

SUMMONS
(CITACION JUDICIAL)

NOTICE TO DEFENDANT:
(AVISO AL DEMANDADO):

CALIFORNIA TRUCK DRIVING ACADEMY, LLC, a California
limited liability company, and DOES 1-50, Inclusive

YOU ARE BEING SUED BY PLAINTIFF:

(LO ESTÁ DEMANDANDO EL DEMANDANTE):

JACQUELINE MEZA and ALEJANDRA SALINAS-PALAFIX,
individuals, on behalf of themselves, and on behalf of all persons
similarly situated,

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site (www.lawhelpcalifornia.org), the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), or by contacting your local court or county bar association.

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California (www.courtinfo.ca.gov/selfhelp/espanol/), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, (www.lawhelpcalifornia.org), en el Centro de Ayuda de las Cortes de California, (www.courtinfo.ca.gov/selfhelp/espanol/) o poniéndose en contacto con la corte o el colegio de abogados locales.

The name and address of the court is:

(El nombre y dirección de la corte es):

Los Angeles Superior Court - Stanley Mosk Courthouse
111 North Hill Street
Los Angeles, CA 90012

CASE NUMBER: **22STCV24092**
(Número del Caso):

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:

(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):

Shani O. Zakay, Esq. SBN:277924 Tel: (619) 255-9047 Fax: (858) 404-9203
Zakay Law Group, APLC - 5440 Morehouse Drive, Suite 3600, San Diego, CA 92121

Sherri R. Carter Executive Officer / Clerk of Court

DATE: **07/26/2022**

(Fecha)

Clerk, by G. Carini, Deputy
(Secretario) (Adjunto)

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)

(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010)).

NOTICE TO THE PERSON SERVED: You are served

1. ☐ as an individual defendant.
2. ☐ as the person sued under the fictitious name of (specify):
3. ☐ on behalf of (specify):
under: ☐ CCP 416.10 (corporation) ☐ CCP 416.60 (minor)
☐ CCP 416.20 (defunct corporation) ☐ CCP 416.70 (conservatee)
☐ CCP 416.40 (association or partnership) ☐ CCP 416.90 (authorized person)
☐ other (specify):
4. ☐ by personal delivery on (date):

[SEAL]



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

JACQUELINE MEZA and ALEJANDRA
 SALINAS-PALAFOX, individuals, on behalf
 of themselves, and on behalf of all persons
 similarly situated,

Plaintiffs,

v.

CALIFORNIA TRUCK DRIVING
 ACADEMY, LLC, a California limited liability
 company, and DOES 1-50, Inclusive,

Defendants.

Case No: **22STCV24092**

CLASS ACTION COMPLAINT FOR:

- 1) UNFAIR COMPETITION IN VIOLATION OF CAL. BUS. & PROF. CODE §17200 *et seq*;
- 2) FAILURE TO PAY MINIMUM WAGES IN VIOLATION OF CAL. LAB. CODE §§ 1194, 1197 & 1197.1;
- 3) FAILURE TO PAY OVERTIME WAGES IN VIOLATION OF CAL. LAB. CODE §§ 510, *et seq*;
- 4) FAILURE TO PROVIDE REQUIRED MEAL PERIODS IN VIOLATION OF CAL. LAB. CODE §§ 226.7 & 512 AND THE APPLICABLE IWC WAGE ORDER;
- 5) FAILURE TO PROVIDE REQUIRED REST PERIODS IN VIOLATION OF CAL.

LAB. CODE §§ 226.7 & 512 AND THE APPLICABLE IWC WAGE ORDER;
6) FAILURE TO REIMBURSE EMPLOYEES FOR REQUIRED EXPENSES IN VIOLATION OF CAL. LAB. CODE § 2802;
7) FAILURE TO PROVIDE WAGES WHEN DUE IN VIOLATION OF CAL. LAB. CODE §§ 201, 202 AND 203;
8) FAILURE TO PROVIDE ACCURATE ITEMIZED STATEMENTS IN VIOLATION OF CAL. LAB. CODE § 226;
and
9) VIOLATION OF THE PRIVATE ATTORNEYS GENERAL ACT [LABOR CODE §§ 2698 ET SEQ.

DEMAND FOR A JURY TRIAL

PLAINTIFFS JACQUELINE MEZA and ALEJANDRA SALINAS-PALAFOX (“PLAINTIFF”), individuals, on behalf of themselves and all other similarly situated current and former employees, allege on information and belief, except for their own acts and knowledge which are based on personal knowledge, the following:

PRELIMINARY ALLEGATIONS

1. Defendant CALIFORNIA TRUCK DRIVING ACADEMY, LLC (“DEFENDANT”) is a California limited liability company that at all relevant times mentioned herein conducted and continues to conduct substantial and regular business throughout California.

2. DEFENDANT provides professional truck driver training and job placement assistance throughout the state of California, including the county of Los Angeles, where PLAINTIFFS worked.

3. PLAINTIFF Jacqueline Meza (“PLAINTIFF Meza”) was employed by DEFENDANT in California from July of 2020 to March of 2022 as a non-exempt employee, paid on an hourly basis, and entitled to the legally required meal and rest periods and payment of minimum and overtime wages due for all time worked.

4. PLAINTIFF Alejandra Salinas-Palafox (“PLAINTIFF Salinas”) was employed by DEFENDANT in California from November of 2020 to March of 2022 as a non-exempt

1 employee, paid on an hourly basis, and entitled to the legally required meal and rest periods and
2 payment of minimum and overtime wages due for all time worked.

3 5. PLAINTIFFS bring this Class Action on behalf of themselves and a California
4 class, defined as all persons who are or previously were employed by DEFENDANT in California
5 and classified as non-exempt employees (the "CALIFORNIA CLASS") at any time during the
6 period beginning four (4) years prior to the filing of this Complaint and ending on the date as
7 determined by the Court (the "CLASS PERIOD"). The amount in controversy for the aggregate
8 claim of the CALIFORNIA CLASS Members is under five million dollars (\$5,000,000.00).

9 6. PLAINTIFFS bring this Class Action on behalf of themselves and a
10 CALIFORNIA CLASS in order to fully compensate the CALIFORNIA CLASS for their losses
11 incurred during the CLASS PERIOD caused by DEFENDANT's uniform policy and practice
12 which failed to lawfully compensate these employees. DEFENDANT's uniform policy and
13 practice alleged herein was an unlawful, unfair, and deceptive business practice whereby
14 DEFENDANT retained and continues to retain wages due PLAINTIFFS and the other members
15 of the CALIFORNIA CLASS. PLAINTIFFS and the other members of the CALIFORNIA
16 CLASS seek an injunction enjoining such conduct by DEFENDANT in the future, relief for the
17 named PLAINTIFFS and the other members of the CALIFORNIA CLASS who have been
18 economically injured by DEFENDANT's past and current unlawful conduct, and all other
19 appropriate legal and equitable relief.

20 7. The true names and capacities, whether individual, corporate, subsidiary,
21 partnership, associate or otherwise of DEFENDANTS DOES 1 through 50, inclusive, are
22 presently unknown to PLAINTIFFS who therefore sues these DEFENDANTS by such fictitious
23 names pursuant to Cal. Civ. Proc. Code § 474. PLAINTIFFS will seek leave to amend this
24 Complaint to allege the true names and capacities of Does 1 through 50, inclusive, when they are
25 ascertained. PLAINTIFFS is informed and believes, and based upon that information and belief
26 alleges, that the DEFENDANTS named in this Complaint, including DOES 1 through 50,
27 inclusive, are responsible in some manner for one or more of the events and happenings that
28 proximately caused the injuries and damages hereinafter alleged.

1 8. The agents, servants and/or employees of the Defendants and each of them acting
2 on behalf of the Defendants acted within the course and scope of his, her or its authority as the
3 agent, servant and/or employee of the Defendants, and personally participated in the conduct
4 alleged herein on behalf of the Defendants with respect to the conduct alleged herein.
5 Consequently, the acts of each Defendant are legally attributable to the other Defendants and all
6 Defendants are jointly and severally liable to PLAINTIFFS and the other members of the
7 CALIFORNIA CLASS, for the loss sustained as a proximate result of the conduct of the
8 Defendants' agents, servants and/or employees.

9 9. DEFENDANTS were PLAINTIFFS' employers or persons acting on behalf of the
10 PLAINTIFFS' employer, within the meaning of California Labor Code § 558, who violated or
11 caused to be violated, a section of Part 2, Chapter 1 of the California Labor Code or any provision
12 regulating hours and days of work in any order of the Industrial Welfare Commission and, as
13 such, are subject to civil penalties for each underpaid employee, as set forth in Labor Code § 558,
14 at all relevant times.

15 10. DEFENDANTS were PLAINTIFFS' employers or persons acting on behalf of
16 PLAINTIFFS' employer either individually or as an officer, agent, or employee of another person,
17 within the meaning of California Labor Code § 1197.1, who paid or caused to be paid to any
18 employee a wage less than the minimum fixed by California state law, and as such, are subject to
19 civil penalties for each underpaid employee.

20 11. DEFENDANT's uniform policies and practices alleged herein were unlawful,
21 unfair, and deceptive business practices whereby DEFENDANT retained and continue to retain
22 wages due to PLAINTIFFS and other members of the CALIFORNIA CLASS.

23 12. PLAINTIFFS and other members of the CALIFORNIA CLASS seek an injunction
24 enjoining such conduct by DEFENDANT in the future, relief for the named PLAINTIFFS and
25 other members of the CALIFORNIA CLASS who has been economically injured by
26 DEFENDANT's past and current unlawful conduct, and all other appropriate legal and equitable
27 relief.

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1 CALIFORNIA CLASS against DEFENDANT, the CLASS PERIOD should be adjusted
2 accordingly.

3 **A. Meal Period Violations**

4 16. Pursuant to the Industrial Welfare Commission Wage Orders, DEFENDANT was
5 required to pay PLAINTIFFS and CALIFORNIA CLASS Members for all their time worked,
6 meaning the time during which an employee is subject to the control of an employer, including
7 all the time the employee is suffered or permitted to work. From time to time during the CLASS
8 PERIOD, DEFENDANT required PLAINTIFFS and CALIFORNIA CLASS Members to work
9 without paying them for all the time they were under DEFENDANT's control. Specifically,
10 DEFENDANT required PLAINTIFFS to work while clocked out during what was supposed to
11 be PLAINTIFFS's off-duty meal break. Indeed, there were many days where PLAINTIFFS did
12 not even receive a partial lunch. As a result, the PLAINTIFFS and other CALIFORNIA CLASS
13 Members forfeited minimum wage and overtime compensation by regularly working without their
14 time being accurately recorded and without compensation at the applicable minimum wage and
15 overtime rates. DEFENDANT's uniform policy and practice not to pay PLAINTIFFS and other
16 CALIFORNIA CLASS Members for all time worked is evidenced by DEFENDANT's business
17 records.

18 17. From time to time during the CLASS PERIOD, as a result of their rigorous work
19 schedules and DEFENDANT's inadequate staffing practices, PLAINTIFFS and other
20 CALIFORNIA CLASS Members are from time to time unable to take thirty (30) minute off duty
21 meal breaks and were not fully relieved of duty for their meal periods. PLAINTIFFS and other
22 CALIFORNIA CLASS Members are required to perform work as ordered by DEFENDANT for
23 more than five (5) hours during some shifts without receiving a meal break. Further,
24 DEFENDANT fails to provide PLAINTIFFS and CALIFORNIA CLASS Members with a second
25 off-duty meal period for some workdays in which these employees are required by DEFENDANT
26 to work ten (10) hours of work. The nature of the work performed by PLAINTIFFS and other
27 CALIFORNIA CLASS Members does not qualify for the limited and narrowly construed "on-
28 duty" meal period exception. When they were provided with meal periods, PLAINTIFFS and

1 other CALIFORNIA CLASS Members were, from time to time, required to remain on duty and
2 on call. DEFENDANT's failure to provide PLAINTIFFS and the CALIFORNIA CLASS
3 Members with legally required meal breaks is evidenced by DEFENDANT's business records.
4 PLAINTIFFS and other members of the CALIFORNIA CLASS therefore forfeit meal breaks
5 without additional compensation and in accordance with DEFENDANT's strict corporate policy
6 and practice.

7 **B. Rest Period Violations**

8 18. From time to time during the CLASS PERIOD, PLAINTIFFS and other
9 CALIFORNIA CLASS Members were also required to work in excess of four (4) hours without
10 being provided ten (10) minute rest periods as a result of their rigorous work requirements and
11 DEFENDANT's inadequate staffing. Further, for the same reasons, these employees were denied
12 their first rest periods of at least ten (10) minutes for some shifts worked of at least two (2) to four
13 (4) hours from time to time, a first and second rest period of at least ten (10) minutes for some
14 shifts worked of between six (6) and eight (8) hours from time to time, and a first, second and
15 third rest period of at least ten (10) minutes for some shifts worked of ten (10) hours or more from
16 time to time. When they were provided with rest breaks, PLAINTIFF and other CALIFORNIA
17 CLASS Members were, from time to time, required to remain on duty and/or on call.
18 PLAINTIFFS and other CALIFORNIA CLASS Members were also not provided with one-hour
19 wages *in lieu* thereof. As a result of their rigorous work schedules and DEFENDANT's inadequate
20 staffing, PLAINTIFFS and other CALIFORNIA CLASS Members were from time to time denied
21 their proper rest periods by DEFENDANT and DEFENDANT's managers.

22 **C. Unreimbursed Business Expenses**

23 19. DEFENDANT as a matter of corporate policy, practice, and procedure,
24 intentionally, knowingly, and systematically failed to reimburse and indemnify the PLAINTIFFS
25 and the other CALIFORNIA CLASS Members for required business expenses incurred by the
26 PLAINTIFFS and other CALIFORNIA CLASS Members in direct consequence of discharging
27 their duties on behalf of DEFENDANT. Under California Labor Code Section 2802, employers
28 are required to indemnify employees for all expenses incurred in the course and scope of their

1 employment. Cal. Lab. Code § 2802 expressly states that "an employer shall indemnify his or her
2 employee for all necessary expenditures or losses incurred by the employee in direct consequence
3 of the discharge of his or her duties, or of his or her obedience to the directions of the employer,
4 even though unlawful, unless the employee, at the time of obeying the directions, believed them
5 to be unlawful."

6 20. In the course of their employment, DEFENDANT required PLAINTIFFS and
7 other CALIFORNIA CLASS Members to use their own personal cellular phones and vehicles as
8 a result of and in furtherance of their job duties. Specifically, PLAINTIFFS and other
9 CALIFORNIA CLASS Members were required to use their own personal cellular phones and
10 vehicles to conduct work related business. However, DEFENDANT unlawfully failed to
11 reimburse PLAINTIFF and other CALIFORNIA CLASS Members for the use of their personal
12 cellular phones and personal vehicles. As a result, in the course of their employment with
13 DEFENDANT, the PLAINTIFFS and other CALIFORNIA CLASS Members incurred
14 unreimbursed business expenses that included, but were not limited to, costs related to the use of
15 their personal cellular phones and vehicles, all on behalf of and for the benefit of DEFENDANT.

16 **D. Wage Statement Violations**

17 21. California Labor Code Section 226 required an employer to furnish its employees
18 and accurate itemized wage statement in writing showing (1) gross wages earned, (2) total hours
19 worked, (3) the number of piece-rate units earned and any applicable piece-rate, (4) all deductions,
20 (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the
21 name of the employee and only the last four digits of the employee's social security number or an
22 employee identification number other than a social security number, (8) the name and address of
23 the legal entity that is the employer, and (9) all applicable hourly rates in effect during the pay
24 period and the corresponding number of hours worked at each hourly rate by the employee.

25 22. From time to time during the CLASS PERIOD, when PLAINTIFFS and other
26 CALIFORNIA CLASS Members missed meal and rest breaks, or were paid inaccurately for
27 missed meal and rest period premiums, or were not paid for all hours worked, DEFENDANT also
28 failed to provide PLAINTIFFS and other CALIFORNIA CLASS Members with complete and

1 accurate wage statements which failed to show, among other things, all deductions, the total hours
2 worked and all applicable hourly rates in effect during the pay period and the corresponding
3 amount of time worked at each hourly rate, correct rates of pay for penalty payments or missed
4 meal and rest periods.

5 23. In addition to the foregoing, DEFENDANT, from time to time, failed to provide
6 PLAINTIFFS and the CALIFORNIA CLASS Members with wage statements that comply with
7 Cal. Lab. Code § 226.

8 24. As a result, DEFENDANT issued PLAINTIFFS and other members of the
9 CALIFORNIA CLASS with wage statements that violate Cal. Lab. Code § 226. Further,
10 DEFENDANT's violations are knowing and intentional, were not isolated due to an unintentional
11 payroll error due to clerical or inadvertent mistake.

12 **E. Off-the-Clock Work Resulting in Minimum Wage and Overtime Violations**

13 25. During the CLASS PERIOD, from time-to-time DEFENDANT failed and
14 continues to fail to accurately pay PLAINTIFFS and other members of the CALIFORNIA CLASS
15 for all hours worked.

16 26. During the CLASS PERIOD, from time-to-time DEFENDANT required
17 PLAINTIFFS and other members of the CALIFORNIA CLASS to perform pre-shift or post-shift
18 working. This resulted in PLAINTIFFS and other members of the CALIFORNIA CLASS to have
19 to work while off-the-clock.

20 27. DEFENDANT directed and directly benefited from the undercompensated off-the-
21 clock work performed by PLAINTIFF and the other CALIFORNIA CLASS Members.

22 28. DEFENDANT controlled the work schedules, duties, and protocols, applications,
23 assignments, and employment conditions of PLAINTIFFS and the other members of the
24 CALIFORNIA CLASS.

25 29. DEFENDANT was able to track the amount of time PLAINTIFFS and the other
26 members of the CALIFORNIA CLASS spent working; however, DEFENDANT failed to
27 document, track, or pay PLAINTIFFS and the other members of the CALIFORNIA CLASS all
28 wages earned and owed for all the work they performed.

1 30. PLAINTIFFS and the other members of the CALIFORNIA CLASS were non-
2 exempt employees, subject to the requirements of the California Labor Code.

3 31. DEFENDANT's policies and practices deprived PLAINTIFFS and the other
4 CALIFORNIA CLASS Members of all minimum regular, overtime, and double time wages owed
5 for the off-the-clock work activities. Because PLAINTIFFS and the other members of the
6 CALIFORNIA CLASS typically worked over forty (40) hours in a workweek, and more than
7 eight (8) hours per day, DEFENDANT's policies and practices also deprived them of overtime
8 pay.

9 32. DEFENDANT knew or should have known that PLAINTIFFS and the other
10 members of the CALIFORNIA CLASS off-the-clock work was compensable under the law.

11 33. As a result, PLAINTIFFS and the other members of the CALIFORNIA CLASS
12 forfeited wages due to them for all hours worked at DEFENDANT's direction, control, and
13 benefit for the time spent working while off-the-clock. DEFENDANT's uniform policy and
14 practice to not pay PLAINTIFF and the members of the CALIFORNIA CLASS wages for all
15 hours worked in accordance with applicable law is evidenced by DEFENDANT's business
16 records.

17 **F. Regular Rate Violation – Overtime, Double Time, Meal and Rest Period Premiums,**
18 **and Redeemed Sick Pay**

19 34. From time to time during the CLASS PERIOD, DEFENDANT failed and
20 continues to fail to accurately calculate and pay PLAINTIFF and the other CALIFORNIA CLASS
21 Members for their overtime and double time hours worked, meal and rest period premiums, and
22 redeemed sick pay. As a result, PLAINTIFFS and the other CALIFORNIA CLASS Members
23 forfeited wages due to them for working overtime without compensation at the correct overtime
24 and double time rates, meal and rest period premiums, and redeemed sick pay rates.
25 DEFENDANT's uniform policy and practice not to pay the CALIFORNIA CLASS Members at
26 the correct rate for all overtime and double time worked, meal and rest period premiums, and sick
27 pay in accordance with applicable law is evidenced by DEFENDANT's business records.

1 35. State law provides that employees must be paid overtime at one-and-one-half times
2 their “regular rate of pay.” PLAINTIFFS and other CALIFORNIA CLASS Members were
3 compensated at an hourly rate plus incentive pay that was tied to specific elements of an
4 employee’s performance.

5 36. The second component of PLAINTIFFS’ and other CALIFORNIA CLASS
6 Members’ compensation was DEFENDANTS’ non-discretionary incentive program that paid
7 PLAINTIFF and other CALIFORNIA CLASS Members incentive wages based on their
8 performance for DEFENDANTS. The non-discretionary bonus program provided all employees
9 paid on an hourly basis with bonus compensation when the employees met the various
10 performance goals set by DEFENDANTS.

11 37. However, from time to time, when calculating the regular rate of pay in those pay
12 periods where PLAINTIFFS and other CALIFORNIA CLASS Members worked overtime,
13 double time, paid meal and rest period premium payments, and/or redeemed sick pay, and earned
14 non-discretionary bonuses, DEFENDANTS failed to accurately include the non-discretionary
15 bonus compensation as part of the employee’s “regular rate of pay” and/or calculated all hours
16 worked rather than just all non-overtime hours worked. Management and supervisors described
17 the incentive/bonus program to potential and new employees as part of the compensation package.
18 As a matter of law, the incentive compensation received by PLAINTIFFS and other
19 CALIFORNIA CLASS Members must be included in the “regular rate of pay.” The failure to do
20 so has resulted in a systematic underpayment of overtime and double time compensation, meal
21 and rest period premium payments, and redeemed sick pay to PLAINTIFFS and other
22 CALIFORNIA CLASS Members by DEFENDANTS. Specifically, California Labor Code
23 Section 246 mandates that paid sick time for non-exempt employees shall be calculated in the
24 same manner as the regular rate of pay for the workweek in which the non-exempt employee uses
25 paid sick time, whether or not the employee actually works overtime in that workweek.
26 DEFENDANTS’ conduct, as articulated herein, by failing to include the incentive compensation
27 as part of the “regular rate of pay” for purposes of sick pay compensation was in violation of Cal.
28

1 Lab. Code § 246 the underpayment of which is recoverable under Cal. Lab. Code Sections 201,
2 202, 203, and/or 204.

3 38. In violation of the applicable sections of the California Labor Code and the
4 requirements of the Industrial Welfare Commission (“IWC”) Wage Order, DEFENDANT as a
5 matter of company policy, practice, and procedure, intentionally and knowingly failed to
6 compensate PLAINTIFFS and the other members of the CALIFORNIA CLASS at the correct
7 rate of pay for all overtime and double time worked, meal and rest period premiums, and redeemed
8 sick pay as required by California law which allowed DEFENDANT to illegally profit and gain
9 an unfair advantage over competitors who complied with the law. To the extent equitable tolling
10 operates to toll claims by the CALIFORNIA CLASS Members against DEFENDANT, the
11 CLASS PERIOD should be adjusted accordingly.

12 **G. Violations for Untimely Payment of Wages**

13 39. Pursuant to California Labor Code section 204, PLAINTIFF and the
14 CALIFORNIA CLASS members were entitled to timely payment of wages during their
15 employment. PLAINTIFF and the CALIFORNIA CLASS members, from time to time, did not
16 receive payment of all wages, including, but not limited to, overtime wages, minimum wages,
17 meal period premium wages, and rest period premium wages within permissible time period.

18 **H. Failure to Provide Personnel Files**

19 40. On March 14, 2022, PLAINTIFF Salinas caused a written request via certified
20 mail to be delivered to DEFENDANTS for PLAINTIFF Salinas’ personnel and employment
21 records, including but not limited to: (1) payroll records; (2) employment contracts; (3) itemized
22 pay stubs; and (4) PLAINTIFF Salinas’ complete employment file.

23 41. DEFENDANTS failed to provide and/or make available to PLAINTIFF Salinas
24 her personnel records, payroll records, employment contract, and entire employment file within
25 thirty (30) days of her request stated above. In fact, as of the date of filing of this complaint,
26 DEFENDANTS have still failed to pay PLAINTIFF Salinas the statutory penalty in the amount
27 of \$750. DEFENDANTS violated Cal. Lab. Code Section 1198.5 by failing to respond and
28 provide PLAINTIFF with her employment file. Section 1198.5 states that employees (and former

employees) have the right to inspect personnel records maintained by the employer “related to the employee’s performance or to any grievance concerning the employee.” Employers must allow inspection or copying within thirty (30) days of the request. PLAINTIFF is now entitled to and requests injunctive relief to obtain compliance with Cal. Lab. Code Section 1198.5, a statutory penalty, and an award of attorneys’ fees and costs for bringing this action.

42. Specifically, as to PLAINTIFFS, PLAINTIFFS were from time to time unable to take off duty meal and rest breaks and were not fully relieved of duty for their rest and meal periods. PLAINTIFFS were required to perform work as ordered by DEFENDANT for more than five (5) hours during a shift without receiving an off-duty meal break. Further, DEFENDANT failed to provide PLAINTIFF with a second off-duty meal period each workday in which he was required by DEFENDANT to work ten (10) hours of work. When DEFENDANT provided PLAINTIFFS with a rest break, they required PLAINTIFFS to remain on-duty and on-call for the rest break. DEFENDANT’S policy caused PLAINTIFFS to remain on-call and on-duty during what was supposed to be their off-duty meal periods. PLAINTIFFS therefore forfeited meal and rest breaks without additional compensation and in accordance with DEFENDANT’S strict corporate policy and practice. Moreover, DEFENDANT also provided PLAINTIFFS with paystubs that failed to comply with Cal. Lab. Code § 226. Further, DEFENDANT also failed to reimburse PLAINTIFFS for required business expenses related to the use of their personal cell phone and personal vehicle, on behalf of and in furtherance of their employment with DEFENDANT. Further, failed to provide and/or make available to PLAINTIFF Salinas her personnel records, payroll records, employment contracts, and entire employment file within (30) days of all her request on March 14, 2022. To date, DEFENDANT has not fully paid PLAINTIFFS the minimum, overtime and double time compensation still owed to them or any penalty wages owed to them under Cal. Lab. Code § 203. The amount in controversy for PLAINTIFFS individually does not exceed the sum or value of \$75,000.

CLASS ACTION ALLEGATIONS

43. PLAINTIFFS bring this Class Action on behalf of themselves, and a California class defined as all persons who are or previously were employed by DEFENDANT in California

1 and classified as non-exempt employees (the “CALIFORNIA CLASS”) at any time during the
2 period beginning four (4) years prior to the filing of this Complaint and ending on the date as
3 determined by the Court (the “CLASS PERIOD”).

4 44. PLAINTIFFS and the other CALIFORNIA CLASS Members have uniformly been
5 deprived of wages and penalties from unpaid wages earned and due, including but not limited to
6 unpaid minimum wages, unpaid overtime compensation, unpaid meal and rest period premiums,
7 illegal meal and rest period policies, failed to reimburse for business expenses, failed compensate
8 for off-the-clock work, failure to provide accurate itemized wage statements, failure to maintain
9 required records, and interest, statutory and civil penalties, attorney’s fees, costs, and expenses.

10 45. The members of the class are so numerous that joinder of all class members is
11 impractical.

12 46. Common questions of law and fact regarding DEFENDANT’s conduct, including
13 but not limited to, off-the-clock work, unpaid meal and rest period premiums, failure to accurately
14 calculate the regular rate of pay for overtime compensation, failure to accurately calculate the
15 regular rate of compensation for missed meal and rest period premiums, failing to provide legally
16 compliant meal and rest periods, failed to reimburse for business expenses, failure to provide
17 accurate itemized wage statements accurate, and failure to ensure they are paid at least minimum
18 wage and overtime, exist as to all members of the class and predominate over any questions
19 affecting solely any individual members of the class. Among the questions of law and fact
20 common to the class are:

- 21 a. Whether DEFENDANT maintained legally compliant meal period policies and
22 practices;
- 23 b. Whether DEFENDANT maintained legally compliant rest period policies and
24 practices;
- 25 c. Whether DEFENDANT failed to pay PLAINTIFF and the CALIFORNIA CLASS
26 Members accurate premium payments for missed meal and rest periods;
- 27 d. Whether DEFENDANT failed to pay PLAINTIFF and the CALIFORNIA CLASS
28 Members accurate overtime wages;

- e. Whether DEFENDANT failed to pay PLAINTIFF and the CALIFORNIA CLASS Members at least minimum wage for all hours worked;
- f. Whether DEFENDANT failed to compensate PLAINTIFF and the CALIFORNIA CLASS Members for required business expenses;
- g. Whether DEFENDANT issued legally compliant wage statements;
- h. Whether DEFENDANT committed an act of unfair competition by systematically failing to record and pay PLAINTIFF and the other members of the CALIFORNIA CLASS for all time worked;
- i. Whether DEFENDANT committed an act of unfair competition by systematically failing to record all meal and rest breaks missed by PLAINTIFF and other CALIFORNIA CLASS Members, even though DEFENDANT enjoyed the benefit of this work, required employees to perform this work and permits or suffers to permit this work;
- j. Whether DEFENDANT committed an act of unfair competition in violation of the UCL, by failing to provide the PLAINTIFF and the other members of the CALIFORNIA CLASS with the legally required meal and rest periods.

47. PLAINTIFFS are members of the CALIFORNIA CLASS and suffered damages as a result of DEFENDANT's conduct and actions alleged herein.

48. PLAINTIFFS' claims are typical of the claims of the CALIFORNIA CLASS, and PLAINTIFFS have the same interests as the other members of the class.

49. PLAINTIFFS will fairly and adequately represent and protect the interests of the CALIFORNIA CLASS Members.

50. PLAINTIFFS retained able class counsel with extensive experience in class action litigation.

51. Further, PLAINTIFFS' interests are coincident with, and not antagonistic to, the interest of the other CALIFORNIA CLASS Members.

52. There is a strong community of interest among PLAINTIFF and the members of the CALIFORNIA CLASS to, inter alia, ensure that the combined assets of DEFENDANT are

1 sufficient to adequately compensate the members of the CALIFORNIA CLASS for the injuries
2 sustained.

3 53. The questions of law and fact common to the CALIFORNIA CLASS Members
4 predominate over any questions affecting only individual members, including legal and factual
5 issues relating to liability and damages.

6 54. A class action is superior to other available methods for the fair and efficient
7 adjudication of this controversy because joinder of all class members is impractical. Moreover,
8 since the damages suffered by individual members of the class may be relatively small, the
9 expense and burden of individual litigation makes it practically impossible for the members of the
10 class individually to redress the wrongs done to them. Without class certification and
11 determination of declaratory, injunctive, statutory, and other legal questions within the class
12 format, prosecution of separate actions by individual members of the CALIFORNIA CLASS will
13 create the risk of:

- 14 a. Inconsistent or varying adjudications with respect to individual members of the
15 CALIFORNIA CLASS which would establish incompatible standards of conduct
16 for the parties opposing the CALIFORNIA CLASS; and/or,
- 17 b. Adjudication with respect to individual members of the CALIFORNIA CLASS
18 which would as a practical matter be dispositive of the interests of the other
19 members not party to the adjudication or substantially impair or impeded their
20 ability to protect their interests.

21 55. Class treatment provides manageable judicial treatment calculated to bring an
22 efficient and rapid conclusion to all litigation of all wage and hour related claims arising out of
23 the conduct of DEFENDANT.

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1 **FIRST CAUSE OF ACTION**

2 **Unlawful Business Practices**

3 **(Cal. Bus. And Prof. Code §§ 17200, *et seq.*)**

4 **(Alleged by PLAINTIFFS and the CALIFORNIA CLASS against all Defendants)**

5 56. PLAINTIFFS, and the other members of the CALIFORNIA CLASS, reallege and
6 incorporate by this reference, as though fully set forth herein, the prior paragraphs of this
7 Complaint.

8 57. DEFENDANT is a “person” as that term is defined under Cal. Bus. And Prof.
9 Code § 17021.

10 58. California Business & Professions Code §§ 17200, *et seq.* (the “UCL”) defines
11 unfair competition as any unlawful, unfair, or fraudulent business act or practice. Section 17203
12 authorizes injunctive, declaratory, and/or other equitable relief with respect to unfair competition
13 as follows:

14 Any person who engages, has engaged, or proposes to engage in unfair competition may
15 be enjoined in any court of competent jurisdiction. The court may make such orders or
16 judgments, including the appointment of a receiver, as may be necessary to prevent the
17 use or employment by any person of any practice which constitutes unfair competition, as
18 defined in this chapter, or as may be necessary to restore to any person in interest any
19 money or property, real or personal, which may have been acquired by means of such
20 unfair competition. (Cal. Bus. & Prof. Code § 17203).

21 59. By the conduct alleged herein, DEFENDANT has engaged and continues to
22 engage in a business practice which violates California law, including but not limited to, the
23 applicable Wage Order(s), the California Code of Regulations and the California Labor Code
24 including Sections 201, 202, 203, 204, 210, 226.7, 510, 512, 558, 1194, 1197, 1197.1, 1198, and
25 2802, for which this Court should issue declaratory and other equitable relief pursuant to Cal.
26 Bus. & Prof. Code § 17203 as may be necessary to prevent and remedy the conduct held to
27 constitute unfair competition, including restitution of wages wrongfully withheld.

28 60. By the conduct alleged herein, DEFENDANT’s practices were unlawful and unfair
in that these practices violated public policy, were immoral, unethical, oppressive unscrupulous
or substantially injurious to employees, and were without valid justification or utility for which

1 this Court should issue equitable and injunctive relief pursuant to Section 17203 of the California
2 Business & Professions Code, including restitution of wages wrongfully withheld.

3 61. By the conduct alleged herein, DEFENDANT's practices were deceptive and
4 fraudulent in that DEFENDANT's uniform policy and practice failed to provide the legally
5 mandated meal and rest periods and the required amount of compensation for missed meal and
6 rest periods, failed to pay minimum and overtime wages owed, and failed to reimburse all
7 necessary business expenses incurred, due to a systematic business practice that cannot be
8 justified, pursuant to the applicable Cal. Lab. Code, and Industrial Welfare Commission
9 requirements in violation of Cal. Bus. Code §§ 17200, *et seq.*, and for which this Court should
10 issue injunctive and equitable relief, pursuant to Cal. Bus. & Prof. Code § 17203, including
11 restitution of wages wrongfully withheld.

12 62. By the conduct alleged herein, DEFENDANT's practices were also unlawful,
13 unfair, and deceptive in that DEFENDANT's employment practices caused PLAINTIFFS and the
14 other members of the CALIFORNIA CLASS to be underpaid during their employment with
15 DEFENDANT.

16 63. By the conduct alleged herein, DEFENDANT's practices were also unfair and
17 deceptive in that DEFENDANT's uniform policies, practices and procedures failed to provide
18 mandatory meal and/or rest breaks to PLAINTIFFS and the CALIFORNIA CLASS members as
19 required by Cal. Lab. Code §§ 226.7 and 512.

20 64. Therefore, PLAINTIFFS demand on behalf of themselves and on behalf of each
21 CALIFORNIA CLASS member, one (1) hour of pay for each workday in which an off-duty meal
22 period was not timely provided for each five (5) hours of work, and/or one (1) hour of pay for
23 each workday in which a second off-duty meal period was not timely provided for each ten (10)
24 hours of work.

25 65. PLAINTIFFS further demand on behalf of themselves and on behalf of each
26 CALIFORNIA CLASS member, one (1) hour of pay for each workday in which a rest period was
27 not timely provided as required by law.
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1 66. By and through the unlawful and unfair business practices described herein,
2 DEFENDANT has obtained valuable property, money and services from PLAINTIFFS and the
3 other members of the CALIFORNIA CLASS, including earned wages for all time worked, and
4 has deprived them of valuable rights and benefits guaranteed by law and contract, all to the
5 detriment of these employees and to the benefit of DEFENDANT so as to allow DEFENDANT
6 to unfairly compete against competitors who comply with the law.

7 67. All the acts described herein as violations of, among other things, the Industrial
8 Welfare Commission Wage Orders, the California Code of Regulations, and the California Labor
9 Code, were unlawful and in violation of public policy, were immoral, unethical, oppressive, and
10 unscrupulous, were deceptive, and thereby constitute unlawful, unfair, and deceptive business
11 practices in violation of Cal. Bus. & Prof. Code §§ 17200, *et seq.*

12 68. PLAINTIFFS and the other members of the CALIFORNIA CLASS are entitled
13 to, and do, seek such relief as may be necessary to restore to them the money and property which
14 DEFENDANT has acquired, or of which PLAINTIFFS and the other members of the
15 CALIFORNIA CLASS have been deprived, by means of the above described unlawful and unfair
16 business practices, including earned but unpaid wages for all time worked.

17 69. PLAINTIFFS and the other members of the CALIFORNIA CLASS are further
18 entitled to, and do, seek a declaration that the described business practices are unlawful, unfair,
19 and deceptive, and that injunctive relief should be issued restraining DEFENDANT from
20 engaging in any unlawful and unfair business practices in the future.

21 PLAINTIFFS and the other members of the CALIFORNIA CLASS have no plain, speedy
22 and/or adequate remedy at law that will end the unlawful and unfair business practices of
23 DEFENDANT. Further, the practices herein alleged presently continue to occur unabated. As a
24 result of the unlawful and unfair business practices described herein, PLAINTIFFS and the
25 other members of the CALIFORNIA CLASS have suffered and will continue to suffer
26 irreparable legal and economic harm unless DEFENDANT is restrained from continuing to
27 engage in these unlawful and unfair business practices.

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1 77. In committing these violations of the California Labor Code, DEFENDANT
2 inaccurately calculated the correct time worked and consequently underpaid the actual time
3 worked by PLAINTIFFS and other members of the CALIFORNIA CLASS. DEFENDANTS
4 acted in an illegal attempt to avoid the payment of all earned wages, and other benefits in violation
5 of the California Labor Code, the Industrial Welfare Commission requirements and other
6 applicable laws and regulations.

7 78. As a direct result of DEFENDANT's unlawful wage practices as alleged herein,
8 PLAINTIFFS and the other members of the CALIFORNIA CLASS did not receive the correct
9 minimum wage compensation for their time worked for DEFENDANT.

10 79. During the CLASS PERIOD, PLAINTIFFS and the other members of the
11 CALIFORNIA CLASS were paid less for time worked that they were entitled to, constituting a
12 failure to pay all earned wages.

13 80. By virtue of DEFENDANT's unlawful failure to accurately pay all earned
14 compensation to PLAINTIFFS and the other members of the CALIFORNIA CLASS for the true
15 time they worked, PLAINTIFFS and the other members of the CALIFORNIA CLASS have
16 suffered and will continue to suffer an economic injury in amounts which are presently unknown
17 to them, and which will be ascertained according to proof at trial.

18 81. DEFENDANT knew or should have known that PLAINTIFFS and the other
19 members of the CALIFORNIA CLASS were under-compensated for their time worked.
20 DEFENDANT systematically elected, either through intentional malfeasance or gross
21 nonfeasance, to not pay employees for their labor as a matter of uniform company policy, practice
22 and procedure, and DEFENDANT perpetrated this systematic scheme by refusing to pay
23 PLAINTIFFS and the other members of the CALIFORNIA CLASS the correct minimum wages
24 for their time worked.

25 82. In performing the acts and practices herein alleged in violation of California labor
26 laws, and refusing to compensate the members of the CALIFORNIA CLASS for all time worked
27 and provide them with the requisite compensation, DEFENDANT acted and continues to act
28 intentionally, oppressively, and maliciously toward PLAINTIFFS and the other members of the

1 CALIFORNIA CLASS with a conscious and utter disregard for their legal rights, or the
2 consequences to them, and with the despicable intent of depriving them of their property and legal
3 rights, and otherwise causing them injury in order to increase company profits at the expense of
4 these employees.

5 83. PLAINTIFFS and the other members of the CALIFORNIA CLASS therefore
6 request recovery of all unpaid wages, according to proof, interest, statutory costs, as well as the
7 assessment of any statutory penalties against DEFENDANT, in a sum as provided by the
8 California Labor Code and/or other applicable statutes. To the extent minimum wage
9 compensation is determined to be owed to the CALIFORNIA CLASS Members who have
10 terminated their employment, DEFENDANT's conduct also violates Labor Code §§ 201 and/or
11 202, and therefore these individuals are also be entitled to waiting time penalties under Cal. Lab.
12 Code § 203, which penalties are sought herein on behalf of these CALIFORNIA CLASS
13 Members. DEFENDANT's conduct as alleged herein was willful, intentional and not in good
14 faith. Further, PLAINTIFFS and other CALIFORNIA CLASS Members are entitled to seek and
15 recover statutory costs.

16 **THIRD CAUSE OF ACTION**

17 **Failure To Pay Overtime Compensation**

18 **(Cal. Lab. Code §§ 204, 510, 1194 and 1198)**

19 **(Alleged by PLAINTIFFS and the CALIFORNIA CLASS against ALL Defendants)**

20 84. PLAINTIFFS, and the other members of the CALIFORNIA CLASS, reallege and
21 incorporate by this reference, as though fully set forth herein, the prior paragraphs of this
22 Complaint.

23 85. PLAINTIFFS and the other members of the CALIFORNIA CLASS bring a claim
24 for DEFENDANT's willful and intentional violations of the California Labor Code and the
25 Industrial Welfare Commission requirements for DEFENDANT's failure to pay these employees
26 for all overtime worked, including, work performed in excess of eight (8) hours in a workday,
27 and/or twelve (12) hours in a workday, and/or forty (40) hours in any workweek.
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1 86. Pursuant to Cal. Lab. Code § 204, other applicable laws and regulations, and public
2 policy, an employer must timely pay its employees for all hours worked.

3 87. Cal. Lab. Code § 510 provides that employees in California shall not be employed
4 more than eight (8) hours per workday and/or more than forty (40) hours per workweek unless
5 they receive additional compensation beyond their regular wages in amounts specified by law.

6 88. Cal. Lab. Code § 1194 establishes an employee's right to recover unpaid wages,
7 including minimum and overtime compensation and interest thereon, together with the costs of
8 suit. Cal. Lab. Code § 1198 further states that the employment of an employee for longer hours
9 than those fixed by the Industrial Welfare Commission is unlawful.

10 89. During the CLASS PERIOD, PLAINTIFFS and CALIFORNIA CLASS Members
11 were required by DEFENDANT to work for DEFENDANTS and were not paid for all the time
12 they worked, including overtime work.

13 90. DEFENDANT's uniform pattern of unlawful wage and hour practices manifested,
14 without limitation, applicable to the CALIFORNIA CLASS as a whole, as a result of
15 implementing a uniform policy and practice that failed to accurately record overtime worked by
16 PLAINTIFFS and other CALIFORNIA CLASS Members and denied accurate compensation to
17 PLAINTIFFS and the other members of the CALIFORNIA CLASS for overtime worked,
18 including, the overtime work performed in excess of eight (8) hours in a workday, and/or twelve
19 (12) hours in a workday, and/or forty (40) hours in any workweek.

20 91. In committing these violations of the California Labor Code, DEFENDANT
21 inaccurately recorded overtime worked and consequently underpaid the overtime worked by
22 PLAINTIFFS and other CALIFORNIA CLASS Members. DEFENDANT acted in an illegal
23 attempt to avoid the payment of all earned wages, and other benefits in violation of the California
24 Labor Code, the Industrial Welfare Commission requirements and other applicable laws and
25 regulations.

26 92. As a direct result of DEFENDANT's unlawful wage practices as alleged herein,
27 PLAINTIFFS and the other members of the CALIFORNIA CLASS did not receive the correct
28 overtime compensation for their time worked for DEFENDANT.

1 93. Cal. Lab. Code § 515 sets out various categories of employees who are exempt
2 from the overtime requirements of the law. None of these exemptions are applicable to
3 PLAINTIFFS and the other members of the CALIFORNIA CLASS. Further, PLAINTIFFS and
4 the other members of the CALIFORNIA CLASS are not subject to a valid collective bargaining
5 agreement that would preclude the causes of action contained herein this Complaint. Rather,
6 PLAINTIFFS bring this Action on behalf of themselves and the CALIFORNIA CLASS based on
7 DEFENDANT's violations of non-negotiable, non-waivable rights provided by the State of
8 California.

9 94. During the CLASS PERIOD, PLAINTIFFS and the other members of the
10 CALIFORNIA CLASS were paid less for overtime worked that they were entitled to, constituting
11 a failure to pay all earned wages.

12 95. DEFENDANT failed to accurately pay PLAINTIFFS and the other members of
13 the CALIFORNIA CLASS overtime wages for the time they worked which was in excess of the
14 maximum hours permissible by law as required by Cal. Lab. Code §§ 510, 1194, & 1198, even
15 though PLAINTIFFS and the other members of the CALIFORNIA CLASS were regularly
16 required to work, and did in fact work overtime, and did in fact work overtime as to which
17 DEFENDANT failed to accurately record and pay as evidenced by DEFENDANT's business
18 records and witnessed by employees.

19 96. By virtue of DEFENDANT's unlawful failure to accurately pay all earned
20 compensation to PLAINTIFFS and the other members of the CALIFORNIA CLASS for the true
21 amount of overtime they worked, PLAINTIFFS and the other members of the CALIFORNIA
22 CLASS have suffered and will continue to suffer an economic injury in amounts which are
23 presently unknown to them, and which will be ascertained according to proof at trial.

24 97. DEFENDANT knew or should have known that PLAINTIFFS and the other
25 members of the CALIFORNIA CLASS were undercompensated for their time worked.
26 DEFENDANT systematically elected, either through intentional malfeasance or gross
27 nonfeasance, to not pay them for their labor as a matter of uniform company policy, practice and
28 procedure, and DEFENDANT perpetrated this systematic scheme by refusing to pay

1 PLAINTIFFS and the other members of the CALIFORNIA CLASS the correct overtime wages
2 for their overtime worked.

3 98. In performing the acts and practices herein alleged in violation of California labor
4 laws, and refusing to compensate the members of the CALIFORNIA CLASS for all time worked
5 and provide them with the requisite compensation, DEFENDANT acted and continues to act
6 intentionally, oppressively, and maliciously toward PLAINTIFFS and the other members of the
7 CALIFORNIA CLASS with a conscious of and utter disregard for their legal rights, or the
8 consequences to them, and with the despicable intent of depriving them of their property and legal
9 rights, and otherwise causing them injury in order to increase company profits at the expense of
10 these employees.

11 99. Therefore, PLAINTIFFS and the other members of the CALIFORNIA CLASS
12 request recovery of overtime wages, according to proof, interest, statutory costs, as well as the
13 assessment of any statutory penalties against DEFENDANT, in a sum as provided by the
14 California Labor Code and/or other applicable statutes. To the extent overtime compensation is
15 determined to be owed to the CALIFORNIA CLASS Members who have terminated their
16 employment, DEFENDANT'S conduct also violates Labor Code §§ 201 and/or 202, and therefore
17 these individuals are also be entitled to waiting time penalties under Cal. Lab. Code § 203, which
18 penalties are sought herein. DEFENDANT's conduct as alleged herein was willful, intentional,
19 and not in good faith. Further, PLAINTIFFS and other CALIFORNIA CLASS Members are
20 entitled to seek and recover statutory costs.

21 **FOURTH CAUSE OF ACTION**

22 **Failure To Provide Required Meal Periods**

23 **(Cal. Lab. Code §§ 226.7 & 512)**

24 **(Alleged by PLAINTIFFS and the CALIFORNIA CLASS against all Defendants)**

25 100. PLAINTIFFS and the other members of the CALIFORNIA CLASS, reallege and
26 incorporate by this reference, as though fully set forth herein, the prior paragraphs of this
27 Complaint.
28

1 101. During the CLASS PERIOD, DEFENDANTS failed to provide all the legally
2 required off-duty meal breaks to PLAINTIFFS and the other CALIFORNIA CLASS Members as
3 required by the applicable Wage Order and Labor Code. The nature of the work performed by
4 PLAINTIFFS and CALIFORNIA CLASS Members did not prevent these employees from being
5 relieved of all of their duties for the legally required off-duty meal periods. As a result of their
6 rigorous work schedules, PLAINTIFFS and other CALIFORNIA CLASS Members were often
7 not fully relieved of duty by DEFENDANT for their meal periods. Additionally, DEFENDANT's
8 failure to provide PLAINTIFFS and the CALIFORNIA CLASS Members with legally required
9 meal breaks prior to their fifth (5th) hour of work is evidenced by DEFENDANT's business
10 records. Further, DEFENDANT failed to provide PLAINTIFFS and CALIFORNIA CLASS
11 Members with a second off-duty meal period in some workdays in which these employees were
12 required by DEFENDANT to work ten (10) hours of work. As a result, PLAINTIFFS and other
13 members of the CALIFORNIA CLASS forfeited meal breaks without additional compensation
14 and in accordance with DEFENDANT's strict corporate policy and practice.

15 102. DEFENDANT further violated California Labor Code §§ 226.7 and the applicable
16 IWC Wage Order by failing to compensate PLAINTIFFS and CALIFORNIA CLASS Members
17 who were not provided a meal period, in accordance with the applicable Wage Order, one
18 additional hour of compensation at each employee's regular rate of pay for each workday that a
19 meal period was not provided.

20 103. As a proximate result of the aforementioned violations, PLAINTIFFS and
21 CALIFORNIA CLASS Members have been damaged in an amount according to proof at trial,
22 and seek all wages earned and due, interest, penalties, expenses and costs of suit.
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1 **FIFTH CAUSE OF ACTION**

2 **Failure To Provide Required Rest Periods**

3 **(Cal. Lab. Code §§ 226.7 & 512)**

4 **(Alleged by PLAINTIFFS and the CALIFORNIA CLASS against all Defendants)**

5 104. PLAINTIFFS, and the other members of the CALIFORNIA CLASS, reallege and
6 incorporate by this reference, as though fully set forth herein, the prior paragraphs of this
7 Complaint.

8 105. From time to time, PLAINTIFFS and other CALIFORNIA CLASS Members were
9 required to work in excess of four (4) hours without being provided ten (10) minute rest periods.
10 Further, these employees were denied their first rest periods of at least ten (10) minutes for some
11 shifts worked of at least two (2) to four (4) hours, a first and second rest period of at least ten (10)
12 minutes for some shifts worked of between six (6) and eight (8) hours, and a first, second and
13 third rest period of at least ten (10) minutes for some shifts worked of ten (10) hours or more.
14 PLAINTIFFS and other CALIFORNIA CLASS Members were also not provided with one-hour
15 wages *in lieu* thereof. As a result of their rigorous work schedules, PLAINTIFFS and other
16 CALIFORNIA CLASS Members were periodically denied their proper rest periods by
17 DEFENDANT and DEFENDANT's managers. In addition, DEFENDANT failed to compensate
18 PLAINTIFFS and other CALIFORNIA CLASS Members for their rest periods as required by the
19 applicable Wage Order and Labor Code. As a result, DEFENDANT's failure to provide
20 PLAINTIFF and the CALIFORNIA CLASS Members with all the legally required paid rest
21 periods is evidenced by DEFENDANT's business records.

22 106. DEFENDANT further violated California Labor Code §§ 226.7 and the applicable
23 IWC Wage Order by failing to compensate PLAINTIFFS and CALIFORNIA CLASS Members
24 who were not provided a rest period, in accordance with the applicable Wage Order, one
25 additional hour of compensation at each employee's regular rate of pay for each workday that rest
26 period was not provided.

107. As a proximate result of the aforementioned violations, PLAINTIFFS and CALIFORNIA CLASS Members have been damaged in an amount according to proof at trial, and seek all wages earned and due, interest, penalties, expenses and costs of suit.

SIXTH CAUSE OF ACTION

Failure To Reimburse Employees For Required Expenses

(Cal. Lab. Code §§ 2802)

(Alleged by PLAINTIFFS and the CALIFORNIA CLASS against all Defendants)

108. PLAINTIFFS, and the other members of the CALIFORNIA CLASS, reallege and incorporate by this reference, as though fully set forth herein, the prior paragraphs of this Complaint.

109. Cal. Lab. Code § 2802 provides, in relevant part, that:

An employer shall indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or her obedience to the directions of the employer, even though unlawful, unless the employee, at the time of obeying the directions, believed them to be unlawful.

110. From time to time during the CLASS PERIOD, DEFENDANT violated Cal. Lab. Code § 2802, by failing to indemnify and reimburse PLAINTIFFS and the CALIFORNIA CLASS members for required expenses incurred in the discharge of their job duties for DEFENDANT's benefit. DEFENDANT failed to reimburse PLAINTIFFS and the CALIFORNIA CLASS members for expenses which included, but were not limited to, costs related to using their personal cellular phones and personal vehicles all on behalf of and for the benefit of DEFENDANT. Specifically, PLAINTIFFS and other CALIFORNIA CLASS Members were required by DEFENDANTS to use their personal cellular phones and personal vehicles to execute their essential job duties on behalf of DEFENDANT. DEFENDANT's uniform policy, practice and procedure was to not reimburse PLAINTIFFS and the CALIFORNIA CLASS members for expenses resulting from using their personal cellular phones and vehicles for DEFENDANT within the course and scope of their employment for DEFENDANT. These expenses were necessary to complete their principal job duties. DEFENDANT is estopped by DEFENDANT's conduct to assert any waiver of this expectation. Although these expenses were necessary

1 expenses incurred by PLAINTIFFS and the CALIFORNIA CLASS members, DEFENDANT
2 failed to indemnify and reimburse PLAINTIFFS and the CALIFORNIA CLASS members for
3 these expenses as an employer is required to do under the laws and regulations of California.

4 111. PLAINTIFFS therefore demand reimbursement for expenditures or losses incurred
5 by them and the CALIFORNIA CLASS members in the discharge of their job duties for
6 DEFENDANT, or their obedience to the directions of DEFENDANT, with interest at the statutory
7 rate and costs under Cal. Lab. Code § 2802.

8 **SEVENTH CAUSE OF ACTION**

9 **Failure To Provide Accurate Itemized Statements**

10 **(Cal. Lab. Code § 226)**

11 **(Alleged by PLAINTIFFS and the CALIFORNIA CLASS against all Defendants)**

12 112. PLAINTIFFS, and the other members of the CALIFORNIA CLASS, reallege and
13 incorporate by this reference, as though fully set forth herein, the prior paragraphs of this
14 Complaint.

15 113. Cal. Labor Code § 226 provides that an employer must furnish employees with an
16 “accurate itemized” statement in writing showing:

- 17 a. Gross wages earned,
- 18 b. (2) total hours worked by the employee, except for any employee whose
19 compensation is solely based on a salary and who is exempt from payment of
20 overtime under subdivision (a) of Section 515 or any applicable order of the
21 Industrial Welfare Commission,
- 22 c. the number of piece-rate units earned and any applicable piece rate if the employee
23 is paid on a piece-rate basis,
- 24 d. all deductions, provided that all deductions made on written orders of the employee
25 may be aggregated and shown as one item,
- 26 e. net wages earned,
- 27 f. the inclusive dates of the period for which the employee is paid,
- 28

- 1 g. the name of the employee and his or her social security number, except that by
2 January 1, 2008, only the last four digits of his or her social security number of an
3 employee identification number other than social security number may be shown
4 on the itemized statement,
- 5 h. the name and address of the legal entity that is the employer, and
- 6 i. all applicable hourly rates in effect during the pay period and the corresponding
7 number of hours worked at each hourly rate by the employee.

8 114. When DEFENDANT did not accurately record PLAINTIFFS' and other
9 CALIFORNIA CLASS Members' missed meal and rest breaks, or were paid inaccurate missed
10 meal and rest break premiums, or were not paid for all hours worked, DEFENDANT violated Cal.
11 Lab. Code § 226 in that DEFENDANT failed to provide PLAINTIFF and other CALIFORNIA
12 CLASS Members with complete and accurate wage statements which failed to show, among other
13 things, all deductions, the accurate gross wages earned, net wages earned, the total hours worked
14 and all applicable hourly rates in effect during the pay period and the corresponding amount of
15 time worked at each hourly rate, and correct rates of pay for penalty payments or missed meal
16 and rest periods.

17 115. In addition to the foregoing, DEFENDANTS failed to provide itemized wage
18 statements to PLAINTIFF and members of the CALIFORNIA CLASS that complied with the
19 requirements of California Labor Code Section 226.

20 116. DEFENDANT knowingly and intentionally failed to comply with Cal. Lab. Code
21 § 226, causing injury and damages to PLAINTIFFS and the other members of the CALIFORNIA
22 CLASS. These damages include, but are not limited to, costs expended calculating the correct
23 wages for all missed meal and rest breaks and the amount of employment taxes which were not
24 properly paid to state and federal tax authorities. These damages are difficult to estimate.
25 Therefore, PLAINTIFFS and the other members of the CALIFORNIA CLASS may elect to
26 recover liquidated damages of fifty dollars (\$50.00) for the initial pay period in which the
27 violation occurred, and one hundred dollars (\$100.00) for each violation in a subsequent pay
28 period pursuant to Cal. Lab. Code § 226, in an amount according to proof at the time of trial (but

1 in no event more than four thousand dollars (\$4,000.00) for PLAINTIFFS and each respective
2 member of the CALIFORNIA CLASS herein).

3 **EIGHTH CAUSE OF ACTION**

4 **Failure To Pay Wages When Due**

5 **(Cal. Lab. Code § 203)**

6 **(Alleged by PLAINTIFFS and the CALIFORNIA CLASS against all Defendants)**

7 117. PLAINTIFFS, and the other members of the CALIFORNIA CLASS, reallege and
8 incorporate by this reference, as though fully set forth herein, the prior paragraphs of this
9 Complaint.

10 118. Cal. Lab. Code § 200 provides that:

11 As used in this article:

- 12 (d) "Wages" includes all amounts for labor performed by employees of every
13 description, whether the amount is fixed or ascertained by the standard of time,
14 task, piece, Commission basis, or other method of calculation.
15 (e) "Labor" includes labor, work, or service whether rendered or performed under
16 contract, subcontract, partnership, station plan, or other agreement if the to be
17 paid for is performed personally by the person demanding payment.

18 119. Cal. Lab. Code § 201 provides, in relevant part, that "If an employer discharges
19 an employee, the wages earned and unpaid at the time of discharge are due and payable
20 immediately."

21 120. Cal. Lab. Code § 202 provides, in relevant part, that:

22 If an employee not having a written contract for a definite period quits his or her
23 employment, his or her wages shall become due and payable not later than 72 hours
24 thereafter, unless the employee has given 72 hours previous notice of his or her intention
25 to quit, in which case the employee is entitled to his or her wages at the time of quitting.
26 Notwithstanding any other provision of law, an employee who quits without providing a
27 72-hour notice shall be entitled to receive payment by mail if he or she so requests and
28 designates a mailing address. The date of the mailing shall constitute the date of payment
for purposes of the requirement to provide payment within 72 hours of the notice of
quitting.

29 121. There was no definite term in PLAINTIFFS' or any CALIFORNIA CLASS
30 Members' employment contract.

31 122. Cal. Lab. Code § 203 provides:

If an employer willfully fails to pay, without abatement or reduction, in accordance with
Sections 201, 201.5, 202, and 205.5, any wages of an employee who is discharged or who
quits, the wages of the employee shall continue as a penalty from the due date thereof at

1 the same rate until paid or until an action therefor is commenced; but the wages shall not
2 continue for more than 30 days.

3 123. The employment of PLAINTIFFS and many CALIFORNIA CLASS Members
4 terminated, and DEFENDANT has not tendered payment of wages to these employees who
5 missed meal and rest breaks, as required by law.

6 124. Therefore, as provided by Cal Lab. Code § 203, on behalf of themselves and the
7 members of the CALIFORNIA CLASS whose employment has, PLAINTIFFS demand up to
8 thirty (30) days of pay as penalty for not paying all wages due at time of termination for all
9 employees who terminated employment during the CLASS PERIOD and demand an accounting
10 and payment of all wages due, plus interest and statutory costs as allowed by law.

11 **NINTH CAUSE OF ACTION**

12 **VIOLATION OF THE PRIVATE ATTORNEYS GENERAL ACT**

13 **(Cal. Lab. Code §§2698 et seq.)**

14 **(Alleged by PLAINTIFFS against all Defendants)**

15 125. PLAINTIFFS reallege and incorporate by this reference, as though fully set forth
16 herein, the prior paragraphs of this Complaint.

17 126. PAGA is a mechanism by which the State of California itself can enforce state
18 labor laws through the employee suing under the PAGA who does so as the proxy or agent of the
19 state's labor law enforcement agencies. An action to recover civil penalties under PAGA is
20 fundamentally a law enforcement action designed to protect the public and not to benefit private
21 parties. The purpose of the PAGA is not to recover damages or restitution, but to create a means
22 of "deputizing" citizens as private attorneys general to enforce the Labor Code. In enacting
23 PAGA, the California Legislature specified that "it was ... in the public interest to allow aggrieved
24 employees, acting as private attorneys general to recover civil penalties for Labor Code violations
25 ..." (Stats. 2003, ch. 906, § 1). Accordingly, PAGA claims cannot be subject to arbitration.

26 127. PLAINTIFFS, and such persons that may be added from time to time who satisfy
27 the requirements and exhaust the administrative procedures under the Private Attorney General
28 Act, bring this Representative Action on behalf of the State of California with respect to himself
and all non-exempt and exempt employees who worked for Defendant in California during the
time period of May 18, 2021 until the present (the "AGGRIEVED EMPLOYEES").

1 128. On May 18, 2022, Plaintiff SALINAS-PALAFOX gave written notice by certified
2 mail to the Labor and Workforce Development Agency (the "Agency") and the employer of
3 the specific provisions of this code alleged to have been violated as required by Labor Code §
4 2699.3. On May 19, 2022, PLAINTIFFS submitted an Amended notice to the Agency and the
5 employer of the specific provisions of this code alleged to have been violated as required by
6 Labor Code § 2699.3. See Exhibit #1, attached hereto and incorporated by this reference herein.
7 The statutory waiting period for Plaintiff to add these allegations to the Complaint has expired.
8 As a result, pursuant to Section 2699.3, Plaintiff may now commence a representative civil action
9 under PAGA pursuant to Section 2699 as the proxy of the State of California with respect to all
10 AGGRIEVED EMPLOYEES as herein defined.

11 129. The policies, acts and practices heretofore described were and are an unlawful
12 business act or practice because DEFENDANTS (a) failed to pay PLAINTIFFS and other
13 AGGRIEVED EMPLOYEES minimum wages and overtime wages, (b) failed to provide
14 PLAINTIFFS and other AGGRIEVED EMPLOYEES legally required meal and rest breaks, (c)
15 failed to pay PLAINTIFFS and other AGGRIEVED EMPLOYEES at the correct regular rate of
16 pay, (d) failed to pay PLAINTIFFS and the other AGGRIEVED EMPLOYEES for all time
17 worked, and (e) failed to timely pay wages, all in violation of the applicable Labor Code sections
18 listed in Labor Code §2699.5, including but not limited to Labor Code §§ 201, 201.3, 202, 203,
19 204, 210, 218.5, 218.6, 221, 226, 226.2, 226.3, 226.7, 246, 510, 512, 558, 1174(d), 1174.5, 1194,
20 1197, 1197.1, 1197.14, 1198, 1199, 2802, and 2804, Cal. Bus. & Prof. Code §§17200 and 17203,
21 and the applicable Industrial Wage Order(s), and thereby gives rise to statutory penalties as a
22 result of such conduct. PLAINTIFFS hereby seeks recovery of civil penalties as prescribed by the
23 Labor Code Private Attorney General Act of 2004 as the representative of the State of California
24 for the illegal conduct perpetrated on PLAINTIFF and the other AGGRIEVED EMPLOYEES.

24 **PRAYER FOR RELIEF**

25 WHEREFORE, PLAINTIFFS pray for a judgment against each Defendant, jointly and
26 severally, as follows:

27 1. On behalf of the CALIFORNIA CLASS:

28 a. That the Court certify the First Cause of Action asserted by the CALIFORNIA

1 CLASS as a class action pursuant to Cal. Code of Civ. Proc. § 382;

2 b. An order temporarily, preliminarily and permanently enjoining and restraining
3 DEFENDANTS from engaging in similar unlawful conduct as set forth herein;

4 c. An order requiring DEFENDANTS to pay all overtime wages and all sums
5 unlawfully withheld from compensation due to PLAINTIFFS and the other
6 members of the CALIFORNIA CLASS; and

7 d. Restitutionary disgorgement of DEFENDANT's ill-gotten gains into a fluid fund
8 for restitution of the sums incidental to DEFENDANT's violations due to
9 PLAINTIFFS and to the other members of the CALIFORNIA CLASS.

10 2. On behalf of the CALIFORNIA CLASS:

11 a. That the Court certify the Second, Third, Fourth, Fifth, Sixth, Seventh, and Eighth
12 Causes of Action asserted by the CALIFORNIA CLASS as a class action pursuant
13 to Cal. Code of Civ. Proc. § 382;

14 b. Compensatory damages, according to proof at trial, including compensatory
15 damages for overtime compensation due to PLAINTIFFS and the other members
16 of the CALIFORNIA CLASS, during the applicable CLASS PERIOD plus interest
17 thereon at the statutory rate;

18 c. Meal and rest period compensation pursuant to Cal. Lab. Code §§ 226.7, 512 and
19 the applicable IWC Wage Order;

20 d. The greater of all actual damages or fifty dollars (\$50) for the initial pay period in
21 which a violation occurs and one hundred dollars (\$100) per each member of the
22 CALIFORNIA CLASS for each violation in a subsequent pay period, not exceeding
23 an aggregate penalty of four thousand dollars (\$4,000), and an award of costs for
24 violation of Cal. Lab. Code § 226

25 e. The wages of all terminated employees from the CALIFORNIA CLASS as a
26 penalty from the due date thereof at the same rate until paid or until an action
27 therefore is commenced, in accordance with Cal. Lab. Code § 203.

28 f. The amount of the expenses PLAINTIFFS and each member of the CALIFORNIA

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- CLASS incurred in the course of their job duties, plus interest, and costs of suit.
3. On behalf of the State of California and with respect to all AGGRIEVED EMPLOYEYES: Recovery of civil penalties as prescribe by the Labor Code Private Attorneys General Act of 2004.
4. On all claims:
- a. An award of interest, including prejudgment interest at the legal rate;
 - b. Such other and further relief as the Court deems just and equitable; and
 - c. An award of penalties, attorneys’ fees, and costs of suit, as allowable under the law, including, but not limited to, pursuant to Labor Code § 218.5, § 226, and/or § 1194.

DATED: July 26, 2022

ZAKAY LAW GROUP, APLC

By: 
Shani O. Zakay
Attorney for PLAINTIFFS

DEMAND FOR A JURY TRIAL

PLAINTIFFS demands a jury trial on issues triable to a jury.

DATED: July 26, 2022

ZAKAY LAW GROUP, APLC

By: 
Shani O. Zakay
Attorney for PLAINTIFFS

EXHIBIT 1



ZAKAY LAW GROUP
A PROFESSIONAL LAW CORPORATION

Client # 49301

May 19, 2022

Via Online Filing to LWDA and Certified Mail to Defendant
Labor and Workforce Development Agency
Online Filing

CALIFORNIA TRUCK DRIVING ACADEMY, LLC

c/o Harveen Singh

500 N Brand Blvd., Ste 2100

Glendale, CA 91203

Sent via Certified Mail and Return Receipt 7021 2720 0000 9972 7225

LWDA Case No.: LWDA-CM-884524-22

Re: Amended Notice of Violations of California Labor Code Sections 201, 201.3, 202, 203, 204, 210, 218.5, 218.6, 221, 226, 226.2, 226.3, 226.7, 246, 510, 512, 558, 1174(d), 1174.5, 1194, 1197, 1197.1, 1197.14, 1198, 1199, 2802, 2804, and Violation of Applicable Industrial Welfare Commission Wage Order(s), and Pursuant to California Labor Code Section 2699.5

Dear Sir/Madam:

Our offices represent Plaintiffs ALEJANDRA SALINAS-PALAFOX (“SALINAS-PALAFOX”), JACQUELINE MEZA (“MEZA”) and other aggrieved employees (hereinafter collectively “Plaintiffs”) in a proposed lawsuit against Defendant CALIFORNIA TRUCK DRIVING ACADEMY, LLC (“Defendant”).

The original claim in this case was submitted to the LWDA on May 18, 2022 by Plaintiff SALINAS-PALAFOX against Defendant. Plaintiff MEZA recently retained counsel to prosecute her claims. Plaintiff MEZA learned that Defendant, among other things, failed to provide Plaintiffs, and all those similarly situated, with all legally mandated off-duty meal and rest periods, and overtime compensation at one-and-one-half times the regular rate of pay. The claim is therefore amended to add Plaintiff MEZA.

Plaintiff SALINAS-PALAFOX was employed by Defendant in California from November of 2020 to March of 2022 and Plaintiff MEZA was employed by Defendant in California from July of 2020 to March of 2022, as non-exempt employees, paid on an hourly basis, and entitled to payment of all wages and the legally required meal and rest breaks and payment of minimum and overtime wages due for all time worked. Defendant, however, unlawfully failed to record and pay Plaintiffs and other aggrieved employees for all of their time worked, and for all of their meal breaks and rest breaks. Further, Defendant failed to timely pay Plaintiffs and other aggrieved employees for earned wages.

As a consequence, Plaintiffs contend that Defendant failed to fully compensate them and other similarly situated and aggrieved employees, for all earned wages and failed to provide California-compliant meal and rest breaks and accurate wage statements. Accordingly, Plaintiffs contend that Defendant's conduct violated Labor Code sections §§ 201, 201.3, 202, 203, 204, 210, 218.5, 218.6, 221, 226, 226.2, 226.3, 226.7, 246, 510, 512, 558, 1174(d), 1174.5, 1194, 1197, 1197.1, 1197.14, 1198, 1199, 2802, 2804, and applicable wage orders, and is therefore actionable pursuant to section 2698 *et seq.*

Plaintiffs seek to represent a group of aggrieved employees defined as all non-exempt and exempt employees who worked for Defendant in California during the relevant claim period.

A true and correct copy of the proposed Complaint is attached hereto. The Complaint (i) identifies the alleged violations, (ii) details the facts and theories which support the alleged violations, (iii) details the specific work performed by Plaintiffs, (iv) sets forth the people/entities, dates, classifications, violations, events, and actions which are at issue to the extent known to the Plaintiffs, and (v) sets forth the illegal practices used by Defendant, is attached hereto. This information provides notice to the Labor and Workforce Development Agency of the facts and theories supporting the alleged violations for the agency's reference. Plaintiffs therefore incorporate the allegations of the attached Complaint into this letter as if fully set forth herein. If the agency needs any further information, please do not hesitate to ask.

To the extent that entities and/or individuals are named and charged with violations of the Labor Code—making them liable on an individual basis as permitted by numerous Labor Code Sections including, but not limited to 558, 558.1, and 1197.1—Plaintiffs reserve any and all rights to add, substitute, or change the name of employer entities and/or individuals responsible for the violations at issue.

Any further amendments and changes to this notice shall relate back to the date of this notice. Consequently, Defendant is on notice that Plaintiffs continue their investigation, with the full intent to amend and/or change this notice, to add any undiscovered violations of any of the provisions of the California Labor Code—to the extent that are applicable to this case—and to change and/or add the identities of any entities and/or individuals responsible for the violations contained herein.

This notice is provided to enable Plaintiffs to proceed with the Complaint against Defendant as authorized by California Labor Code section 2695, *et seq.* The lawsuit consists of other aggrieved employees. As counsel, our intention is to vigorously prosecute the claims as alleged in the Complaint, and to procure civil penalties as provided by the Private Attorney General Act of 2004 on behalf of Plaintiffs and all aggrieved California employees.

Your earliest response to this notice is appreciated. If you have any questions or concerns, please do not hesitate to contact me at the above number and address.

Sincerely,



Attorney for Plaintiff

ZAKAY LAW GROUP, APLC

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jlapuyade@jcl-lawfirm.com
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Attorneys for PLAINTIFFS

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF LOS ANGELES

JACQUELINE MEZA and ALEJANDRA
SALINAS-PALAFOX, individuals, on behalf
of themselves, and on behalf of all persons
similarly situated,

Plaintiffs,

v.

CALIFORNIA TRUCK DRIVING
ACADEMY, LLC, a California limited liability
company, and DOES 1-50, Inclusive,

Defendants.

Case No:

CLASS ACTION COMPLAINT FOR:

- 1) UNFAIR COMPETITION IN VIOLATION OF CAL. BUS. & PROF. CODE §17200 *et seq*;
- 2) FAILURE TO PAY MINIMUM WAGES IN VIOLATION OF CAL. LAB. CODE §§ 1194, 1197 & 1197.1;
- 3) FAILURE TO PAY OVERTIME WAGES IN VIOLATION OF CAL. LAB. CODE §§ 510, *et seq*;
- 4) FAILURE TO PROVIDE REQUIRED MEAL PERIODS IN VIOLATION OF CAL. LAB. CODE §§ 226.7 & 512 AND THE APPLICABLE IWC WAGE ORDER;
- 5) FAILURE TO PROVIDE REQUIRED REST PERIODS IN VIOLATION OF CAL. LAB. CODE §§ 226.7 & 512 AND THE APPLICABLE IWC WAGE ORDER;

- 1 6) FAILURE TO REIMBURSE EMPLOYEES
2 FOR REQUIRED EXPENSES IN
3 VIOLATION OF CAL. LAB. CODE § 2802;
4 7) FAILURE TO PROVIDE WAGES WHEN
5 DUE IN VIOLATION OF CAL. LAB.
6 CODE §§ 201, 202 AND 203;
7 8) FAILURE TO PROVIDE ACCURATE
8 ITEMIZED STATEMENTS IN
9 VIOLATION OF CAL. LAB. CODE § 226

10 **DEMAND FOR A JURY TRIAL**

11 PLAINTIFFS JACQUELINE MEZA and ALEJANDRA SALINAS-PALAFOX
12 (“PLAINTIFF”), individuals, on behalf of themselves and all other similarly situated current and
13 former employees, allege on information and belief, except for their own acts and knowledge which
14 are based on personal knowledge, the following:

15 **PRELIMINARY ALLEGATIONS**

16 1. Defendant CALIFORNIA TRUCK DRIVING ACADEMY, LLC
17 (“DEFENDANT”) is a California limited liability company that at all relevant times mentioned
18 herein conducted and continues to conduct substantial and regular business throughout California.

19 2. DEFENDANT provides professional truck driver training and job placement
20 assistance throughout the state of California, including the county of Los Angeles, where
21 PLAINTIFFS worked.

22 3. PLAINTIFF Jacqueline Meza (“PLAINTIFF Meza”) was employed by
23 DEFENDANT in California from July of 2020 to March of 2022 as a non-exempt employee, paid
24 on an hourly basis, and entitled to the legally required meal and rest periods and payment of
25 minimum and overtime wages due for all time worked.

26 4. PLAINTIFF Alejandra Salinas-Palafox (“PLAINTIFF Salinas”) was employed by
27 DEFENDANT in California from November of 2020 to March of 2022 as a non-exempt
28 employee, paid on an hourly basis, and entitled to the legally required meal and rest periods and
payment of minimum and overtime wages due for all time worked.

5. PLAINTIFFS bring this Class Action on behalf of themselves and a California
class, defined as all persons who are or previously were employed by DEFENDANT in California

1 and classified as non-exempt employees (the “CALIFORNIA CLASS”) at any time during the
2 period beginning four (4) years prior to the filing of this Complaint and ending on the date as
3 determined by the Court (the “CLASS PERIOD”). The amount in controversy for the aggregate
4 claim of the CALIFORNIA CLASS Members is under five million dollars (\$5,000,000.00).

5 6. PLAINTIFFS bring this Class Action on behalf of themselves and a
6 CALIFORNIA CLASS in order to fully compensate the CALIFORNIA CLASS for their losses
7 incurred during the CLASS PERIOD caused by DEFENDANT’s uniform policy and practice
8 which failed to lawfully compensate these employees. DEFENDANT’s uniform policy and
9 practice alleged herein was an unlawful, unfair, and deceptive business practice whereby
10 DEFENDANT retained and continues to retain wages due PLAINTIFFS and the other members
11 of the CALIFORNIA CLASS. PLAINTIFFS and the other members of the CALIFORNIA
12 CLASS seek an injunction enjoining such conduct by DEFENDANT in the future, relief for the
13 named PLAINTIFFS and the other members of the CALIFORNIA CLASS who have been
14 economically injured by DEFENDANT’s past and current unlawful conduct, and all other
15 appropriate legal and equitable relief.

16 7. The true names and capacities, whether individual, corporate, subsidiary,
17 partnership, associate or otherwise of DEFENDANTS DOES 1 through 50, inclusive, are
18 presently unknown to PLAINTIFFS who therefore sues these DEFENDANTS by such fictitious
19 names pursuant to Cal. Civ. Proc. Code § 474. PLAINTIFFS will seek leave to amend this
20 Complaint to allege the true names and capacities of Does 1 through 50, inclusive, when they are
21 ascertained. PLAINTIFFS is informed and believes, and based upon that information and belief
22 alleges, that the DEFENDANTS named in this Complaint, including DOES 1 through 50,
23 inclusive, are responsible in some manner for one or more of the events and happenings that
24 proximately caused the injuries and damages hereinafter alleged.

25 8. The agents, servants and/or employees of the Defendants and each of them acting
26 on behalf of the Defendants acted within the course and scope of his, her or its authority as the
27 agent, servant and/or employee of the Defendants, and personally participated in the conduct
28 alleged herein on behalf of the Defendants with respect to the conduct alleged herein.

1 Consequently, the acts of each Defendant are legally attributable to the other Defendants and all
2 Defendants are jointly and severally liable to PLAINTIFFS and the other members of the
3 CALIFORNIA CLASS, for the loss sustained as a proximate result of the conduct of the
4 Defendants' agents, servants and/or employees.

5 9. DEFENDANTS were PLAINTIFFS' employers or persons acting on behalf of the
6 PLAINTIFFS' employer, within the meaning of California Labor Code § 558, who violated or
7 caused to be violated, a section of Part 2, Chapter 1 of the California Labor Code or any provision
8 regulating hours and days of work in any order of the Industrial Welfare Commission and, as
9 such, are subject to civil penalties for each underpaid employee, as set forth in Labor Code § 558,
10 at all relevant times.

11 10. DEFENDANTS were PLAINTIFFS' employers or persons acting on behalf of
12 PLAINTIFFS' employer either individually or as an officer, agent, or employee of another person,
13 within the meaning of California Labor Code § 1197.1, who paid or caused to be paid to any
14 employee a wage less than the minimum fixed by California state law, and as such, are subject to
15 civil penalties for each underpaid employee.

16 11. DEFENDANT's uniform policies and practices alleged herein were unlawful,
17 unfair, and deceptive business practices whereby DEFENDANT retained and continue to retain
18 wages due to PLAINTIFFS and other members of the CALIFORNIA CLASS.

19 12. PLAINTIFFS and other members of the CALIFORNIA CLASS seek an injunction
20 enjoining such conduct by DEFENDANT in the future, relief for the named PLAINTIFFS and
21 other members of the CALIFORNIA CLASS who has been economically injured by
22 DEFENDANT's past and current unlawful conduct, and all other appropriate legal and equitable
23 relief.

24 **JURISDICTION AND VENUE**

25 13. This Court has jurisdiction over this Action pursuant to California Code of Civil
26 Procedure, Section 410.10 and California Business & Professions Code, Section 17203. This
27 action is brought as a Class Action on behalf of PLAINTIFF and similarly situated employees of
28 DEFENDANT pursuant to Cal. Code of Civ. Proc. § 382.

14. Venue is proper in this Court pursuant to California Code of Civil Procedure, Sections 395 and 395.5, because DEFENDANT operates in locations across California, employs the CALIFORNIA CLASS across California, including in this County, and committed the wrongful conduct herein alleged in this County against the CALIFORNIA CLASS.

THE CONDUCT

15. In violation of the applicable sections of the California Labor Code and the requirements of the Industrial Welfare Commission (“IWC”) Wage Order, DEFENDANT as a matter of company policy, practice, and procedure, intentionally, knowingly, and systematically failed to provide legally compliant meal and rest periods, failed to accurately compensate PLAINTIFFS and the other members of the CALIFORNIA CLASS for missed meal and rest periods, failed to pay PLAINTIFFS and the other members of the CALIFORNIA CLASS for all time worked, failed compensate PLAINTIFFS for off-the-clock work, failed to pay PLAINTIFFS and the other members of the CALIFORNIA CLASS overtime at the correct regular rate of pay, failed to compensate PLAINTIFFS and other members of the CALIFORNIA CLASS meal rest premiums at the regular rate, failed to reimburse PLAINTIFFS and other CALIFORNIA CLASS Members for business expenses, and failed to issue to PLAINTIFFS and the members of the CALIFORNIA CLASS with accurate itemized wage statements showing, among other things, all applicable hourly rates in effect during the pay periods and the corresponding amount of time worked at each hourly rate. DEFENDANT’s uniform policies and practices are intended to purposefully avoid the accurate and full payment for all time worked as required by California law which allows DEFENDANT to illegally profit and gain an unfair advantage over competitors who comply with the law. To the extent equitable tolling operates to toll claims by the CALIFORNIA CLASS against DEFENDANT, the CLASS PERIOD should be adjusted accordingly.

A. Meal Period Violations

16. Pursuant to the Industrial Welfare Commission Wage Orders, DEFENDANT was required to pay PLAINTIFFS and CALIFORNIA CLASS Members for all their time worked, meaning the time during which an employee is subject to the control of an employer, including

1 all the time the employee is suffered or permitted to work. From time to time during the CLASS
2 PERIOD, DEFENDANT required PLAINTIFFS and CALIFORNIA CLASS Members to work
3 without paying them for all the time they were under DEFENDANT's control. Specifically,
4 DEFENDANT required PLAINTIFFS to work while clocked out during what was supposed to
5 be PLAINTIFFS's off-duty meal break. Indeed, there were many days where PLAINTIFFS did
6 not even receive a partial lunch. As a result, the PLAINTIFFS and other CALIFORNIA CLASS
7 Members forfeited minimum wage and overtime compensation by regularly working without their
8 time being accurately recorded and without compensation at the applicable minimum wage and
9 overtime rates. DEFENDANT's uniform policy and practice not to pay PLAINTIFFS and other
10 CALIFORNIA CLASS Members for all time worked is evidenced by DEFENDANT's business
11 records.

12 17. From time to time during the CLASS PERIOD, as a result of their rigorous work
13 schedules and DEFENDANT's inadequate staffing practices, PLAINTIFFS and other
14 CALIFORNIA CLASS Members are from time to time unable to take thirty (30) minute off duty
15 meal breaks and were not fully relieved of duty for their meal periods. PLAINTIFFS and other
16 CALIFORNIA CLASS Members are required to perform work as ordered by DEFENDANT for
17 more than five (5) hours during some shifts without receiving a meal break. Further,
18 DEFENDANT fails to provide PLAINTIFFS and CALIFORNIA CLASS Members with a second
19 off-duty meal period for some workdays in which these employees are required by DEFENDANT
20 to work ten (10) hours of work. The nature of the work performed by PLAINTIFFS and other
21 CALIFORNIA CLASS Members does not qualify for the limited and narrowly construed "on-
22 duty" meal period exception. When they were provided with meal periods, PLAINTIFFS and
23 other CALIFORNIA CLASS Members were, from time to time, required to remain on duty and
24 on call. DEFENDANT's failure to provide PLAINTIFFS and the CALIFORNIA CLASS
25 Members with legally required meal breaks is evidenced by DEFENDANT's business records.
26 PLAINTIFFS and other members of the CALIFORNIA CLASS therefore forfeit meal breaks
27 without additional compensation and in accordance with DEFENDANT's strict corporate policy
28 and practice.

1 **B. Rest Period Violations**

2 18. From time to time during the CLASS PERIOD, PLAINTIFFS and other
3 CALIFORNIA CLASS Members were also required to work in excess of four (4) hours without
4 being provided ten (10) minute rest periods as a result of their rigorous work requirements and
5 DEFENDANT's inadequate staffing. Further, for the same reasons, these employees were denied
6 their first rest periods of at least ten (10) minutes for some shifts worked of at least two (2) to four
7 (4) hours from time to time, a first and second rest period of at least ten (10) minutes for some
8 shifts worked of between six (6) and eight (8) hours from time to time, and a first, second and
9 third rest period of at least ten (10) minutes for some shifts worked of ten (10) hours or more from
10 time to time. When they were provided with rest breaks, PLAINTIFF and other CALIFORNIA
11 CLASS Members were, from time to time, required to remain on duty and/or on call.
12 PLAINTIFFS and other CALIFORNIA CLASS Members were also not provided with one-hour
13 wages *in lieu* thereof. As a result of their rigorous work schedules and DEFENDANT's inadequate
14 staffing, PLAINTIFFS and other CALIFORNIA CLASS Members were from time to time denied
15 their proper rest periods by DEFENDANT and DEFENDANT's managers.

16 **C. Unreimbursed Business Expenses**

17 19. DEFENDANT as a matter of corporate policy, practice, and procedure,
18 intentionally, knowingly, and systematically failed to reimburse and indemnify the PLAINTIFFS
19 and the other CALIFORNIA CLASS Members for required business expenses incurred by the
20 PLAINTIFFS and other CALIFORNIA CLASS Members in direct consequence of discharging
21 their duties on behalf of DEFENDANT. Under California Labor Code Section 2802, employers
22 are required to indemnify employees for all expenses incurred in the course and scope of their
23 employment. Cal. Lab. Code § 2802 expressly states that "an employer shall indemnify his or her
24 employee for all necessary expenditures or losses incurred by the employee in direct consequence
25 of the discharge of his or her duties, or of his or her obedience to the directions of the employer,
26 even though unlawful, unless the employee, at the time of obeying the directions, believed them
27 to be unlawful."
28

1 20. In the course of their employment, DEFENDANT required PLAINTIFFS and
2 other CALIFORNIA CLASS Members to use their own personal cellular phones and vehicles as
3 a result of and in furtherance of their job duties. Specifically, PLAINTIFFS and other
4 CALIFORNIA CLASS Members were required to use their own personal cellular phones and
5 vehicles to conduct work related business. However, DEFENDANT unlawfully failed to
6 reimburse PLAINTIFF and other CALIFORNIA CLASS Members for the use of their personal
7 cellular phones and personal vehicles. As a result, in the course of their employment with
8 DEFENDANT, the PLAINTIFFS and other CALIFORNIA CLASS Members incurred
9 unreimbursed business expenses that included, but were not limited to, costs related to the use of
10 their personal cellular phones and vehicles, all on behalf of and for the benefit of DEFENDANT.

11 **D. Wage Statement Violations**

12 21. California Labor Code Section 226 required an employer to furnish its employees
13 and accurate itemized wage statement in writing showing (1) gross wages earned, (2) total hours
14 worked, (3) the number of piece-rate units earned and any applicable piece-rate, (4) all deductions,
15 (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the
16 name of the employee and only the last four digits of the employee's social security number or an
17 employee identification number other than a social security number, (8) the name and address of
18 the legal entity that is the employer, and (9) all applicable hourly rates in effect during the pay
19 period and the corresponding number of hours worked at each hourly rate by the employee.

20 22. From time to time during the CLASS PERIOD, when PLAINTIFFS and other
21 CALIFORNIA CLASS Members missed meal and rest breaks, or were paid inaccurately for
22 missed meal and rest period premiums, or were not paid for all hours worked, DEFENDANT also
23 failed to provide PLAINTIFFS and other CALIFORNIA CLASS Members with complete and
24 accurate wage statements which failed to show, among other things, all deductions, the total hours
25 worked and all applicable hourly rates in effect during the pay period and the corresponding
26 amount of time worked at each hourly rate, correct rates of pay for penalty payments or missed
27 meal and rest periods.

23. In addition to the foregoing, DEFENDANT, from time to time, failed to provide PLAINTIFFS and the CALIFORNIA CLASS Members with wage statements that comply with Cal. Lab. Code § 226.

24. As a result, DEFENDANT issued PLAINTIFFS and other members of the CALIFORNIA CLASS with wage statements that violate Cal. Lab. Code § 226. Further, DEFENDANT's violations are knowing and intentional, were not isolated due to an unintentional payroll error due to clerical or inadvertent mistake.

E. Off-the-Clock Work Resulting in Minimum Wage and Overtime Violations

25. During the CLASS PERIOD, from time-to-time DEFENDANT failed and continues to fail to accurately pay PLAINTIFFS and other members of the CALIFORNIA CLASS for all hours worked.

26. During the CLASS PERIOD, from time-to-time DEFENDANT required PLAINTIFFS and other members of the CALIFORNIA CLASS to perform pre-shift or post-shift working. This resulted in PLAINTIFFS and other members of the CALIFORNIA CLASS to have to work while off-the-clock.

27. DEFENDANT directed and directly benefited from the undercompensated off-the-clock work performed by PLAINTIFF and the other CALIFORNIA CLASS Members.

28. DEFENDANT controlled the work schedules, duties, and protocols, applications, assignments, and employment conditions of PLAINTIFFS and the other members of the CALIFORNIA CLASS.

29. DEFENDANT was able to track the amount of time PLAINTIFFS and the other members of the CALIFORNIA CLASS spent working; however, DEFENDANT failed to document, track, or pay PLAINTIFFS and the other members of the CALIFORNIA CLASS all wages earned and owed for all the work they performed.

30. PLAINTIFFS and the other members of the CALIFORNIA CLASS were non-exempt employees, subject to the requirements of the California Labor Code.

31. DEFENDANT's policies and practices deprived PLAINTIFFS and the other CALIFORNIA CLASS Members of all minimum regular, overtime, and double time wages owed

1 for the off-the-clock work activities. Because PLAINTIFFS and the other members of the
2 CALIFORNIA CLASS typically worked over forty (40) hours in a workweek, and more than
3 eight (8) hours per day, DEFENDANT's policies and practices also deprived them of overtime
4 pay.

5 32. DEFENDANT knew or should have known that PLAINTIFFS and the other
6 members of the CALIFORNIA CLASS off-the-clock work was compensable under the law.

7 33. As a result, PLAINTIFFS and the other members of the CALIFORNIA CLASS
8 forfeited wages due to them for all hours worked at DEFENDANT's direction, control, and
9 benefit for the time spent working while off-the-clock. DEFENDANT's uniform policy and
10 practice to not pay PLAINTIFF and the members of the CALIFORNIA CLASS wages for all
11 hours worked in accordance with applicable law is evidenced by DEFENDANT's business
12 records.

13 **F. Regular Rate Violation – Overtime, Double Time, Meal and Rest Period Premiums,**
14 **and Redeemed Sick Pay**

15 34. From time to time during the CLASS PERIOD, DEFENDANT failed and
16 continues to fail to accurately calculate and pay PLAINTIFF and the other CALIFORNIA CLASS
17 Members for their overtime and double time hours worked, meal and rest period premiums, and
18 redeemed sick pay. As a result, PLAINTIFFS and the other CALIFORNIA CLASS Members
19 forfeited wages due to them for working overtime without compensation at the correct overtime
20 and double time rates, meal and rest period premiums, and redeemed sick pay rates.
21 DEFENDANT's uniform policy and practice not to pay the CALIFORNIA CLASS Members at
22 the correct rate for all overtime and double time worked, meal and rest period premiums, and sick
23 pay in accordance with applicable law is evidenced by DEFENDANT's business records.

24 35. State law provides that employees must be paid overtime at one-and-one-half times
25 their "regular rate of pay." PLAINTIFFS and other CALIFORNIA CLASS Members were
26 compensated at an hourly rate plus incentive pay that was tied to specific elements of an
27 employee's performance.
28

1 36. The second component of PLAINTIFFS' and other CALIFORNIA CLASS
2 Members' compensation was DEFENDANTS' non-discretionary incentive program that paid
3 PLAINTIFF and other CALIFORNIA CLASS Members incentive wages based on their
4 performance for DEFENDANTS. The non-discretionary bonus program provided all employees
5 paid on an hourly basis with bonus compensation when the employees met the various
6 performance goals set by DEFENDANTS.

7 37. However, from time to time, when calculating the regular rate of pay in those pay
8 periods where PLAINTIFFS and other CALIFORNIA CLASS Members worked overtime,
9 double time, paid meal and rest period premium payments, and/or redeemed sick pay, and earned
10 non-discretionary bonuses, DEFENDANTS failed to accurately include the non-discretionary
11 bonus compensation as part of the employee's "regular rate of pay" and/or calculated all hours
12 worked rather than just all non-overtime hours worked. Management and supervisors described
13 the incentive/bonus program to potential and new employees as part of the compensation package.
14 As a matter of law, the incentive compensation received by PLAINTIFFS and other
15 CALIFORNIA CLASS Members must be included in the "regular rate of pay." The failure to do
16 so has resulted in a systematic underpayment of overtime and double time compensation, meal
17 and rest period premium payments, and redeemed sick pay to PLAINTIFFS and other
18 CALIFORNIA CLASS Members by DEFENDANTS. Specifically, California Labor Code
19 Section 246 mandates that paid sick time for non-exempt employees shall be calculated in the
20 same manner as the regular rate of pay for the workweek in which the non-exempt employee uses
21 paid sick time, whether or not the employee actually works overtime in that workweek.
22 DEFENDANTS' conduct, as articulated herein, by failing to include the incentive compensation
23 as part of the "regular rate of pay" for purposes of sick pay compensation was in violation of Cal.
24 Lab. Code § 246 the underpayment of which is recoverable under Cal. Lab. Code Sections 201,
25 202, 203, and/or 204.

26 38. In violation of the applicable sections of the California Labor Code and the
27 requirements of the Industrial Welfare Commission ("IWC") Wage Order, DEFENDANT as a
28 matter of company policy, practice, and procedure, intentionally and knowingly failed to

1 compensate PLAINTIFFS and the other members of the CALIFORNIA CLASS at the correct
2 rate of pay for all overtime and double time worked, meal and rest period premiums, and redeemed
3 sick pay as required by California law which allowed DEFENDANT to illegally profit and gain
4 an unfair advantage over competitors who complied with the law. To the extent equitable tolling
5 operates to toll claims by the CALIFORNIA CLASS Members against DEFENDANT, the
6 CLASS PERIOD should be adjusted accordingly.

7 **G. Violations for Untimely Payment of Wages**

8 39. Pursuant to California Labor Code section 204, PLAINTIFF and the
9 CALIFORNIA CLASS members were entitled to timely payment of wages during their
10 employment. PLAINTIFF and the CALIFORNIA CLASS members, from time to time, did not
11 receive payment of all wages, including, but not limited to, overtime wages, minimum wages,
12 meal period premium wages, and rest period premium wages within permissible time period.

13 **H. Failure to Provide Personnel Files**

14 40. On March 14, 2022, PLAINTIFF Salinas caused a written request via certified
15 mail to be delivered to DEFENDANTS for PLAINTIFF Salinas' personnel and employment
16 records, including but not limited to: (1) payroll records; (2) employment contracts; (3) itemized
17 pay stubs; and (4) PLAINTIFF Salinas' complete employment file.

18 41. DEFENDANTS failed to provide and/or make available to PLAINTIFF Salinas
19 her personnel records, payroll records, employment contract, and entire employment file within
20 thirty (30) days of her request stated above. In fact, as of the date of filing of this complaint,
21 DEFENDANTS have still failed to pay PLAINTIFF Salinas the statutory penalty in the amount
22 of \$750. DEFENDANTS violated Cal. Lab. Code Section 1198.5 by failing to respond and
23 provide PLAINTIFF with her employment file. Section 1198.5 states that employees (and former
24 employees) have the right to inspect personnel records maintained by the employer "related to the
25 employee's performance or to any grievance concerning the employee." Employers must allow
26 inspection or copying within thirty (30) days of the request. PLAINTIFF is now entitled to and
27 requests injunctive relief to obtain compliance with Cal. Lab. Code Section 1198.5, a statutory
28 penalty, and an award of attorneys' fees and costs for bringing this action.

42. Specifically, as to PLAINTIFFS, PLAINTIFFS were from time to time unable to take off duty meal and rest breaks and were not fully relieved of duty for their rest and meal periods. PLAINTIFFS were required to perform work as ordered by DEFENDANT for more than five (5) hours during a shift without receiving an off-duty meal break. Further, DEFENDANT failed to provide PLAINTIFF with a second off-duty meal period each workday in which he was required by DEFENDANT to work ten (10) hours of work. When DEFENDANT provided PLAINTIFFS with a rest break, they required PLAINTIFFS to remain on-duty and on-call for the rest break. DEFENDANTS policy caused PLAINTIFFS to remain on-call and on-duty during what was supposed to be their off-duty meal periods. PLAINTIFFS therefore forfeited meal and rest breaks without additional compensation and in accordance with DEFENDANT'S strict corporate policy and practice. Moreover, DEFENDANT also provided PLAINTIFFS with paystubs that failed to comply with Cal. Lab. Code § 226. Further, DEFENDANT also failed to reimburse PLAINTIFFS for required business expenses related to the use of their personal cell phone and personal vehicle, on behalf of and in furtherance of their employment with DEFENDANT. Further, failed to provide and/or make available to PLAINTIFF Salinas her personnel records, payroll records, employment contracts, and entire employment file within (30) days of all her request on March 14, 2022. To date, DEFENDANT has not fully paid PLAINTIFFS the minimum, overtime and double time compensation still owed to them or any penalty wages owed to them under Cal. Lab. Code § 203. The amount in controversy for PLAINTIFFS individually does not exceed the sum or value of \$75,000.

CLASS ACTION ALLEGATIONS

43. PLAINTIFFS bring this Class Action on behalf of themselves, and a California class defined as all persons who are or previously were employed by DEFENDANT in California and classified as non-exempt employees (the "CALIFORNIA CLASS") at any time during the period beginning four (4) years prior to the filing of this Complaint and ending on the date as determined by the Court (the "CLASS PERIOD").

44. PLAINTIFFS and the other CALIFORNIA CLASS Members have uniformly been deprived of wages and penalties from unpaid wages earned and due, including but not limited to

1 unpaid minimum wages, unpaid overtime compensation, unpaid meal and rest period premiums,
2 illegal meal and rest period policies, failed to reimburse for business expenses, failed compensate
3 for off-the-clock work, failure to provide accurate itemized wage statements, failure to maintain
4 required records, and interest, statutory and civil penalties, attorney's fees, costs, and expenses.

5 45. The members of the class are so numerous that joinder of all class members is
6 impractical.

7 46. Common questions of law and fact regarding DEFENDANT's conduct, including
8 but not limited to, off-the-clock work, unpaid meal and rest period premiums, failure to accurately
9 calculate the regular rate of pay for overtime compensation, failure to accurately calculate the
10 regular rate of compensation for missed meal and rest period premiums, failing to provide legally
11 compliant meal and rest periods, failed to reimburse for business expenses, failure to provide
12 accurate itemized wage statements accurate, and failure to ensure they are paid at least minimum
13 wage and overtime, exist as to all members of the class and predominate over any questions
14 affecting solely any individual members of the class. Among the questions of law and fact
15 common to the class are:

- 16 a. Whether DEFENDANT maintained legally compliant meal period policies and
17 practices;
- 18 b. Whether DEFENDANT maintained legally compliant rest period policies and
19 practices;
- 20 c. Whether DEFENDANT failed to pay PLAINTIFF and the CALIFORNIA CLASS
21 Members accurate premium payments for missed meal and rest periods;
- 22 d. Whether DEFENDANT failed to pay PLAINTIFF and the CALIFORNIA CLASS
23 Members accurate overtime wages;
- 24 e. Whether DEFENDANT failed to pay PLAINTIFF and the CALIFORNIA CLASS
25 Members at least minimum wage for all hours worked;
- 26 f. Whether DEFENDANT failed to compensate PLAINTIFF and the CALIFORNIA
27 CLASS Members for required business expenses;
- 28 g. Whether DEFENDANT issued legally compliant wage statements;

- 1 h. Whether DEFENDANT committed an act of unfair competition by systematically
2 failing to record and pay PLAINTIFF and the other members of the CALIFORNIA
3 CLASS for all time worked;
- 4 i. Whether DEFENDANT committed an act of unfair competition by systematically
5 failing to record all meal and rest breaks missed by PLAINTIFF and other
6 CALIFORNIA CLASS Members, even though DEFENDANT enjoyed the benefit
7 of this work, required employees to perform this work and permits or suffers to
8 permit this work;
- 9 j. Whether DEFENDANT committed an act of unfair competition in violation of the
10 UCL, by failing to provide the PLAINTIFF and the other members of the
11 CALIFORNIA CLASS with the legally required meal and rest periods.
- 12 47. PLAINTIFFS are members of the CALIFORNIA CLASS and suffered damages
13 as a result of DEFENDANT's conduct and actions alleged herein.
- 14 48. PLAINTIFFS' claims are typical of the claims of the CALIFORNIA CLASS, and
15 PLAINTIFFS have the same interests as the other members of the class.
- 16 49. PLAINTIFFS will fairly and adequately represent and protect the interests of the
17 CALIFORNIA CLASS Members.
- 18 50. PLAINTIFFS retained able class counsel with extensive experience in class action
19 litigation.
- 20 51. Further, PLAINTIFFS' interests are coincident with, and not antagonistic to, the
21 interest of the other CALIFORNIA CLASS Members.
- 22 52. There is a strong community of interest among PLAINTIFF and the members of
23 the CALIFORNIA CLASS to, inter alia, ensure that the combined assets of DEFENDANT are
24 sufficient to adequately compensate the members of the CALIFORNIA CLASS for the injuries
25 sustained.
- 26 53. The questions of law and fact common to the CALIFORNIA CLASS Members
27 predominate over any questions affecting only individual members, including legal and factual
28 issues relating to liability and damages.

54. A class action is superior to other available methods for the fair and efficient adjudication of this controversy because joinder of all class members is impractical. Moreover, since the damages suffered by individual members of the class may be relatively small, the expense and burden of individual litigation makes it practically impossible for the members of the class individually to redress the wrongs done to them. Without class certification and determination of declaratory, injunctive, statutory, and other legal questions within the class format, prosecution of separate actions by individual members of the CALIFORNIA CLASS will create the risk of:

- a. Inconsistent or varying adjudications with respect to individual members of the CALIFORNIA CLASS which would establish incompatible standards of conduct for the parties opposing the CALIFORNIA CLASS; and/or,
- b. Adjudication with respect to individual members of the CALIFORNIA CLASS which would as a practical matter be dispositive of the interests of the other members not party to the adjudication or substantially impair or impeded their ability to protect their interests.

55. Class treatment provides manageable judicial treatment calculated to bring an efficient and rapid conclusion to all litigation of all wage and hour related claims arising out of the conduct of DEFENDANT.

FIRST CAUSE OF ACTION

Unlawful Business Practices

(Cal. Bus. And Prof. Code §§ 17200, *et seq.*)

(Alleged by PLAINTIFFS and the CALIFORNIA CLASS against all Defendants)

56. PLAINTIFFS, and the other members of the CALIFORNIA CLASS, reallege and incorporate by this reference, as though fully set forth herein, the prior paragraphs of this Complaint.

57. DEFENDANT is a “person” as that term is defined under Cal. Bus. And Prof. Code § 17021.

1 58. California Business & Professions Code §§ 17200, *et seq.* (the “UCL”) defines
2 unfair competition as any unlawful, unfair, or fraudulent business act or practice. Section 17203
3 authorizes injunctive, declaratory, and/or other equitable relief with respect to unfair competition
4 as follows:

5 Any person who engages, has engaged, or proposes to engage in unfair competition may
6 be enjoined in any court of competent jurisdiction. The court may make such orders or
7 judgments, including the appointment of a receiver, as may be necessary to prevent the
8 use or employment by any person of any practice which constitutes unfair competition, as
9 defined in this chapter, or as may be necessary to restore to any person in interest any
10 money or property, real or personal, which may have been acquired by means of such
11 unfair competition. (Cal. Bus. & Prof. Code § 17203).

12 59. By the conduct alleged herein, DEFENDANT has engaged and continues to
13 engage in a business practice which violates California law, including but not limited to, the
14 applicable Wage Order(s), the California Code of Regulations and the California Labor Code
15 including Sections 201, 202, 203, 204, 210, 226.7, 510, 512, 558, 1194, 1197, 1197.1, 1198, and
16 2802, for which this Court should issue declaratory and other equitable relief pursuant to Cal.
17 Bus. & Prof. Code § 17203 as may be necessary to prevent and remedy the conduct held to
18 constitute unfair competition, including restitution of wages wrongfully withheld.

19 60. By the conduct alleged herein, DEFENDANT’s practices were unlawful and unfair
20 in that these practices violated public policy, were immoral, unethical, oppressive unscrupulous
21 or substantially injurious to employees, and were without valid justification or utility for which
22 this Court should issue equitable and injunctive relief pursuant to Section 17203 of the California
23 Business & Professions Code, including restitution of wages wrongfully withheld.

24 61. By the conduct alleged herein, DEFENDANT’s practices were deceptive and
25 fraudulent in that DEFENDANT’s uniform policy and practice failed to provide the legally
26 mandated meal and rest periods and the required amount of compensation for missed meal and
27 rest periods, failed to pay minimum and overtime wages owed, and failed to reimburse all
28 necessary business expenses incurred, due to a systematic business practice that cannot be
justified, pursuant to the applicable Cal. Lab. Code, and Industrial Welfare Commission
requirements in violation of Cal. Bus. Code §§ 17200, *et seq.*, and for which this Court should

1 issue injunctive and equitable relief, pursuant to Cal. Bus. & Prof. Code § 17203, including
2 restitution of wages wrongfully withheld.

3 62. By the conduct alleged herein, DEFENDANT's practices were also unlawful,
4 unfair, and deceptive in that DEFENDANT's employment practices caused PLAINTIFFS and the
5 other members of the CALIFORNIA CLASS to be underpaid during their employment with
6 DEFENDANT.

7 63. By the conduct alleged herein, DEFENDANT's practices were also unfair and
8 deceptive in that DEFENDANT's uniform policies, practices and procedures failed to provide
9 mandatory meal and/or rest breaks to PLAINTIFFS and the CALIFORNIA CLASS members as
10 required by Cal. Lab. Code §§ 226.7 and 512.

11 64. Therefore, PLAINTIFFS demand on behalf of themselves and on behalf of each
12 CALIFORNIA CLASS member, one (1) hour of pay for each workday in which an off-duty meal
13 period was not timely provided for each five (5) hours of work, and/or one (1) hour of pay for
14 each workday in which a second off-duty meal period was not timely provided for each ten (10)
15 hours of work.

16 65. PLAINTIFFS further demand on behalf of themselves and on behalf of each
17 CALIFORNIA CLASS member, one (1) hour of pay for each workday in which a rest period was
18 not timely provided as required by law.

19 66. By and through the unlawful and unfair business practices described herein,
20 DEFENDANT has obtained valuable property, money and services from PLAINTIFFS and the
21 other members of the CALIFORNIA CLASS, including earned wages for all time worked, and
22 has deprived them of valuable rights and benefits guaranteed by law and contract, all to the
23 detriment of these employees and to the benefit of DEFENDANT so as to allow DEFENDANT
24 to unfairly compete against competitors who comply with the law.

25 67. All the acts described herein as violations of, among other things, the Industrial
26 Welfare Commission Wage Orders, the California Code of Regulations, and the California Labor
27 Code, were unlawful and in violation of public policy, were immoral, unethical, oppressive, and
28

1 unscrupulous, were deceptive, and thereby constitute unlawful, unfair, and deceptive business
2 practices in violation of Cal. Bus. & Prof. Code §§ 17200, *et seq.*

3 68. PLAINTIFFS and the other members of the CALIFORNIA CLASS are entitled
4 to, and do, seek such relief as may be necessary to restore to them the money and property which
5 DEFENDANT has acquired, or of which PLAINTIFFS and the other members of the
6 CALIFORNIA CLASS have been deprived, by means of the above described unlawful and unfair
7 business practices, including earned but unpaid wages for all time worked.

8 69. PLAINTIFFS and the other members of the CALIFORNIA CLASS are further
9 entitled to, and do, seek a declaration that the described business practices are unlawful, unfair,
10 and deceptive, and that injunctive relief should be issued restraining DEFENDANT from
11 engaging in any unlawful and unfair business practices in the future.

12 PLAINTIFFS and the other members of the CALIFORNIA CLASS have no plain, speedy
13 and/or adequate remedy at law that will end the unlawful and unfair business practices of
14 DEFENDANT. Further, the practices herein alleged presently continue to occur unabated. As a
15 result of the unlawful and unfair business practices described herein, PLAINTIFFS and the
16 other members of the CALIFORNIA CLASS have suffered and will continue to suffer
17 irreparable legal and economic harm unless DEFENDANT is restrained from continuing to
18 engage in these unlawful and unfair business practices. **SECOND CAUSE OF ACTION**

19 **Failure To Pay Minimum Wages**

20 **(Cal. Lab. Code §§ 1194, 1197 and 1197.1)**

21 **Alleged by PLAINTIFFS and the CALIFORNIA CLASS against ALL Defendants)**

22 70. PLAINTIFFS, and the other members of the CALIFORNIA CLASS, reallege and
23 incorporate by this reference, as though fully set forth herein, the prior paragraphs of this
24 Complaint.

25 71. PLAINTIFFS and the other members of the CALIFORNIA CLASS bring a claim
26 for DEFENDANT's willful and intentional violations of the California Labor Code and the
27 Industrial Welfare Commission requirements for DEFENDANT's failure to accurately calculate
28 and pay minimum wages to PLAINTIFFS and CALIFORNIA CLASS Members.

1 72. Pursuant to Cal. Lab. Code § 204, other applicable laws and regulations, and public
2 policy, an employer must timely pay its employees for all hours worked.

3 73. Cal. Lab. Code § 1197 provides the minimum wage for employees fixed by the
4 commission is the minimum wage to be paid to employees, and the payment of a less wage than
5 the minimum so fixed is unlawful.

6 74. Cal. Lab. Code § 1194 establishes an employee's right to recover unpaid wages,
7 including minimum wage compensation and interest thereon, together with the costs of suit.

8 75. DEFENDANT maintained a uniform wage practice of paying PLAINTIFFS and
9 the other members of the CALIFORNIA CLASS without regard to the correct amount of time
10 they work. As set forth herein, DEFENDANT's uniform policy and practice was to unlawfully
11 and intentionally deny timely payment of wages due to PLAINTIFFS and the other members of
12 the CALIFORNIA CLASS.

13 76. DEFENDANT's uniform pattern of unlawful wage and hour practices manifested,
14 without limitation, applicable to the CALIFORNIA CLASS as a whole, as a result of
15 implementing a uniform policy and practice that denies accurate compensation to PLAINTIFFS
16 and the other members of the CALIFORNIA CLASS in regard to minimum wage pay.

17 77. In committing these violations of the California Labor Code, DEFENDANT
18 inaccurately calculated the correct time worked and consequently underpaid the actual time
19 worked by PLAINTIFFS and other members of the CALIFORNIA CLASS. DEFENDANTS
20 acted in an illegal attempt to avoid the payment of all earned wages, and other benefits in violation
21 of the California Labor Code, the Industrial Welfare Commission requirements and other
22 applicable laws and regulations.

23 78. As a direct result of DEFENDANT's unlawful wage practices as alleged herein,
24 PLAINTIFFS and the other members of the CALIFORNIA CLASS did not receive the correct
25 minimum wage compensation for their time worked for DEFENDANT.

26 79. During the CLASS PERIOD, PLAINTIFFS and the other members of the
27 CALIFORNIA CLASS were paid less for time worked than they were entitled to, constituting a
28 failure to pay all earned wages.

1 80. By virtue of DEFENDANT's unlawful failure to accurately pay all earned
2 compensation to PLAINTIFFS and the other members of the CALIFORNIA CLASS for the true
3 time they worked, PLAINTIFFS and the other members of the CALIFORNIA CLASS have
4 suffered and will continue to suffer an economic injury in amounts which are presently unknown
5 to them, and which will be ascertained according to proof at trial.

6 81. DEFENDANT knew or should have known that PLAINTIFFS and the other
7 members of the CALIFORNIA CLASS were under-compensated for their time worked.
8 DEFENDANT systematically elected, either through intentional malfeasance or gross
9 nonfeasance, to not pay employees for their labor as a matter of uniform company policy, practice
10 and procedure, and DEFENDANT perpetrated this systematic scheme by refusing to pay
11 PLAINTIFFS and the other members of the CALIFORNIA CLASS the correct minimum wages
12 for their time worked.

13 82. In performing the acts and practices herein alleged in violation of California labor
14 laws, and refusing to compensate the members of the CALIFORNIA CLASS for all time worked
15 and provide them with the requisite compensation, DEFENDANT acted and continues to act
16 intentionally, oppressively, and maliciously toward PLAINTIFFS and the other members of the
17 CALIFORNIA CLASS with a conscious and utter disregard for their legal rights, or the
18 consequences to them, and with the despicable intent of depriving them of their property and legal
19 rights, and otherwise causing them injury in order to increase company profits at the expense of
20 these employees.

21 83. PLAINTIFFS and the other members of the CALIFORNIA CLASS therefore
22 request recovery of all unpaid wages, according to proof, interest, statutory costs, as well as the
23 assessment of any statutory penalties against DEFENDANT, in a sum as provided by the
24 California Labor Code and/or other applicable statutes. To the extent minimum wage
25 compensation is determined to be owed to the CALIFORNIA CLASS Members who have
26 terminated their employment, DEFENDANT's conduct also violates Labor Code §§ 201 and/or
27 202, and therefore these individuals are also be entitled to waiting time penalties under Cal. Lab.
28 Code § 203, which penalties are sought herein on behalf of these CALIFORNIA CLASS

Members. DEFENDANT's conduct as alleged herein was willful, intentional and not in good faith. Further, PLAINTIFFS and other CALIFORNIA CLASS Members are entitled to seek and recover statutory costs.

THIRD CAUSE OF ACTION

Failure To Pay Overtime Compensation

(Cal. Lab. Code §§ 204, 510, 1194 and 1198)

(Alleged by PLAINTIFFS and the CALIFORNIA CLASS against ALL Defendants)

84. PLAINTIFFS, and the other members of the CALIFORNIA CLASS, reallege and incorporate by this reference, as though fully set forth herein, the prior paragraphs of this Complaint.

85. PLAINTIFFS and the other members of the CALIFORNIA CLASS bring a claim for DEFENDANT's willful and intentional violations of the California Labor Code and the Industrial Welfare Commission requirements for DEFENDANT's failure to pay these employees for all overtime worked, including, work performed in excess of eight (8) hours in a workday, and/or twelve (12) hours in a workday, and/or forty (40) hours in any workweek.

86. Pursuant to Cal. Lab. Code § 204, other applicable laws and regulations, and public policy, an employer must timely pay its employees for all hours worked.

87. Cal. Lab. Code § 510 provides that employees in California shall not be employed more than eight (8) hours per workday and/or more than forty (40) hours per workweek unless they receive additional compensation beyond their regular wages in amounts specified by law.

88. Cal. Lab. Code § 1194 establishes an employee's right to recover unpaid wages, including minimum and overtime compensation and interest thereon, together with the costs of suit. Cal. Lab. Code § 1198 further states that the employment of an employee for longer hours than those fixed by the Industrial Welfare Commission is unlawful.

89. During the CLASS PERIOD, PLAINTIFFS and CALIFORNIA CLASS Members were required by DEFENDANT to work for DEFENDANTS and were not paid for all the time they worked, including overtime work.

1 90. DEFENDANT's uniform pattern of unlawful wage and hour practices manifested,
2 without limitation, applicable to the CALIFORNIA CLASS as a whole, as a result of
3 implementing a uniform policy and practice that failed to accurately record overtime worked by
4 PLAINTIFFS and other CALIFORNIA CLASS Members and denied accurate compensation to
5 PLAINTIFFS and the other members of the CALIFORNIA CLASS for overtime worked,
6 including, the overtime work performed in excess of eight (8) hours in a workday, and/or twelve
7 (12) hours in a workday, and/or forty (40) hours in any workweek.

8 91. In committing these violations of the California Labor Code, DEFENDANT
9 inaccurately recorded overtime worked and consequently underpaid the overtime worked by
10 PLAINTIFFS and other CALIFORNIA CLASS Members. DEFENDANT acted in an illegal
11 attempt to avoid the payment of all earned wages, and other benefits in violation of the California
12 Labor Code, the Industrial Welfare Commission requirements and other applicable laws and
13 regulations.

14 92. As a direct result of DEFENDANT's unlawful wage practices as alleged herein,
15 PLAINTIFFS and the other members of the CALIFORNIA CLASS did not receive the correct
16 overtime compensation for their time worked for DEFENDANT.

17 93. Cal. Lab. Code § 515 sets out various categories of employees who are exempt
18 from the overtime requirements of the law. None of these exemptions are applicable to
19 PLAINTIFFS and the other members of the CALIFORNIA CLASS. Further, PLAINTIFFS and
20 the other members of the CALIFORNIA CLASS are not subject to a valid collective bargaining
21 agreement that would preclude the causes of action contained herein this Complaint. Rather,
22 PLAINTIFFS bring this Action on behalf of themselves and the CALIFORNIA CLASS based on
23 DEFENDANT's violations of non-negotiable, non-waivable rights provided by the State of
24 California.

25 94. During the CLASS PERIOD, PLAINTIFFS and the other members of the
26 CALIFORNIA CLASS were paid less for overtime worked that they were entitled to, constituting
27 a failure to pay all earned wages.
28

1 95. DEFENDANT failed to accurately pay PLAINTIFFS and the other members of
2 the CALIFORNIA CLASS overtime wages for the time they worked which was in excess of the
3 maximum hours permissible by law as required by Cal. Lab. Code §§ 510, 1194, & 1198, even
4 though PLAINTIFFS and the other members of the CALIFORNIA CLASS were regularly
5 required to work, and did in fact work overtime, and did in fact work overtime as to which
6 DEFENDANT failed to accurately record and pay as evidenced by DEFENDANT's business
7 records and witnessed by employees.

8 96. By virtue of DEFENDANT's unlawful failure to accurately pay all earned
9 compensation to PLAINTIFFS and the other members of the CALIFORNIA CLASS for the true
10 amount of overtime they worked, PLAINTIFFS and the other members of the CALIFORNIA
11 CLASS have suffered and will continue to suffer an economic injury in amounts which are
12 presently unknown to them, and which will be ascertained according to proof at trial.

13 97. DEFENDANT knew or should have known that PLAINTIFFS and the other
14 members of the CALIFORNIA CLASS were undercompensated for their time worked.
15 DEFENDANT systematically elected, either through intentional malfeasance or gross
16 nonfeasance, to not pay them for their labor as a matter of uniform company policy, practice and
17 procedure, and DEFENDANT perpetrated this systematic scheme by refusing to pay
18 PLAINTIFFS and the other members of the CALIFORNIA CLASS the correct overtime wages
19 for their overtime worked.

20 98. In performing the acts and practices herein alleged in violation of California labor
21 laws, and refusing to compensate the members of the CALIFORNIA CLASS for all time worked
22 and provide them with the requisite compensation, DEFENDANT acted and continues to act
23 intentionally, oppressively, and maliciously toward PLAINTIFFS and the other members of the
24 CALIFORNIA CLASS with a conscious of and utter disregard for their legal rights, or the
25 consequences to them, and with the despicable intent of depriving them of their property and legal
26 rights, and otherwise causing them injury in order to increase company profits at the expense of
27 these employees.

99. Therefore, PLAINTIFFS and the other members of the CALIFORNIA CLASS request recovery of overtime wages, according to proof, interest, statutory costs, as well as the assessment of any statutory penalties against DEFENDANT, in a sum as provided by the California Labor Code and/or other applicable statutes. To the extent overtime compensation is determined to be owed to the CALIFORNIA CLASS Members who have terminated their employment, DEFENDANT'S conduct also violates Labor Code §§ 201 and/or 202, and therefore these individuals are also be entitled to waiting time penalties under Cal. Lab. Code § 203, which penalties are sought herein. DEFENDANT's conduct as alleged herein was willful, intentional, and not in good faith. Further, PLAINTIFFS and other CALIFORNIA CLASS Members are entitled to seek and recover statutory costs.

FOURTH CAUSE OF ACTION

Failure To Provide Required Meal Periods

(Cal. Lab. Code §§ 226.7 & 512)

(Alleged by PLAINTIFFS and the CALIFORNIA CLASS against all Defendants)

100. PLAINTIFFS and the other members of the CALIFORNIA CLASS, reallege and incorporate by this reference, as though fully set forth herein, the prior paragraphs of this Complaint.

101. During the CLASS PERIOD, DEFENDANTS failed to provide all the legally required off-duty meal breaks to PLAINTIFFS and the other CALIFORNIA CLASS Members as required by the applicable Wage Order and Labor Code. The nature of the work performed by PLAINTIFFS and CALIFORNIA CLASS Members did not prevent these employees from being relieved of all of their duties for the legally required off-duty meal periods. As a result of their rigorous work schedules, PLAINTIFFS and other CALIFORNIA CLASS Members were often not fully relieved of duty by DEFENDANT for their meal periods. Additionally, DEFENDANT's failure to provide PLAINTIFFS and the CALIFORNIA CLASS Members with legally required meal breaks prior to their fifth (5th) hour of work is evidenced by DEFENDANT's business records. Further, DEFENDANT failed to provide PLAINTIFFS and CALIFORNIA CLASS Members with a second off-duty meal period in some workdays in which these employees were

1 required by DEFENDANT to work ten (10) hours of work. As a result, PLAINTIFFS and other
2 members of the CALIFORNIA CLASS forfeited meal breaks without additional compensation
3 and in accordance with DEFENDANT's strict corporate policy and practice.

4 102. DEFENDANT further violated California Labor Code §§ 226.7 and the applicable
5 IWC Wage Order by failing to compensate PLAINTIFFS and CALIFORNIA CLASS Members
6 who were not provided a meal period, in accordance with the applicable Wage Order, one
7 additional hour of compensation at each employee's regular rate of pay for each workday that a
8 meal period was not provided.

9 103. As a proximate result of the aforementioned violations, PLAINTIFFS and
10 CALIFORNIA CLASS Members have been damaged in an amount according to proof at trial,
11 and seek all wages earned and due, interest, penalties, expenses and costs of suit.

12 **FIFTH CAUSE OF ACTION**

13 **Failure To Provide Required Rest Periods**

14 **(Cal. Lab. Code §§ 226.7 & 512)**

15 **(Alleged by PLAINTIFFS and the CALIFORNIA CLASS against all Defendants)**

16 104. PLAINTIFFS, and the other members of the CALIFORNIA CLASS, reallege and
17 incorporate by this reference, as though fully set forth herein, the prior paragraphs of this
18 Complaint.

19 105. From time to time, PLAINTIFFS and other CALIFORNIA CLASS Members were
20 required to work in excess of four (4) hours without being provided ten (10) minute rest periods.
21 Further, these employees were denied their first rest periods of at least ten (10) minutes for some
22 shifts worked of at least two (2) to four (4) hours, a first and second rest period of at least ten (10)
23 minutes for some shifts worked of between six (6) and eight (8) hours, and a first, second and
24 third rest period of at least ten (10) minutes for some shifts worked of ten (10) hours or more.
25 PLAINTIFFS and other CALIFORNIA CLASS Members were also not provided with one-hour
26 wages *in lieu* thereof. As a result of their rigorous work schedules, PLAINTIFFS and other
27 CALIFORNIA CLASS Members were periodically denied their proper rest periods by
28 DEFENDANT and DEFENDANT's managers. In addition, DEFENDANT failed to compensate

1 PLAINTIFFS and other CALIFORNIA CLASS Members for their rest periods as required by the
2 applicable Wage Order and Labor Code. As a result, DEFENDANT's failure to provide
3 PLAINTIFF and the CALIFORNIA CLASS Members with all the legally required paid rest
4 periods is evidenced by DEFENDANT's business records.

5 106. DEFENDANT further violated California Labor Code §§ 226.7 and the applicable
6 IWC Wage Order by failing to compensate PLAINTIFFS and CALIFORNIA CLASS Members
7 who were not provided a rest period, in accordance with the applicable Wage Order, one
8 additional hour of compensation at each employee's regular rate of pay for each workday that rest
9 period was not provided.

10 107. As a proximate result of the aforementioned violations, PLAINTIFFS and
11 CALIFORNIA CLASS Members have been damaged in an amount according to proof at trial,
12 and seek all wages earned and due, interest, penalties, expenses and costs of suit.

13 **SIXTH CAUSE OF ACTION**

14 **Failure To Reimburse Employees For Required Expenses**

15 **(Cal. Lab. Code §§ 2802)**

16 **(Alleged by PLAINTIFFS and the CALIFORNIA CLASS against all Defendants)**

17 108. PLAINTIFFS, and the other members of the CALIFORNIA CLASS, reallege and
18 incorporate by this reference, as though fully set forth herein, the prior paragraphs of this
19 Complaint.

20 109. Cal. Lab. Code § 2802 provides, in relevant part, that:

21 An employer shall indemnify his or her employee for all necessary expenditures or
22 losses incurred by the employee in direct consequence of the discharge of his or her
23 duties, or of his or her obedience to the directions of the employer, even though
24 unlawful, unless the employee, at the time of obeying the directions, believed them
25 to be unlawful.

26 110. From time to time during the CLASS PERIOD, DEFENDANT violated Cal. Lab.
27 Code § 2802, by failing to indemnify and reimburse PLAINTIFFS and the CALIFORNIA CLASS
28 members for required expenses incurred in the discharge of their job duties for DEFENDANT's
benefit. DEFENDANT failed to reimburse PLAINTIFFS and the CALIFORNIA CLASS
members for expenses which included, but were not limited to, costs related to using their personal

cellular phones and personal vehicles all on behalf of and for the benefit of DEFENDANT. Specifically, PLAINTIFFS and other CALIFORNIA CLASS Members were required by DEFENDANTS to use their personal cellular phones and personal vehicles to execute their essential job duties on behalf of DEFENDANT. DEFENDANT's uniform policy, practice and procedure was to not reimburse PLAINTIFFS and the CALIFORNIA CLASS members for expenses resulting from using their personal cellular phones and vehicles for DEFENDANT within the course and scope of their employment for DEFENDANT. These expenses were necessary to complete their principal job duties. DEFENDANT is estopped by DEFENDANT's conduct to assert any waiver of this expectation. Although these expenses were necessary expenses incurred by PLAINTIFFS and the CALIFORNIA CLASS members, DEFENDANT failed to indemnify and reimburse PLAINTIFFS and the CALIFORNIA CLASS members for these expenses as an employer is required to do under the laws and regulations of California.

111. PLAINTIFFS therefore demand reimbursement for expenditures or losses incurred by them and the CALIFORNIA CLASS members in the discharge of their job duties for DEFENDANT, or their obedience to the directions of DEFENDANT, with interest at the statutory rate and costs under Cal. Lab. Code § 2802.

SEVENTH CAUSE OF ACTION

Failure To Provide Accurate Itemized Statements

(Cal. Lab. Code § 226)

(Alleged by PLAINTIFFS and the CALIFORNIA CLASS against all Defendants)

112. PLAINTIFFS, and the other members of the CALIFORNIA CLASS, reallege and incorporate by this reference, as though fully set forth herein, the prior paragraphs of this Complaint.

113. Cal. Labor Code § 226 provides that an employer must furnish employees with an "accurate itemized" statement in writing showing:

- a. Gross wages earned,
- b. (2) total hours worked by the employee, except for any employee whose compensation is solely based on a salary and who is exempt from payment of

overtime under subdivision (a) of Section 515 or any applicable order of the Industrial Welfare Commission,

- c. the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis,
- d. all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item,
- e. net wages earned,
- f. the inclusive dates of the period for which the employee is paid,
- g. the name of the employee and his or her social security number, except that by January 1, 2008, only the last four digits of his or her social security number of an employee identification number other than social security number may be shown on the itemized statement,
- h. the name and address of the legal entity that is the employer, and
- i. all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee.

114. When DEFENDANT did not accurately record PLAINTIFFS' and other CALIFORNIA CLASS Members' missed meal and rest breaks, or were paid inaccurate missed meal and rest break premiums, or were not paid for all hours worked, DEFENDANT violated Cal. Lab. Code § 226 in that DEFENDANT failed to provide PLAINTIFF and other CALIFORNIA CLASS Members with complete and accurate wage statements which failed to show, among other things, all deductions, the accurate gross wages earned, net wages earned, the total hours worked and all applicable hourly rates in effect during the pay period and the corresponding amount of time worked at each hourly rate, and correct rates of pay for penalty payments or missed meal and rest periods.

115. In addition to the foregoing, DEFENDANTS failed to provide itemized wage statements to PLAINTIFF and members of the CALIFORNIA CLASS that complied with the requirements of California Labor Code Section 226.

116. DEFENDANT knowingly and intentionally failed to comply with Cal. Lab. Code § 226, causing injury and damages to PLAINTIFFS and the other members of the CALIFORNIA CLASS. These damages include, but are not limited to, costs expended calculating the correct wages for all missed meal and rest breaks and the amount of employment taxes which were not properly paid to state and federal tax authorities. These damages are difficult to estimate. Therefore, PLAINTIFFS and the other members of the CALIFORNIA CLASS may elect to recover liquidated damages of fifty dollars (\$50.00) for the initial pay period in which the violation occurred, and one hundred dollars (\$100.00) for each violation in a subsequent pay period pursuant to Cal. Lab. Code § 226, in an amount according to proof at the time of trial (but in no event more than four thousand dollars (\$4,000.00) for PLAINTIFFS and each respective member of the CALIFORNIA CLASS herein).

EIGHTH CAUSE OF ACTION

Failure To Pay Wages When Due

(Cal. Lab. Code § 203)

(Alleged by PLAINTIFFS and the CALIFORNIA CLASS against all Defendants)

117. PLAINTIFFS, and the other members of the CALIFORNIA CLASS, reallege and incorporate by this reference, as though fully set forth herein, the prior paragraphs of this Complaint.

118. Cal. Lab. Code § 200 provides that:

As used in this article:

- (d) "Wages" includes all amounts for labor performed by employees of every description, whether the amount is fixed or ascertained by the standard of time, task, piece, Commission basis, or other method of calculation.
- (e) "Labor" includes labor, work, or service whether rendered or performed under contract, subcontract, partnership, station plan, or other agreement if the to be paid for is performed personally by the person demanding payment.

119. Cal. Lab. Code § 201 provides, in relevant part, that "If an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately."

120. Cal. Lab. Code § 202 provides, in relevant part, that:

1 If an employee not having a written contract for a definite period quits his or her
2 employment, his or her wages shall become due and payable not later than 72 hours
3 thereafter, unless the employee has given 72 hours previous notice of his or her intention
4 to quit, in which case the employee is entitled to his or her wages at the time of quitting.
5 Notwithstanding any other provision of law, an employee who quits without providing a
6 72-hour notice shall be entitled to receive payment by mail if he or she so requests and
7 designates a mailing address. The date of the mailing shall constitute the date of payment
8 for purposes of the requirement to provide payment within 72 hours of the notice of
9 quitting.

10 121. There was no definite term in PLAINTIFFS' or any CALIFORNIA CLASS
11 Members' employment contract.

12 122. Cal. Lab. Code § 203 provides:

13 If an employer willfully fails to pay, without abatement or reduction, in accordance with
14 Sections 201, 201.5, 202, and 205.5, any wages of an employee who is discharged or who
15 quits, the wages of the employee shall continue as a penalty from the due date thereof at
16 the same rate until paid or until an action therefor is commenced; but the wages shall not
17 continue for more than 30 days.

18 123. The employment of PLAINTIFFS and many CALIFORNIA CLASS Members
19 terminated, and DEFENDANT has not tendered payment of wages to these employees who
20 missed meal and rest breaks, as required by law.

21 124. Therefore, as provided by Cal Lab. Code § 203, on behalf of themselves and the
22 members of the CALIFORNIA CLASS whose employment has, PLAINTIFFS demand up to
23 thirty (30) days of pay as penalty for not paying all wages due at time of termination for all
24 employees who terminated employment during the CLASS PERIOD and demand an accounting
25 and payment of all wages due, plus interest and statutory costs as allowed by law.

26 **PRAYER FOR RELIEF**

27 WHEREFORE, PLAINTIFFS pray for a judgment against each Defendant, jointly and
28 severally, as follows:

1. On behalf of the CALIFORNIA CLASS:

- a. That the Court certify the First Cause of Action asserted by the CALIFORNIA
CLASS as a class action pursuant to Cal. Code of Civ. Proc. § 382;
- b. An order temporarily, preliminarily and permanently enjoining and restraining
DEFENDANTS from engaging in similar unlawful conduct as set forth herein;
- c. An order requiring DEFENDANTS to pay all overtime wages and all sums

unlawfully withheld from compensation due to PLAINTIFFS and the other members of the CALIFORNIA CLASS; and

d. Restitutionary disgorgement of DEFENDANT's ill-gotten gains into a fluid fund for restitution of the sums incidental to DEFENDANT's violations due to PLAINTIFFS and to the other members of the CALIFORNIA CLASS.

2. On behalf of the CALIFORNIA CLASS:

a. That the Court certify the Second, Third, Fourth, Fifth, Sixth, Seventh, and Eighth Causes of Action asserted by the CALIFORNIA CLASS as a class action pursuant to Cal. Code of Civ. Proc. § 382;

b. Compensatory damages, according to proof at trial, including compensatory damages for overtime compensation due to PLAINTIFFS and the other members of the CALIFORNIA CLASS, during the applicable CLASS PERIOD plus interest thereon at the statutory rate;

c. Meal and rest period compensation pursuant to Cal. Lab. Code §§ 226.7, 512 and the applicable IWC Wage Order;

d. The greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation occurs and one hundred dollars (\$100) per each member of the CALIFORNIA CLASS for each violation in a subsequent pay period, not exceeding an aggregate penalty of four thousand dollars (\$4,000), and an award of costs for violation of Cal. Lab. Code § 226

e. The wages of all terminated employees from the CALIFORNIA CLASS as a penalty from the due date thereof at the same rate until paid or until an action therefore is commenced, in accordance with Cal. Lab. Code § 203.

f. The amount of the expenses PLAINTIFFS and each member of the CALIFORNIA CLASS incurred in the course of their job duties, plus interest, and costs of suit.

3. On all claims:

a. An award of interest, including prejudgment interest at the legal rate;

b. Such other and further relief as the Court deems just and equitable; and

1 c. An award of penalties, attorneys' fees, and costs of suit, as allowable under the law,
2 including, but not limited to, pursuant to Labor Code § 218.5, § 226, and/or § 1194.
3

4 DATED: May 18, 2022

ZAKAY LAW GROUP, APLC

5
6 By: 
7 Shani O. Zakay
8 Attorney for PLAINTIFFS
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11

12 **DEMAND FOR A JURY TRIAL**

13 PLAINTIFFS demands a jury trial on issues triable to a jury.
14

15 DATED: May 18, 2022

ZAKAY LAW GROUP, APLC

16
17 By: 
18 Shani O. Zakay
19 Attorney for PLAINTIFFS
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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:

California Truck Driving
Academy, LLC.
c/o Harveen Singh
500 N. Brand Blvd., Ste 2100
Glendale, CA 91203



9590 9402 7412 2055 9630 79

2. Article Number (Transfer from service label)

7021 2720 0000 9972 7225

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X *[Signature]*

- ☐ Agent
☐ Addressee

B. Received by (Printed Name)

Andrea

C. Date of Delivery

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

5/20/22 002-324

3. Service Type

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