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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES – DOWNTOWN

STEVEN BROUGH,
Plaintiff,
vs.

GLOBAL PARATRANSIT
INC., A California Corporation;
REZA NASROLLAHY, An
Individual; and DOES 1
through 10, inclusive,
Defendants.

Case No: **BC 616177**

COMPLAINT FOR DAMAGES;
DEMAND FOR JURY TRIAL

[CLASS ACTION PURSUANT TO CODE
OF CIVIL PROCEDURE § 382]

1. Failure to Pay Wages – Improper Deductions (LABOR CODE §§ 221, 223 and 300);
2. Failure to Pay Employee Expenses (LABOR CODE §2802);
3. Failure to Provide Statutorily Mandated Breaks (LABOR CODE §§226.7 and 512);
4. Inaccurate Records (LABOR CODE §§226 and 2810.5)
5. Failure to Pay Overtime (LABOR CODE §§1198 and 510)
6. Failure to Pay Minimum Wage (LABOR CODE §1197)
7. Failure to Pay All Wages Due at Termination (LABOR CODE §§201, 202 and 203)
8. Unfair Business Practices (Bus. & Prof. Code §17200)
9. Private Attorneys General Act (LABOR CODE §2698 et seq.)

INTRODUCTION

1. This is a class action pursuant to Cal. Code Civ. Proc. section 382 and a

CONFORMED COPY
ORIGINAL FILED
Superior Court of California
County of Los Angeles

APR 0 / 2016

Sherri R. Carter, Executive Office/Clerk
By: *Ishayla Chambers*, Deputy

1 representative action for recovery of penalties under the California Labor Code
2 Private Attorneys General Act of 2004 ("PAGA"), Cal. Lab. Code section 2698, et
3 seq. PAGA permits an "aggrieved employee" to bring a lawsuit on behalf of
4 himself and other current and former employees to address an employer's
5 violations of the California Labor Code.

6 JURISDICTION

7 2. This Court has jurisdiction over this action as the controversy arises under
8 the laws of the State of California.

9 VENUE

10 3. Venue is proper in the Los Angeles County Superior Court because Defendants
11 reside and/or operate a place of business within the County of Los Angeles.

12 PARTIES

13 4. Individual and Representative Plaintiff, Steven Brough (hereinafter "Brough"
14 or Plaintiff), is a current resident of Los Angeles County, in the State of
15 California.

16 5. Plaintiff is informed and believes and thereon alleges, that Defendant Global
17 Paratransit, Inc. ("Global") was and is a California Corporation doing
18 business under and by virtue of the laws of the State of California, and engaged
19 in commerce throughout California.

20 6. Plaintiff was employed as a Driver by Global, beginning in June of 2011 until
21 December 18, 2015, at which time Global discharged Plaintiff.

22 7. Plaintiff is informed and believes, and thereon alleges, that Defendant Reza
23 Nasrollahy (hereinafter "Nasrollahy or collectively with Global as
24 "Defendants") is a United States citizen and resident of Los Angeles County,
25 in the State of California. At all times relevant to this action, Defendant
26 Nasrollay was the President, Chief Executive Officer, owner, officer, director
27 and/or operating manager of Global and was responsible for making decisions
28 regarding the company's policies and actions, including those involving wages.

- 1 8. Each of the DOES 1 through 10, inclusive, is so named because Plaintiff does
2 not know their true names and/or capacities at this time. Plaintiff will seek
3 leave of Court to amend this Complaint when the true names and capacities of
4 the defendants designated herein as DOES 1 through 10 have been ascertained.
- 5 9. Plaintiff is informed and believes, and on the basis of such information and
6 belief, alleges that each defendant was an agent, employee, partner, joint
7 enterprise, and/or alter ego of or with each of the other remaining defendants,
8 and in doing the things herein alleged were acting within the scope and course
9 of such agency and/or employment. Upon information and belief, each of the
10 fictitiously named defendants are responsible in some manner for the
11 occurrences herein alleged, and Plaintiff's injuries as herein alleged, as well as
12 the injuries of the putative class, were proximately caused by such defendants.
- 13 10. The acts of defendants were in accordance with, and represent the official
14 policies of the Defendants, or those whose edicts or acts may fairly be said to
15 represent official policies hereinafter set forth.
- 16 11. Each defendant herein willfully committed, ordered, directed, supervised,
17 allowed, planned, ratified, concealed, organized or otherwise participated in
18 the unlawful acts complained of herein.
- 19 12. The defendants, and each of them, save and except Defendant Global, which
20 is being sued as an entity, are sued in their individual and official capacities.
- 21 13. The acts of defendants were in accordance with, and represent the official
22 policies of Global, or those whose edicts or acts may fairly be said to represent
23 official policies hereinafter set forth.
- 24 14. Each defendant herein willfully committed, ordered, directed, supervised,
25 allowed, planned, ratified, concealed, organized or otherwise participated in
26 the unlawful acts complained of herein.

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Class Action Allegations

15. This is a class action, pursuant to CCP §382 on behalf of current and former employees, brought by individual and representative Plaintiff Brough, on behalf of himself and all others similarly situated, as defined below, against his former employer. Plaintiff brings this action on behalf of all current and former employees that worked as a "Driver" or in a substantially similar position under a different title, at any Global location within the state of California, and who were subject to unlawful deductions from their wages; were paid less than the agreed upon rate of compensation; were paid less than the state mandated minimum wage for all hours worked; were not paid premium overtime wages for all applicable hours worked; were not provided meal and rest breaks in accordance with California law; were provided with inaccurate wage statements; and for those whose employment has ended, did not receive all wages due on termination while employed within the State of California within the four-year period prior to the filing of this Complaint through the final disposition of this action ("California Class"). Such persons have been denied proper compensation in violation of the California Labor Code and IWC Wage Orders.
16. Plaintiff and California Class Members seek recovery of all applicable damages and penalties for violations of California wage deduction statutes, state minimum wage and overtime provisions, state meal and rest break provisions, and wage payment provisions as a result of Defendants actions in wrongfully and illegally deducting certain amounts from Plaintiff's and California Class Members' wages, and/or not compensating Plaintiff and California Class Members for all hours worked, and/or failing to provide all statutorily required meal and/or rest breaks in accordance with California law. Plaintiff and Class Members were/are employed by Defendants as "Drivers."

17. Defendants conduct was wrongful and violates the rights of the Plaintiff and Class Members as follows:
- a. Defendants wrongfully and illegally deducted from the wages of Plaintiff and California Class Members in violation of California Labor Code sections 221, 223 and 300, and by doing so, Defendants failed to fully pay compensation to Plaintiff and California Class Members for all hours worked and thus violated California Labor Code sections 510, 1197, 1194, and 1198.
 - b. Defendants wrongfully and illegally deducted from the wages of Plaintiff and California Class Members, and Defendants by doing so caused Plaintiff and the California Class Members to necessarily expend additional amounts in the direct consequence of the discharge of his and or their duties, but failed to reimburse Plaintiff and the California Class Members in violation of California Labor Code section 2802.
 - c. Defendants required Plaintiff and California Class Members to perform work after they had clocked out and thus violated California minimum wage and overtime requirements.
 - d. Defendants' failure to provide Plaintiff and the Class members with an additional hour of pay at the employee's regular rate of pay for each meal and/or rest period not properly provided violates California Labor Code Section 226.7.
 - e. Defendants' failure to properly record the correct rates of pay and/or hours worked by Plaintiff and the California Class also violates California Labor Code Section 226.
 - f. Thereafter, Defendants' failure to pay Plaintiff and California Class Members in a timely manner upon resignation or termination for such hours worked also violates California Labor Code section 203.
 - g. Defendants' failure to properly compensate Plaintiff and the putative

class in accordance with the California Labor Code constitutes an unlawful business practice in violation of California Business and Professions Code Section 17200 et seq.

18. There is a well defined community of interest in the litigation and the class is easily ascertainable:

- a. Numerosity: Plaintiff is informed and believes, and thereon alleges that the proposed California Class is so numerous as to make joinder impracticable. Plaintiff is informed and believes, and thereon alleges, that the total number of putative class members, as defined above, exceeds 50 and that such persons are located in all parts of the state of California and throughout the United States.
- b. Common Questions Predominate: This action is maintainable by Plaintiff under California Code of Civil Procedure §382 as a class action because the questions of law and fact common to the class predominate over any questions affecting individual members and, on balance, a class action is superior to other methods available for adjudicating the controversy. The rights which are the subject of this action are common to all California Class Members who work or worked for Global with California, and Plaintiff's claims, as hereinafter set forth are, typical of the claims of all California Class Members including, but to limited to the following:
 - i. Whether Defendants illegally deducted amounts from Plaintiff's and California Class Members' wages;
 - ii. Whether Defendants illegally made Plaintiff and the California Class Members the insurers of any shortages that may result from the employee's simple negligence or mistake;
 - iii. Whether Defendants failed to indemnify Plaintiff and the California Class for all necessary expenditures or losses incurred

- 1 by the employee in direct consequence of the discharge of his or
2 her duties.
- 3 iv. Whether the Defendants paid Plaintiff and the California Class
4 Members the hourly rate promised for all hours worked;
- 5 v. Whether Defendants paid Plaintiff and the California Class
6 Members all overtime owed;
- 7 vi. Whether Defendants gave Plaintiff and the California Class
8 Members mandatory rest breaks in accordance with California
9 law;
- 10 vii. Whether Defendants gave Plaintiff and the California Class
11 Members statutorily required meal breaks in accordance with
12 California Law;
- 13 viii. Whether Defendants paid Plaintiff and the California Class
14 Members premium pay when Plaintiff and/or the California Class
15 Members did not receive rest or meal breaks in accordance with
16 California law;
- 17 ix. Whether Defendants failed to properly record and keep adequate
18 records of all of the hours worked by Plaintiff and California
19 Class Members, and whether Defendants provided a proper
20 itemized statement of wages earned and hours worked, as
21 required under state law;
- 22 x. Whether Defendants paid all wages due when Plaintiff and/or
23 California Class Members quit or were discharged within the time
24 required;
- 25 xi. Whether Plaintiff and the Class Members are entitled to waiting
26 time penalties pursuant to California Labor Code Section 203.
- 27 c. Typicality: Plaintiff's claims, as well as Defendants' defenses to such
28 claims, are typical of the claims and defenses of the putative class.

1 Plaintiff and the California Class Members all sustained damages arising
2 of the Defendants' common practices of not paying its hourly employees
3 all of their minimum wages, overtime and/or doubled time compensation
4 for all hours worked, not paying an additional hour of pay for each meal
5 period not provided, wrongfully and illegally deducting cash received
6 from wages, and failing to accurately record all hours worked and
7 appropriate rates of pay. Plaintiff has the same or substantially similar
8 claims as California Class Members.

- 9 d. Adequacy. Plaintiff is an adequate representative of the class in that his
10 claims are typical of each California Class Member and he has no
11 interests antagonistic to or in conflict with the interests of other
12 California Class Members. Plaintiff is qualified to and will, fairly and
13 adequately protect the interest of each California Class Member.
14 Moreover, to represent his interests and the interests of the proposed
15 class(es), Plaintiff has retained counsel experienced in nationwide and
16 statewide wage and hour class action litigation.
- 17 e. Superiority: Class action adjudication is superior to other available
18 methods because a class action will achieve economies of time, effort,
19 and expense as compared to separate lawsuits, and avoid inconsistent
20 outcomes, because the same issues can be adjudicated in the same
21 manner for the entire class. Plaintiff is currently unaware of any
22 pending litigation commenced by any other class member involving the
23 same issues in this Complaint. Further, it is desirable to concentrate the
24 litigation of such claims in this forum, and there are no difficulties likely
25 to be encountered in the management of the class action.
- 26 f. Public Policy Consideration: Employers throughout the state violate
27 wage and hour laws every day. Current employees are often afraid to
28 assert their rights out of fear of direct or indirect retaliation. Former

employees are fearful of bringing actions because they perceive that their former employers can damage their future endeavors through negative references and other means. Class actions provide the class members who are not named in the complaint with a type of anonymity that allows for the vindication of their rights.

19. This action is also maintainable as a class because filing separate actions may result in varying or contradictory adjudications, thus establishing incompatible standards of conduct for Defendants. Further, Plaintiff is informed and believes, and thereon alleges, that Defendants acted, or failed to act, on grounds that generally affected the entire class as a whole. Moreover, the damages suffered by individual class members are small by comparison to the cost and expense of individual prosecution of the action. Filing as a class will also obviate the need for duplicative litigation, and thus, is the most efficient and cost effective means by which to adjudicate these claims.
20. Plaintiff requests that absent class members be notified by the best notice practicable under the circumstances, including individual notice to all members who can be identified through reasonable effort.

Private Attorney General Act Allegations

21. Plaintiff is an aggrieved employee who has suffered one or more violations of the **Labor Code** as set forth herein. Pursuant to **Labor Code** §2699 (g), Plaintiff brings this action in a representative capacity for all employees suffering **Labor Code** violations by Global.

STATEMENT OF FACTS

22. Defendant Global provides transportation through contracts with Access Services, Inc. which is in turn contracted through the Los Angeles MTA. Global is a privately held corporation, organized under the laws of the State of California. Under contract with Access Services, Inc. (a disability transit provider) Global picks up and drops off disabled individuals using vehicles

driven by Global employees.

23. The passengers pay their fares directly to the Global Drivers such as Plaintiff.

24. The passengers may pay the fare with cash, coupons, Access tokens or a credit card.

25. Drivers generally work an eight-to-ten hour shift. The shift beginning and end are generally scheduled ahead of time, but the stops are scheduled by Global dispatchers according to the needs of Global. Global requires that Drivers stay with their vehicle unless relieved by Global. One of the conditions of the relief is that the vehicle must be completely unloaded (i.e., free of passengers).

26. Drivers are also not allowed to take bathroom breaks, except as part of a Global schedule. Drivers are told only to take bathroom breaks when the vehicle is clear of passengers. Bathrooms are not readily available to the public in most cases, making it difficult to locate a bathroom at times.

The Cash Receipt and Deduction Scheme

27. As a general policy, Global instructs the Drivers that each Driver is responsible for the exact fare due, whether the Driver receives it or not. Global can audit the trip sheet based on Global dispatch records to determine whether the fare is paid in cash, MTA tokens, credit cards and/or Access coupon.

a. The passengers pay in a variety of ways including MTA tokens, credit cards, Access coupons and cash.

b. The Drivers note the passengers and payment on a trip sheet. The trip sheet and whatever payment was received – except cash – are turned in to Global in a blind drop. Global then audits the trip sheet and the payment received.

c. Global then credits the Driver with payments received by Global (approved credit cards, tokens and coupons turned in by the Driver).

d. Global debits the cash fares supposedly received by the Driver against the Driver's wages, along with any coupons and/or tokens that should

have been received but are not turned in by the Driver.

28. Credit Cards.

- a. First, credit card charges are sometimes not accurately transacted by the credit card company. The Drivers will process the credit cards immediately using wireless transceivers. Generally the credit cards will process, and the Driver will receive a confirmation code if approved.
- b. Sometimes, the credit card is not processed by the credit card company. In those cases where the credit card is declined, the Driver is instructed to call dispatch, which may give authority to allow the passenger to ride for free regardless.
- c. In other cases, the credit card may not be declined, but a confirmation code is not transmitted. In those cases, dispatch sometimes does not respond to notification, and the Driver is left with doubt regarding whether the fare has been paid. If the credit card is not authorized, but the passenger has received passage, the Driver's wages will be debited by the amount of the fare not received.

Off the Book Hours

29. Often times the passengers will pay the cash fare with various types of change. It is not uncommon for a Driver to receive the cash fare all in dimes and nickels, and it is not unusual to be paid in pennies. It is left to the Driver to count the cash on his or her own time.

30. In addition, at least twice a month, Mr. Brough would clock out and thereafter be approached by his supervisors regarding some element of his work day. This off-the-clock supervision oftentimes take an additional 10 to 20 minutes. Mr. Brough worked Saturday through Wednesday, approximately 8 hours a day, plus overtime. His work week began at 4:15 a.m. and typically ended at 12:45 p.m.

The Wage Statements Are Inaccurate

31. Up until the past year, the cash received by the Drivers was listed on the wage statement as “cash o/s.” During the past year, Global began listing cash as a “cash advance” on the wage statement.
32. The wage statement designation of “cash o/s” and “cash advance” also includes any credit card receipts, tokens or coupons Global claims were owed by the Drivers for fares but not turned in by the Drivers.
33. As a result, the Drivers’ wages will have taxes withheld for amounts the Drivers should have received as cash fares, or credit cards unprocessed, or tokens or coupons not turned in.
34. The Driver, however, has no way to audit Global’s claims. There is no audit or explanation of the amounts Global deducts from the Drivers wages as cash advance or cash o/s provided with the wage statement.
35. In addition, Drivers are encouraged to take their wage statements on-line. These online wage statements are referred to as e-stubs. If the Driver receives a hard-copy of the wage statement, the Driver must sign a waiver stating that they had not received any injuries during their shift. Global would not release the check or wage statement without this. This was done off the clock.
36. Moreover, because Plaintiff and other Drivers are not paid for certain off the books hours, their actual hours worked and correct rates of pay for all such hours, are not properly recorded.

Rest and Meal Breaks

37. At least once a week, Mr. Brough was ordered by dispatch to take a lunch within two (2) hours of his start time. In addition, at least three times a week, Mr. Brough was not scheduled a time to take a rest break during his shift and thus did not take a break.

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FIRST CAUSE OF ACTION

Failure to Pay Wages – Improper Deductions

(Labor Code §§221, 223 and 300)

(Against Global and Does 1 through 5)

38. Plaintiff reasserts and realleges paragraphs 1 through 37, inclusive, as though fully set forth and incorporates said paragraphs herein by reference.
39. Labor Code §221 provides as follows: 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. This provision, when read in relation to Labor Code §§223 and 224 prohibit an employer from deducting any amounts from an employee's wages, except for statutorily mandated amounts (eg., tax withholdings), or insurance premiums, hospital or medical dues.
40. Similarly, Labor Code §300 requires that prior to withholding any other amount from the wages of an employee, the employer must satisfy the attachment requirements, including but not limited to entering into a separate written agreement which identifies the specific transaction to which the attachment responds; if assignment is made by a married person, written consent of spouse is required; and/or assignment must be notarized and accompanied by an itemized statement of amount due. Defendants did not meet these requirements.
41. Defendants violate these Labor Code sections by deducting the cash fares – as Global calculates the fare – directly from the Drivers' wages. In addition, Global also deducts any other fare that Global believes should have been collected but for which Global does not have an accounting of the actual fares collected.
42. By doing so, Global wrongfully deducts amounts from the Drivers' wages in violation of the California Labor Code.
43. In addition, Global makes the employee an insurer of its business losses,

1 guaranteeing the receipt of all fares regardless of whether the fare was
2 received or was inaccurately accounted for, irrespective of employee fault.

3 44. Plaintiff and California Class Members have been damaged by these
4 practices, and are entitled to the recovery of all amounts deducted and an
5 award of costs and reasonable attorney fees.

6
7 **SECOND CAUSE OF ACTION**

8 **Failure to Pay Employee Expenses**

9 **(Labor Code §2802)**

10 **(Against Global and Does 1 through 5)**

11 45. Plaintiff reasserts and realleges paragraphs 1 through 44, inclusive, as
12 though fully set forth and incorporates said paragraphs herein by reference.

13 46. The Defendants' conduct, as described in this Complaint, violates the
14 provisions of California Labor Code §2802 which provides that "An
15 employer shall indemnify his or her employee for all necessary expenditures
16 or losses incurred by the employee in direct consequence of the discharge of
17 his or her duties, or of his or her obedience to the directions of the
18 employer, even though unlawful, unless the employee, at the time of
19 obeying the directions, believed them to be unlawful.."

20 47. At all times herein set forth, Plaintiff incurred certain necessary
21 expenditures and or losses in the direct consequence of his duties. Such
22 necessary expenditures and or losses included but were not limited to those
23 fares and taxes for such amounts improperly deducted the Plaintiff's wages.

24 48. By making these deductions and otherwise failing to pay Plaintiff for all
25 such expenditures and or losses, Defendants violated Labor Code §2802.

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THIRD CAUSE OF ACTION

Failure to Provide Statutorily Mandated Breaks

(Labor Code §§226.7 and 512)

(Against Global and Does 1 through 5)

49. Plaintiff reasserts and realleges paragraphs 1 through 48, inclusive, as though fully set forth and incorporates said paragraphs herein by reference.
50. The Defendants' conduct, as described in this Complaint, violates the provisions of California Labor Code §226.7 which provides that "No employer shall require any employee to work during any meal or rest period mandated by an applicable order of the Industrial Welfare Commission."
51. At all times herein set forth, the IWC Wage Order applicable to Plaintiff's employment by Global, provides that no employer shall employ any person for a work period of more than five (5) hours without a meal period of not less than 30 minutes, except that when a work period of not more than six (6) hours will complete the day's work. If an employer fails to provide an employee a meal period, the employer shall pay the employee one hour of pay for each instance that the meal period is not provided.
52. At all times herein set forth, the IWC Wage Order applicable to Plaintiffs's employment by Global, also provides that every employer shall permit and authorize each employee to take rest periods of ten (10) minutes net rest time per four (4) hours worked or major fraction thereof. If an employer fails to provide an employee a rest period, the employer shall pay the employee one hour of pay for each instance that the rest period is not provided.
53. By not permitting Plaintiff to take an uninterrupted thirty (30) minute meal period on each day they worked six (6) hours or more and as prescribed by California law, and/or not providing ten (10) minute rest periods, Global's conduct, as described in this Complaint, violates the provisions of

California Labor Code §226.7 and §512.

54. Therefore, Plaintiff and other California Class Members are entitled to recover from Global one hour of pay at their regular rate of compensation for each instance that their meal periods were not provided, and/or their rest periods were not provided, in accordance with California Labor Code § 226.7(b), and an award of costs and reasonable attorney fees.

FOURTH CAUSE OF ACTION

For Inaccurate Records

(Labor Code §§226 and 2810.5)

(Against Global and Does 1 through 5)

55. Plaintiff reasserts and realleges paragraphs 1 through 54, inclusive, as though fully set forth and incorporates said paragraphs herein by reference.

56. Defendants either recklessly or knowingly and intentionally failed to make, keep, preserve and provide true, accurate, and complete itemized records indicating the proper rates of pay for each and every hour worked by Plaintiff and California Class Members on their pay stubs, all amounts comprising individual deductions or any changes in their conditions of employment as required by Cal. Labor Code section 2810.5.

57. Therefore, Plaintiff and California Class Members are entitled to recover from Global the greater of their actual damages caused by its failure to comply with California Labor Code § 226(a) or an aggregate penalty not exceeding four thousand dollars (\$4000), and an award of costs and reasonable attorney's fees pursuant to Labor Code § 226(e).

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FIFTH CAUSE OF ACTION

Failure to Pay Overtime

(Labor Code §§ 1198 and 510)

(As Against Defendant GLOBAL and DOES 1 - 10)

58. Plaintiff reasserts and realleges paragraphs 1 through 57, inclusive, as though fully set forth and incorporates said paragraphs herein by reference.
59. The Defendant Global's conduct, as described in this Complaint, violates the provisions of California Labor Code § 1198, which provides that it is unlawful to employ persons for longer than the hours set by the Industrial Welfare Commission ("IWC").
60. At all times relevant to this Complaint, the IWC Wage Order applicable to Plaintiff's employment by Defendant Global provided that employees are entitled to payment at the rate of one and one-half their regular rate of pay for all hours worked in excess of eight (8) hours in a day, forty (40) hours in a workweek, and/or the first eight (8) hours in the seventh consecutive day of work. The applicable Wage Order also provides that all hours worked in excess of twelve (12) hours in a day, or in excess of eight (8) hours on the seventh consecutive day of work, must be paid at a rate of two times the regular rate of pay. Effective January 1, 2000, these rights to overtime compensation were codified in California Labor Code § 510.
61. During his employment by Defendant Global, Plaintiff frequently worked more than eight (8) hours a day and/or forty (40) hours per week, and/or twelve (12) hours in a day, and or seven (7) consecutive days in a week. Despite these hours worked, Defendant Global willfully, in bad faith, and in knowing violation of the California Labor Code, failed and refused to pay Plaintiff all of his overtime and/or double time compensation owed.
62. Defendant Global maintained a pervasive and widespread system whereby it was left to the Driver to count the cash received throughout the day on his

1 or her own time. In addition, at least twice a month, Plaintiff would clock
2 out and thereafter be approached by his supervisors regarding some element
3 of his work day. This off-the-clock supervision oftentimes take an
4 additional 10 to 20 minutes. Defendant Global knowingly accepted the
5 benefits of Plaintiff's labor without providing him with his lawful overtime
6 and/or double time compensation.

7 63. Defendant Global's failure to pay Plaintiff the unpaid balance of overtime
8 and/or double time compensation violates the provisions of Labor Code §
9 1198 and is therefore unlawful.

10 64. Therefore, pursuant to California Labor Code § 1194, Plaintiff and
11 California Class Members are entitled to recover their unpaid overtime
12 and/or double time compensation in an amount according to proof, plus
13 interest, attorney fees and costs.
14

15 **SIXTH CAUSE OF ACTION**

16 **Failure to Pay Minimum Wage**

17 **(Labor Code § 1197)**

18 **(As Against Defendant Global and DOES 1 - 10)**

19 65. Plaintiff reasserts and realleges paragraphs 1 through 64, inclusive, as though
20 fully set forth and incorporates said paragraphs herein by reference.

21 66. Defendant Global's conduct described in this Complaint violates the provisions
22 of California Labor Code § 1197 which provides that the payment of a wage
23 less than the minimum so fixed is unlawful.

24 67. By maintaining a system whereby it was left to the Driver to count the cash
25 received throughout the day on his or her own time and engaging in off the
26 clock supervision, Defendant Global failed to compensate Plaintiff for all of
27 his minimum wages due for any such periods of time.

28 68. Although Defendant Global has been apprised of the law regarding the

1 payment of minimum wage within the state of California, Defendant Global
2 refused to pay Plaintiff his minimum wages due.

- 3 69. Defendant Global has failed, and continues to fail, to pay Plaintiff and
4 California Class Members with all of their minimum wages due. Therefore,
5 Plaintiff and California Class Members are entitled to recover the unpaid
6 balance of minimum wage compensation Defendant Global owes, plus interest
7 on that amount, liquidated damages, reasonable attorney's fees, and costs of
8 this suit pursuant to California Labor Code § 1194(a) and § 1194.2.

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10 **SEVENTH CAUSE OF ACTION**

11 **Failure to Pay All Wages Due at Termination**

12 **(Labor Code §§ 201, 202 and 203)**

13 **(Against Defendant Global and Does 1 through 5)**

- 14 70. Plaintiff reasserts and realleges paragraphs 1 through 69, inclusive, as
15 though fully set forth and incorporates said paragraphs herein by reference.
- 16 71. Defendants' conduct, as described in this Complaint, violates the provisions
17 of California Labor Code § 203 which provides that "If an employer
18 willfully fails to pay, without abatement or reduction, in accordance with
19 Sections 201, 201.5, 202, and 205.5, any wages of an employee who is
20 discharged or who quits, the wages of the employee shall continue as a
21 penalty from the due date thereof at the same rate until paid or until an
22 action therefore is commenced; but the wages shall not continue for more
23 than 30 days Suit may be filed for these penalties at any time before
24 the expiration of the statute of limitations on an action for the wages from
25 which the penalties arise."
- 26 72. Defendant Global's failure to pay Plaintiff and/or any California Class
27 Members any of their wages due at the time of discharge, or within seventy-
28 two (72) hours of their leaving Global's employ, violated California Labor

Code Section 201 and/or Section 202.

73. Therefore, Plaintiff and/or any California Class Members who are no longer employed by Global are entitled to recover from Global the statutory penalty for each day that they were not paid at their regular rate of pay up to a thirty (30) day maximum pursuant to California Labor Code § 203.

EIGHTH CAUSE OF ACTION

Unfair Business Practices

(Violation of California Business and Professions Code Section 17200 et seq.)

(Against Defendant Global and Does 1 through 5)

74. Plaintiff reasserts and realleges paragraphs 1 through 74, inclusive, as though fully set forth and incorporates said paragraphs herein by reference.

75. Plaintiff brings this cause of action on behalf of all current and former employees that worked as a “Drivers” or in a substantially similar position under a different title, at any Global location within the state of California and who were the subject of illegal deductions and/or who were not paid all wages due, overtime, double time and/or minimum wage compensation for all of their applicable hours worked, and/or were not paid an additional hour of work for each meal and/or rest period not provided within the four-year period prior to the filing of this Complaint through the final disposition of this action.

76. Defendant Global’s failure to pay the legally mandated wages as discussed above in violation of California law constitutes an unlawful business act and practice in violation of Business and Professions Code §17200 *et seq.*

77. Pursuant to Business and Professions Code Section 17200 *et seq.*, Plaintiff and California Class Members employed by Global are entitled to restitution of their uncompensated wages and damages which have been withheld and retained by Defendants during a period that commences four years prior to

the filing of this action; an award of attorney fees pursuant to Code of Civil Procedure § 1021.5 and other applicable law; and costs.

NINTH CAUSE OF ACTION

Private Attorneys General Act

(Civil Penalties Pursuant to Labor Code §2698 et seq.)

(Against all Defendants)

78. Plaintiff reasserts and realleges paragraphs 1 through 77, inclusive, as though fully set forth and incorporates said paragraphs herein by reference.
79. Plaintiff files this cause of action as a representative action on behalf of himself and all other current and/or former employees who worked for Global as a "Driver."
80. Defendants promised to pay the Drivers a set hourly rate; however, by wrongfully making the deductions from the Drivers' wages, as set forth above, the Defendants actually and secretly paid a rate less than promised, and thus violated Labor Code §223.
81. In addition to the Cal. Labor Code violations discussed above, Defendants failed to pay Plaintiff and all Drivers all wages due on the required payday, pursuant to Labor Code §204.
82. As a result of the acts alleged above, Plaintiff seeks penalties, including wages, under California Labor Code §§210, 225.5, 226.3, 256, 558, 1197.1, 2698 and 2699 stemming from Defendants' violation of Labor Code §§201, 202, 203, 204, 221, 223, 226(a), 245, 300, 510, 512, 1197, 1194, 1198, 2810.5 and the California Wage Order.
83. Pursuant to California Labor Code Section 2699(i), and with the exception of underpaid wages paid as penalties, the penalties sought will be allocated 75% to the California Labor Development Workforce Agency ("LWDA"), and 25% to the affected employees.

84. Pursuant to California Labor Code § 2699(g)(1), Plaintiff and California Class Members are also entitled to recover attorney fees and costs incurred in this action.

85. PAGA permits an "aggrieved employee" to bring a lawsuit on behalf of himself or herself and other current and former employees to address an employer's violations of the California Labor Code. Plaintiff is an aggrieved employee, in that he was employed by Global, was not paid minimum wage for each and every hour worked, was not paid overtime for all overtime hours worked, was not provided with all of his meal and/or rest breaks in accordance with California law, did not receive conforming pay stubs and/or employment notices, and had wages unlawfully deducted.

86. On February 13, 2016, Plaintiff sent a certified letter to the LWDA and Defendants as prescribed by the Code. Plaintiff has not received a letter from the LWDA indicating that it intends to investigate the alleged Labor Code violations. Therefore, under Labor Code §2699.3(a)(2)(A), Plaintiff may proceed and file a complaint for penalties pursuant to Labor Code Section 2699 since, where no letter is received within 33 calendar days, Plaintiff is entitled to commence a civil action as though the LWDA had chosen not to investigate per section 2699.3(a)(2)(A).

PRAYER FOR RELIEF

Certification

1. That this action be certified as a class pursuant to Cal. Code Civ. Proc. section 382;
2. That Plaintiff be appointed as the representatives of the California Class; and
3. That Counsel for Plaintiffs be appointed as Counsel for the California Class.

WHEREFORE, Plaintiffs and California Class Members pray for relief

1 against Defendant Global as follows:

2 As to the First Cause of Action

- 3 1. For all amounts wrongfully deducted from Plaintiff and the Drivers's
4 wages;
5 2. For pre-judgment interest on any unpaid wages due from the day such
6 amounts were due;
7 3. For reasonable attorney's fees;
8 4. For costs of suit incurred herein; and
9 5. For such other and further relief as the Court may deem appropriate.

10 As to the Second Cause of Action

- 11 1. For all actual, consequential, and incidental expenditures, losses and damages,
12 according to proof;
13 2. For reasonable attorney's fees;
14 3. For costs of suit incurred herein; and
15 4. For such other and further relief as the Court may deem appropriate.

16 As to the Third Cause of Action

- 17 1. For all actual, consequential, and incidental losses and damages, according to
18 proof;
19 2. For statutory damages pursuant to California Labor Code § 226.7(c);
20 3. For reasonable attorney's fees;
21 4. For costs of suit incurred herein; and
22 5. For such other and further relief as the Court may deem appropriate.

23
24 As to the Fourth Cause of Action

- 25 1. For all actual, consequential, and incidental losses and damages, according
26 to proof;
27 2. For statutory damages pursuant to California Labor Code § 226(e)
28 3. For reasonable attorney's fees;

4. For costs of suit incurred herein; and
5. For such other and further relief as the Court may deem appropriate.

As to the Fifth Cause of Action

1. For general unpaid wages at overtime rates and such general and special damages as may be appropriate;
2. For pre-judgment interest on any unpaid overtime compensation due from the day such amounts were due
3. For reasonable attorney's fees pursuant to California Labor Code §1194(a)
4. For costs of suit incurred herein; and
5. For such other and further relief as the Court may deem appropriate.

As to the Sixth Cause of Action

1. For general unpaid wages at minimum wage rates, and such general and special damages as may be appropriate;
2. For pre-judgment interest on any unpaid minimum wage compensation due from the day such amounts were due;
3. For reasonable attorney's fees pursuant to California Labor Code § 1194(a);
4. For liquidated damages pursuant to California Labor Code § 1194.2(a) in an amount equal to the minimum wages unpaid and interest on that amount;
5. For costs of suit incurred herein; and
6. For such other and further relief as the Court may deem appropriate.

As to the Seventh Cause of Action

1. For all actual, consequential, and incidental losses and damages, according to proof;
2. For statutory penalties pursuant to California Labor Code § 203;
3. For reasonable attorney's fees;
4. For costs of suit incurred herein; and
5. For such other and further relief as the Court may deem appropriate.

As to the Eighth Cause of Action

1. For all actual, consequential, and incidental losses and damages, according to proof;
2. For restitution of wages and accrued interest to all Class Members employed by Defendant in California;
3. For reasonable attorneys fees, pursuant to Code of Civil Procedure § 1021.5;
4. For costs of suit incurred herein; and
5. For such other and further relief as the Court may deem appropriate.

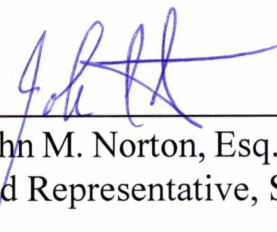
WHEREFORE, Plaintiff prays for relief against Defendants, jointly and severally, as follows:

As to the Ninth Cause of Action

1. For statutory penalties including wages pursuant to California Labor Code §§210, 225.5, 226.3, 256, 558, 1197.1, 2698 and 2699
2. For reasonable attorney's fees;
3. For costs of suit incurred herein; and
4. For such other and further relief as the Court may deem appropriate.

DATED: 4/6/2016

MATTHEW NORTON & ASSOCIATES

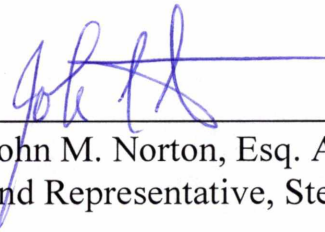
BY: 

John M. Norton, Esq. Attorney for Individual
and Representative, Steven Brough

PLAINTIFF, Steven Brough herein requests that this matter be heard by a jury.

DATED: 4/6/2016

MATTHEW NORTON & ASSOCIATES

BY: 

John M. Norton, Esq. Attorney for Individual
and Representative, Steven Brough