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12 Attorneys for Plaintiff KEITH HUCKABY,
 13 individually and on behalf of all aggrieved
 14 employees and the general public

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
 COUNTY OF LOS ANGELES

KEITH HUCKABY, individually and on
 behalf of all aggrieved employees and the
 general public,

Plaintiff,

v.

CRST EXPEDITED, INC., an Iowa
 corporation; CRST INTERNATIONAL,
 INC., an Iowa corporation; and DOES 1
 through 30, inclusive;

Defendants.

Case No. **21STCV37657**

REPRESENTATIVE COMPLAINT FOR DAMAGES:

1. Failure to Pay Minimum Wages Under PAGA;
2. Failure to Pay Statutory/Contractual Wages Under PAGA;
3. Failure to Provide Rest Periods Brought Under PAGA;
4. Failure to Provide Meal Periods Brought Under PAGA;
5. Failure to Reimburse Business Expenses Under PAGA;
6. Failure to Provide Itemized Wage Statements and Maintain Payroll Records Under PAGA;
7. Failure to Timely Pay Wages Under PAGA.

DEMAND FOR JURY TRIAL

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2 Plaintiff KEITH HUCKABY (collectively hereinafter “PLAINTIFF”), acting in the
3 interests of all current and former employees that have a residential address in California and/or
4 were assigned or associated with a terminal in California, and worked as a truck driver for
5 CRST (“CA Truck Drivers”) (collectively, these current and former employees that have
6 worked for DEFENDANTS are referred to as “Aggrieved Employees”), brings this action
7 against CRST EXPEDITED, INC. and CRST INTERNATIONAL, INC., and DOES 1 through
8 30, inclusive, (collectively, “CRST” or “DEFENDANTS”), and alleges upon information and
9 belief, as follows:

10 **NATURE OF ACTION**

11 1. Pursuant to California’s Private Attorneys General Act of 2004 (“PAGA”),
12 PLAINTIFF brings this action against DEFENDANTS for wage and hour abuses in violation
13 of the California Labor Code (“Labor Code”) and the Industrial Welfare Commission (“IWC”)
14 Wage Orders.

15 2. PLAINTIFF, on behalf of himself and all Aggrieved Employees and the general
16 public, brings this action seeking penalties, equitable relief, injunctive relief, restitutionary
17 relief, and reasonable attorney fees and costs.

18 **JURISDICTION AND VENUE**

19 3. Pursuant to Article VI, section 10 of the California Constitution, subject matter
20 jurisdiction is proper in the Superior Court of California, County of Los Angeles, because
21 PLAINTIFF has alleged state law claims pursuant to California Labor Code sections 201-204,
22 221, 223, 226, 226.2, 226.7, 512, 1174, 1182.11, 1194, 1197, 1197.1, 1198, 2698-2699, 2800
23 and 2802 and IWC Wage Orders.

24 4. This Court has jurisdiction over DEFENDANTS because each is an association,
25 corporation, business entity, or individual that, at all times mentioned herein, were authorized
26 to do business in the State of California and did substantial business in the State of California
27 and in the County of Los Angeles.

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5. Venue is proper in this district because a substantial part of the events or omissions giving rise to the claims occurred in Los Angeles County. At all times mentioned herein, PLAINTIFF resided in Los Angeles County and CRST is subject to the Court's personal jurisdiction in that it has substantial contacts with and conducts business in California and employs a substantial number of Aggrieved Employees therein.

PARTIES

6. PLAINTIFF, KEITH HUCKABY, is an individual and at all times relevant herein, resided in the State of California and in the county of Los Angeles.

7. At all relevant times herein, PLAINTIFF was employed by CRST as a truck driver and was assigned or associated with a terminal in California from approximately April 2019 to September 2020.

8. On information and belief, Defendant CRST Expedited, Inc. is a corporation formed under the laws of Iowa that is engaged in the ownership and operation of a truckload carrier company that provides transportation services throughout California.

9. On information and belief, CRST Expedited, Inc. is now and at all times mentioned in this Representative Complaint for Damages (“Complaint”) conducting business within the State of California and is licensed to do business and is actually doing business in the State of California.

10. On information and belief, Defendant CRST International, Inc. is a corporation formed under the laws of Iowa that provides management and operational services to CRST Expedited, Inc.

11. On information and belief, CRST International, Inc. is now and at all times mentioned in this Complaint conducting business within the State of California and is licensed to do business and is actually doing business in the State of California.

12. DEFENDANTS are “employers” of PLAINTIFF and the other Aggrieved Employees working at and on behalf of its businesses, as defined in the Labor Code and IWC Wage Orders, and caused or permitted the violations at issue in this Complaint. The DEFENDANTS acted as agents, directly or indirectly, of each other in violating the Labor

Code and were therefore also employers in the State of California, as defined in the Labor Code and the Wage Order.

13. DEFENDANTS' violations as described in this Complaint were knowing, intentional, deliberate, and willful.

14. The true names and capacities, whether individual, corporate, associate, or otherwise of the defendants named herein as DOES 1 through 30, are unknown to PLAINTIFF at this time. PLAINTIFF therefore sues said defendants by such fictitious names pursuant to California Code of Civil Procedure section 474. PLAINTIFF will seek leave to amend the Complaint to allege the true names and capacities of DOES 1 through 30 when their names are ascertained. PLAINTIFF is informed and believes, and based thereon alleges, that each of the DOE defendants are in some manner liable to PLAINTIFF for the events and actions alleged herein.

15. At all times mentioned in the causes of action into which this paragraph is incorporated by reference, each and every defendant was the agent or employee of each and every other defendant. In doing the things alleged in the causes of action into which this paragraph is incorporated by reference, each and every defendant was acting within the course and scope of this agency or employment and was acting with the consent, permission, and authorization of each of the remaining defendants. All actions of each defendant alleged in the causes of action into which this paragraph is incorporated by reference were ratified and approved by the officers or managing agents of every other defendant.

16. At all relevant times, DEFENDANTS, including those named herein as doe defendants, have operated, and currently operate, as a single business enterprise. Though such DEFENDANTS have multiple corporate, entity, and individual personalities, there is but one enterprise and this enterprise has been so handled that it should respond, as a whole and jointly, but severally by each of its constituent parts, for the acts committed by DEFENDANTS. Each corporation, individual, and entity has been, and is, merely an instrument and conduit for the others in the prosecution of a single business venture. There is such a unity of interest and ownership among these DEFENDANTS that the separate personalities of the corporations,

1 individuals, and entities no longer exist. If the separate acts of the DEFENDANTS are treated
2 as those of each defendant alone, an inequitable result will follow in that DEFENDANTS will
3 evade and effectively frustrate the statutes and statutory schemes set forth below which are
4 meant to protect employees and the public welfare, and DEFENDANTS separately may have
5 insufficient assets to respond to the ultimate award of damages, costs, and penalties in this case.
6 Further, an award of penalties against one or more of the defendants alone will not accurately
7 reflect the amount necessary for punishment of the entire business enterprise conducted by
8 DEFENDANTS.

9 17. PLAINTIFF alleges on information and belief that DOES 1 through 15 were and
10 are corporations or other business entities, which were authorized to do business and did
11 business in Los Angeles County. PLAINTIFF alleges on information and belief that DOES 16
12 through 30 are individuals who at all relevant times herein were and are employees, managers,
13 supervisors, managing agents, or officers of DEFENDANTS and/or DOES 1 through 15.

14 18. PLAINTIFF is informed and believes, and based thereon alleges, that each of
15 DEFENDANTS, including the defendants sued under fictitious names, is in some manner
16 responsible for the wrongs and damages alleged below and in so acting was functioning as the
17 agent, servant, partner, alter ego, and/or employee of the co-defendants, and in taking the
18 actions mentioned below was acting within the course and scope of his or her authority as such
19 agent, servant, partner, alter ego, and/or employee, with the knowledge, permission, consent,
20 and ratification of the co-defendants.

21 19. Each defendant acted in all respects pertinent to this action as the agent of the
22 other defendants, carried out a joint scheme, business plan, or policy in all respects pertinent
23 hereto, and the acts of each defendant are legally attributable to the other defendants.

24 **GENERAL ALLEGATIONS**

25 20. CRST Expedited, Inc. is an Iowa corporation that is engaged in the ownership
26 and operation of a truckload carrier company that provides transportation services throughout
27 California.

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1 21. CRST International, Inc. is an Iowa corporation that provides management and
2 operational services to CRST Expedited, Inc.

3 22. PLAINTIFF was employed by CRST as a truck driver and was assigned or
4 associated with a terminal in California from approximately April 2019 to September 2020.
5 The primary obligations and responsibilities of PLAINTIFF as a truck driver included driving
6 and dropping off freight for CRST. His work task included, but were not limited to: locating,
7 inspecting, fueling and maintaining vehicles; hooking up and unhooking trailers; verifying
8 loads; planning trips; completing daily logs, shipping documents and other paperwork; using
9 the onboard computer system; and, waiting for customers and dispatch.

10 23. Pursuant to company policy and/or practice and/or direction, during the time
11 they were paid on a piece-rate basis, PLAINTIFF and the CA Truck Drivers were not paid
12 minimum wage for all hours worked, including time spent under the control of DEFENDANTS
13 performing non-piece-rate work.

14 24. Pursuant to company policy and/or practice and/or direction, during the time
15 they were paid on a piece-rate basis, PLAINTIFF and the CA Truck Drivers were not properly
16 compensated by DEFENDANTS for all hours they were suffered and permitted to work, as
17 required by California law.

18 25. Pursuant to company policy and/or practice and/or direction, PLAINTIFF and
19 the CA Truck Drivers were required to purchase their own tools (i.e., cell phones) needed to
20 perform the required functions of the job and were not paid at least double minimum wage for
21 all time worked.

22 26. Pursuant to company policy and/or practice and/or direction, PLAINTIFF and
23 the CA Truck Drivers were deprived of their mandatory rest periods and were not paid
24 premium pay.

25 27. Pursuant to company policy and/or practice and/or direction, PLAINTIFF and
26 the CA Truck Drivers were deprived of their mandatory meal periods and were not paid
27 premium pay.

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1 28. Pursuant to company policy and/or practice and/or direction, PLAINTIFF and
2 the other Aggrieved Employees were not reimbursed for business expenses necessarily incurred
3 in the discharge of their duties.

4 29. Pursuant to company policy and/or practice and/or direction, PLAINTIFF and
5 the other Aggrieved Employees did not receive accurate itemized wage statements as required
6 by the California Labor Code.

7 30. Pursuant to company policy and/or practice and/or direction, PLAINTIFF and
8 the other Aggrieved Employees did not timely receive their wages within the time set forth by
9 the California Labor Code.

10 **ALLEGATIONS REGARDING PAGA REPRESENTATIVE ACTION**

11 31. PLAINTIFF seeks the recovery of penalties on behalf of himself and Aggrieved
12 Employees under PAGA. PAGA permits an “aggrieved employee” to bring a lawsuit on behalf
13 of himself and other current and/or former employees, on a representative basis, to address an
14 employer’s violations of the California Labor Code. In this case, DEFENDANTS violated
15 California Labor Code sections 201-204, 221, 223, 226, 226.2, 226.7, 512, 1174, 1182.11,
16 1194, 1197, 1197.1, 1198, 2698-2699, 2800 and 2802 and IWC Wage Orders, as set forth more
17 fully below. PLAINTIFF seeks PAGA penalties on behalf of himself, DEFENDANTS’
18 Aggrieved Employees, and the State of California.

19 32. “Aggrieved Employees” include any current and former employees that have a
20 residential address in California and/or was assigned or associated with a terminal in California
21 and worked as a truck driver for CRST from August 9, 2020 through the date of final
22 disposition of this action.

23 33. PLAINTIFF’s claims for relief are suitable for treatment as a representative
24 action under PAGA for the following reasons:

25 (a) The violations set forth herein allege violations of the California Labor
26 Code for which the California Labor Code provides a civil penalty to be
27 assessed and recovered by the Labor and Workforce Development Agency
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1 (“LWDA”) and/or its departments, divisions, commissions, boards, agencies, or
2 employees;

3 (b) PLAINTIFF is an “aggrieved employee,” because he was employed by
4 DEFENDANTS and suffered each of the violations alleged herein;

5 (c) PLAINTIFF has complied with the requirement to commence a civil
6 action pursuant to California Labor Code section 2699.3; and,

7 (d) PLAINTIFF has complied with the exhaustion requirements of PAGA
8 by providing notice by certified letter on August 9, 2021, to Defendants CRST
9 EXPEDITED, INC. and CRST INTERNATIONAL, INC. and the LWDA
10 concerning the PAGA claims PLAINTIFF intends to pursue. More than sixty-
11 five (65) calendar days have elapsed since PLAINTIFF sent that letter, and the
12 LWDA has not provided notice of its intent to investigate, nor have Defendants
13 CRST EXPEDITED, INC. or CRST INTERNATIONAL, INC. provided notice
14 that they have cured any of the alleged violations, as may be applicable.

15 **FACTUAL ALLEGATIONS**

16 34. At all times relevant herein, DEFENDANTS employed and continue to employ
17 PLAINTIFF and the other Aggrieved Employees at terminals and/or on routes throughout
18 California.

19 35. PLAINTIFF is informed and believes, and based thereon alleges, that
20 DEFENDANTS are and were advised by skilled lawyers and other professionals, employees,
21 and advisors with knowledge of the requirements of California’s wage and hour laws.

22 36. DEFENDANTS failed to compensate PLAINTIFF and the CA Truck Drivers
23 for all hours worked, in violation of Labor Code sections 1194, 1197, 1197.1, 1182.11, 221 and
24 223 and IWC Wage Orders. For example, PLAINTIFF and the CA Truck Drivers were not
25 paid for time spent regularly performing non-Driving Piece-Rate Tasks, including but not
26 limited to the following: conducting pre-trip and post-trip inspections of the truck, trailer, and
27 equipment; filling out freight transportation paperwork/inspection reports; waiting on
28 customers and dispatch; and, truck fueling between various legs of their routes. As required by

1 law, PLAINTIFF and the CA Truck Drivers were entitled to separate hourly compensation for
2 time spent performing tasks directed by DEFENDANTS during their work shifts for which
3 they could not earn a piece-rate.

4 37. PLAINTIFF is informed and believes, and thereon alleges, that DEFENDANTS
5 know, should know, knew, and/or should have known that PLAINTIFF and the CA Truck
6 Drivers were not being paid at least the minimum wage for all hours worked as required by
7 Labor Code sections 1194, 1197, 1182.11, 221, 223 and 226.2, and IWC Wage Orders.

8 38. DEFENDANTS did not provide PLAINTIFF and the CA Truck Drivers with all
9 required rest periods in violation of Labor Code sections 226.2 and 226.7, and IWC Wage
10 Orders. As a result of DEFENDANTS' company-wide policies and practices, PLAINTIFF and
11 the CA Truck Drivers were regularly compelled to work over a four-hour period (or major
12 fraction thereof) without an authorized or permitted paid rest period. For example,
13 PLAINTIFF and the CA Truck Drivers regularly were required to work through rest breaks in
14 order to meet with customers or complete sales. There was no policy or procedure to relieve
15 PLAINTIFF and CA Truck Drivers when they were assisting a customer so that they could take
16 a timely rest break. Furthermore, DEFENDANTS did not pay PLAINTIFF and the CA Truck
17 Drivers for any rest periods when they were paid solely on a piece-rate basis because they were
18 not paid any separate hourly compensation for time spent taking rest breaks. PLAINTIFF and
19 the CA truck drivers should have been compensated for rest and recovery periods at a regular
20 hourly rate that is no less than the higher of: (i) an average hourly rate determined by dividing
21 the total compensation for the workweek, exclusive of compensation for rest and recovery
22 periods and any premium compensation for overtime, by the total hours worked during the
23 workweek, exclusive of rest and recovery periods; (ii) the applicable minimum wage.

24 39. DEFENDANTS not only failed to authorize and permit PLAINTIFF and the CA
25 Truck Drivers to take rest breaks, but also failed to pay them premium pay for the rest breaks
26 that were not authorized and permitted.

27 40. PLAINTIFF is informed and believes, and thereon alleges, that DEFENDANTS
28 know, knew, and/or should have known that PLAINTIFF and the CA Truck Drivers were

entitled to receive paid rest breaks under Labor Code sections 226.2 and 226.7 and IWC Wage Orders, but DEFENDANTS failed to authorize or permit paid rest breaks.

41. PLAINTIFF is informed and believes, and thereon alleges, that DEFENDANTS know, knew, and/or should have known that PLAINTIFF and the CA Truck Drivers were entitled to receive premium wages for rest breaks not authorized or permitted, but DEFENDANTS failed to provide such compensation.

42. DEFENDANTS did not provide PLAINTIFF and the CA Truck Drivers with all required meal periods in violation of Labor Code sections 226.7 and 512, and IWC Wage Orders. PLAINTIFF and the CA Truck Drivers were not provided time to take an off-duty thirty (30) minute meal breaks during work shifts that lasted at least five (5) hours, and DEFENDANTS did not maintain any policy or procedure to relieve a piece-rate-paid employee, including PLAINTIFF and the CA Truck Drivers, if the employee was working as the employee's fifth hour of work approached.

43. DEFENDANTS not only failed to provide PLAINTIFF and the CA Truck Drivers with meal periods in violation of Labor Code section 512 and the applicable IWC Wage Order, but also failed to pay them premium pay for the meal periods that were not provided in violation of Labor Code section 226.7.

44. PLAINTIFF is informed and believes, and thereon alleges, that DEFENDANTS know, knew, and/or should have known that PLAINTIFF and the CA Truck Drivers were entitled to receive meal periods under Labor Code sections 226.7 and 512 and IWC Wage Orders, but DEFENDANTS failed to provide meal periods.

45. PLAINTIFF is informed and believes, and thereon alleges, that DEFENDANTS know, knew, and/or should have known that PLAINTIFF and the CA Truck Drivers were entitled to receive premium wages for meal periods not provided, but DEFENDANTS failed to provide such compensation.

46. DEFENDANTS failed to reimburse PLAINTIFF and the other Aggrieved Employees for business expenses in violation of Labor Code section 2802. PLAINTIFF and the other Aggrieved Employees were, and/or still are, required to furnish their own cell phones

1 and voice and data plan. These expenses are, and were, necessarily incurred by PLAINTIFF
2 and the other Aggrieved Employees in the discharge of their duties. DEFENDANTS required
3 PLAINTIFF and the other Aggrieved Employees to provide their own personal cellular phones
4 and voice and data plans to make and receive work-related calls and messages, including calls
5 and messages from DEFENDANTS' employees and customers. DEFENDANTS did not offer
6 to provide PLAINTIFF and the other Aggrieved Employees with a work cell phone or to
7 reimburse them for their cell phones or any portion of their monthly cell phone bill.

8 47. PLAINTIFF is informed and believes, and thereon alleges, that DEFENDANTS
9 know, knew, and/or should have known that PLAINTIFF and the other Aggrieved Employees
10 were entitled to receive reimbursements for business expenses necessarily incurred by
11 PLAINTIFF and the other Aggrieved Employees in the discharge of their duties under Labor
12 Code section 2802, but DEFENDANTS failed to reimburse them for these expenses.

13 48. DEFENDANTS failed to maintain accurate payroll and time records and did not
14 provide PLAINTIFF and the CA Truck Drivers with accurate, itemized wage statements,
15 because the wage statements they received from DEFENDANTS were in violation of Labor
16 Code sections 226, subdivision (a) and 1174. The violations included, without limitation,
17 inaccurate: gross wages earned; net wages earned; total hours worked; all applicable hourly
18 rates in effect during the pay period; and/or, the corresponding number of hours worked at each
19 hourly rate by the employee. DEFENDANTS also knowingly and intentionally failed to
20 maintain accurate records showing the total hours worked daily by PLAINTIFF and the CA
21 Truck Drivers and time records showing when PLAINTIFF and the CA Truck Drivers began
22 and ended each work period and meal periods, if any.

23 49. PLAINTIFF is informed and believes, and thereon alleges, that DEFENDANTS
24 know, knew, and/or should have known that PLAINTIFF and the CA Truck Drivers were
25 entitled to receive accurate itemized wage statements under Labor Code section 226,
26 subdivision (a), but DEFENDANTS failed to provide them with accurate wage statements.

27 50. DEFENDANTS willfully failed, and continue to fail, to pay PLAINTIFF and
28 other Aggrieved Employees all of their wages due within the time periods prescribed by

1 California Labor Code sections 201, 202 and 204. PLAINTIFF and the other Aggrieved
2 Employees are entitled to compensation for all forms of wages earned, including but not
3 limited to, minimum and statutory/contractual wages, additional wages for meal periods not
4 provided and paid rest periods not authorized or permitted. However, to date, PLAINTIFF and
5 the other Aggrieved Employees have not received such compensation.

6 51. PLAINTIFF is informed and believes, and thereon alleges, that DEFENDANTS
7 know, knew, and/or should have known that PLAINTIFF and the other Aggrieved Employees
8 were entitled to receive all of their wages due within the time period prescribed by California
9 Labor Code sections 201, 202 and 204, but DEFENDANTS failed to provide them with all of
10 their wages due within the Labor Code's time period(s).

11 52. PLAINTIFF is informed and believes, and thereon alleges, that at all times
12 herein mentioned, DEFENDANTS knew that they had a duty to compensate PLAINTIFF and
13 the other Aggrieved Employees for these wages, and that DEFENDANTS had the financial
14 ability to pay such compensation, but willfully, knowingly, recklessly, and/or intentionally
15 failed to do so, and falsely represented to PLAINTIFF and the other Aggrieved Employees that
16 they were provided all their wages, all in order to increase DEFENDANTS' profits.

17 **FIRST CAUSE OF ACTION**

18 **FAILURE TO PAY MINIMUM WAGES UNDER PAGA**

19 **(Violation of Labor Code §§ 2698 et seq.)**

20 **(Against CRST EXPEDITED, INC., CRST INTERNATIONAL, INC., and Does 1**
21 **through 30, inclusive)**

22 53. PLAINTIFF re-alleges and incorporates by reference each and every allegation
23 set forth in all the foregoing paragraphs as if fully set forth herein.

24 54. At all times relevant herein, DEFENDANTS were required to compensate
25 PLAINTIFF and the Aggrieved Employees for all hours worked up to eight (8) in a day and
26 forty (40) in a week, at no less than the applicable minimum wage rate.

27 55. DEFENDANTS failed to pay PLAINTIFF and the CA Truck Drivers minimum
28 wage "for all hours worked." In particular, DEFENDANTS only paid PLAINTIFF and the CA

1 Truck Drivers a piece-rate for each mile driven to complete a freight delivery and a piece-rate
2 for loading and unloading the freight (“Driving Piece-Rate Tasks”). PLAINTIFF and the CA
3 Truck Drivers were not paid for time spent regularly performing non-Driving Piece-Rate Tasks,
4 including but not limited to the following: conducting pre-trip and post-trip inspections of the
5 truck, trailer, and equipment; filling out freight transportation paper work/inspection reports;
6 waiting on customers and dispatch; and, truck fueling between various legs of their routes.
7 PLAINTIFF and the Aggrieved Employees did not earn a piece-rate or minimum wages while
8 they performed the foregoing tasks. As required by law, PLAINTIFF and the Aggrieved
9 Employees were entitled to separate hourly compensation for time spent performing tasks
10 directed by CRST during their work shifts for which they could not earn a piece-rate.

11 56. California Labor Code section 1197, entitled “Pay of Less Than Minimum
12 Wage” states:

13 “The minimum wage for employees fixed by the commission is
14 the minimum wage to be paid to employees, and the payment of a
15 less wage than the minimum so fixed is unlawful.”

16 57. The applicable minimum wages fixed by the commission is found in the IWC
17 California Minimum Wage Order and states that every employer with twenty-six (26) or more
18 employees shall pay to each employee wages *not less* than the following minimum wage for all
19 hours worked: eleven dollars (\$11.00) per hour, effective January 1, 2018; twelve dollars
20 (\$12.00) per hour, effective January 1, 2019; and, thirteen dollars (\$13.00) per hour, effective
21 January 1, 2020; and, fourteen dollars (\$14.00) per hour, effective January 1, 2021.

22 58. Further, PLAINTIFF and the CA Truck Drivers were required to provide and
23 maintain their own tools (i.e., cell phones). Pursuant to the IWC Wage Orders, PLAINTIFF
24 and the CA Truck Drivers were therefore entitled to double the above-rates:

25 “When tools or equipment are required by the employer or are
26 necessary to the performance of a job, such tools and equipment
27 shall be provided and maintained by the employer, except that an
28 employee whose wages are at least two (2) times the minimum

1 wage provided herein may be required to provide and maintain
2 hand tools and equipment customary required by the trade or
3 craft.”

4 59. As described in California Labor Code sections 1185 and 1194.2, any action for
5 wages incorporates the applicable IWC Wage Order.

6 60. DEFENDANTS had the ability to pay minimum wages to PLAINTIFF and the
7 CA Truck Drivers for all hours worked and have willfully refused to pay such wages with the
8 intent to secure for DEFENDANTS a discount upon this indebtedness with the intent to annoy,
9 harass, oppress, hinder, delay, or defraud PLAINTIFF and the CA Truck Drivers. PLAINTIFF
10 and the CA Truck Drivers have suffered and continue to suffer substantial losses related to the
11 use and enjoyment of such compensation and lost interest on such wages.

12 61. At all relevant times, California Labor Code section 226.2 requires employers to
13 pay employees compensated on a piece-rate basis for rest and recovery periods and other non-
14 driving time separate from any piece-rate compensation. Employees shall be compensated for
15 rest and recovery periods at a regular hourly rate that is no less than the higher of: (i) an
16 average hourly rate determined by dividing the total compensation for the workweek, exclusive
17 of compensation for rest and recovery periods and any premium compensation for overtime, by
18 the total hours worked during the workweek, exclusive of rest and recovery periods; (ii) the
19 applicable minimum wage.

20 62. As a result of DEFENDANTS’ piece-rate compensation system, PLAINTIFF
21 and the CA Truck Drivers were not compensated at least minimum wage for rest periods. As
22 set forth above, PLAINTIFF and the CA Truck Drivers were not paid separate hourly wages for
23 statutory rest breaks. In failing to pay PLAINTIFF and the CA Truck Drivers for this time,
24 DEFENDANTS operated in bad faith given the issuance of *Bluford v. Safeway Stores, Inc.*
25 (2013) 216 Cal. App. 4th 864, 872-73 and cases cited therein.

26 63. PAGA permits an “aggrieved employee” to recover penalties on behalf of
27 himself or herself and other current and former employees as a result of the employer’s
28

1 violations of certain sections of the Labor Code. A violation of Labor Code sections 226.2 and
2 1197 gives rise to a private action under PAGA.

3 64. PAGA, specifically Labor Code section 2699, subdivision (a), allows
4 PLAINTIFF to recover civil penalties for the violation of provisions of the Labor Code that
5 contain their own civil penalties. California Labor Code sections 558 and 1197.1 provide the
6 civil penalties for a violation of California Labor Code sections 1194, 1197, and 1182.12 and
7 the applicable IWC Wage Order.

8 65. Wherefore, PLAINTIFF and the CA Truck Drivers request civil penalties
9 pursuant to California Labor Code section 2699, subdivision (a), for DEFENDANTS' violation
10 of Labor Code sections 1194, 1197, 1182.12 and the applicable IWC Wage Order, and civil
11 penalties pursuant to Labor Code section 2699, subdivision (f), against DEFENDANTS for
12 their violation of Labor Code section 226.2, plus reasonable attorneys' fees and costs, in
13 amounts to be proven at trial.

14 **SECOND CAUSE OF ACTION**

15 **FAILURE TO PAY STATUTORY/CONTRACTUAL WAGES UNDER PAGA**

16 **(Violation of Labor Code §§ 2698 et seq.)**

17 **(Against CRST EXPEDITED, INC., CRST INTERNATIONAL, INC., and Does 1**
18 **through 30, inclusive)**

19 66. PLAINTIFF re-alleges and incorporates by reference each and every allegation
20 set forth in all the foregoing paragraphs as if fully set forth herein.

21 67. California Labor Code sections 221 and 223 require DEFENDANTS to pay
22 PLAINTIFF for all hours worked at either the statutory or agreed rate and prohibit
23 DEFENDANTS from using any part of the agreed rate as a credit against its minimum wage
24 obligations.

25 68. Pursuant to IWC Wage Order 9-2001, section 2, subdivision (g), "Hours
26 worked" means the time during which an employee is subject to the control of an employer and
27 includes all the time the employee is suffered or permitted to work, whether or not require to do
28 so.

69. DEFENDANTS failed to properly compensate PLAINTIFF and the CA Truck Drivers for all hours worked, as required by California law.

70. The CA Truck Drivers only earned compensation on Driving Piece-Rate Tasks. However, PLAINTIFF and the CA Truck Drivers were required to perform tasks for which they could not earn a piece rate. In particular, PLAINTIFF and the CA Truck Drivers were not paid for time spent regularly performing non-Driving Piece-Rate Tasks, including but not limited to the following: conducting pre-trip and post-trip inspections of the truck, trailer, and equipment; filling out freight transportation paperwork/inspection reports; waiting on customers and dispatch; and, truck fueling between various legs of their routes. DEFENDANTS' compensation scheme failed to compensate PLAINTIFF and the CA Truck Drivers for all hours worked because it did not pay for the time spent under the control of DEFENDANTS while performing mandatory tasks during which they did not earn piece-rate compensation.

71. In violation of California Labor Code sections 221 and 223, DEFENDANTS did not pay PLAINTIFF and the CA Truck Drivers for all hours worked; rather, DEFENDANTS secretly paid PLAINTIFF and the CA Truck Drivers a lower wage than agreed to because they failed to separately compensate PLAINTIFF and the CA Truck Drivers for all hours worked during which PLAINTIFF and the CA Truck Drivers could not earn piece-rate compensation and were required to remain at work and/or perform non-Driving Piece-Rate Tasks.

72. DEFENDANTS knowingly and intentionally failed to compensate PLAINTIFF and the CA Truck Drivers for all wages earned and all hours worked. As a result of DEFENDANTS' failure to pay PLAINTIFF and the CA Truck Drivers for all hours worked at their statutory or agreed rate, PLAINTIFF and the CA Truck Drivers have and continue to suffer substantial losses related to the use and enjoyment of such compensation and lost interest on such monies.

73. PAGA permits an "aggrieved employee" to recover penalties on behalf of himself or herself and other current or former employees as a result of the employer's

1 violations of certain sections of the Labor Code. A violation of Labor Code sections 221 and
2 223 gives rise to a private action under PAGA.

3 74. PAGA, specifically Labor Code section 2699, subdivision (a), allows a
4 PLAINTIFF to recover civil penalties for the violation of provisions of the Labor Code that
5 contain their own civil penalties. California Labor Code section 225.5 provides the civil
6 penalties for a violation of California Labor Code sections 221 and 223.

7 75. Wherefore, PLAINTIFF and the CA Truck Drivers request civil penalties
8 pursuant to California Labor Code section 2699, subdivision (a), for DEFENDANTS' violation
9 of California Labor Code sections 221 and 223, plus reasonable attorneys' fees and costs of
10 suit, in amounts to be proven at trial.

11 **THIRD CAUSE OF ACTION**

12 **FAILURE TO PROVIDE REST PERIODS UNDER PAGA**

13 **(Violation of Labor Code § 2698 et seq.)**

14 **(Against CRST EXPEDITED, INC., CRST INTERNATIONAL, INC., and Does 1**
15 **through 30, inclusive)**

16 76. PLAINTIFF re-alleges and incorporates by reference each and every allegation
17 set forth in all the foregoing paragraphs as if fully set forth herein.

18 77. California Labor Code section 226.7 states:

19 "No employer shall require any employee to work during any
20 meal or rest period mandated by an applicable order of the IWC."

21 78. If an employer fails to provide an employee a rest period in accordance with the
22 applicable Wage Order, the employer shall pay the employee one additional hour of pay at the
23 employee's regular rate of compensation for each rest period that is not provided.

24 79. Subdivision 12 of the applicable Wage Order states with regards to rest periods:

25 (a) Every employer shall authorize and permit all employees
26 to take rest periods, which insofar as practicable shall be in the
27 middle of each work period ... Authorized rest period time shall
28

1 be counted as hours worked for which there shall be no deduction
2 from wages.

3 (b) If an employer fails to provide an employee a rest period
4 in accordance with the applicable provisions of this Order, the
5 employer shall pay the employee one (1) hour of pay at the
6 employee's regular rate of compensation for each work day that
7 the rest period is not provided.

8 80. During the time PLAINTIFF and the CA Truck Drivers were paid on a piece-
9 rate basis, DEFENDANTS were required to comply with rest period regulations set forth in the
10 Wage Order and Labor Code. In violation of Labor Code sections 226.7 and IWC Wage Order
11 9-2001, DEFENDANTS failed to authorize and permit for PLAINTIFF and the CA Truck
12 Drivers to take all required rest periods. As a result of DEFENDANTS' company-wide
13 policies and practices, PLAINTIFF and the CA Truck Drivers were regularly compelled to
14 work over a four-hour period (or a major fraction thereof) without an authorized or permitted
15 paid rest period, as required by Labor Code section 226.7 and IWC Wage Order 9-2001.

16 81. During the time they were paid on a piece-rate basis, PLAINTIFF and the CA
17 Truck Drivers were only paid for the time they actually spent regularly performing non-Driving
18 Piece-Rate Tasks, including but not limited to the following: conducting pre-trip and post-trip
19 inspections of the truck, trailer, and equipment; filling out freight transportation paper
20 work/inspection reports; waiting on customers and dispatch; and, truck fueling between various
21 legs of their routes. As a matter of policy and practice, DEFENDANTS did not pay
22 PLAINTIFF and the CA Truck Drivers for any rest periods because they were not paid any
23 compensation for time spent taking rest breaks when they were paid on a piece-rate basis.

24 82. DEFENDANTS did not provide, permit or authorize PLAINTIFF and the CA
25 Truck Drivers to take paid rest periods in accordance with the law.

26 83. PLAINTIFF and, on information and belief, the CA Truck Drivers, did not
27 voluntarily or willfully waive paid rest periods. Any express or implied waiver obtained from
28

1 PLAINTIFF and the CA Truck Drivers was not willfully obtained, was not voluntarily agreed
2 to, was a condition of employment, or was part of an unlawful contract of adhesion.

3 84. As a result of the unlawful acts of DEFENDANTS, PLAINTIFF and the CA
4 Truck Drivers have been deprived of wages, which is an amount resulting directly from the acts
5 complained of.

6 85. Because DEFENDANTS failed to authorize and permit paid rest periods, they
7 are liable to PLAINTIFF for one hour of additional pay at the regular rate of compensation for
8 each paid rest period that was not provided pursuant to Labor Code sections 226.7, and the
9 IWC Wage Order.

10 86. PAGA, specifically California Labor Code section 2699, subdivision (f),
11 establishes a civil penalty to be levied against California employers for violations of California
12 Labor Code provisions that do not contain their own civil penalties. California Labor Code
13 section 2699, subdivision (f)(2), provides that “[i]f, at the time of the alleged violation, [an
14 employer] employs one or more employees, the civil penalty is one hundred dollars (\$100) for
15 each aggrieved employee per pay period for the initial violation and two hundred dollars (\$200)
16 for each aggrieved employee per pay period for each subsequent violation.” Subdivision 12 of
17 the applicable IWC Wage Order and California Labor Code section 226.7 does not provide for
18 its own civil penalties.

19 87. Because DEFENDANTS are employers that currently employ one or more
20 employees, the civil penalties set forth in California Labor Code section 2699, subdivision
21 (f)(2), apply to each of DEFENDANTS’ violations of Subdivision 12 of the applicable IWC
22 Wage Order and California Labor Code section 226.7.

23 88. Wherefore, PLAINTIFF and the CA Truck Drivers request civil penalties
24 pursuant to California Labor Code section 2699, subdivision (f)(2), for DEFENDANTS’
25 violation of subdivision 12 of the applicable IWC Wage Order and California Labor Code
26 section 226.7, plus reasonable attorneys’ fees and costs, in amounts to be proven at trial.

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1 **FOURTH CAUSE OF ACTION**

2 **FAILURE TO PROVIDE MEAL PERIODS OR COMPENSATION IN LIEU**

3 **THEREOF UNDER PAGA**

4 **(Violation of Labor Code §§ 2698 et seq.)**

5 **(Against CRST EXPEDITED, INC., CRST INTERNATIONAL, INC., and Does 1**
6 **through 30, inclusive)**

7 89. PLAINTIFF re-alleges and incorporates by reference each and every allegation
8 set forth in all the foregoing paragraphs as if fully set forth herein.

9 90. At all times relevant herein, California Labor Code section 512 provided that
10 “[a]n employer may not employ an employee for a work period of more than five hours per day
11 without providing the employee with a meal period of not less than 30 minutes ...”

12 91. Further, California Labor Code section 226.7 provides:

13 (a) No employer shall require any employee to work during
14 any meal or rest period mandated by an applicable order of the
15 Industrial Welfare Commission.

16 (b) If an employer fails to provide an employee a meal period
17 or rest period in accordance with an applicable order of the
18 Industrial Welfare Commission, the employer shall pay the
19 employee one additional hour of pay at the employee’s regular
20 rate of compensation for each work day that the meal or rest
21 period is not provided.”

22 92. Subdivision 11 of the applicable Wage Orders provides as follows:

23 “(A) No employer shall employ any person for a work period of
24 more than five (5) hours without a meal period of not less than 30
25 minutes...

26 “(B) If an employer fails to provide an employee a meal period
27 in accordance with the applicable provisions of this order, the
28 employer shall pay the employee one (1) hour of pay at the

employee's regular rate of compensation for each workday that
the meal period is not provided..."

93. During the time PLAINTIFF and the CA Truck Drivers were paid on a piece-rate basis, DEFENDANTS were required to comply with the meal period regulations set forth in the Wage Orders and Labor Code. Nonetheless, PLAINTIFF and the CA Truck Drivers were regularly prevented from taking an off-duty thirty (30) minute meal break within a work period of five hours due to the work demands. PLAINTIFF's and the CA Truck Drivers' meal periods were missed, untimely and/or interrupted in order to meet with customers and/or to complete a task. There was no policy or procedure to relieve PLAINTIFF and the CA Truck Drivers when they were assisting a customer so that they could take a timely meal break.

94. PLAINTIFF and, on information and belief, the other CA Truck Drivers, performed work that did not preclude them from taking meal breaks, thus any waivers were not valid, or were part of an unlawful contract of adhesion.

95. As a result of DEFENDANTS' failure to comply with the meal period regulations set forth in the Wage Order and Labor Code, PLAINTIFF and the CA Truck Drivers were entitled to, but were not paid, one hour of additional pay at the regular rate of compensation for each uninterrupted off-duty meal period that was not provided pursuant to California Labor Code sections 226.7 and 512 and the IWC Wage Orders.

96. PAGA, specifically California Labor Code section 2699, subdivision (f), establishes a civil penalty to be levied against California employers for violations of California Labor Code provisions that do not contain their own civil penalties. California Labor Code section 2699, subdivision (f)(2), provides that "[i]f, at the time of the alleged violation, [an employer] employs one or more employees, the civil penalty is one hundred dollars (\$100) for each aggrieved employee per pay period for the initial violation and two hundred dollars (\$200) for each aggrieved employee per pay period for each subsequent violation." Subdivision 11 of the applicable IWC Wage Order and California Labor Code sections 226.7 and 512 do not provide for their own civil penalties.

///

97. Because DEFENDANTS are employers that currently employ one or more employees, the civil penalties set forth in California Labor Code section 2699, subdivision (f)(2), apply to each of DEFENDANTS' violations of Subdivision 11 of the applicable IWC Wage Order and California Labor Code sections 226.7 and 512.

98. Wherefore, PLAINTIFF and the CA Truck Drivers request civil penalties pursuant to California Labor Code section 2699, subdivision (f)(2), for DEFENDANTS' violation of Subdivision 11 of the applicable IWC Wage Order and California Labor Code sections 226.7 and 512, plus reasonable attorneys' fees and costs, in amounts to be proven at trial.

FIFTH CAUSE OF ACTION

FAILURE TO REIMBURSE BUSINESS EXPENSES UNDER PAGA

(Violation of Labor Code §§ 2698 et seq.)

(Against CRST EXPEDITED, INC., CRST INTERNATIONAL, INC., and Does 1

through 30, inclusive)

99. PLAINTIFF re-alleges and incorporates by reference each and every allegation set forth in all the foregoing paragraphs as if fully set forth herein.

100. California Labor Code section 2802 requires DEFENDANTS to indemnify their employees for all expenses that the employees necessarily expend as a direct result of discharge of their employment duties or at the direction of the employer.

101. PLAINTIFF and the other Aggrieved Employees were required to pay expenses incurred in the discharge of their duties for DEFENDANTS, including providing and maintaining their own cellular phone. These expenses were necessarily incurred by PLAINTIFF and Aggrieved Employees in the discharge of their duties and in carrying out DEFENDANTS' principal business operations. Indeed, PLAINTIFF and the Aggrieved Employees would use their personal cell phones and voice and data plan to communicate with customers and DEFENDANTS' employees. During the applicable period, DEFENDANTS had a policy and practice of not reimbursing PLAINTIFF and Aggrieved Employees for the expenses of their cell phones and voice and data plans incurred in carrying out

1 DEFENDANTS' business. To date, PLAINTIFF and Aggrieved Employees had not been
2 reimbursed for costs related to purchasing cell phones and attendant voice and data plans.

3 102. As a proximate result of DEFENDANTS' conduct, PLAINTIFF and the other
4 Aggrieved Employees have suffered monetary loss and been deprived of their property in the
5 form of unreimbursed expenses in an amount according to proof.

6 103. PAGA, specifically California Labor Code section 2699, subdivision (f),
7 establishes a civil penalty to be levied against California employers for violations of California
8 Labor Code provisions that do not contain their own civil penalties. California Labor Code
9 section 2699, subdivision (f)(2), provides that "[i]f, at the time of the alleged violation, [an
10 employer] employs one or more employees, the civil penalty is one hundred dollars (\$100) for
11 each aggrieved employee per pay period for the initial violation and two hundred dollars (\$200)
12 for each aggrieved employee per pay period for each subsequent violation." California Labor
13 Code section 2802 does not provide for its own civil penalties.

14 104. Because DEFENDANTS are employers that currently employ one or more
15 employees, the civil penalties set forth in California Labor Code section 2699, subdivision
16 (f)(2), apply to each of DEFENDANTS' violations of California Labor Code section 2802.

17 105. Wherefore, PLAINTIFF and the Aggrieved Employees request civil penalties
18 pursuant to Labor Code section 2699, subdivision (f)(2), for DEFENDANTS' violation of
19 Labor Code section 2802, plus reasonable attorneys' fees and costs, in amounts to be proven at
20 trial.

21 **SIXTH CAUSE OF ACTION**

22 **FAILURE TO PROVIDE ITEMIZED WAGE STATEMENTS AND MAINTAIN**

23 **PAYROLL RECORDS UNDER PAGA**

24 **(Violation of Labor Code §§ 2698 et seq.)**

25 **(Against CRST EXPEDITED, INC., CRST INTERNATIONAL, INC., and Does 1**

26 **through 30, inclusive)**

27 106. PLAINTIFF re-alleges and incorporates by reference each and every allegation
28 set forth in all the foregoing paragraphs as if fully set forth herein.

1 107. California Labor Code section 226, subdivision (a), states:
2 “Every employer shall, semimonthly or at the time of each
3 payment of wages, furnish each of his or her employees, either as
4 a detachable part of the check, draft, or voucher paying the
5 employee's wages, or separately when wages are paid by personal
6 check or cash, an accurate itemized statement in writing showing
7 (1) gross wages earned, (2) total hours worked by the employee,
8 except for any employee whose compensation is solely based on
9 a salary and who is exempt from payment of overtime under
10 subdivision (a) of Section 515 or any applicable order of the
11 IWC, (3) the number of piece-rate units earned and any
12 applicable piece rate if the employee is paid on a piece-rate basis,
13 (4) all deductions, provided that all deductions made on written
14 orders of the employee may be aggregated and shown as one
15 item, (5) net wages earned, (6) the inclusive dates of the period
16 for which the employee is paid, (7) the name of the employee and
17 his or her social security number, except that by January 1, 2008,
18 only the last four digits of his or her social security number or an
19 employee identification number other than a social security
20 number may be shown on the itemized statement, (8) the name
21 and address of the legal entity that is the employer ..., and (9) all
22 applicable hourly rates in effect during the pay period and the
23 corresponding number of hours worked at each hourly rate by the
24 employee ... The deductions made from payments of wages shall
25 be recorded in ink or other indelible form, properly dated,
26 showing the month, day, and year, and a copy of the statement or
27 a record of the deductions shall be kept on file by the employer
28

1 for at least three years at the place of employment or at a central
2 location within the State of California.”

3 108. DEFENDANTS knowingly and intentionally failed to furnish PLAINTIFF and,
4 on information and belief, the CA Truck Drivers with itemized statements that accurately
5 reflected: gross wages earned; the net wages earned; total hours worked; all applicable hourly
6 rates in effect during the pay period; and/or, the corresponding number of hours worked at each
7 hourly rate by the employee, as required by California Labor Code section 226, subdivision (a).

8 109. In addition, California Labor Code section 1174 and subdivision 7 of the
9 applicable IWC Wage Order require employers to maintain and preserve, in a centralized
10 location, among other items, records showing the names and addresses of all employees
11 employed, payroll records showing the hours worked daily by its employees, and time records
12 accurately recording meal periods. Throughout PLAINTIFF and the other Aggrieved
13 Employees’ employment, DEFENDANTS knowingly and intentionally failed to maintain
14 accurate records showing the total hours worked daily by Plaintiff and the CA Truck Drivers
15 and time records showing when PLAINTIFF and the other Aggrieved Employees began and
16 ended each work period and meal periods, if any.

17 110. A violation of Labor Code sections 226, subdivision (a) and 1174, gives right to
18 a private right of action under PAGA.

19 111. PAGA permits an “aggrieved employee” to recover penalties on behalf of
20 himself or herself and other current or former employees as a result of the employer’s
21 violations of certain sections of the labor code. Because PLAINTIFF is, or was, within the year
22 preceding the filing of the complaint in this action, employed by DEFENDANTS and received
23 wage statements that did not comply with Labor Code sections 226, subdivision (a) and 1174,
24 subdivision (d), PLAINTIFF is an Aggrieved Employee under PAGA.

25 112. PAGA, specifically Labor Code section 2699, subdivision (a), allows
26 PLAINTIFF to recover civil penalties for the violation of provisions of the Labor Code that
27 contain their own civil penalties. California Labor Code section 226.3 provides the civil
28 penalties for violations of California Labor Code section 226, subdivision (a).

113. Wherefore, PLAINTIFF and the CA Truck Drivers request civil penalties pursuant to Labor Code section 226.3 against DEFENDANTS for their violation of Labor Code sections 226, subdivision (a), and civil penalties pursuant to Labor Code section 2699, subdivision (f), against DEFENDANTS for their violation of Labor Code section 1174, subdivision (d), as provided under PAGA, plus reasonable attorney fees and costs, in amounts to be proved at trial.

SEVENTH CAUSE OF ACTION

FAILURE TO TIMELY PAY WAGES UNDER PAGA

(Violation of Labor Code § 2698 et seq.)

(Against CRST EXPEDITED, INC., CRST INTERNATIONAL, INC., and Does 1 through 30, inclusive)

114. PLAINTIFF re-alleges and incorporates by reference each and every allegation set forth in all the foregoing paragraphs as if fully set forth herein.

115. California Labor Code section 201, subdivision (a) provides, in pertinent part:
If an employer discharges an employee, the wages earned and
unpaid at the time of discharge are due and payable immediately.

116. California Labor Code section 202, subdivision (a) provides, in pertinent part:

If an employee not having a written contract for a definite period quits his or her employment, his or her wages shall become due and payable not later than 72 hours thereafter, unless the employee has given 72 hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting. Notwithstanding any other law, an employee who quits without providing a 72-hour notice shall be entitled to receive payment by mail if he or she so requests and 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.

117. DEFENDANTS willfully failed to timely pay PLAINTIFF and the other Aggrieved Employees all of their wages due for work performed by the times set forth in Labor

1 Code sections 201, 202 and/or 204 and this failure continued through the time in which
2 PLAINTIFF and the other Aggrieved Employees quit or were discharged from their
3 employment with DEFENDANTS. As a result, DEFENDANTS violated California Labor
4 Code sections 201 and/or 202.

5 118. California Labor Code section 203 states:

6 If an employer willfully fails to pay, without abatement or
7 reduction, in accordance with Sections 201, 201.5, 202, and
8 205.5, any wages of an employee who is discharged or who quits,
9 the wages of the employee shall continue as a penalty from the
10 due date thereof at the same rate until paid or until an action
11 therefore is commenced; but the wages shall not continue for
12 more than 30 days ... Suit may be filed for these penalties at any
13 time before the expiration of the statute of limitations on any
14 action for the wages from which the penalties arose.

15 119. As noted above, DEFENDANTS violated California Labor Code section 201
16 and/or 202 by failing to pay PLAINTIFF and the other Aggrieved Employees who quit or were
17 involuntarily terminated, all of the wages due pursuant to the timelines provided in the Labor
18 Code. DEFENDANTS willfully failed to pay all wages due, as the failure to pay was not
19 inadvertent or accidental.

20 120. PLAINTIFF and the other Aggrieved Employees are entitled to compensation
21 for all forms of wages earned, including, but not limited to, unpaid minimum/contractual
22 wages, unpaid premium wages for break periods that DEFENDANTS did not provide, and
23 unpaid wages for rest periods that DEFENDANTS did not authorize or permit. However, to
24 date, PLAINTIFF and the other Aggrieved Employees have not received such compensation,
25 therefore entitling them to penalties under California Labor Code section 203.

26 121. More than thirty (30) days have passed since PLAINTIFF and the other
27 Aggrieved Employees have left DEFENDANTS' employ, and on information and belief, have
28 not received payment pursuant to California Labor Code sections 201, 202, and 203.

122. PAGA, specifically Labor Code section 2699, subdivision (f), establishes a civil penalty to be levied against California employers for violations of Labor Code provisions that do not provide for a civil penalty to be assessed and collected by the Labor and Workforce Development Agency. Labor Code section 2699, subdivision (f)(2) provides that “[i]f, at the time of the alleged violation, the person employs one or more employees, the civil penalty is one hundred dollars (\$100) for each aggrieved employee per pay period for the initial violation and two hundred dollars (\$200) for each aggrieved employee per pay period for each subsequent violation.” Labor Code sections 201, 202 and 204 do not provide for a civil penalty to be assessed and collected by the Labor and Workforce Development Agency.

123. Because DEFENDANTS are employers that currently employ one or more employees, the civil penalties set forth in California Labor Code section 2699, subdivision (f)(2), apply to each of DEFENDANTS' violations of California Labor Code sections 201-204.

124. Wherefore, PLAINTIFF and the other Aggrieved Employees request civil penalties pursuant to California Labor Code section 2699, subdivision (f)(2), for DEFENDANTS' violation of Labor Code sections 201-204, plus reasonable attorneys' fees and costs, in an amount to be determined at trial.

PRAYER FOR RELIEF

WHEREFORE, PLAINTIFF KEITH HUCKABY, on behalf of himself and the Aggrieved Employees, requests the following relief:

1. For declaratory judgement that CRST EXPEDITED, INC. and CRST INTERNATIONAL, INC. have violated the minimum wage provisions of the California Labor Code sections 226.2, 510, 1194, 1197, 1198, 1182.11 and Industrial Wage Orders as to the PLAINTIFF and the other Aggrieved Employees;

2. For declaratory judgement that CRST EXPEDITED, INC. and CRST INTERNATIONAL, INC. have violated California Labor Code sections 221 and 223 and Industrial Wage Orders by failing to pay PLAINTIFF and the other Aggrieved Employees for all hours worked at the statutory or contractual agreed rate;

1 3. For declaratory judgement that CRST EXPEDITED, INC. and CRST
2 INTERNATIONAL, INC. have violated California Labor Code sections 226.2 and 226.7 and
3 Industrial Wage Orders by failing to authorize and permit PLAINTIFF and the other Aggrieved
4 Employees to take paid rest periods;

5 4. For declaratory judgement that CRST EXPEDITED, INC. and CRST
6 INTERNATIONAL, INC. have violated California Labor Code sections 226.7 and 512 and
7 Industrial Wage Orders by failing to provide PLAINTIFF and the other Aggrieved Employees
8 with meal periods;

9 5. For declaratory judgement that CRST EXPEDITED, INC. and CRST
10 INTERNATIONAL, INC. have violated California Labor Code section 2802 by failing to
11 reimburse PLAINTIFF and the other Aggrieved Employees for all necessary business expenses
12 incurred;

13 6. For declaratory judgement that CRST EXPEDITED, INC. and CRST
14 INTERNATIONAL, INC. have violated California Labor Code sections 226 and 1174 by
15 failing to maintain accurate records and failing to timely furnish PLAINTIFF and the other
16 Aggrieved Employees with itemized statements accurately identifying the gross wages earned;
17 the net wages earned; total hours worked; all applicable hourly rates in effect during the pay
18 period; and/or, the corresponding number of hours worked at each hourly rate by the employee
19 during the pay period;

20 7. For declaratory judgement that CRST EXPEDITED, INC. and CRST
21 INTERNATIONAL, INC. have violated California Labor Code sections 201 through 204 for
22 its willful failure to timely pay all compensation owed to PLAINTIFF and the other Aggrieved
23 Employees;

24 8. For declaratory judgement that CRST EXPEDITED, INC. and CRST
25 INTERNATIONAL, INC.'s violations have been willful and that the Court award to
26 PLAINTIFF and the other Aggrieved Employees for the amount of unpaid compensation,
27 including interest thereon, and damages for failure to furnish accurate itemized wage
28 statements and penalties subject to proof at trial;

1 9. That PLAINTIFF and the other Aggrieved Employees be awarded reasonable
2 attorneys' fees and costs pursuant to California Labor Code sections 1194, 218.5, 218.6, 226,
3 2802, and 2698 et seq., California Code of Civil Procedure section 1021.5 and/or other
4 applicable law;

5 10. For the maximum civil penalties;

6 11. That the Court award both prejudgment and post-judgment interest;

7 12. For attorney's fees and costs of suit incurred in this action;

8 13. For all other relief provided by the California Labor Code; and,

9 14. That the Court award such other and further relief as the Court may deem
10 appropriate.

11 **DEMAND FOR JURY TRIAL**

12 PLAINTIFF KEITH HUCKABY hereby demands trial of his claims and the Aggrieved
13 Employees' claim by jury to the extent authorized by law.

14 DATE: October 13, 2021

BERENJI LAW FIRM, APC

15 By:

16 
17 SHADIE L. BERENJI

18 DAVID C. HOPPER

19 AMIEL A. AZIZOLLAHI

20 Attorneys for Plaintiff KEITH HUCKABY
21 individually, and on behalf of all other persons
22 similarly situated and the general public
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