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EVAGELOS ANDRIKOS, BRYANT BURNS,
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JERRY VRBANOVIC

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

EVAGELOS ANDRIKOS, BRYANT BURNS, MICHAEL OLVERA, PAUL RUIZ, JERRY VRBANOVIC,
on behalf of themselves and other
similarly situated non-exempt former
and current employees,

Plaintiffs,

v.

PACIFIC MARITIME
ASSOCIATION, PACIFIC
MARITIME ASSOCIATION, INC.,
APM TERMINALS PACIFIC LLC,
APS STEVEDORING, LLC,
BENICIA PORT TERMINAL
COMPANY, CERES TERMINALS
INCORPORATED, CRESCENT
CITY MARINE WAYS &
DRYDOCK COMPANY, INC.,
EAGLE MARINE SERVICES,
LTD., EVERPORT TERMINAL
SERVICES, INC., HARBOR
INDUSTRIAL SERVICES
CORPORATION, INNOVATIVE
TERMINAL SERVICES INC.,
INTERNATIONAL
TRANSPORTATION SERVICE,
INC., KINDER MORGAN BULK
TERMINALS LLC, LBCT, LLC,
MARINE TERMINALS
CORPORATION, MARINE
TERMINALS CORPORATION OF
LOS ANGELES, MATSON
NAVIGATION COMPANY, INC.,
MATSON TERMINALS, INC.,

Case No.: 2:19-cv-10421 GW(JCx)

District Judge: Hon. George Wu
Magistrate Judge: Hon. Jacqueline Chooljian

Action Filed: August 22, 2019
Action Removed: December 9, 2019

**SECOND AMENDED CLASS ACTION
COMPLAINT FOR DAMAGES:**

- 1. Failure to Pay Wages and Overtime Wages**
- 2. Failure to Pay Reporting Time Pay**
- 3. Failure to Pay Expenses**
- 4. Failure to Provide Accurate and Complete Itemized Wage Statements**
- 5. Waiting Time Penalties**
- 6. Unfair Competition**
- 7. PAGA Representative Action**

DEMAND FOR JURY TRIAL

1 METROPOLITAN STEVEDORE)
 2 COMPANY, OCEAN TERMINAL)
 3 SERVICES, INC., PACIFIC)
 4 CRANE MAINTENANCE)
 5 COMPANY LP, PACIFIC RO-RO)
 6 STEVEDORING, LLC, PASHA)
 7 STEVEDORING &)
 8 TERMINALS LP, PORT)
 9 MAINTENANCE GROUP, SSA)
 10 MARINE, INC., SSA TERMINALS,)
 11 LLC, TERMINAL EQUIPMENT)
 12 SERVICES, INC., TOTAL)
 13 TERMINALS INTERNATIONAL,)
 14 LLC, TRANSPAC TERMINAL)
 15 SERVICES, LLC, TRAPAC, LLC,)
 16 YUSEN TERMINALS, INC.,)
 17 CERES MARINE TERMINALS,)
 18 INC. (sued as Doe 1), FENIX)
 19 MARINE SERVICES, LTD., dba)
 20 EAGLE MARINE SERVICES, LTD)
 21 (sued as Doe 2), PACIFIC CRANE)
 22 MAINTENANCE COMPANY, LLC)
 23 (sued as Doe 3), PORT)
 24 MAINTENANCE GROUP, INC.)
 25 (sued as Doe 4) and DOES 5 through)
 26 100, inclusive,)
 27 Defendants.)
 28

16 Plaintiffs EVAGELOS ANDRIKOS, BRYANT BURNS, MICHAEL
 17 OLVERA, PAUL RUIZ, and JERRY VRBANOVIC ("Plaintiffs") complain and
 18 allege, on behalf of themselves and all others similarly situated as follows:

19 INTRODUCTION

20 1. This action is brought as a class action under California Code of Civil
 21 Procedure Section 382 to recover unpaid and unlawfully withheld wages, expenses,
 22 liquidated damages, statutory penalties and other damages owed to Plaintiffs and all
 23 other longshoremen and marine clerks working within the State of California,
 24 dispatched within the County of Los Angeles, and employed by, or formerly
 25 employed by PACIFIC MARITIME ASSOCIATION, PACIFIC MARITIME
 26 ASSOCIATION, INC., APM TERMINALS PACIFIC LLC, APS STEVEDORING,
 27 LLC, BENICIA PORT TERMINAL COMPANY, CERES TERMINALS
 28 INCORPORATED, CRESCENT CITY MARINE WAYS & DRYDOCK

COMPANY, INC., EAGLE MARINE SERVICES, LTD., EVERPORT TERMINAL SERVICES, INC., HARBOR INDUSTRIAL SERVICES CORPORATION, INNOVATIVE TERMINAL SERVICES INC., INTERNATIONAL TRANSPORTATION SERVICE, INC., KINDER MORGAN BULK TERMINALS LLC, LBCT, LLC, MARINE TERMINALS CORPORATION, MARINE TERMINALS CORPORATION OF LOS ANGELES, MATSON NAVIGATION COMPANY, INC., MATSON TERMINALS, INC., METROPOLITAN STEVEDORE COMPANY, OCEAN TERMINAL SERVICES, INC., PACIFIC CRANE MAINTENANCE COMPANY LP, PACIFIC RO-RO STEVEDORING, LLC, PASHA STEVEDORING & TERMINALS LP, PORT MAINTENANCE GROUP, SSAMARINE, INC., SSA TERMINALS, LLC, TERMINAL EQUIPMENT SERVICES, INC., TOTAL TERMINALS INTERNATIONAL, LLC, TRANSPAC TERMINAL SERVICES, LLC, TRAPAC, LLC, YUSEN TERMINALS, INC., CERES MARINE TERMINALS, INC. (sued as Doe 1), FENIX MARINE SERVICES, LTD., dba EAGLE MARINE SERVICES, LTD (sued as Doe 2), PACIFIC CRANE MAINTENANCE COMPANY, LLC (sued as Doe 3), PORT MAINTENANCE GROUP, INC. (sued as Doe 4) (hereinafter referred to as “PMA and its member companies”), and DOES 5 through 100. Plaintiffs are informed and believe that Defendants, and each of them, constitute an association of west coast shipping, stevedoring and marine terminal companies that employ longshoremen and marine clerks such as the plaintiffs.

CASE HISTORY

2. Defendants have a long history of refusing to compensate longshoremen and marine clerks working within the state of California for compulsory travel time from dispatch to their job location, mileage from dispatch to their job location, reporting time for casuals, time spent waiting to be dispatched, and any other uncompensated time between dispatch and the recorded start time for each of the Class Members. The longshoremen filed two class action suits in 2003 and 2008 for

1 compensation for unpaid compulsory travel time, yet the Defendants continue to
2 follow the same practices.

3 **JURISDICTION AND VENUE**

4 3. The Superior Court of the State of California has jurisdiction over this
5 action pursuant to California CCP Section 410.10, because Plaintiffs have alleged
6 state law claims under the California Labor Code, the California Industrial Welfare
7 Commission Wage Orders, and under the California Business & Professions Code.

8 4. Venue is proper in the Los Angeles County Superior Court pursuant to
9 the Code of Civil Procedure section 395.5 because PMA and its member companies
10 committed the wrongful acts within the County of Los Angeles.

11 **THE PLAINTIFFS**

12 5. Plaintiff Evangelos Andrikos is a resident of California. He commenced
13 employment with PMA and its member companies in 1998. He was a regular
14 longshoreman during the relevant time period. He also worked as an overflow marine
15 clerk during the relevant time period.

16 6. Plaintiff Bryant Burns is a resident of California. He commenced
17 employment with PMA and its member companies in 1996. He was a marine clerk
18 during the relevant time period. He was also a regular longshoreman and an overflow
19 marine clerk during the relevant time period.

20 7. Plaintiff Michael Olvera is a resident of California. He commenced
21 employment with PMA and its member companies in 1998. He was a regular
22 longshoreman during the relevant time period and has worked as a clerk during times
23 when he was on “limited duty” and as an overflow clerk.

24 8. Plaintiff Paul Ruiz is a resident of California. He commenced
25 employment with PMA and its member companies in 2007. He was a casual
26 longshoreman during the relevant time period.

27 9. Plaintiff Jerry Vrbancovic is a resident of California. He commenced
28 employment with PMA and its member companies in 1998. He was a regular

1 longshoreman during the relevant time period.

2 **THE DEFENDANTS**

3 10. PMA and its members are companies/corporations/entities that are or
4 were doing business in the State of California during the liability period and are
5 jointly and severally liable for their own, and their predecessors, affiliates, corporate
6 parents, and subsidiaries violations of the state wage and hour laws. Defendants, and
7 each of them, are in the business of providing work and/or work assignments to
8 Plaintiffs and Plaintiff Class Members involving longshoremen and marine clerk
9 activities and the paperwork associated therewith. The corporate headquarters for
10 Pacific Maritime Association are in California.

11 11. Plaintiffs sue Doe Defendants 5 through 100, inclusive, under fictitious
12 names. Plaintiffs do not presently know their true names and capacities. When
13 Plaintiffs ascertain their true names and capacities, they will amend this Class Action
14 Complaint by inserting their true names and capacities herein.

15 12. At all times mentioned in this Class Action Complaint, all defendants,
16 and each of them, were the agents and employees of their co-defendants or otherwise
17 responsive for the conduct complained of herein, and in doing the things alleged were
18 acting within the course and scope of that agency and employment or were otherwise
19 responsible for the damages complained of by the Plaintiffs.

20 **GENERAL ALLEGATIONS**

21 13. PMA and its member companies are an association of west coast
22 shipping, stevedoring and marine terminal companies that employ longshoremen and
23 marine clerks. PMA operates dispatch halls that dispatch longshoremen and marine
24 clerks as needed on a daily basis to perform work assignments as requested by the
25 various employers. PMA represents its member companies in negotiations with the
26 unions that represent the clerks and the longshoremen.

27 14. Each day, individual member companies notify the hiring halls through
28 PMA as to the numbers of longshoremen and clerks they need, the job category, the

1 location, and the starting time.

2 15. The clerks and longshoremen must physically go to their respective
3 dispatch halls to receive their assignments. They are required to be at the dispatch hall
4 at a specific time, and then they have to wait until they receive their assignment. Once
5 dispatched, the clerk or longshoreman must travel to the terminal to which they were
6 assigned. Despite being under the direction and control of Defendants from the time
7 they enter the hall, the longshoremen and clerks are not compensated for any wait
8 time before they receive their assignment, nor are they compensated for the time it
9 takes to travel to the location, park, and find the specific foreman at a specific
10 location at the port. In addition, they are not paid for the mileage expense for the
11 travel to the port. The casual longshoremen often wait an hour or more, only to find
12 out that they did not even get an assigned job for the day, and yet the defendants
13 refuse to pay the casuals for their wait time or the minimum reporting time pay.

14 16. In addition, the employers have a pattern and practice of refusing to
15 reimburse TWIC cards which are required for the employees to work at the ports.

16 **CLASS ACTION ALLEGATIONS**

17 17. This action is being maintained as a class action pursuant to California
18 Code of Civil Procedure Section 382 as to claims for unpaid wages, unpaid expenses,
19 unlawfully withheld compensation, statutory penalties, attorney's fees and costs under
20 the California Labor Code and the California Business & Professions Code. The
21 Class Members have been denied compensation during the liability period. Plaintiffs
22 are representatives of those other employees and are acting on behalf of their
23 interests, as well as Plaintiff's own interests, in bringing this action. These similarly-
24 situated employees are known to Defendants and each of them, and are readily
25 identifiable and ascertained through Defendants' own records.

26 18. Plaintiffs will request the court to certify the following classes:

27 **A. Reporting Time Class.** All Casuals who physically reported to
28 a Dispatch Hall in California on one or more days during the class period, did not get

1 assigned a job on one or more of those days, and were not paid Reporting Time
2 wages.

3 **B. Pre-Shift Wages Subclasses.** All Longshoremen, Casuals and
4 Marine Clerks who physically reported to a Dispatch Hall in California on one or
5 more days during the class period, received a job assignment, and then had to travel
6 to the work location from the Dispatch Hall, and were not paid wages for the time
7 spent waiting for the job assignment or traveling to the job location.

8 **C. Mileage Reimbursement Subclasses.** All Longshoremen,
9 Casuals and Marine Clerks who physically reported to a Dispatch Hall in California
10 on one or more days during the class period, received a job assignment, and then had
11 to drive to the work location from the Dispatch Hall, and were not reimbursed for
12 mileage expenses.

13 **D. Wage Statement Subclass.** All California hourly employees who
14 worked for the defendants during the class period and received an itemized wage
15 statement during the class period.

16 **E. TWIC Card Expense Subclass.** All California employees who
17 worked for the defendants during the class period, who paid a fee for a TWIC card
18 in order to gain admittance to a port, and who were not reimbursed.

19 **F. Unfair Competition Subclass.** All employees from Classes A, B,
20 C, D, or E who suffered damage as a result of any of those specific claims.

21 **G. Terminated Employee Waiting Time Subclass.** All employees
22 from Subclasses A, B, C or D who suffered damages as a result of any of those
23 specific claims and as a result of that were not properly paid all wages upon
24 separation of employment or within 72 hours thereof.

25 19. This action has been brought and may properly be maintained as a class
26 action under the provisions of section 382 of the Code of Civil Procedure because
27 there is a well-defined community of interest in the litigation and the proposed classes
28 are easily ascertainable.

20. The potential members of the classes as defined are so numerous that joinder of all the members of the class is impracticable. Although the precise number of such employees is unknown, the facts upon which the calculation of that number could be ascertained are located within records presently within the control of the Defendants. Plaintiffs are informed and believe that each class identified above has thousands of Class Members.

21. There are questions of law and fact common to the class predominating over any questions affecting only individual Class Members.

22. The claims of the named Plaintiffs are typical of the claims of all of the classes. Plaintiffs and all members of the classes sustained injuries and damages arising out of and caused by Defendants' common course of conduct in violation of California laws, regulations, and statutes as alleged herein.

23. Plaintiffs will fairly and adequately represent and protect the interests of the members of the Class. Counsel who represents Plaintiffs is competent and experienced in litigating employment class actions.

24. Although the relative damages suffered by individual Class Members may not be de minimis, such damages are small compared to the expense and burden of individual prosecution of this litigation. Individual Plaintiffs may lack the financial resources to vigorously prosecute a lawsuit against a corporate defendant to recover such damages. In addition, class litigation is superior because it will obviate the need for unduly duplicative litigation that might result in inconsistent judgments about Defendants' practices. Class action treatment will allow those similarly situated persons to litigate their claims in the manner that is most efficient and economical for the parties and the judicial system. Plaintiffs are unaware of any difficulties that are likely to be encountered in the management of this action that would preclude its maintenance as a class action.

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FIRST CAUSE OF ACTION

(Failure to Pay Wages and Overtime Wages)

(By Plaintiffs and Class Members Against All Defendants)

25. Plaintiffs hereby incorporate paragraphs 1 through 24, inclusive, as though fully set forth herein.

26. Under California Labor Code Sections 204, 222, 223, 510, 1194, IWC Wage Orders Nos. 1-16 Sections 3, 4; and DLSE 46.1, 46.1.1, 46.2, 46.6.3, 47.4.2, 47.5, 47.5.4, Defendants were and are obligated to compensate the representative plaintiffs and their respective classes for all hours they were under the control of the employer.

27. All of the class members were under the control of the employer, respectively, from the time they arrived at the dispatch hall until they received their job assignment for the day. Many of the class members continued to be under the control of the employer each day until they were able to locate that day's foreman, depending on the time they were required to report to the terminal.

28. During the liability period, neither the plaintiffs nor the respective Class Members were paid for the time they waited at the dispatch hall, the time they traveled, and the time it took to find the day's foreman each day.

29. By failing to pay compensation due to the plaintiffs and the Class Members, Defendants willfully, knowingly and/or recklessly violated California wage and hour laws which require them to pay compensation for all hours worked while the longshoremen and marine clerks were subject to their control. Because the Class Members typically worked 8 hour or longer shifts, the Defendants will be required to pay premium pay for most of the hours that were unaccounted for as described above.

30. As a result of the unlawful acts of the Defendants, and each of them, the plaintiffs and the Class Members have been deprived of and continue to be deprived of compensation earned in amounts that will be determined at trial. Plaintiffs and

1 Class Members are entitled to recover the amount that they were not paid, at premium
2 rates when applicable, interest and attorneys fees and costs under Labor Code Section
3 218.5.

4 **SECOND CAUSE OF ACTION**

5 (Failure to Pay Reporting Time Pay)

6 (By Plaintiff Ruiz and Class A employees Against All Defendants)

7 31. Plaintiff Ruiz hereby incorporates paragraphs 1 through 30, inclusive,
8 as though fully set forth herein.

9 32. Under California IWC Wage Orders Nos. 1-16, Section 5 and DLSE
10 46.7.2 (Reporting Time Pay) , if the employee is required to report to work, and does
11 report to work, but is not put to work or is scheduled for less than half of their usual
12 day's work, then the employer is required to pay the employee half of their usual
13 hours, not less than 2 hours and not more than 4 hours.

14 33. Plaintiff Ruiz and all of the casual longshoremen were required to report
15 to a dispatch hall in order to receive work assignments.

16 34. The casual longshoremen who arrived at the hall to be assigned work
17 often were not given work assignments, yet the defendant has failed and continues to
18 fail to pay them the required 2 to 4 hours of reporting time.

19 35. As a result of the unlawful acts of the Defendants, and each of them, the
20 plaintiffs and the Class Members have been deprived of and continue to be deprived
21 of the compensation they are due in amounts that will be determined at trial. Plaintiffs
22 and Class Members are entitled to recover the Reporting Time Pay they were not
23 paid, interest and costs. They are also entitled to attorneys' fees under Labor Code
24 Section 218.5.

25 **THIRD CAUSE OF ACTION**

26 (Failure to Pay Expenses)

27 (By Plaintiffs and Class Members Against All Defendants)

28 36. Plaintiffs hereby incorporate paragraphs 1 through 35, inclusive, as

1 though fully set forth herein.

2 37. Under California Labor Code Sections 2802, Defendants were and are
3 obligated to compensate the representative plaintiffs and all plaintiff classes for all
4 expenses incurred by the employee in direct consequence of the discharge of their
5 duties.

6 38. During the liability period, neither the plaintiffs nor the respective Class
7 Members were paid for the mileage between the dispatch hall and the specific
8 terminal they were assigned to each day. In addition, they were not reimbursed for the
9 purchase of TWIC cards which are required for working at the ports.

10 39. As a result of the unlawful acts of the Defendants, and each of them, the
11 plaintiffs and the Class Members have been deprived of and continue to be deprived
12 indemnification for these expenses in amounts that will be determined at trial.
13 Plaintiffs and Class Members are entitled to recover the amount that they were not
14 paid, interest, and attorneys fees and costs under Labor Code Section 218.5.

15 **FOURTH CAUSE OF ACTION**

16 (Failure to Provide Accurate and Complete Itemized Wage Statements)

17 (By Plaintiffs And Class Members against All Defendants)

18 40. Plaintiffs hereby incorporate by reference paragraphs 1 through 39,
19 inclusive, as though fully set forth at this point.

20 41. Labor Code 226(a) provides that every employer must furnish each of
21 its employees an accurate itemized wage statement in writing and include the
22 following information: (i) gross wages earned; (ii) total hours worked by the
23 employee; (iii) the number of piece-rate units earned and any applicable piece-rate
24 if the employee is paid on such a basis; (iv) all deductions, provided that all
25 deductions made on written orders of the employee may be aggregated and shown as
26 one item; (v) net wages earned; (vi) the inclusive dates of the period for which the
27 employee is paid; (vii) the name of the employee and the last four digits of his or her
28 social security number or an employee identifications number other than a social

1 security number; (viii) the name and address of the legal entity that is the employer;
2 and (ix) all applicable hourly rates in effect during the pay period and the
3 corresponding number of hours worked at each hour rate by the employee.

4 42. The Defendants intentionally and willfully failed to provide Plaintiffs
5 and Class Members with complete and accurate wage statements. In particular, the
6 Defendants failed to document and record the time Representative Plaintiffs and
7 Class Members were under their control between the check in at the dispatch and
8 when they reported to their daily foreman, and thus, Plaintiffs and Class Members'
9 gross and net wages were inaccurate for every pay period. In addition, they failed to
10 provide employer names and addresses and failed to include dates of the pay period
11 for each employer.

12 43. As a result of Corporate Defendants' violation of Labor Code section
13 226(a), Plaintiffs and Class Members have suffered injuries and damages. Plaintiffs
14 and the Class they seek to represent seek to recover the penalty of \$100 per person
15 per payroll period up to the maximum amount of \$4,000 per person plus attorneys
16 fees, costs, and interest.

17 **FIFTH CAUSE OF ACTION**

18 (Waiting Time Penalties Pursuant to Lab. Code, §§ 201-203)

19 (By Plaintiffs And Class Members against All Defendants)

20 44. Plaintiffs hereby incorporate by reference paragraphs 1 through 43,
21 inclusive, as though fully set forth at this point.

22 45. Sections 201 and 202 of the California Labor Code require Defendants
23 to pay its employees all wages due at the time of termination. Section 203 of the
24 Labor Code provides that if an employer willfully fails to timely pay such wages the
25 employer must, as a penalty, continue to pay the subject employees' wages until the
26 back wages are paid in full or an action is commenced. The penalty cannot exceed 30
27 days of wages.

28 46. As stated above, plaintiffs and class members were not paid all of the

1 wages due to them. Class members who were terminated or separated from
2 employment during the applicable time period are entitled to the statutory penalty
3 plus interest, costs and attorney's fees.

4 **SIXTH CAUSE OF ACTION**

5 (By Plaintiffs and Class Members against All Defendants)

6 (Unfair Competition in Violation of Bus. & Prof. Code, § 17200, *et seq.*)

7 47. Plaintiffs hereby incorporate by reference paragraphs 1 through 46,
8 inclusive, as though fully set forth at this point.

9 48. Business & Professions Code section 17200 states that unfair
10 competition includes any unlawful, unfair or fraudulent business act.

11 49. Defendants had a policy and practice of refusing to pay Plaintiffs and
12 Class Members for all of the time they were under the control of the employers,
13 refusing to pay for mileage to the terminals, refusing to pay Reporting Time Pay,
14 refusing to keep accurate records, refusing to provide meal periods and rest breaks,
15 and refusing to pay all necessary expenses, as described supra.

16 50. These policies and practices constitute unfair, fraudulent, or unlawful
17 business practices that violate Business and Professions Code section 17200, *et seq.*
18 the Defendants, and each of them, did these acts for the specific purpose of denying
19 wages to their employees and to convert and otherwise use the wages in question for
20 their own personal benefit, and thereby achieve operating and profit objectives in a
21 manner that deprived Plaintiffs and Class Members of their full pay and
22 reimbursement of expenses.

23 51. As a result of Corporate Defendants' unfair competition as alleged
24 herein, Plaintiffs and Class Members have suffered injuries in fact and lost money or
25 property. Plaintiffs and Class Members have been deprived of the rights to wages and
26 benefits due including those as alleged herein.

27 52. Pursuant to California Business & Professions Code section 17203,
28 Plaintiffs and Class Members are entitled to seek restitution of all wages and other

monies owed to them, including interest thereon, which Corporate Defendants wrongfully withheld by means of their unlawful and unfair business practices.

53. Plaintiffs and the class they seek to represent are entitled to and seek any and all available remedies including, but not limited to, restitution, disgorgement, and recovery of reasonable attorney's fees and costs pursuant to the Code of Civil Procedure section 1021.5, Business and Professions Code section 17200 et seq., the substantial benefit doctrine, and/or the common fund doctrine.

SEVENTH CAUSE OF ACTION

(By Plaintiffs and Class Members against All Defendants)

(PAGA)

54. Plaintiffs hereby incorporate by reference paragraphs 1 through 53, inclusive, as though fully set forth at this point.

55. On December 23, 2022, Plaintiff complied with the notice requirements under Labor Code Section 2699.3. A letter was sent to the LWA and Defendants were put on notice of the claims alleged her and that the notice requirement has been satisfied. Sixty five days have passed and the LWDA has not indicated intent to investigate the claims. Therefore, Plaintiffs may proceed with this action in a representative capacity.

56. Plaintiffs are aggrieved employees as defined in Labor Code Section 2699(a). Plaintiffs bring this cause of action on their own behalf and all current and former California Non-Exempt Employees of Defendants .

57. Pursuant to Labor Code section 2699(a), Plaintiffs seek to recover civil penalties for which Defendants are liable for due to their failure to pay Wages and Overtime Wages related to time spent at the Dispatch Hall and traveling from the Dispatch Halls to various work sites; for their failure to pay Reporting Time Pay for employees who reported to the Dispatch Hall but did not receive a job assignment, for their failure to indemnify employees for mileage - based expenses in violation of Labor Code section 2802 to the extent such claim is based on the

1 Dispatch Hall Travel Time claim; and for their Failure to Provide Accurate Wage
2 Statements to the extent it is derivative of any of Plaintiffs' First through Third
3 Causes of Action, for their failure to pay Final Wages to the extent that the final
4 wages were owed because of a violation of the First through Third Causes of
5 Action.

6 **PRAYER FOR RELIEF**

7 WHEREFORE, the Representative Plaintiffs, on behalf of themselves and all
8 present and former casual longshoremen, longshoremen, marine clerks and other non
9 exempt employees similarly situated who join in this action, request the following
10 relief:

- 11 1. Certification of the claims set out by the Classes pursuant to California
12 Code of Civil Procedure Section 382 on behalf of all classes;
- 13 2. Notice to Class Members pursuant to CCP Section 382 to all casual
14 longshoremen, longshoremen, marine clerks and other non exempt
15 employees who worked for Defendants within the respective liability
16 periods of the classes;
- 17 3. For economic damages including unpaid wages, unpaid overtime, and
18 unpaid expenses against Defendants to be paid to Plaintiffs and the
19 Plaintiff Classes, according to proof;
- 20 4. For penalties for failure to keep accurate and complete records pursuant
21 to Labor Code §226(e);
- 22 5. For Reporting Time Damages against Defendants to be paid to Plaintiff
23 Paul Ruiz and the members of Class A (the casual longshoremen);
- 24 6. For "waiting time penalties," pursuant to Section 203 of the California
25 Labor Code, against Defendant to be paid to members of the Plaintiff
26 Class whose employment has terminated with Defendants;
- 27 7. For an order requiring Defendants to disgorge all ill-gotten gains from
28 its unlawful conduct in the State of California;

8. For penalties according to proof, pursuant to Labor Code Section 2698 et seq.;
9. For prejudgment interest on all amounts claimed that are readily ascertainable;
10. For attorneys' fees and costs;
11. For such other and further relief that the court considers proper.

DEMAND FOR A JURY TRIAL

Plaintiffs hereby demand a jury trial on all issues so triable.

STEVENS & McMILLAN

/s/ Daniel P. Stevens

Dated: February 17, 2023

By:

DANIEL P. STEVENS
HEATHER K. MCMILLAN
Attorneys for Plaintiffs