timely basis;
- 2 e. Whether Defendant engaged in a pattern or practice of failing to properly compensate
- 3 Plaintiffs and the members of the class for missed, untimely or on-duty meal periods as
- 4 required by California law;
- 5 f. Whether Defendant failed to compensate, and therefore violated Labor Code § 226.7 and
- 6 the applicable Wage Order by failing to provide ten (10) minute, uninterrupted rest
- 7 periods as contemplated by California law for work periods in excess of three and one-
- 8 half (3 ½) hours;
- 9 g. Whether Plaintiffs and the members of the Class were not provided with accurate wage
- 10 statements as required by Labor Code section 226;
- 11 h. Whether Defendant violated Labor Code § 226(a) by issuing inaccurate itemized wage
- 12 statements to Plaintiffs and members of the class that failed to include payments for
- 13 missed, untimely, and/or on-duty meal periods among wages earned throughout the
- 14 Class period;
- 15 i. Whether Defendant violated Labor Code § 226(a) by issuing inaccurate itemized wage
- 16 statements to Plaintiffs and members of the class that failed to list the earned
- 17 performance-based bonuses, to the detriment of Plaintiff and the class;
- 18 j. Whether Defendant violated Labor Code § 226(a) by issuing inaccurate itemized wage
- 19 statements to Plaintiffs and members of the class that failed to accurately state the total
- 20 hours worked and at the correct rates of pay, including the bonus amounts, to the
- 21 detriment of Plaintiffs and the class;
- 22 k. Whether Defendant violated Labor Code §§ 201-203 by failing to pay all wages due
- 23 upon termination to all Class Members who were terminated or voluntarily quit;
- 24 l. Whether Defendant engaged in unfair practices and violated California Business &
- 25 Professions Code section 17200 by failing to pay Plaintiffs and the members of the class
- 26 for all time worked, including requiring class members to unlawfully forfeit earned
- 27 bonuses; and
- 28 m. The nature and extent of class-wide injury and the measure of damages or restitution.

1           29.     **Typicality:** Plaintiffs' claims are typical of the claims of the members of the class  
2 they seek to represent because Plaintiffs, as non-exempt employees of Defendant, were exposed  
3 and subjected to the same unlawful business practices as other employees employed by Defendant  
4 during the class period. Plaintiffs and the members of the class they seek to represent sustained the  
5 same types of damages and losses.

6           30.     **Adequacy:** Plaintiffs are adequate representatives of the class they seek to represent  
7 because their interests do not conflict with the interests of the members of the class Plaintiffs seeks  
8 to represent. Plaintiffs have retained counsel competent and experienced in complex class action  
9 litigation and Plaintiffs intend to prosecute this action vigorously. The interests of the members of  
10 the class will be fairly and adequately protected by Plaintiffs and their counsel.

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

22          32.     The Class should also be certified because:

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

1 or substantially impair or impede their ability to protect their interests; and

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

5 **FIRST CAUSE OF ACTION**  
6 **FAILURE TO PAY REGULAR AND/OR BONUS WAGES**  
7 **(Violation of Labor Code §§ 206.5, 218, 218.5, 218.6, 219, 221, 222, and the applicable Wage**  
8 **Order)**  
9 **(Against all defendants)**

10 33. Plaintiffs re-allege and incorporate all preceding paragraphs as if fully set forth  
11 herein.

12 34. The California Labor Code establishes the fundamental right of all employees in  
13 the State of California to be paid wages in a timely fashion for their work.

14 35. The applicable Industrial Wage Order provides that an employer may not pay  
15 employees less than the applicable minimum wage for all hours worked.

16 36. Pursuant to the applicable Industrial Wage Order, Defendant is required to pay  
17 Plaintiffs, and the members of the Class, for all hours worked, meaning the time which an  
18 employee is subject to the control of the employer.

19 37. At all relevant times during the class period, Defendant failed to pay Plaintiffs and  
20 other members of the class wages for all hours worked, in that Plaintiffs and the class were not paid  
21 bonus wages they earned, resulting in unpaid wages. As a result, Plaintiffs and other class members  
22 worked hours they were not paid for. Plaintiffs and the Class Members therefore seek unpaid wages  
23 and penalties.

24 38. Bonuses are wages and an employee cannot waive rights to earned wages. Labor  
25 Code §§ 200, 206.5; 219; *Lucian v. All States Trucking Co.* (1981) 116 Cal. App. 3d 972, 975.  
26 Labor Code § 219 prevents forfeiture of payment of earned bonus wages. Labor Code § 219 states  
27 in relevant part: “(a) Nothing in this article shall in any way limit or prohibit the payment of wages  
28 at more frequent intervals, or in greater amounts, or in full when or before due, but no provision of  
this article can in any way be contravened or set aside by a private agreement, whether written,  
oral, or implied.”

1           39. Pursuant to Civil Code section 1670.5, it is illegal for an employer to require a  
2 forfeiture or penalty against an employee's wages. Defendant set aside earned bonus wages when  
3 it required Class Members to forfeit earned bonus wages. Such agreement(s) is unlawful and  
4 unconscionable. Cal. Civ. Code, §§ 1668, 1670.5, 3275, and 3369.

5           40. Pursuant to Labor Code section 221, "It shall be unlawful for any employer to  
6 collect or receive from an employee any part of wages theretofore paid by said employer to said  
7 employee."

8           41. Defendant's failure to pay earned bonus wages was tantamount to an unlawful  
9 deduction against wages in violation of Labor Code section 221.

10          42. In committing the violations of state law as herein alleged, Defendant has  
11 knowingly and willfully refused to perform their obligations to compensate Plaintiffs and  
12 members of the class for all wages earned and all hours worked. As a direct result, Plaintiffs and  
13 other members of the class have suffered and continue to suffer, substantial losses related to the  
14 use and enjoyment of such compensation, wages and lost interest on such monies and expenses  
15 and attorney's fees in seeking to compel Defendant to fully perform their obligation under state  
16 law, all to their respective damage in amounts according to proof at trial and within the  
17 jurisdiction of this Court.

18          43. Plaintiffs seek to recover in a civil action the unpaid balance of the full amount of  
19 the unpaid wages resulting from Defendant's regular and bonus wage violations including interest  
20 thereon, reasonable attorney's fees and costs of suit, and liquidated damages to the fullest extent  
21 permissible pursuant to Labor Code § 218, 218.5, and 218.6.

22                                   **SECOND CAUSE OF ACTION**  
23                                   **FAILURE TO PROVIDE MEAL PERIODS**  
24                                   **(Violation of Labor Code §§ 512, 226.7, and the applicable Wage Order)**  
                                         **(Against all defendants)**

25          44. Plaintiffs re-allege and incorporate all preceding paragraphs as if fully set forth  
26 herein.

27          45. California Labor Code § 226.7(b) provides, "An employer shall not require an  
28 employee to work during a meal or rest period mandated pursuant to an applicable order of the

1 Industrial Welfare Commission”.

2 46. The applicable Industrial Wage Order provides, in pertinent part: “[n]o employer  
3 shall employ any person for a work period of more than five (5) hours without a meal period of not  
4 less than 30 minutes, except that when a work period of not more than six (6) hours will complete  
5 the day’s work the meal period may be waived by mutual consent of the employer and the  
6 employee.”

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

16 48. As alleged herein, Defendant failed to authorize and permit timely and uninterrupted  
17 meal periods during the Class Period. Plaintiffs and other class members did not receive a 30–  
18 minute meal break before the end of their fifth hour of work. Plaintiffs and members of the class  
19 were routinely required to work without a timely and uninterrupted meal break at the direction of  
20 Defendant and/or with Defendant’s knowledge and acquiescence. Additionally, there was no  
21 waiver for meal periods when employees worked shifts of no more than six hours.

22 49. By its actions in requiring its employees to work through meal periods and/or its  
23 failure to relieve the employees of their duties for their off–duty meal periods, Defendant has  
24 violated California Labor Code §§ 226.7, 512 and the applicable Industrial Wage Order, and is  
25 liable to Plaintiffs and the class.

26 50. As a result of the unlawful acts of Defendant, Plaintiffs and the class have been  
27 deprived of timely off–duty meal periods and are entitled to recovery under Labor Code §§  
28 226.7(c), 512 and the applicable Industrial Wage Order, in the amount of one additional hour of

1 pay at the employee's regular rate of compensation for each workday in which Defendant failed to  
2 provide its employees with timely statutory off-duty meal periods.

3 51. Plaintiffs, and the other members of the class, are entitled to seek and recover  
4 reasonable attorneys' fees and costs pursuant to Labor Code §§ 226.7 and 512.

5 **THIRD CAUSE OF ACTION**  
6 **FAILURE TO PROVIDE REST PERIODS**  
7 **(Violation of Labor Code §§ 226.7 and the applicable Wage Order)**  
8 **(Against all defendants)**

9 52. Plaintiffs re-allege and incorporate all preceding paragraphs as if fully set forth  
10 herein.

11 53. California Labor Code § 226.7(b) provides, "An employer shall not require an  
12 employee to work during a meal or rest period mandated pursuant to an applicable order of the  
13 Industrial Welfare Commission".

14 54. The applicable Industrial Wage Order provides, in pertinent part: "[e]very employer  
15 shall authorize and permit all employees to take rest periods, which insofar as practicable shall be  
16 in the middle of each work period. The authorized rest period time shall be based on the total hours  
17 worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction  
18 thereof. However, a rest period need not be authorized for employees whose total daily work time  
19 is less than three and one-half (3 ½) hours. Authorized rest period time shall be counted as hours  
20 worked for which there shall be no deduction from wages".

21 55. The applicable Industrial Wage Order further provides: "[i]f an employer fails to  
22 provide an employee with a rest period in accordance with the applicable provisions of this order,  
23 the employer shall pay the employee one (1) hour of pay at the employee's regular rate of  
24 compensation for each workday that the rest period is not provided".

25 56. As alleged herein, Defendant failed to authorize and permit rest breaks during the  
26 Class Period. Plaintiffs and members of the class were routinely interrupted during the rest period  
27 with Defendant's knowledge and acquiescence.

28 57. By its failure to relieve the employees of their duties for their rest periods,  
Defendant violated the applicable Industrial Wage Order and California Labor Code § 226.7 and is

1 liable to Plaintiffs and the class.

2 58. Defendant's unlawful conduct alleged herein occurred in the course of employment  
3 of Plaintiffs and all others similarly situated and such conduct has continued through the filing of  
4 this complaint.

5 59. As a direct and proximate result of Defendant's unlawful action, Plaintiffs and the  
6 class have been deprived of timely rest periods and/or were not paid for rest periods taken during  
7 the Class period and are entitled to recovery under Labor Code § 226.7(c) in the amount of one  
8 additional hour of pay at the employee's regular rate of compensation for each workday in which  
9 Defendant failed to provide employees with timely and/or paid rest periods.

10 60. Plaintiffs, and the other members of the class, are entitled to seek and recover  
11 reasonable attorneys' fees and costs pursuant to Labor Code §§ 226.7

12 **FOURTH CAUSE OF ACTION**  
13 **FAILURE TO FURNISH TIMELY AND ACCURATE WAGE STATEMENTS**  
14 **(Violation of Labor Code §226)**  
15 **(Against all defendants)**

16 61. Plaintiffs re-allege and incorporate all preceding paragraphs as if fully set forth  
17 herein.

18 62. California Labor Code § 226(a) provides: "[e]very employer shall, semimonthly or  
19 at the time of each payment of wages, furnish each of his or her employees, either as a detachable  
20 part of the check, draft, or voucher paying the employee's wages, or separately when wages are  
21 paid by personal check or cash, an accurate itemized statement in writing showing (1) gross wages  
22 earned, (2) total hours worked by the employee [...], (3) the number of piece-rate units earned and  
23 any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided  
24 that all deductions made on written orders of the employee may be aggregated and shown as one  
25 item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7)  
26 the name of the employee and only the last four digits of his or her social security number, [...], (8)  
27 the name and address of the legal entity that is the employer, and (9) all applicable hourly rates in  
28 effect during the pay period and the corresponding number of hours worked at each hourly rate by  
the employee...".

1           63. Labor Code § 226(e) provides that an employee is entitled to recover \$50 for the  
2 initial pay period in which a violation of Labor Code § 226 occurs and \$100 for each subsequent  
3 pay period, for all pay periods in which the employer knowingly and intentionally failed to provide  
4 accurate itemized statements to the employee causing the employee to suffer injury.

5           64. Plaintiffs are informed, believe and thereon allege that at all times relevant,  
6 Defendant knowingly and intentionally failed to furnish and continues to knowingly and  
7 intentionally fail to furnish Plaintiffs and each class member with timely and accurate itemized  
8 statements showing the gross wages earned by each of them, as required by Labor Code § 226(a), in  
9 that regular wages owed to Plaintiffs and members of the class for their performance-based  
10 bonuses, and the premiums owed to Plaintiffs and the members of the Class for untimely or  
11 interrupted meal and rest periods were not included in gross wages earned by Plaintiffs and the  
12 class. Also, Defendant's failure to comply with Labor Code section 226(a) hindered Class Members  
13 from determining the amounts of bonus wages actually owed to them and damaged Class Members  
14 in the amount of actual unpaid and forfeited bonuses that were not reported by Defendant.

15           65. Defendant's failure to provide Plaintiffs and members of the class with accurate  
16 itemized wage statements during the class period has caused Plaintiffs and members of the class to  
17 incur economic damages in that they were not aware that they were owed and not paid  
18 compensation for earned performance-based bonuses and for interrupted rest periods and missed  
19 and/or late meal periods. In addition, Defendant provided inaccurate information regarding hours  
20 worked, which masked its underpayment of wages to Plaintiffs and the Class.

21           66. As a result of Defendant's issuance of inaccurate itemized wage statements to  
22 Plaintiffs and members of the Class in violation of Labor Code § 226(a), Plaintiffs and the members  
23 of the Class are each entitled to recover penalties pursuant to Labor Code § 226(e).

24                                   **FIFTH CAUSE OF ACTION**  
25                                   **FAILURE TO PAY ALL WAGES DUE UPON TERMINATION**  
26                                   **(Violation of Labor Code §§ 201-203)**  
                                      **(Against all defendants)**

27           67. Plaintiffs re-allege and incorporate all preceding paragraphs as if fully set forth  
28 herein.

68. California Labor Code §§ 201-203 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and that if an employee voluntarily leaves his or her employment, his or her wages shall become due and payable not later than seventy-two hours thereafter, unless the employee has given seventy-two hours prior notice of his or her intention to quit in which case the employee is entitled to his or her wages at the time of quitting.

69. During the Class period, Defendant willfully failed to pay Plaintiffs and other class members who are no longer employed by Defendant all their earned wages, specifically, meal and rest period premiums not paid for late, missed, or interrupted meal and rest periods, and wages for all hours worked, including all performance-based bonuses earned either at the time of discharge or within seventy-two hours of their leaving Defendant's employ in violation of California Labor Code §§ 201, 202, and 203.

70. Therefore, Plaintiffs and members of the Class are entitled to waiting time penalties for each day that has passed that they have not received all wages owed to them, up to 30 days.

**SIXTH CAUSE OF ACTION**  
**VIOLATION OF CALIFORNIA’S UNFAIR COMPETITION LAW**  
**(Violation of California’s Unfair Competition Law, Bus. & Prof. Code §§ 17200 *et seq.*)**  
**(Against all defendants)**

71. Plaintiffs re-allege and incorporate all preceding paragraphs as if fully set forth herein.

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

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

74. Defendant's unlawful conduct under the UCL includes, but is not limited to, violating the statutes alleged herein. Defendant's unfair conduct under the UCL includes, but is not limited to, failure to compensate Class members for non-compliant meal and rest periods, and requiring class members to unlawfully forfeit, bonus wages earned by class members as alleged

1 herein. Defendant's fraudulent conduct includes, but is not limited to, issuing wage statements  
2 containing false and/or misleading information about the time the class members worked and the  
3 amount of wages or compensation due.

4 75. Plaintiffs have standing to assert this claim because he has suffered injury in fact and  
5 have lost money as a result of Defendant's conduct.

6 76. Plaintiffs and the class seek restitutionary disgorgement from Defendant of monies  
7 owed for all hours worked, and for bonus wages earned.

8 77. Plaintiffs have assumed the responsibility of enforcement of the laws and public  
9 policies specified here by suing on behalf of themselves and other similarly situated Class members  
10 previously or presently working for Defendant in California. Plaintiffs' success in this action will  
11 enforce important rights affecting the public interest. Plaintiffs will incur a financial burden in  
12 pursuing this action in the public interest. Therefore, an award of reasonable attorneys' fees to  
13 Plaintiffs is appropriate pursuant to Code of Civil Procedure § 1021.5.

#### 14 **SEVENTH CAUSE OF ACTION**

#### 15 **Violation of Private Attorneys General Act (PAGA) Claim** 16 **(Cal. Lab. Code §§2698 and 2699, *et. seq.*)**

17 78. Plaintiff Rojas re-alleges and incorporates all preceding paragraphs as if fully set  
18 forth herein.

19 79. Labor Code §§ 2698 and 2699 (The California Private Attorneys General Act of  
20 2004, or "PAGA"), expressly establish that any provision of the California Labor Code which  
21 provides for a civil penalty to be assessed and collected by The Labor and Workforce Development  
22 Agency ("LWDA"), or any of its departments, divisions, commissions, boards, agencies or  
23 employees for a violation of the California Labor Code, may be recovered through a civil action  
24 brought by an aggrieved employee on behalf of himself or herself, and other current or former  
25 employees.

26 80. Whenever the LWDA, or any of its departments, divisions, commissions, boards,  
27 agencies or employees has discretion to assess a civil penalty, a fact-finder in a civil action is  
28 authorized to exercise the same discretion, subject to the same limitations and conditions, to assess  
a civil penalty.

81. Plaintiff Rojas is an “aggrieved employee” as defined by Labor Code § 2699, because he is an employee of Defendant, and one or more of the Labor Code violations was committed against him.

82. Plaintiff Rojas asserts all of his claims in this Complaint against Defendant on behalf of himself, and all other members of the Class and/or on behalf of all aggrieved employees, as well as the general public, in his capacity as “private attorney general”, and seek all statutory penalties available under the Labor Code.

83. By reason of the above and pursuant to Labor Code § 2699, Plaintiff Rojas on behalf of himself, and all other members of the Class and/or on behalf of all aggrieved employees, as well as the general public, is entitled to payment of a penalty of \$100 per pay period for each employee for the initial violation, and \$200 per pay period for each employee for each subsequent violation, plus interest.

84. In addition, Plaintiff Rojas, on behalf of himself, and all other members of the Class and/or behalf of all aggrieved employees, as well as the general public, seeks and is entitled to have 75% of all recovered penalties and interest allocated to the LWDA and 25% to the Plaintiff Class. Further, Plaintiff Rojas is entitled to seek and recover reasonable attorneys' fees, expenses and costs pursuant to Labor Code § 2699, and any other applicable statutes.

85. Plaintiff Rojas complied with the notice requirements of Labor Code § 2699.3(a)(1) prior to commencing this action. A copy of the letter submitted to the California LWDA on January 26, 2024, via online filing, and copied to Defendant's Agent for Service of Process in California on the same date, via certified mail, in accordance with section 2699.3(a)(1), is attached hereto as Exhibit A, and by reference incorporated herein.

86. As of today's date, the LWDA has not responded to Plaintiff Rojas's notice.

87. Plaintiff Rojas and the Plaintiff Class are also entitled to reasonable attorneys' fees and costs, pursuant to California Labor Code § 2699(g)(1).

## PRAAYER

WHEREFORE, Plaintiffs, on behalf of themselves and all others similarly situated, prays for judgment against Defendant as to the appropriate causes of action as follows:

1 **ON THE FIRST CAUSE OF ACTION**

- 2 1. For all straight-time wages owed to Plaintiffs and each Class Member for all hours worked;
- 3 2. For all performance-based bonuses owed to Plaintiffs and each Class Member, paid at the
- 4 correct rate of pay;
- 5 3. For other compensatory damages and/or statutory damages and statutory penalties resulting
- 6 from improper compensation according to proof;
- 7 4. For statutory attorney fees according to proof;
- 8 5. For statutory interest according to proof; and
- 9 6. For reasonable attorneys' fees and costs pursuant to the California Labor Code.

10 **ON THE SECOND CAUSE OF ACTION**

- 11 1. For one hour of wages due to Plaintiff and each Class member for each work period of more
- 12 than five (5) hours when they did not receive an uninterrupted thirty (30) minute meal
- 13 period;
- 14 2. For waiting time penalties according to proof;
- 15 3. For statutory costs according to proof; and
- 16 4. For statutory interest according to proof.

17 **ON THE THIRD CAUSE OF ACTION**

- 18 1. For one hour of wages due to Plaintiff and each Class member for each work period of more
- 19 than three and one-half (3 ½) hours when they did not receive an uninterrupted ten (10)
- 20 minute rest period for each four (4) hours or major fraction thereof worked;
- 21 2. For waiting penalties according to proof;
- 22 3. For statutory costs according to proof; and
- 23 4. For statutory interest according to proof.

24 **ON THE FOURTH CAUSE OF ACTION**

- 25 1. For statutory compensation for any harm caused;
- 26 2. For compensatory damages and interest thereon for actual harm caused; and
- 27 3. For statutory penalties under Labor Code § 226(e), interest and attorneys' fees and
- 28 costs.

1 **ON THE FIFTH CAUSE OF ACTION**

- 2 1. For statutory penalties, including thirty (30) days' wages at the correct hourly rate for all  
3 wages not timely paid upon termination;  
4 2. For penalty enhancement for willful conduct;  
5 3. For statutory interest according to proof; and  
6 4. For reasonable attorney's fees and costs pursuant to the Labor Code.

7 **ON THE SIXTH CAUSE OF ACTION**

- 8 1. For the equitable, injunctive and declaratory relief;  
9 2. For liquidated damages pursuant to Labor Code § 1194.1; and  
10 3. For restitutionary disgorgement pursuant to the UCL.

11 **ON THE SEVENTH CAUSE OF ACTION**

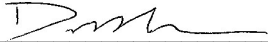
- 12 1. For penalties for each violation of the Private Attorneys General Act ("PAGA");  
13 2. For interest on statutory penalties from the date of violation until paid in full; and  
14 3. For reasonable attorneys' fees, expenses, and costs pursuant to the Labor Code.

15 **ON ALL CAUSES OF ACTION**

- 16 1. An order that this action may proceed and be maintained as a class action;  
17 2. Reasonable attorney's fees;  
18 3. General, special and consequential damages, to the extent allowed by law;  
19 4. Costs of suit;  
20 5. For attorneys' fees pursuant to Code of Civil Procedure § 1021.5;  
21 6. Prejudgment interest at the maximum legal rate; and  
22 7. Such other relief as the Court may deem just and proper.

23 DATED: April 3, 2024

**THE MARKHAM LAW FIRM**

24  
25 By: 

26 David R. Markham

Lisa Brevard

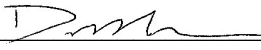
27 *Attorneys for Plaintiffs and all others*  
28 *similarly situated*

**DEMAND FOR JURY TRIAL**

1                   Plaintiffs demand a trial by jury for themselves and the Class members on all claims so  
2 triable.  
3

4  
5 DATED: April 3, 2024

**THE MARKHAM LAW FIRM**

6 By:   
7 David R. Markham  
8 Lisa Brevard  
9 *Attorneys for Plaintiffs*  
10 *and all others similarly situated*  
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# Exhibit A

# THE MARKHAM LAW FIRM

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- 888 Prospect Street, Suite 200 • La Jolla, California 92037 •
- Phone: (619) 399-3995 • Fax: (619) 615-2067 •
- Email: *contact@markham-law.com* •

January 26, 2024

**Via Online Filing:**

<https://dir.tfaforms.net/260>

Labor and Workforce Development Agency  
Attn. PAGA Administrator  
1515 Clay Street, Ste. 801  
Oakland, California 94612

Re: Wage/Hour Claims of Joseph Rojas (“Employee”), on behalf of himself and other aggrieved employees in California against Roadrunner Transportation Services, Inc. (“Roadrunner” or “Employer”)

**NOTICE OF LABOR CODE VIOLATIONS PURSUANT TO LABOR CODE § 2699.3**

To: PAGA Administrator, California Labor and Workforce Development Agency  
 (“LWDA”)

From: Joseph Rojas, on behalf of himself and other aggrieved employees of Roadrunner in California, who were subjected to the wage and hour practices as set forth below

Pursuant to California Labor Code § 2699.3, this letter is intended to provide written notice of intent to file a representative civil action by an aggrieved employee pursuant to subdivisions (a) and (f) of California Labor Code § 2699. The aggrieved employee is Joseph Rojas. The provisions of the California Labor Code that have been violated, including the facts and theories to support the alleged violations, are set forth below. For a detailed description of Employee’s factual and legal allegations, please see attached complaint (**Exhibit A**), which will be subsequently amended to add a cause of action under PAGA.

Mr. Rojas is a resident of California. From approximately April 2022 to April 2023, Mr. Rojas was employed in Mira Loma, California by Roadrunner as a non-exempt, hourly-paid Forklift Operator. Mr. Rojas’ job duties consisted of setting-up the forklifts, which included picking up paperwork and assigning a laptop to the forklifts; and maintenance of the forklifts, which included refueling. Mr. Rojas would load pallets of freight onto a freight dimensioning machine, then load the freight into a trailer, scan the trailer after it had been measured, and then move onto the next palette. Mr. Rojas was scheduled to work five days per week, for eight hours per day, but was often sent home after working six hours.

Roadrunner employs numerous non-exempt, hourly-paid Forklift Operators and other employees with similar job titles and/or duties, who in performance of their work duties handled packages and goods as part of international and/or interstate commerce, at Employer’s locations in California,

which are aggrieved employees in this proposed action. During the relevant time period, the Employer utilized consistent policies and procedures regarding the Employee and others similarly situated, in violation of Labor Code §§ 200, 201-203, 206.5, 219, 221, 226, 226.7, and 512 as follows:

First, Employer failed to pay Employee and other aggrieved employees' wages, including for performance-based bonuses which aggrieved employees earned and Employer unlawfully withheld. As part of their job duties, aggrieved employees were required to meet certain productivity goals. Employee and other aggrieved employees were entitled to bonuses based on load and unload metrics, which was a component of Employees' and other aggrieved employees' wages. For example, on at least one occasion that earned bonuses were to be paid, management claimed the system had malfunctioned and the aggrieved employees did not actually meet all of the goals, and therefore Employee and other aggrieved employees were not paid earned bonus wages for that month. Because Employer did not pay Employee and other aggrieved employees' bonuses that they earned, they were not paid properly for all wages, and these bonus amounts were not included in their wages and paychecks. As such, Employer violated Labor Code §§ 200, 206.5, 219, and 221, and the applicable Industrial Wage Orders.

Second, Employer's policies and procedures prevented Employee and other aggrieved employees from taking timely and uninterrupted meal breaks. Labor Code § 512 states that "An employer may not employ an employee for a work period of more than five hours per day without providing the employee with a meal period of at least 30 minutes..." Employer failed to provide Employee and other aggrieved employees with timely and off-duty meal periods of at least 30 minutes, in violation of California law. Employer instituted a practice of waiting until the six-hour mark to either allow aggrieved employees to take their meal breaks or send them home because they were no longer needed for that day. This meant Employee and other aggrieved employees did not receive a 30-minute meal break before the end of their fifth hour of work in violation of California law. Employee and other aggrieved employees were not paid meal break premiums for those late meal breaks, in violation of Labor Code § 226.7(c).

Additionally, Employee was not allowed to take compliant rest breaks as provided by Labor Code § 226.7 and the applicable Wage Order. Employer's policies and practices regarding work conditions and expectations for its non-exempt employees caused Employee and other aggrieved employees to miss one or more rest breaks, and/or receive late or short rest breaks. Employee was told his rest breaks began once he entered the employee break room; however, his supervisors would start the time for his rest breaks on their own before Employee was even finished parking his forklift, and while he was still performing work. Employee's supervisors would then interrupt Employee and other aggrieved employees after the supervisors' timers went off, but while aggrieved employees were still on their rest breaks, and tell them to hurry up and get back to work. Employee and other aggrieved employees were not paid rest break premiums for those non-complaint rest breaks, in violation of Labor Code § 226.7(c).

Further, California Labor Code § 226(a) provides that every employer is required to furnish each employee with accurate itemized statements in writing showing, in part, "gross wages earned," (Labor Code § 226(a)(1)), "net wages earned" (Labor Code § 226(a)(5)), and "all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee..." (Labor Code § 226(a)(9)). Here, because the Employer failed to pay for all

regular and/or overtime hours worked at the appropriate straight time, overtime and/or double-time rate, and failed to pay meal and rest break premiums, improper paystubs were issued to Employee and other aggrieved employees. Employee alleges that the Employer has violated Labor Code § 226(a) and Employee is entitled to recover civil penalties pursuant to Labor Code § 226.3.

Lastly, Employer failed to pay all aggrieved employees, whose employment with Roadrunner terminated within the applicable time period, all their earned wages, specifically meal and rest period premiums not paid for missed or interrupted meal and rest periods, and wages for all hours worked, and at the appropriate rate, either at the time of discharge or within seventy-two hours of their leaving Employer's employ, in violation of California Labor Code § 201, 202, and 203. To the extent allowed by law, Employee seeks wages as penalties pursuant to Labor Code § 558 and expressly preserves Employee's right to do so.

Employee and other aggrieved employees are entitled to recover penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 218.5, 218.6, 226(e), 226.3, 226.7, 512, 558, 1021.5, and/or 2699(a), (f)-(g).

Mr. Rojas, as an aggrieved employee and on behalf of himself and all other current or former non-exempt, hourly paid Forklift Operators, and/or employees with similar job duties and/or titles, seeks all penalties or remedies as may be allowed under PAGA, and by this letter gives written notice of his PAGA claim pursuant to Labor Code § 2699.3. Please advise within sixty (60) calendar days of the postmark date of this Notice whether the LWDA intends to investigate the violations alleged above. We understand that if we do not receive a response within sixty-five (65) calendar days of the postmark date of this Notice that the LWDA intends to investigate these allegations, the aggrieved Employee may immediately thereafter commence a civil action against the Employer pursuant to Labor Code § 2699.

Mr. Rojas is represented in this matter by The Markham Law Firm and United Employees Law Group.

**cc: (via Certified Mail)**

CT Corporation System  
Agent for Service of Process for  
Roadrunner Transportation  
Services, Inc.  
330 N Brand Blvd, Ste 700  
Glendale, CA 91203

Roadrunner Transportation  
Services, Inc.  
Attn: Legal Department  
1431 Opus Place, Suite 530  
Downers Grove, IL 60515

Very truly yours,

THE MARKHAM LAW FIRM



David R. Markham  
Maggie K. Realin  
Lisa Brevard

**cc: (via email)**

*walter@nelglaw.com*

# Exhibit A

David R. Markham (SBN 071814)  
*dmarkham@markham-law.com*

Maggie Realin (SBN 263639)  
*mrealin@markham-law.com*

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**UNITED EMPLOYEES LAW GROUP**

5500 Bolsa Avenue, Suite 203  
Huntington Beach, CA 92649  
Tel.: 888.474.7242; Fax: 562.256.1006

Attorneys for Plaintiffs on behalf of themselves  
and all others similarly situated

**SUPERIOR COURT OF CALIFORNIA  
COUNTY OF SAN FRANCISCO**

JOSEPH ROJAS, an individual, and  
JOHNATHAN BABAKITIS, an individual  
on behalf of themselves and all others  
similarly situated,

Plaintiffs,

v.

ROADRUNNER TRANSPORTATION  
SERVICES, INC., a Delaware Corporation,  
and DOES 1-10, Inclusive,

Defendants.

Case No.

**CLASS ACTION COMPLAINT FOR:**

- (1) FAILURE TO PAY REGULAR AND/OR BONUS WAGES;**
- (2) FAILURE TO PROVIDE MEAL PERIODS;**
- (3) FAILURE TO PROVIDE REST PERIODS;**
- (4) FAILURE TO FURNISH TIMELY AND ACCURATE WAGE STATEMENTS;**
- (5) FAILURE TO PAY ALL WAGES DUE UPON TERMINATION;**
- (6) VIOLATION OF CALIFORNIA'S UNFAIR COMPETITION LAW ("UCL"), Bus. & Prof. Code § 17200 et seq.**

**DEMAND FOR JURY TRIAL**

1 Plaintiffs JOSEPH ROJAS and JOHNATHAN BABAKITIS (“Plaintiffs”), by and through  
2 their attorneys of record, bring this Class Action Complaint against ROADRUNNER  
3 TRANSPORTATION SERVICES, INC., (“Roadrunner” or “Defendant”), and respectfully allege  
4 the following:

5 **NATURE OF THE ACTION**

6 1. This is a class action for wage and labor violations arising out of Defendant’s failure  
7 to pay wages earned, including forfeiture of earned bonus wages, failure to provide timely and  
8 uninterrupted meal and rest periods, and for derivative claims.

9 2. As set forth below, Defendant failed to pay its employees’ wages, including for  
10 performance-based bonuses which employees earned and Defendant unlawfully withheld, failed to  
11 provide timely and uninterrupted meal and rest periods to its California non-exempt employees in  
12 violation of California Labor Code sections 512 and 226.7, and the applicable Industrial Wage  
13 Order; failed to pay its employees one hour of pay at the regular rate of compensation for each  
14 instance that Defendant failed to provide statutorily mandated rest periods and timely off-duty  
15 meal periods; failed to furnish timely and accurate wage statements; failed to pay all wages due  
16 upon termination; and, is in violation of California’s Unfair Competition Law (“UCL”).

17 3. Plaintiffs seek to represent and prosecute claims against Defendant in class action  
18 proceedings on behalf of all those similarly situated who are or were residents of the State of  
19 California.

20 **JURISDICTION AND VENUE**

21 4. This Court has jurisdiction over this action because this is a civil action where the  
22 matter in controversy, exclusive of interest and costs, exceeds the jurisdictional minimum of the  
23 Court. The acts and omissions complained of in this action took place in the State of California.  
24 Venue is proper because upon information and belief, Defendant conducts substantial business in  
25 this county, maintains an office in this county, and employs numerous employees in this county.

26 **PARTIES**

27 5. Plaintiff JOSEPH ROJAS is a resident of Barstow, California. Plaintiff Rojas was  
28 employed by Defendant in Mira Loma, California, from approximately April 18, 2022, to

1 approximately April 27, 2023, as a Forklift Operator. Plaintiff's pay structure was such that he earned  
2 an hourly wage and performance-based bonuses for attaining preset metrics in loading and unloading  
3 goods.

4 6. Plaintiff JOHNATHAN BABAKITIS is a resident of Azusa, California. Plaintiff  
5 was employed by Defendant in Mira Loma, California, from approximately June of 2022 to  
6 approximately October 25, 2022, as a Forklift Operator. Plaintiff's pay structure was such that he  
7 earned an hourly wage and performance-based bonuses for attaining preset metrics in loading and  
8 unloading goods.

9 7. At all times material herein, Defendant ROADRUNNER TRANSPORTATION  
10 SERVICES, INC., a Delaware Corporation, is and was a corporation authorized to do business in  
11 California, including but not limited to conducting business within the County of San Francisco.  
12 Defendant offers truck freight transportation services, including in California. Upon information  
13 and belief, Roadrunner operates throughout all fifty states, including in California. Roadrunner  
14 employees, including plaintiff, are engaged in handling freight in interstate commerce. At all  
15 relevant times alleged herein, Plaintiff is informed and believes that Defendant is authorized to and  
16 does conduct business in California, including but not necessarily limited to County of San  
17 Francisco. Defendant maintains a service center location in San Francisco County, and  
18 employ/employed other Forklift Operators and others similarly situated throughout the State of  
19 California. Plaintiffs are informed and believe, and on that basis allege, that Roadrunner is engaged in  
20 processing and shipping freight throughout the United States, including California.

21 8. Plaintiffs are currently unaware of the true names and capacities, whether individual,  
22 corporate, associate, or otherwise, of the defendants sued herein under fictitious names Does 1  
23 through 10, inclusive, and therefore sue such defendants by such fictitious names. Plaintiffs will  
24 seek leave to amend this complaint to allege the true names and capacities of said fictitiously  
25 named defendants when their true names and capacities have been ascertained. Plaintiffs are  
26 informed and believe and thereon allege that each of the fictitiously named defendants is legally  
27 responsible in some manner for the events and occurrences alleged herein, and for the damages  
28 suffered by the Class.

9. Plaintiffs are informed and believe and thereon allege that all defendants, including the fictitious Doe defendants, were at all relevant times acting as actual agents, conspirators, partners and/or joint ventures and/or employees of all other defendants, and that all acts alleged herein occurred within the course and scope of said agency, employment, partnership, and joint venture, conspiracy or enterprise, and with the express and/or implied permission, knowledge, consent, authorization and ratification of their co-defendants.

## FACTS

10. Between approximately April 18, 2022, to approximately April 27, 2023, Plaintiff ROJAS was employed by Defendant, as a non-exempt, hourly-paid Forklift Operator at Defendant's service center in Mira Loma, California.

11. Between approximately June of 2022 to approximately October 25, 2022, Plaintiff BABAKITIS was employed by Defendant, as a non-exempt, hourly-paid Forklift Operator at Defendant's service center in Mira Loma, California.

12. Plaintiffs' duties included setting-up the forklifts, including picking up paperwork and assigning a laptop to the forklifts, and maintenance of the forklifts, including fueling up with gas. Plaintiffs would load pallets of freight onto a freight dimensioning machine, then load the freight into a trailer, scan the trailer after it has been measured, and then move onto the next palette.

13. Plaintiffs were scheduled to work eight hours per shift for five days per week but were often sent home after working six hours.

14. During the relevant time period, Defendant failed to properly pay Plaintiffs and class members their performance-based bonuses that they earned but were unlawfully required to forfeit once earned. As part of their job duties, Plaintiffs and class members were required to meet certain productivity goals. Plaintiffs were entitled to bonuses based on load and unloading metrics, which was a component of Plaintiffs' and other class members wages. As an example, on at least one occasion, Plaintiffs and other class members earned all of their bonuses for the month, and were entitled to approximately \$300 in bonus wages. The day the bonuses were to be paid, management said the system had malfunctioned and the employees did not actually meet all of the goals, and therefore Plaintiffs and class members were not paid earned bonus wages for that month. Because

1 Defendant did not pay Plaintiffs and class members bonuses that they earned, they were not paid  
2 properly for all wages, and these bonus amounts were not included in their wages and paychecks.

3 15. During the relevant time period, Defendant failed to provide Plaintiffs and other  
4 class members with timely and off-duty meal periods of at least 30 minutes, in violation of  
5 California law. To attempt to conceal these violations, Defendant instituted a practice of waiting  
6 until the six-hour mark to either allow employees to take their meal breaks or send them home  
7 because they were no longer needed for that day. This meant Plaintiffs and other class members did  
8 not receive a 30-minute meal break before the end of their fifth hour of work in violation of  
9 California law. Plaintiffs do not recall signing a meal break waiver. Plaintiffs and other class  
10 members were not paid meal period premiums for each day a timely and uninterrupted meal break  
11 was not provided. This unlawful practice occurred up to five times per week and was always done  
12 with the full knowledge and consent of the managers and supervisors to increase productivity and  
13 cut costs.

14 16. Further, Plaintiffs were sometimes forced to work past six hours before a supervisor  
15 authorized them to go home for the day. Defendant required Plaintiffs and class members to get  
16 approval prior to leaving after they worked their 6-hour shift. Sometimes Plaintiffs could not obtain  
17 approval in time because the supervisors were unavailable or would not know and would tell  
18 Plaintiffs to ask another supervisor, causing them to work past the six-hour mark. Plaintiffs would  
19 face discipline for working past six hours; however, it was a catch-22 because when Plaintiffs  
20 would clock out at the six-hour mark and go home without supervisor approval, they would also  
21 face discipline.

22 17. Additionally, Defendant's policies and practices regarding work conditions and  
23 expectations for its non-exempt employees caused Plaintiffs and other class members to miss one  
24 or more rest breaks, and/or receive late or short rest breaks. Plaintiffs were told their rest breaks  
25 began once they entered the employee break room; however, the supervisors would time them on  
26 their own before Plaintiffs were even finished parking their forklifts. Plaintiffs' supervisors, after  
27 their timers went off, would then interrupt Plaintiffs while still on their rest breaks and tell them to  
28 hurry up and get back to work. Plaintiffs were not paid rest break premiums for each workday that

1 the rest break was interrupted or cut short.

2 18. Further, Plaintiffs and other class members' wage statements failed to correctly state  
3 performance bonuses earned, and consequently the gross and net wages due, among other required  
4 information. Because of Defendant's failure to list the correct gross wages earned, bonuses earned,  
5 and net wages earned on wage statements, Plaintiff and other class members have been prevented  
6 from verifying, solely from information on the wage statements themselves, that they were paid  
7 correctly and in full.

8 19. Upon information and belief, the above-mentioned unlawful employment practices  
9 by Defendant were applied the same to all Forklift Operators in all of Defendant's service centers  
10 in the State of California.

11 20. Defendant's conduct, as alleged here, has caused Plaintiffs and class members  
12 damages including, but not limited to, loss of wages and compensation. Defendant is liable to  
13 Plaintiffs and the class for failing to properly pay bonuses earned, failing to pay meal and rest break  
14 premiums, failing to provide timely and accurate wage statements, failing to pay all wages due  
15 upon termination, which are violations of California's unfair competition law.

16 21. Plaintiffs are a member of, and seek to be a representatives for, the class of similarly  
17 situated employees who all have been exposed to, have suffered, and/or were permitted to work  
18 under Defendant's unlawful employment practices as alleged herein.

19 **CLASS DEFINITIONS AND CLASS ALLEGATIONS**

20 22. Plaintiffs bring this action on behalf of themselves and on behalf of all others  
21 similarly situated, and as members of the Class they seek to represent. The class period is from four  
22 years prior to the filing of the Complaint in this action until the trial of this action ("class period.")  
23 The Class is defined as:

24 *All current and former non-exempt, hourly-paid Forklift Operators, or a position*  
25 *with similar duties and/or job titles who in performance of their work duties handled*  
26 *packages and goods as part of international and/or interstate commerce, employed by*  
*Defendant in California during the time period commencing four years before this*  
*complaint was filed, and until the present ("Class Period").*

27 23. Plaintiff further seeks to represent the following subclasses:  
28

1  
2 **Regular Wages Subclass**

3 “All current and former non-exempt, hourly-paid Forklift Operators, or a position with  
4 similar duties and/or job titles who in performance of their work duties handled packages  
5 and goods as part of international and/or interstate commerce, employed by Defendant in  
6 California during the Class Period, who worked at least one shift less than eight hours in a  
7 workday and/or worked less than 40 hours during the workweek.”

8 **Meal Period Subclass**

9 “All current and former non-exempt, hourly-paid Forklift Operators, or a position with  
10 similar duties and/or job titles who in performance of their work duties handled packages  
11 and goods as part of international and/or interstate commerce, employed by Defendant in  
12 California during the Class Period, who worked at least one shift longer than five hours in a  
13 workday.”

14 **Rest Period Subclass**

15 “All current and former non-exempt, hourly-paid Forklift Operators, or a position with  
16 similar duties and/or job titles who in performance of their work duties handled packages  
17 and goods as part of international and/or interstate commerce, employed by Defendant in  
18 California during the Class Period, who worked at least one shift longer than three and a  
19 half hours in a workday.”

20 **The Itemized Wage Statement Subclass**

21 “All current and former non-exempt, hourly-paid Forklift Operators, or a position with  
22 similar duties and/or job titles who in performance of their work duties handled packages  
23 and goods as part of international and/or interstate commerce, employed by Defendant in  
24 California during the Class Period, and who have received at least one wage statement from  
25 Defendant.”

26 **The Waiting Time Penalties Subclass**

27 “All members of the Class, the Regular Wages Subclass, Meal Period Subclass, and Rest  
28 Period Subclass, and Itemized Wage Statement Subclass who separated employment with  
Defendant at any point during the past three (3) years prior to the filing of this action.”

**The UCL Subclass**

“All current and former non-exempt, hourly-paid Forklift Operators, or a position with  
similar duties and/or job titles who in performance of their work duties handled packages  
and goods as part of international and/or interstate commerce, employed by Defendant in  
California during the Class Period, regarding whom Defendant has engaged in unlawful,  
unfair and/or fraudulent business acts or practices prohibited by B&PC §17200, et seq. as  
specifically described herein.”

24. Plaintiffs reserve the right to amend or otherwise alter the class definition, or to  
propose or eliminate subclasses, in response to facts learned through discovery, legal arguments  
advanced by Defendant or otherwise.

1           25. This action has been brought and may be properly maintained as a class action  
2 pursuant to the provisions of Code of Civil Procedure § 382 and other applicable law.

3           26. **Numerosity of the Class:** Pursuant to Code of Civil Procedure § 382, members of  
4 the Class are so numerous that their individual joinder is impracticable. Plaintiffs estimate, on  
5 information and belief, that there are several hundred current and former non-exempt employees of  
6 Defendant employed in service centers in California during the class period. The precise number of  
7 Class members and their addresses are known to Plaintiffs or will be known to Plaintiffs through  
8 discovery. Class members may be notified of the pendency of this action by mail, electronic mail,  
9 the Internet, or published notice.

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

- 14           a. Whether members of the class were not paid all wages owed to them, including regular  
15 wages, and at the correct rate, including their performance-based bonuses;
- 16           b. Whether Defendant had a policy or practice of not paying meal or rest period premium  
17 wages;
- 18           c. Whether Defendant violated Labor Code § 226.7 and/or § 512, and the applicable  
19 California Industrial Welfare Commission Order and engaged in a pattern or practice of  
20 failing to provide timely, off-duty meal periods to Plaintiffs and class members;
- 21           d. Whether Defendant engaged in a pattern or practice of impeding Plaintiffs and the  
22 members of the class from taking statutory off-duty meal periods on a timely basis;
- 23           e. Whether Defendant engaged in a pattern or practice of failing to properly compensate  
24 Plaintiffs and the members of the class for missed, untimely or on-duty meal periods as  
25 required by California law;
- 26           f. Whether Defendant failed to compensate, and therefore violated Labor Code § 226.7 and  
27 the applicable Wage Order by failing to provide ten (10) minute, uninterrupted rest  
28 periods as contemplated by California law for work periods in excess of three and one-

half (3 ½) hours;

- g. Whether Plaintiffs and the members of the Class were not provided with accurate wage statements as required by Labor Code section 226;
- h. Whether Defendant violated Labor Code § 226(a) by issuing inaccurate itemized wage statements to Plaintiffs and members of the class that failed to include payments for missed, untimely, and/or on-duty meal periods among wages earned throughout the Class period;
- i. Whether Defendant violated Labor Code § 226(a) by issuing inaccurate itemized wage statements to Plaintiffs and members of the class that failed to list the earned performance-based bonuses, to the detriment of Plaintiff and the class;
- j. Whether Defendant violated Labor Code § 226(a) by issuing inaccurate itemized wage statements to Plaintiffs and members of the class that failed to accurately state the total hours worked and at the correct rates of pay, including the bonus amounts, to the detriment of Plaintiffs and the class;
- k. Whether Defendant violated Labor Code §§ 201-203 by failing to pay all wages due upon termination to all Class Members who were terminated or voluntarily quit;
- l. Whether Defendant engaged in unfair practices and violated California Business & Professions Code section 17200 by failing to pay Plaintiffs and the members of the class for all time worked, including requiring class members to unlawfully forfeit earned bonuses; and
- m. The nature and extent of class-wide injury and the measure of damages or restitution.

28. **Typicality:** Plaintiffs' claims are typical of the claims of the members of the class they seek to represent because Plaintiffs, as non-exempt employees of Defendant, were exposed and subjected to the same unlawful business practices as other employees employed by Defendant during the class period. Plaintiffs and the members of the class they seek to represent sustained the same types of damages and losses.

29. **Adequacy:** Plaintiffs are adequate representatives of the class they seek to represent because their interests do not conflict with the interests of the members of the class Plaintiffs seeks

1 to represent. Plaintiffs have retained counsel competent and experienced in complex class action  
2 litigation and Plaintiffs intend to prosecute this action vigorously. The interests of the members of  
3 the class will be fairly and adequately protected by Plaintiffs and their counsel.

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

15       31. The Class should also be certified because:

- 16       a. The prosecution of separate actions by individual members of the Class would create a  
17       risk of inconsistent or varying adjudications with respect to individual Class members  
18       which would establish incompatible standards of conduct for Defendant;
- 19       b. The prosecution of separate actions by individual members of the Class would create a  
20       risk of adjudication with respect to them, which would, as a practical matter, be  
21       dispositive of the interests of the other Class members not parties to the adjudications,  
22       or substantially impair or impede their ability to protect their interests; and
- 23       c. Defendant has acted or refused to act on grounds generally applicable to the Class,  
24       and/or the general public, thereby making appropriate final and injunctive relief with  
25       respect to the Class as a whole.

26       //

27       //

28       //

**FIRST CAUSE OF ACTION**  
**FAILURE TO PAY REGULAR AND/OR BONUS WAGES**  
**(Violation of Labor Code §§ 206.5, 218, 218.5, 218.6, 219, 221, 222, and the applicable Wage Order)**  
**(Against all defendants)**

32. Plaintiffs re-allege and incorporate all preceding paragraphs as if fully set forth herein.

33. The California Labor Code establishes the fundamental right of all employees in the State of California to be paid wages in a timely fashion for their work.

34. The applicable Industrial Wage Order provides that an employer may not pay employees less than the applicable minimum wage for all hours worked.

35. Pursuant to the applicable Industrial Wage Order, Defendant is required to pay Plaintiffs, and the members of the Class, for all hours worked, meaning the time which an employee is subject to the control of the employer.

36. At all relevant times during the class period, Defendant failed to pay Plaintiffs and other members of the class wages for all hours worked, in that Plaintiffs and the class were not paid bonus wages they earned, resulting in unpaid wages. As a result, Plaintiffs and other class members worked hours they were not paid for. Plaintiffs and the Class Members therefore seek unpaid wages and penalties.

37. Bonuses are wages and an employee cannot waive rights to earned wages. Labor Code §§ 200, 206.5; 219; *Lucian v. All States Trucking Co.* (1981) 116 Cal. App. 3d 972, 975. Labor Code § 219 prevents forfeiture of payment of earned bonus wages. Labor Code § 219 states in relevant part: “(a) Nothing in this article shall in any way limit or prohibit the payment of wages at more frequent intervals, or in greater amounts, or in full when or before due, but no provision of this article can in any way be contravened or set aside by a private agreement, whether written, oral, or implied.”

38. Pursuant to Civil Code section 1670.5, it is illegal for an employer to require a forfeiture or penalty against an employee's wages. Defendant set aside earned bonus wages when it required Class Members to forfeit earned bonus wages. Such agreement(s) is unlawful and unconscionable. Cal. Civ. Code, §§ 1668, 1670.5, 3275, and 3369.

39. Pursuant to Labor Code section 221, “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.”

40. Defendant's failure to pay earned bonus wages was tantamount to an unlawful deduction against wages in violation of Labor Code section 221.

41. In committing the violations of state law as herein alleged, Defendant has knowingly and willfully refused to perform their obligations to compensate Plaintiffs and members of the class for all wages earned and all hours worked. As a direct result, Plaintiffs and other members of the class have suffered and continue to suffer, substantial losses related to the use and enjoyment of such compensation, wages and lost interest on such monies and expenses and attorney's fees in seeking to compel Defendant to fully perform their obligation under state law, all to their respective damage in amounts according to proof at trial and within the jurisdiction of this Court.

42. Plaintiffs seek to recover in a civil action the unpaid balance of the full amount of the unpaid wages resulting from Defendant's regular and bonus wage violations including interest thereon, reasonable attorney's fees and costs of suit, and liquidated damages to the fullest extent permissible pursuant to Labor Code § 218, 218.5, and 218.6.

**SECOND CAUSE OF ACTION**  
**FAILURE TO PROVIDE MEAL PERIODS**  
**(Violation of Labor Code §§ 512, 226.7, and the applicable Wage Order)**  
**(Against all defendants)**

43. Plaintiffs re-allege and incorporate all preceding paragraphs as if fully set forth herein.

44. California Labor Code § 226.7(b) provides, “An employer shall not require an employee to work during a meal or rest period mandated pursuant to an applicable order of the Industrial Welfare Commission”.

45. The applicable Industrial Wage Order provides, in pertinent part: “[n]o employer shall employ any person for a work period of more than five (5) hours without a meal period of not less than 30 minutes, except that when a work period of not more than six (6) hours will complete

1 the day's work the meal period may be waived by mutual consent of the employer and the  
2 employee."

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

12 47. As alleged herein, Defendant failed to authorize and permit timely and uninterrupted  
13 meal periods during the Class Period. Plaintiffs and other class members did not receive a 30-  
14 minute meal break before the end of their fifth hour of work. Plaintiffs and members of the class  
15 were routinely required to work without a timely and uninterrupted meal break at the direction of  
16 Defendant and/or with Defendant's knowledge and acquiescence. Additionally, there was no  
17 waiver for meal periods when employees worked shifts of no more than six hours.

18 48. By its actions in requiring its employees to work through meal periods and/or its  
19 failure to relieve the employees of their duties for their off-duty meal periods, Defendant has  
20 violated California Labor Code §§ 226.7, 512 and the applicable Industrial Wage Order, and is  
21 liable to Plaintiffs and the class.

22 49. As a result of the unlawful acts of Defendant, Plaintiffs and the class have been  
23 deprived of timely off-duty meal periods and are entitled to recovery under Labor Code §§  
24 226.7(c), 512 and the applicable Industrial Wage Order, in the amount of one additional hour of  
25 pay at the employee's regular rate of compensation for each workday in which Defendant failed to  
26 provide its employees with timely statutory off-duty meal periods.

27 50. Plaintiffs, and the other members of the class, are entitled to seek and recover  
28 reasonable attorneys' fees and costs pursuant to Labor Code §§ 226.7 and 512.

**THIRD CAUSE OF ACTION**  
**FAILURE TO PROVIDE REST PERIODS**  
**(Violation of Labor Code §§ 226.7 and the applicable Wage Order)**  
**(Against all defendants)**

51. Plaintiffs re-allege and incorporate all preceding paragraphs as if fully set forth herein.

52. California Labor Code § 226.7(b) provides, “An employer shall not require an employee to work during a meal or rest period mandated pursuant to an applicable order of the Industrial Welfare Commission”.

53. The applicable Industrial Wage Order provides, in pertinent part: “[e]very employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period. The authorized rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof. However, a rest period need not be authorized for employees whose total daily work time is less than three and one-half (3 ½) hours. Authorized rest period time shall be counted as hours worked for which there shall be no deduction from wages”.

54. The applicable Industrial Wage Order further provides: “[i]f an employer fails to provide an employee with a rest period in accordance with the applicable provisions of this order, the employer shall pay the employee one (1) hour of pay at the employee’s regular rate of compensation for each workday that the rest period is not provided”.

55. As alleged herein, Defendant failed to authorize and permit rest breaks during the Class Period. Plaintiffs and members of the class were routinely interrupted during the rest period with Defendant’s knowledge and acquiescence.

56. By its failure to relieve the employees of their duties for their rest periods, Defendant violated the applicable Industrial Wage Order and California Labor Code § 226.7 and is liable to Plaintiffs and the class.

57. Defendant’s unlawful conduct alleged herein occurred in the course of employment of Plaintiffs and all others similarly situated and such conduct has continued through the filing of this complaint.

58. As a direct and proximate result of Defendant's unlawful action, Plaintiffs and the class have been deprived of timely rest periods and/or were not paid for rest periods taken during the Class period and are entitled to recovery under Labor Code § 226.7(c) in the amount of one additional hour of pay at the employee's regular rate of compensation for each workday in which Defendant failed to provide employees with timely and/or paid rest periods.

59. Plaintiffs, and the other members of the class, are entitled to seek and recover reasonable attorneys' fees and costs pursuant to Labor Code §§ 226.7

**FOURTH CAUSE OF ACTION**  
**FAILURE TO FURNISH TIMELY AND ACCURATE WAGE STATEMENTS**  
**(Violation of Labor Code §226)**  
**(Against all defendants)**

60. Plaintiffs re-allege and incorporate all preceding paragraphs as if fully set forth herein.

61. California Labor Code § 226(a) provides: “[e]very employer shall, semimonthly or at the time of each payment of wages, furnish each of his or her employees, either as a detachable part of the check, draft, or voucher paying the employee’s wages, or separately when wages are paid by personal check or cash, an accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the employee [...], (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and only the last four digits of his or her social security number, [...], (8) the name and address of the legal entity that is the employer, and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee...”.

62. Labor Code § 226(e) provides that an employee is entitled to recover \$50 for the initial pay period in which a violation of Labor Code § 226 occurs and \$100 for each subsequent pay period, for all pay periods in which the employer knowingly and intentionally failed to provide accurate itemized statements to the employee causing the employee to suffer injury.

1           63. Plaintiffs are informed, believe and thereon allege that at all times relevant,  
2 Defendant knowingly and intentionally failed to furnish and continues to knowingly and  
3 intentionally fail to furnish Plaintiffs and each class member with timely and accurate itemized  
4 statements showing the gross wages earned by each of them, as required by Labor Code § 226(a), in  
5 that regular wages owed to Plaintiffs and members of the class for their performance-based  
6 bonuses, and the premiums owed to Plaintiffs and the members of the Class for untimely or  
7 interrupted meal and rest periods were not included in gross wages earned by Plaintiffs and the  
8 class. Also, Defendant's failure to comply with Labor Code section 226(a) hindered Class Members  
9 from determining the amounts of bonus wages actually owed to them and damaged Class Members  
10 in the amount of actual unpaid and forfeited bonuses that were not reported by Defendant.

11           64. Defendant's failure to provide Plaintiffs and members of the class with accurate  
12 itemized wage statements during the class period has caused Plaintiffs and members of the class to  
13 incur economic damages in that they were not aware that they were owed and not paid  
14 compensation for earned performance-based bonuses and for interrupted rest periods and missed  
15 and/or late meal periods. In addition, Defendant provided inaccurate information regarding hours  
16 worked, which masked its underpayment of wages to Plaintiffs and the Class.

17           65. As a result of Defendant's issuance of inaccurate itemized wage statements to  
18 Plaintiffs and members of the Class in violation of Labor Code § 226(a), Plaintiffs and the members  
19 of the Class are each entitled to recover penalties pursuant to Labor Code § 226(e).

20                                   **FIFTH CAUSE OF ACTION**  
21                                   **FAILURE TO PAY ALL WAGES DUE UPON TERMINATION**  
22                                   **(Violation of Labor Code §§ 201-203)**  
23                                   **(Against all defendants)**

24           66. Plaintiffs re-allege and incorporate all preceding paragraphs as if fully set forth  
25 herein.

26           67. California Labor Code §§ 201-203 provide that if an employer discharges an  
27 employee, the wages earned and unpaid at the time of discharge are due and payable immediately,  
28 and that if an employee voluntarily leaves his or her employment, his or her wages shall become  
due and payable not later than seventy-two hours thereafter, unless the employee has given seventy-

1 two hours prior notice of his or her intention to quit in which case the employee is entitled to his or  
2 her wages at the time of quitting.

3 68. During the Class period, Defendant willfully failed to pay Plaintiffs and other class  
4 members who are no longer employed by Defendant all their earned wages, specifically, meal and  
5 rest period premiums not paid for late, missed, or interrupted meal and rest periods, and wages for  
6 all hours worked, including all performance-based bonuses earned either at the time of discharge or  
7 within seventy-two hours of their leaving Defendant's employ in violation of California Labor Code  
8 §§ 201, 202, and 203.

9 69. Therefore, Plaintiffs and members of the Class are entitled to waiting time penalties  
10 for each day that has passed that they have not received all wages owed to them, up to 30 days.

11 **SIXTH CAUSE OF ACTION**  
12 **VIOLATION OF CALIFORNIA'S UNFAIR COMPETITION LAW**  
13 **(Violation of California's Unfair Competition Law, Bus. & Prof. Code §§ 17200 *et seq.*)**  
14 **(Against all defendants)**

15 70. Plaintiffs re-allege and incorporate all preceding paragraphs as if fully set forth  
16 herein.

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

19 72. Through its action alleged herein, Defendant has engaged in unfair competition  
20 within the meaning of the UCL. Defendant's conduct, as alleged herein, constitutes unlawful,  
21 unfair, and/or fraudulent business practices under the UCL.

22 73. Defendant's unlawful conduct under the UCL includes, but is not limited to,  
23 violating the statutes alleged herein. Defendant's unfair conduct under the UCL includes, but is not  
24 limited to, failure to compensate Class members for non-compliant meal and rest periods, and  
25 requiring class members to unlawfully forfeit, bonus wages earned by class members as alleged  
26 herein. Defendant's fraudulent conduct includes, but is not limited to, issuing wage statements  
27 containing false and/or misleading information about the time the class members worked and the  
28 amount of wages or compensation due.

74. Plaintiffs have standing to assert this claim because he has suffered injury in fact and

1 have lost money as a result of Defendant's conduct.

2 75. Plaintiffs and the class seek restitutionary disgorgement from Defendant of monies  
3 owed for all hours worked, and for bonus wages earned.

4 76. Plaintiffs have assumed the responsibility of enforcement of the laws and public  
5 policies specified here by suing on behalf of themselves and other similarly situated Class members  
6 previously or presently working for Defendant in California. Plaintiffs' success in this action will  
7 enforce important rights affecting the public interest. Plaintiffs will incur a financial burden in  
8 pursuing this action in the public interest. Therefore, an award of reasonable attorneys' fees to  
9 Plaintiffs is appropriate pursuant to Code of Civil Procedure § 1021.5.

10 **PRAYER**

11 WHEREFORE, Plaintiffs, on behalf of themselves and all others similarly situated, prays  
12 for judgment against Defendant as to the appropriate causes of action as follows:

13 **ON THE FIRST CAUSE OF ACTION**

- 14 1. For all straight-time wages owed to Plaintiffs and each Class Member for all hours worked;  
15 2. For all performance-based bonuses owed to Plaintiffs and each Class Member, paid at the  
16 correct rate of pay;  
17 3. For other compensatory damages and/or statutory damages and statutory penalties resulting  
18 from improper compensation according to proof;  
19 4. For statutory attorney fees according to proof;  
20 5. For statutory interest according to proof; and  
21 6. For reasonable attorneys' fees and costs pursuant to the California Labor Code.

22 **ON THE SECOND CAUSE OF ACTION**

- 23 1. For one hour of wages due to Plaintiff and each Class member for each work period of more  
24 than five (5) hours when they did not receive an uninterrupted thirty (30) minute meal  
25 period;  
26 2. For waiting time penalties according to proof;  
27 3. For statutory costs according to proof; and  
28 4. For statutory interest according to proof.

1 **ON THE THIRD CAUSE OF ACTION**

- 2 1. For one hour of wages due to Plaintiff and each Class member for each work period of more  
3 than three and one-half (3 ½) hours when they did not receive an uninterrupted ten (10)  
4 minute rest period for each four (4) hours or major fraction thereof worked;  
5 2. For waiting penalties according to proof;  
6 3. For statutory costs according to proof; and  
7 4. For statutory interest according to proof.

8 **ON THE FOURTH CAUSE OF ACTION**

- 9 1. For statutory compensation for any harm caused;  
10 2. For compensatory damages and interest thereon for actual harm caused; and  
11 3. For statutory penalties under Labor Code § 226(e), interest and attorneys' fees and  
12 costs.

13 **ON THE FIFTH CAUSE OF ACTION**

- 14 1. For statutory penalties, including thirty (30) days' wages at the correct hourly rate for all  
15 wages not timely paid upon termination;  
16 2. For penalty enhancement for willful conduct;  
17 3. For statutory interest according to proof; and  
18 4. For reasonable attorney's fees and costs pursuant to the Labor Code.

19 **ON THE SIXTH CAUSE OF ACTION**

- 20 1. For the equitable, injunctive and declaratory relief;  
21 2. For liquidated damages pursuant to Labor Code § 1194.1; and  
22 3. For restitutionary disgorgement pursuant to the UCL.

23 **ON ALL CAUSES OF ACTION**

- 24 1. An order that this action may proceed and be maintained as a class action;  
25 2. Reasonable attorney's fees;  
26 3. General, special and consequential damages, to the extent allowed by law;  
27 4. Costs of suit;  
28 5. For attorneys' fees pursuant to Code of Civil Procedure § 1021.5;

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**SENDER: COMPLETE THIS SECTION**

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

## 1. Article Addressed to:

CT Corporation System – Agent for  
Service of Process for Roadrunner  
Transportation Services, Inc.  
330 N Brand Blvd, Ste 700  
Glendale, CA 91203



9590 9402 7974 2305 3014 65

## 2. Article Number (Transfer from service label)

7018 1130 0001 7573 1759

PS Form 3811, July 2020 PSN 7530-02-000-9053

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature

**X**☐ Agent☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes  
If YES, enter delivery address below:

JAN 30 2024

Delivery Serv

## 3. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☐ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Insured Mail
- ☐ Mail Restricted Delivery

☐ Priority  
☐ Registered  
☐ Registered  
☐ Signature  
☐ Signature  
☐ Registered**U.S. Postal Service™  
CERTIFIED MAIL® RECEIPT**  
Domestic Mail OnlyFor delivery information, visit our website at [www.usps.com](http://www.usps.com)®.**OFFICIAL USE**

Certified Mail Fee

\$

Extra Services &amp; Fees (check box, add fee as appropriate)

- ☐ Return Receipt (hardcopy) \$
- ☐ Return Receipt (electronic) \$
- ☐ Certified Mail Restricted Delivery \$
- ☐ Adult Signature Required \$
- ☐ Adult Signature Restricted Delivery \$

Postage

\$

Total

\$

Sent

Street

City

State

PS F

CT Corporation System – Agent for  
Service of Process for Roadrunner  
Transportation Services, Inc.  
330 N Brand Blvd, Ste 700  
Glendale, CA 91203

Postmark  
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Domestic

7018 1130 0001 7573 1759

**SENDER: COMPLETE THIS SECTION**

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

## 1. Article Addressed to:

Roadrunner Transportation Services, Inc.  
Attn: Legal Department  
1431 Opus Place, Suite 530  
Downers Grove, IL 60515



9590 9402 7974 2305 3014 72

## 2. Article Number (Transfer from service label)

7018 1130 0001 7573 1742

PS Form 3811, July 2020 PSN 7530-02-000-9053

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature

**X**☐ Agent☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes  
If YES, enter delivery address below: ☐ No

## 3. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☐ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Insured Mail
- ☐ Mail Restricted Delivery

7018 1130 0001 7573 1742

**U.S. Postal Service™  
CERTIFIED MAIL® RECEIPT**  
Domestic Mail OnlyFor delivery information, visit our website at [www.usps.com](http://www.usps.com)®.**OFFICIAL USE**

Certified Mail Fee

\$

Extra Services &amp; Fees (check box, add fee as appropriate)

- ☐ Return Receipt (hardcopy) \$
- ☐ Return Receipt (electronic) \$
- ☐ Certified Mail Restricted Delivery \$
- ☐ Adult Signature Required \$
- ☐ Adult Signature Restricted Delivery \$

Postage

\$

Total

\$

Sent To

Street

City

State

PS Form

Roadrunner Transportation Services, Inc.  
Attn: Legal Department  
1431 Opus Place, Suite 530  
Downers Grove, IL 60515

Postmark  
Here

PS Form 3800, April 2015 PSN 7530-02-000-9047

See Reverse for Instructions

March 12, 2024

David Markham  
The Markham Law Firm  
888 Prospect Street Suite 200  
La Jolla, CA 92037

Dear Mr. Markham,

On February 2<sup>nd</sup>, 2024, you attempted to file a new case via our File&Serve Xpress. Unfortunately, the filing could not be processed due to a technical issue. Due to this issue, you were prevented from submitting your transaction which may have caused you to miss a deadline.

Please let us know if we can provide any further assistance regarding this transaction. You may reach us at 888-529-7587 or email us at [support@fileandserve.com](mailto:support@fileandserve.com).

Best Regards,

**Keyhanna Austin**  
Client Support Supervisor  
[Support@fileandserve.com](mailto:support@fileandserve.com)  
[888-529-7587](tel:888-529-7587)

**File&Serve**xpress