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17 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
18 **FOR THE COUNTY OF LOS ANGELES**

19 JESSY CORREA, BRITTANY RODERICK,  
ERIC ANDRADE, and HENRY LINARES  
20 RODRIGUEZ, each as individuals and on  
behalf of all others similarly situated,

21  
22 Plaintiff,

v.

23 HARBOR DISTRIBUTING, LLC, a limited  
24 liability company, and DOES 1 through 50,  
inclusive,

25 Defendants.  
26  
27  
28

Case No.: 19STCV37441

[Assigned for all purposes to the Hon.  
William F. Highberger, Dept. 10]

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

- (1) VIOLATION OF LABOR CODE  
SECTIONS 226.7 AND 512;
- (2) VIOLATION OF LABOR CODE  
SECTIONS 1194 AND 510;
- (3) VIOLATION OF LABOR CODE  
SECTION 226;
- (4) VIOLATION OF LABOR CODE  
SECTIONS 201-204;

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**(5) VIOLATION OF LABOR CODE SECTION 2802;**

**(6) BUSINESS AND PROFESSIONS CODE SECTION 17200 *et seq.***

**(7) VIOLATION LABOR CODE § 2698 *et seq.***

**(8) VIOLATION OF THE FAIR LABOR STANDARDS ACT, 29 U.S.C. § 201 *et seq.***

**DEMAND FOR JURY TRIAL**

1 Plaintiffs Jessy Correa, Brittany Roderick, Eric Andrade, and Henry Linares Rodriguez  
2 (“Plaintiffs”) hereby submits their Complaint for Damages against Defendants Harbor  
3 Distributing, LLC, and DOES 1 through 50, inclusive (collectively, “Defendants”), on behalf  
4 of themselves and the Class of other similarly situated current and former employees of  
5 Defendants for meal period and rest break wages, minimum and overtime wages, unpaid  
6 expense reimbursements, and penalties as follows:

### 7 INTRODUCTION

8 1. This class action is brought pursuant to Labor Code §§ 203, 226, 226.3, 226.7,  
9 510, 512, 1194, 2802 Industrial Welfare Commission (“IWC”) Wage Order 9-2001 (codified  
10 as California Code of Regulations Title 8 § 11090), Business and Professions Code § 17200 *et*  
11 *seq.* (Unfair Competition Law (“UCL”)), and 29 U.S.C. § 201 *et seq.* (Federal Labor Standards  
12 Act (“FLSA”).

13 2. This Complaint challenges Defendants’ systemic illegal employment practices  
14 resulting in violations of the stated provisions of the Labor Code, Business and Professions  
15 Code and the FLSA against the identified class of employees.

16 3. Plaintiffs are informed and believe and thereon alleges Defendants joint and  
17 severally acted intentionally and with deliberate indifference and conscious disregard to the  
18 rights of all employees in (1) failing to provide meal periods and rest breaks, (2) failing to pay  
19 all minimum and overtime wages under state and federal law, (3) failing to provide accurate  
20 wage statements, (4) failing to pay all wages due and owing upon termination of employment;  
21 and (5) failing to reimburse all necessary work-related expenses.

### 22 JURISDICTION AND VENUE

23 4. This class action is brought pursuant to California Code of Civil Procedure §  
24 382 and the FLSA, 29 U.S.C. § 216(b). The monetary damages sought by Plaintiffs exceed the  
25 minimal jurisdictional limits of the Superior Court and will be established according to proof at  
26 trial. The damages sought by Plaintiffs individually are less than \$75,000.00 each.

27 5. This Court has jurisdiction over this action pursuant to California Constitution,  
28 Article VI, Section 10, which grants the Superior Court original jurisdiction in all causes

1 except those given by statute to other courts. The statutes under which this action is brought do  
2 not specify any other basis for jurisdiction.

3 6. This Court has jurisdiction over the violations of Labor Code §§ 203, 226,  
4 226.3, 226.7, 510, 512, 1194, 2802, the UCL, and the FLSA.

5 7. This Court has jurisdiction over all Defendants because, upon information and  
6 belief, each party has sufficient minimum contacts in California, or otherwise intentionally  
7 avails itself of California law so as to render the exercise of jurisdiction over it by the  
8 California courts consistent with traditional notions of fair play and substantial justice.

9 8. Venue is proper in this Court because, upon information and belief, the named  
10 Defendants transact business and/or have offices in this county, and the acts and omissions  
11 alleged herein took place in this county.

12 **PARTIES**

13 9. Plaintiff Jessie Correa is an individual residing in the State of California. He  
14 was employed by Defendants within the statutory time period and worked both as a driver and  
15 a warehouse worker.

16 10. Plaintiff Brittany Roderick is an individual residing in the State of California.  
17 She is employed by Defendants and works as a non-exempt employee performing sales work  
18 and is not a driver.

19 11. Plaintiff Eric Andrade began his employment with Defendants in or about  
20 March 2013, as a truck driver. On or around January 30, 2019, Plaintiff Andrade was  
21 terminated by Defendants. Since April 2019, Plaintiff Andrade worked for Defendants within  
22 the County of Orange during his employment. He was always paid an hourly wage and was  
23 deemed a non-exempt hourly employee by Defendants. He is accordingly entitled to  
24 compensation for all hours worked, overtime compensation, premium pay, and penalties from  
25 Defendants.

26 12. Plaintiff Henry Linares Rodriguez is a California resident. Mr. Rodriguez is a  
27 current truck driver for Defendants.

28 13. Plaintiffs are informed and believe and thereon allege that Defendant Harbor

1 Distributing, LLC is a limited liability company licensed to do business and actually doing  
2 business in the State of California, including the County of Los Angeles.

3       **14.** Plaintiffs do not know the true names or capacities, whether individual, partner  
4 or corporate, of Defendants sued herein as DOES 1 through 50, inclusive, and for that reason,  
5 said Defendants are sued under such fictitious names, and Plaintiff prays for leave to amend  
6 this complaint when the true names and capacities are known. Plaintiffs are informed and  
7 believe and thereon allege that each of Defendants designated as a DOE was responsible in  
8 some way for the matters alleged herein and proximately caused Plaintiffs and members of the  
9 general public and the Class to be subject to the illegal employment practices, wrongs and  
10 injuries complained of herein.

11       **15.** At all times herein mentioned, Defendants, and each of them, were agents,  
12 partners, joint venturers, representatives, servants, employees, successors-in-interest, co-  
13 conspirators and assigns, each of the other, and at all times relevant hereto were acting within  
14 the course and scope of their authority as such agents, partners, joint venturers, representatives,  
15 servants, employees, successors, co-conspirators and assigns, and that all acts or omissions  
16 alleged herein were duly committed with ratification, knowledge, permission, encouragement,  
17 authorization and consent of each Defendant designated herein.

18       **16.** As such, and based upon all the facts and circumstances incident to Defendants'  
19 business in California, Defendants are subject to Labor Code §§ 203, 226, 226.7, 510, 512,  
20 1194, 2802, IWC Wage Order 9-2001, the UCL, and the FLSA.

21                               **CLASS ACTION ALLEGATIONS**

22       **17. Definition:** Plaintiff seeks class certification pursuant to California Code of  
23 Civil Procedure § 382 of the Class. The "Class" refers to the following Classes:

- 24               a. The "Driver Class" includes all truck drivers employed by Defendant in  
25 California during the period October 21, 2015 to the present.
- 26               b. The "Non-Driver Class" includes all non-exempt non-driver workers  
27 employed by Defendant in California during the period December 6,  
28 2018 to the present;

1           **18. Numerosity:** The members of the Class are so numerous that joinder of all  
2 members would be impractical, if not impossible. The identities of the members of the Class  
3 are readily ascertainable by review of Defendants' records, including payroll records.

4           **19. Adequacy of Representation:** Plaintiffs are fully prepared to take all necessary  
5 steps to represent fairly and adequately the interests of the Class defined above. Plaintiffs'  
6 attorneys are ready, willing and able to fully and adequately represent the Class and Plaintiffs.  
7 Plaintiffs' attorneys have prosecuted and settled wage-and-hour class actions in the past and  
8 currently have a number of wage-and-hour class actions pending in California courts.

9           **20.** Defendants administered a corporate policy, practice and/or procedure of (1)  
10 failing to pay all meal period wages and rest break wages, (2) failing to pay all overtime wages  
11 and minimum wages, (3) failing to provide accurate wage statements, (4) failing to timely pay  
12 all wages due and owing upon termination of employment, (5) failing to reimburse all  
13 necessary work-related expenses, including personal protective equipment for Covid-19, and  
14 (6) engaging in unfair business practices. Plaintiff alleges this corporate conduct is  
15 accomplished with the advance knowledge and designed intent to willfully withhold  
16 appropriate wages for work performed members of the Class.

17           **21. Common Question of Law and Fact:** There are predominant common  
18 questions of law and fact and a community of interest amongst Plaintiffs and the claims of the  
19 Class concerning whether Defendants' policies and practices regularly denied Class Members  
20 meal and rest break wages, overtime and minimum wages, and reimbursement for necessary  
21 work-related expenses.

22           **22. Typicality:** The claims of Plaintiffs are typical of the claims of all members of  
23 the Class. Plaintiffs are members of the Class and have suffered the alleged violations of  
24 California Labor Code §§ 201-204, 226, 226.3, 226.7, 510, 512, 1194, 2802, IWC Wage Order  
25 No. 9-2001, and the UCL. Plaintiffs each worked at least one shift in excess of six hours during  
26 which each were not provided all duty-free, legally mandated meal periods. Plaintiffs each  
27 worked at least one shift of 3.5 hours or greater during which each were not authorized and  
28 permitted all duty-free, legally mandated rest breaks. Plaintiffs each performed work for which

1 each was not paid all wages due, including overtime. Plaintiffs each received inaccurate wage  
2 statements during their employment. Plaintiffs Correa and Andrade's employment terminated  
3 during the statutory period.

4 **23.** The California Labor Code upon which Plaintiffs base their claims are broadly  
5 remedial in nature. These laws and labor standards serve an important public interest in  
6 establishing minimum working conditions and standards. These laws and labor standards  
7 protect the average working employee from exploitation by employers who may seek to take  
8 advantage of superior economic and bargaining power in setting onerous terms and conditions  
9 of employment.

10 **24.** The nature of this action and the format of laws available to Plaintiffs and  
11 members of the Class identified herein make the class action format a particularly efficient and  
12 appropriate procedure to redress the wrongs alleged herein. If each employee were required to  
13 file an individual lawsuit, the corporate Defendants would necessarily gain an unconscionable  
14 advantage since it would be able to exploit and overwhelm the limited resources of each  
15 individual plaintiff with their vastly superior financial and legal resources. Requiring each  
16 Class Member to pursue an individual remedy would also discourage the assertion of lawful  
17 claims by employees who would be disinclined to file an action against their former and/or  
18 current employer for real and justifiable fear of retaliation and permanent damage to their  
19 careers at subsequent employment.

20 **25.** The prosecution of separate actions by the individual Class Members, even if  
21 possible, would create a substantial risk of (a) inconsistent or varying adjudications with  
22 respect to individual Class Members against the Defendants and which would establish  
23 potentially incompatible standards of conduct for the Defendants, and/or (b) adjudications with  
24 respect to individual Class Members which would, as a practical matter, be dispositive of the  
25 interest of the other Class Members not parties to the adjudications or which would  
26 substantially impair or impede the ability of the Class Members to protect their interests.  
27 Further, the claims of the individual members of the Classes are not sufficiently large to  
28 warrant vigorous individual prosecution considering all of the concomitant costs and expenses.

1           **26.**    Such a pattern, practice and administration of corporate policy regarding illegal  
2 employee compensation described herein is unlawful and creates an entitlement to recovery by  
3 Plaintiffs and the Class identified herein, in a civil action, for the unpaid balance of the full  
4 amount of meal period and rest break premiums, overtime wages and minimum wages, and  
5 penalties, including interest thereon, attorneys’ fees and costs of suit, as well as consequential  
6 damages.

7           **27.**    Proof of a common business practice or factual pattern, which Plaintiffs  
8 experienced and are representative of, will establish the right of each Class Member to  
9 recovery on the causes of action alleged herein.

10          **28.**    The Class is commonly entitled to a specific fund with respect to the  
11 compensation illegally and unfairly retained by Defendants. This action is brought for the  
12 benefit of the entirety of all Class and will result in the creation of a common fund.

13   **COLLECTIVE ACTION ALLEGATIONS**

14          **29.**    Definition: Plaintiffs bring, on behalf of themselves and all similarly situated  
15 individuals, a proposed FLSA Collective Class of all Defendants’ non-exempt employees in  
16 California during the period October 21, 2016 to present that elect to opt-in to this action  
17 pursuant to FLSA, 29 U.S.C. § 216(b).

18          **30.**    Upon information and belief, Defendants suffered and permitted Plaintiffs and  
19 the Collective Class to work more than 40 hours per week without appropriate overtime  
20 compensation. Upon information and belief, Defendants suffered and permitted Plaintiffs and  
21 the Collective Class to work without appropriate minimum wage compensation.

22          **31.**    Defendants’ unlawful conduct has been widespread, willful, repeated, and  
23 consistent, and has caused significant damages to Plaintiffs and the Collective Class.

24          **32.**    Defendants are liable under the FLSA for failing to properly compensate  
25 Plaintiffs and the Collective Class, and as such, notice should be sent to the Collective Class.  
26 Upon information and belief, many similarly situated current and former employees of  
27 Defendants who have been denied proper overtime pay in violation of the FLSA would benefit  
28 from the issuance of a Court-supervised notice of the instant lawsuit and the opportunity to join



1 in the instant lawsuit. Those similarly-situated employees are known to Defendants and are  
2 readily identifiable through Defendants' records.

3 **FIRST CAUSE OF ACTION**

4 **VIOLATION OF LABOR CODE SECTION 226.7**

5 **REGARDING MEAL PERIOD AND REST BREAK WAGES**

6 **(AGAINST ALL DEFENDANTS BY ALL PLAINTIFFS ON BEHALF OF**  
7 **THE CLASS)**

8 **33.** Plaintiffs re-allege and incorporate by reference paragraphs 1 through 32 as  
9 though fully set forth herein.

10 **34.** In accordance with the mandates of the California Labor Code and the  
11 applicable IWC Wage Order, Plaintiffs and the Class had the right to take a 10-minute rest  
12 break for every four (4) hours worked or major fraction thereof, and a 30-minute meal period  
13 for every five (5) hours worked.

14 **35.** As a pattern and practice, Defendants regularly did not provide employees with  
15 their meal periods and rest breaks and did not provide proper compensation for this failure.

16 **36.** Defendants' policy of failing to provide Plaintiffs and the Class with legally  
17 mandated meal periods and rest breaks is a violation of California law.

18 **37.** Defendants willfully failed to pay employees whom they did provide the  
19 opportunity to take meal periods and rest breaks the premium compensation set out in Labor  
20 Code § 226.7 and the applicable IWC Wage Order, and Plaintiffs and the Class are owed  
21 wages for meal period and rest break premiums as set forth above.

22 **38.** Such a pattern, practice and administration of corporate policy as described  
23 herein is unlawful and creates an entitlement to recovery by Plaintiffs and the Class identified  
24 herein, in a civil action, for the balance of the unpaid premium compensation pursuant to Labor  
25 Code § 226.7 and the applicable IWC Wage Order, including interest thereon.

26 **39.** Defendants' willful failure to provide Plaintiffs and the Class the wages due and  
27 owing them upon separation from employment results in continuation of wages up to thirty  
28 (30) days from the time the wages were due. Therefore, Plaintiffs and Class Members who

1 have separated from employment are entitled to compensation pursuant to Labor Code § 203.

2 **SECOND CAUSE OF ACTION**

3 **VIOLATION OF LABOR CODE SECTION 1194**

4 **REGARDING OVERTIME AND MINIMUM WAGES**

5 **(AGAINST ALL DEFENDANTS BY PLAINTIFFS CORREA AND ANDRANDE ON**  
6 **BEHALF OF THE CLASS)**

7 **40.** Plaintiffs re-allege and incorporate by reference paragraphs 1 through 39 as  
8 though fully set forth herein.

9 **41.** At all times relevant herein, Defendants were required to compensate their non-  
10 exempt employees minimum wages for all hours worked and overtime wages for all hours  
11 worked over eight (8) hours in a day or forty (40) hours in a workweek.

12 **42.** As a pattern and practice, Defendants regularly failed to compensate their  
13 employees for all hours worked, resulting in a failure to pay all minimum wages and, where  
14 applicable, overtime wages.

15 **43.** This resulted in Plaintiffs and the Class receiving total wages in an amount less  
16 than minimum wage and, when applicable, deprived Plaintiff and the Class of overtime wages.

17 **44.** Such a pattern, practice and administration of corporate policy regarding illegal  
18 employee compensation as described herein is unlawful and creates an entitlement to recovery  
19 by Plaintiffs and the Class in a civil action, for the unpaid balance of the full amount of  
20 minimum and overtime wages owing, including liquidated damages, interest, attorneys' fees,  
21 and costs of suit according to the mandate of California Labor Code § 1194.

22 **45.** Defendants' willful failure to provide Plaintiff and the Class the wages due and  
23 owing them upon separation from employment results in continuation of wages up to thirty  
24 (30) days from the time the wages were due. Therefore, Plaintiffs and Class Members who  
25 have separated from employment are entitled to compensation pursuant to Labor Code § 203.

1                                    **THIRD CAUSE OF ACTION**

2                                    **VIOLATION OF LABOR CODE SECTION 226**

3                                    **REGARDING RECORD KEEPING**

4                                    **(AGAINST ALL DEFENDANTS BY ALL PLAINTIFFS ON BEHALF OF**  
5                                    **THE CLASS)**

6                                    46. Plaintiffs re-allege and incorporate by reference paragraphs 1 through 45 as  
7 though fully set forth herein.

8                                    47. In violation of Labor Code § 226, Defendants failed in their affirmative  
9 obligation to keep *accurate* records for their California employees. For example, as a result of  
10 Defendants' various Labor Code violations, Defendants failed to keep accurate records of  
11 Plaintiffs and the Class gross wages earned, total hours worked, net wages earned, and all  
12 applicable hourly rates and the number of hours worked at each hourly rate. Plaintiff received  
13 at least one such wage statement during his employment with Defendants.

14                                    48. Such a pattern, practice and uniform administration of corporate policy as  
15 described herein is unlawful and creates an entitlement to recovery by the Plaintiffs and the  
16 Class identified herein, in a civil action, for all damages and/or penalties pursuant to Labor  
17 Code § 226, including interest thereon, penalties, reasonable attorneys' fees, and costs of suit  
18 according to the mandate of California Labor Code § 226.

19                                    **FOURTH CAUSE OF ACTION**

20                                    **VIOLATION OF LABOR CODE SECTION 203**

21                                    **REGARDING WAITING TIME PENALTIES**

22                                    **(AGAINST ALL DEFENDANTS BY PLAINTIFF'S CORREA AND ANDRADE ON**  
23                                    **BEHALF OF THE CLASS)**

24                                    49. Plaintiffs re-allege and incorporate by reference paragraphs 1 through 48 as  
25 though fully set for herein.

26                                    50. At all times relevant herein, Defendants were required to pay their employees  
27 all wages owed in a timely fashion at the end of employment pursuant to California Labor  
28 Code §§ 201 to 204.

1           **51.** As a result of Defendants' alleged Labor Code violations alleged above,  
2 Defendants regularly failed to pay Plaintiff and the Class and Subclasses (a), (b), (c), (d), (e),  
3 and (f) their final wages pursuant to Labor Code §§ 201 to 204 and accordingly owe waiting  
4 time penalties pursuant to Labor Code § 203.

5           **52.** The conduct of Defendants and their agents and employees as described herein  
6 was willfully done in violation of Plaintiffs and the Class's rights, and done by managerial  
7 employees of Defendants.

8           **53.** Defendants' willful failure to provide Plaintiffs and the Class the wages due and  
9 owing them upon separation from employment results in a continuation of wages up to thirty  
10 (30) days from the time the wages were due. Therefore, Plaintiffs and Class Members who  
11 have separated from employment are entitled to compensation pursuant to Labor Code § 203.

12   **FIFTH CAUSE OF ACTION**

13   **VIOLATION OF LABOR CODE SECTION 2802**

14   **REGARDING REIMBURSEMENT OF BUSINESS EXPENSES**

15   **(AGAINST ALL DEFENDANTS BY ALL PLAINTIFFS ON BEHALF OF THE CLASS)**

16           **54.** Plaintiffs re-allege and incorporate by reference paragraphs 1 through 53as  
17 though fully set for herein.

18           **55.** In violation of Labor Code § 2802, Defendants failed in their obligation to  
19 reimburse its employees for business expenses incurred. For example, Defendants failed to  
20 reimburse its employees for costs incurred using personal mobile telephones for business  
21 purposes and personal protective equipment for Covid-19.

22           **56.** Such a pattern, practice and administration of corporate policy as described  
23 herein is unlawful and creates an entitlement to recovery by the Plaintiffs and the Class in a  
24 civil action, for all damages and/or penalties pursuant to Labor Code § 2802, including interest  
25 thereon, penalties, reasonable attorneys' fees, and costs of suit according to the mandate of  
26 California Labor Code § 2802.

27   **SIXTH CAUSE OF ACTION**

28   **FOR VIOLATION OF BUSINESS AND PROFESSIONS CODE SECTION 17200 et seq.**

1 (AGAINST ALL DEFENDANTS BY ALL PLAINTIFFS ON BEHALF OF  
2 THE CLASS)

3 57. Plaintiff re-alleges and incorporates by reference paragraphs 1 through 48 as  
4 though fully set for herein.

5 58. Defendants, and each of them, have engaged and continue to engage in unfair  
6 and unlawful business practices in California by practicing, employing and utilizing the  
7 employment practices outlined above, inclusive, to wit, by knowingly denying employees: (1)  
8 all meal period wages and rest break premiums, (2) all overtime wages and minimum wages,  
9 (3) accurate wage statements, and (4) all wages due and owing upon termination of  
10 employment.

11 59. Defendants' utilization of such business practices constitutes unfair, unlawful  
12 competition and provides an unfair advantage over Defendants' competitors.

13 60. The acts complained of herein occurred within the last four years preceding the  
14 filing of the complaint in this action.

15 61. Defendants have engaged in unlawful, deceptive and unfair business practices,  
16 as proscribed by California Business and Professions Code § 17200 *et seq.*, including those set  
17 forth above, thereby depriving Plaintiff and the Class and Subclasses the minimum working  
18 condition standards and conditions due to them under the California laws and IWC Wage  
19 Orders as specifically described therein.

20 62. Plaintiff seeks, on his own behalf, and on behalf of other members of the Class  
21 and Subclasses who are similarly situated, full restitution of monies, as necessary and  
22 according to proof, to restore any and all monies withheld, acquired and/or converted by the  
23 Defendants by means of the unfair practices complained of herein.

24 **SEVENTH CAUSE OF ACTION**

25 **FOR VIOLATION OF PAGA**

26 **(AGAINST ALL DEFENDANTS BY ALL PLAINTIFFS CORREA, ANDRANDE AND**  
27 **RODRIGUEZ ON BEHALF OF ALL AGGRIEVED EMPLOYEES)**

28 63. Plaintiffs re-allege and incorporate by reference paragraphs 1 through 62 as

1 though fully set for herein.

2       **64.** Labor Code § 2698 et seq. (the Private Attorneys General Act of 2004  
3 (“PAGA”)) expressly establishes that any provision of the California Labor Code which  
4 provides for a civil penalty to be assessed and collected by the LWDA, or any of its  
5 departments, divisions, commissions, boards, agencies or employees for a violation of the  
6 California Labor Code, may be recovered through a civil action brought by an aggrieved  
7 employee on behalf of himself or herself, and other current or former employees.

8       **65.** Plaintiffs seek to recover all applicable and available PAGA remedies pursuant  
9 to Labor Code § 2699, as well as attorneys’ fees, costs, and/or other damages as permitted by  
10 PAGA through a representative action pursuant to the PAGA and the California Supreme  
11 Court in *Arias v. Superior Court*, 46 Cal. 4th 969 (2009). Therefore, Plaintiffs are not required  
12 to, nor do they, seek class certification of the PAGA claims under Code of Civil Procedure §  
13 382.

14       **66.** On November 15, 2019, Plaintiff Correa provided written notice to the LWDA  
15 and Defendants of the specific provisions of the Labor Code he contends were violated, and the  
16 theories supporting his contentions. To date, he has not received a response.

17       **67.** Plaintiff Andrade gave written notice by certified electronic mail to the Labor  
18 and Workforce Development Agency (“LWDA”) and to Defendants of the specified provisions  
19 alleged to have been violated, including the facts and theories to support the alleged violation  
20 as required by Labor Code § 2699.3.

21       **68.** Plaintiff Rodriguez filed a PAGA complaint online with the LWDA and served  
22 Defendants by certified mail as prescribed by the Labor Code. A copy of each of the three  
23 letters is attached as Exhibit B.

24       **69.** Plaintiffs and the other non-exempt employees are “aggrieved employees” as  
25 defined by California Labor Code § 2699(c) in that they are all current or former employees of  
26 Defendants, and one or more of the alleged violations was committed against them.

27       **70.** Plaintiffs bring this cause of action for violations of the following underlying  
28 California Labor Code sections: 201 to 204, 226, 226.3, 226.7, 256, 510, 512, 558, 1174,

1 1194, 1194.2, 1194.5, 1197, 1197.1, 1198, 2802, and Industrial Welfare Commission (“IWC”)  
2 Wage Order No. 9-2001 (codified as California Code of Regulations, title 8, § 11160).

3 **Failure to Pay Minimum and Overtime Wages**

4 71. At all times relevant herein, Defendants were required to compensate their non-  
5 exempt employees minimum wages for all hours worked and overtime wages for all hours  
6 worked in excess of eight (8) hours in a workday and forty (40) hours in a workweek, pursuant  
7 to the mandate of Labor Code §§ 510, 558, 1194, 1194.2, 1197, 1197.1, and 1198.

8 72. As a pattern and practice, Defendants failed to compensate Plaintiffs and other  
9 similarly-situated current and former employees for all hours worked. Specifically, Defendants  
10 paid Plaintiffs and other aggrieved employees based on a component pay system, in which  
11 Defendants paid workers based in part based on the number of items/cases that were delivered  
12 to customers within a work day, without regard for the number of hours actually worked. Thus,  
13 Defendants failed to properly provide aggrieved employees with wages for all hours actually  
14 worked and for all overtime wages earned at the correct regular rate despite constructive and  
15 actual knowledge of the hours of work being performed.

16 73. This resulted in a failure to compensate Plaintiffs and other aggrieved  
17 employees at the applicable overtime rate for all overtime hours worked.

18 **Failure to Provide Meal Periods and Rest Breaks**

19 74. In accordance with the mandates of the California Labor Code and the  
20 applicable IWC Wage Order, Plaintiffs and other aggrieved employees had the right to take a  
21 10-minute rest break for every four (4) hours worked or major fraction thereof, and a 30-  
22 minute meal period for every five (5) hours worked.

23 75. As a pattern and practice, Defendants regularly failed to provide Plaintiffs and  
24 other aggrieved employees their full duty-free meal periods and rest breaks and did not provide  
25 proper compensation for this failure.

26 **Failure to Timely Pay Wages During and Upon Termination of Employment**

27 76. At all times relevant herein, Defendants were required to pay their employees in  
28 a timely fashion pursuant to the mandate of Labor Code §§ 201 to 204.

1           77. As a result of Defendants' Labor Code violations alleged above, Defendants  
2 failed to pay Plaintiffs and the other aggrieved employees all wages due them within the time  
3 periods specified by Labor Code §§ 201-204 during and upon termination of employment.

4                           **Failure to Provide Complete and Accurate Wage Statements**

5           78. At all times relevant herein, Defendants were required to keep accurate records  
6 regarding their California employees pursuant to the mandate of Labor Code §§ 226 and  
7 1174(d).

8           79. As a result of Defendants' various Labor Code violations, Defendants failed to  
9 keep accurate records regarding Plaintiffs and other similarly-situated current and former  
10 employees. For example, Defendants failed in their affirmative obligation to keep accurate  
11 records regarding Plaintiffs and other similarly-situated current and former employees' gross  
12 wages earned, total hours worked, net wages earned, and all applicable hourly rates and the  
13 number of hours worked at each hourly rate.

14                           **Failure to Reimburse Necessary Work-Related Expenses**

15           80. At all times relevant herein, Defendants were required to indemnify their  
16 employees for all necessary expenditures or losses incurred in direct consequence of the  
17 discharge of the employees' duties, or of the employees' obedience to the directions of the  
18 employer pursuant to California Labor Code § 2802.

19           81. As a pattern and practice, Defendants failed to reimburse Plaintiffs and other  
20 aggrieved employees for all necessary work-related expenses, including, but not limited to,  
21 expenses incurred in the use of their personal mobile telephones for work purposes and for  
22 personal protective equipment for Covid-19.

23                           **Damages**

24           82. Pursuant to Labor Code § 2699, Plaintiffs, individually and on behalf of other  
25 current and former aggrieved employees, request and are entitled to recover from Defendants,  
26 and each of them, unpaid wages, civil penalties, interest, attorneys' fees and costs pursuant, as  
27 well as all statutory penalties against Defendants, and each of them, including but not limited  
28 to:



- 1 a. Penalties under Labor Code § 2699 in the amount of a hundred dollars  
2 (\$100) for each aggrieved employee per pay period for the initial  
3 violation, and two hundred dollars (\$200) for each aggrieved employee  
4 per pay period for each subsequent violation;
- 5 b. Penalties under Labor Code § 210 in the amount of a hundred dollars  
6 (\$100) for each aggrieved employee per pay period for the initial  
7 violation, and two hundred dollars (\$200) for each aggrieved employee  
8 per pay period for each subsequent violation, plus 25% of the amount  
9 unlawfully withheld;
- 10 c. Penalties under Labor Code § 256 in the amount of 30 days pay per  
11 aggrieved former employee;
- 12 d. Penalties under Labor Code § 226.3 in the amount of two hundred fifty  
13 dollars (\$250) per employee per initial violation and one thousand  
14 dollars (\$1,000) per employee for each subsequent violation;
- 15 e. Penalties under Labor Code § 558 in the amount of fifty dollars (\$50) for  
16 each aggrieved employee per pay period for the initial violation, and one  
17 hundred dollars (\$100) for each aggrieved employee per pay period for  
18 each subsequent violation;
- 19 f. Penalties under Labor Code § 1197.1 in the amount of one hundred  
20 dollars (\$100) for each aggrieved employee per pay period for the initial  
21 violation, and two hundred fifty dollars (\$250) for each aggrieved  
22 employee per pay period for each subsequent violation;
- 23 g. An amount sufficient to recover unpaid wages under Labor Code § 558;
- 24 h. An amount sufficient to recover unpaid wages under Labor Code §  
25 1197.1;
- 26 i. Any and all additional penalties and sums as provided by the Labor  
27 Code and/or other statutes; and
- 28 j. Attorneys' fees and costs pursuant to Labor Code §§ 210, 1194, 2699,

1 2802, and any other applicable statute.

2 **EIGHTH CAUSE OF ACTION**

3 **VIOLATION OF THE FAIR LABOR STANDARDS ACT, 29 U.S.C. § 201 et seq.**  
4 **REGARDING UNPAID MINIMUM AND OVERTIME WAGES**  
5 **(AGAINST ALL DEFENDANTS BY ALL PLAINTIFFS AND THE PROPOSED FLSA**  
6 **COLLECTIVE)**

7 83. Plaintiffs re-allege and incorporate by reference paragraphs 1 through 82 as  
8 though fully set for herein.

9 84. Plaintiffs bring, on behalf of themselves and all similarly-situated individuals, a  
10 proposed FLSA Collective class as defined as follows:

- 11 a. All Defendants' non-exempt employees in California during the period  
12 October 21, 2016 to present that elect to opt-in to this action pursuant to  
13 FLSA, 29 U.S.C. § 216(b).

14 85. Plaintiffs have each consented in writing to be a part of this action pursuant to  
15 29 U.S.C. § 216(b). Signed consent forms are attached hereto as Exhibit A.

16 86. The overtime and minimum wage provisions set forth in the FLSA apply to  
17 Defendants and protect Plaintiffs and the FLSA Collective.

18 87. At all times relevant, Plaintiffs and the members of the FLSA Collective were  
19 or have been employees within the meaning of 29 U.S.C. §§ 203(e) and 207(a). Defendants  
20 employed Plaintiffs and the members of the FLSA Collective as their employer.

21 88. At all relevant times, Defendants have been, and continue to be, "employers"  
22 engaged in interstate commerce and/or the production of goods for commerce, within the  
23 meaning of the FLSA, 29 U.S.C. §§ 203. At all relevant times, Defendants have employed and  
24 continue to employ employees, including members of the FLSA Collective.

25 89. The FLSA, 29 U.S.C. § 207, requires employers to pay non-exempt employees  
26 one and one-half times the regular rate of pay for all hours worked over forty (40) hours per  
27 workweek.

28 90. During the applicable statutory period, Defendants suffered and permitted

1 Plaintiffs and the FLSA Collective to routinely work more than forty (40) hours in a workweek  
2 without proper overtime compensation. Therefore, in violation of the FLSA, Defendant failed  
3 to properly compensate Plaintiffs and members of the proposed FLSA Collective for all hours  
4 worked in excess of forty (40) hours in a workweek.

5 91. Plaintiffs and the FLSA Collective are not exempt from the overtime  
6 requirements of the FLSA under 29 U.S.C. §213, and Defendants' regular, repeated, and  
7 knowing failure to compensate Plaintiffs and the FLSA Collective at the required overtime rate  
8 constitutes willful violation of the FLSA.

9 92. Because Defendants; violations of the FLSA, as described in this Complaint,  
10 have been willful and intentional, a three-year statute of limitations applies pursuant to 29  
11 U.S.C. § 255.

12 93. As a result of Defendants' violations of the FLSA, Plaintiffs and the members  
13 of the FLSA Collective have suffered damages by being denied minimum and overtime wages  
14 in accordance with the FLSA in amounts to be determined at trial, and are entitled to recovery  
15 of such amounts, liquidated damages, prejudgment interest, attorneys' fees, costs, and other  
16 compensation pursuant to 29 U.S.C. 201 *et seq.*

17 **PRAYER FOR RELIEF**

18 WHEREFORE, Plaintiffs prays for judgment for themselves and all others on  
19 whose behalf this suit is brought against Defendants, jointly and severally, as follows:

- 20 1. For an order certifying the proposed Class;
- 21 2. For an order appointing Plaintiffs as representatives of the Class as described  
22 herein;
- 23 3. For an order appointing counsel for Plaintiffs as counsel for the Class;
- 24 4. Upon the First Cause of Action, for all meal period and rest break wages owed,  
25 and for costs;
- 26 5. Upon the Second Cause of Action, for all minimum wages owed and overtime  
27 wages owed, and for costs and attorney's fees;
- 28 6. Upon the Third Cause of Action, for damages or penalties pursuant to statute as

1 set forth in California Labor Code § 226, and for costs and attorneys' fees;

2 7. Upon the Fourth Cause of Action, for all minimum wages owed and overtime  
3 wages owed, and for waiting time wages according to proof pursuant to  
4 California Labor Code §203 and for costs and attorneys' fees;

5 8. Upon the Fifth Cause of Action, for damages or penalties pursuant to statute as  
6 set forth in California Labor Code § 2802, and for costs and attorneys' fees;

7 9. Upon the Sixth Cause of Action, for restitution to Plaintiff and other similarly  
8 affected members of the general public of all funds unlawfully acquired by  
9 Defendants by means of any acts or practices declared by this Court to be in  
10 violation of Business and Professions Code § 17200 *et seq.*; and

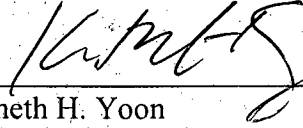
11 10. Upon the Seventh Cause of Action, for civil penalties and wages pursuant to  
12 statute as set forth in Labor Code § 2698 *et seq.*, for Defendants' violations of  
13 Labor Code §§ 201, 202, 203, 204, 210, 226, 226.3, 226.7, 256, 510, 512, 558,  
14 1194, 1197.1, 1198, and 2802;

15 11. Upon the Eighth Cause of Action, for: (1) designation of this action as a  
16 collective action on behalf of Plaintiffs and those similarly situated; (2) prompt  
17 issuance of notice pursuant to 29 U.S.C. § 216(b) to those similarly situated  
18 individuals; (3) judgment against Defendants for willful violation of the FLSA;  
19 (4) an award to Plaintiffs and those similarly situated for the amount of unpaid  
20 minimum wage and overtime compensation owed, an equal amount as  
21 liquidated damages, appropriate civil penalties, attorney's fees and prejudgment  
22 interest (to the extent liquidated damages are not awarded); and

23 12. On all causes of action for attorneys' fees, interest, and costs as provided by  
24 California Labor Code §§ 210, 218.6, 226, 1194, 2699, 2802, Code of Civil  
25 Procedure § 1021.5 and 29 U.S.C. § 216(b), and for such other and further relief  
26 the Court may deem just and proper.  
27  
28

1 Dated: October 21, 2020

**YOON LAW, APC**

2  
3 By: 

4 Kenneth H. Yoon  
5 Stephanie E. Yasuda  
6 Brian G. Lee

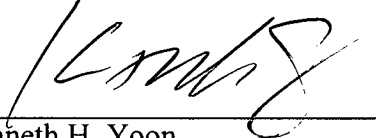
7 Attorneys for Plaintiffs Jessy Correa, Brittany  
8 Roderick, Eric Andrade, and Henry Linares  
9 Rodriguez

**DEMAND FOR JURY TRIAL**

10 Plaintiffs, for themselves and the Class and Subclasses, hereby demands a jury  
11 trial as provided by California law.

12 Dated: October 21, 2020

**YOON LAW, APC**

13 By: 

14 Kenneth H. Yoon  
15 Stephanie E. Yasuda  
16 Brian G. Lee

17 Attorneys for Plaintiffs Jessy Correa, Brittany  
18 Roderick, Eric Andrade, and Henry Linares  
19 Rodriguez

1 **CONSENT TO BECOME A PARTY PLAINTIFF**

2 *Correa v. Harbor Distributing, LLC*  
3 Los Angeles County Superior Court Case No. 19STCV37441

4 Complete and Mail, Fax, or E-mail to:

5 Yoon Law, APC  
6 One Wilshire Blvd., Suite 2200  
7 Los Angeles, CA 90012  
8 Phone: (213) 612-0988 / Fax: (213) 947-1211  
9 E-mail: [kyoon@yoonlaw.com](mailto:kyoon@yoonlaw.com)


10 By signing below, I state I have been employed by Harbor Distributing, LLC within the  
11 past three (3) years and that I hereby consent to join this lawsuit seeking unpaid overtime  
12 wages, including minimum wage and/or overtime, based on Harbor Distributing, LLC's  
13 violations of the Fair Labor Standards Act, 29 U.S.C. §§ 201 *et. seq.*

14 I hereby designate Yoon Law, APC and any other attorneys with whom they may  
15 associate to represent me for all purposes of this action.

16 Oct 7, 2020

17 \_\_\_\_\_  
18 Date

19 \_\_\_\_\_  
20 Signature

21   
22 \_\_\_\_\_  
23 Jessy (Oct 7, 2020 21:04 PDT)

24 Jessy Correa

1 **CONSENT TO BECOME A PARTY PLAINTIFF**

2 *Correa v. Harbor Distributing, LLC*  
3 Los Angeles County Superior Court Case No. 19STCV37441

4 Complete and Mail, Fax, or E-mail to:

5 Yoon Law, APC  
6 One Wilshire Blvd., Suite 2200  
7 Los Angeles, CA 90012  
8 Phone: (213) 612-0988 / Fax: (213) 947-1211  
9 E-mail: kyoon@yoonlaw.com

10 By signing below, I state I have been employed by Harbor Distributing, LLC within the  
11 past three (3) years and that I hereby consent to join this lawsuit seeking unpaid overtime  
12 wages, including minimum wage and/or overtime, based on Harbor Distributing, LLC's  
13 violations of the Fair Labor Standards Act, 29 U.S.C. §§ 201 *et. seq.*

14 I hereby designate Yoon Law, APC and any other attorneys with whom they may  
15 associate to represent me for all purposes of this action.

16 **Sep 23, 2020**

17 \_\_\_\_\_  
18 Date

19 \_\_\_\_\_  
20 Signature

21   
22 Brittany Roderick (Sep 23, 2020 20:33 PDT)

23 \_\_\_\_\_  
24 Brittany Roderick

1 **CONSENT TO BECOME A PARTY PLAINTIFF**

2 *Correa v. Harbor Distributing, LLC*  
3 Los Angeles County Superior Court Case No. 19STCV37441

4 Complete and Mail, Fax, or E-mail to:


5 Yoon Law, APC  
6 One Wilshire Blvd., Suite 2200  
7 Los Angeles, CA 90012  
8 Phone: (213) 612-0988 / Fax: (213) 947-1211  
9 E-mail: kyoon@yoonlaw.com

10 By signing below, I state I have been employed by Harbor Distributing, LLC within the  
11 past three (3) years and that I hereby consent to join this lawsuit seeking unpaid overtime  
12 wages, including minimum wage and/or overtime, based on Harbor Distributing, LLC's  
13 violations of the Fair Labor Standards Act, 29 U.S.C. §§ 201 *et. seq.*


14 I hereby designate Yoon Law, APC and any other attorneys with whom they may  
15 associate to represent me for all purposes of this action.

16 Sep 24, 2020

17 Date

18   
19 Eric andrade (Sep 24, 2020 11:05 PDT)

20 Signature

21   
22 Eric andrade (Sep 24, 2020 11:05 PDT)

23 Eric Andrade



**CONSENT TO BECOME A PARTY PLAINTIFF**  
*Correa v. Harbor Distributing, LLC*  
Los Angeles County Superior Court Case No. 19STCV37441

Complete and Mail, Fax, or E-mail to:

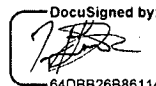
Yoon Law, APC  
One Wilshire Blvd., Suite 2200  
Los Angeles, CA 90012  
Phone: (213) 612-0988 / Fax: (213) 947-1211  
E-mail: [kyoon@yoonlaw.com](mailto:kyoon@yoonlaw.com)

By signing below, I state I have been employed by Harbor Distributing, LLC within the past three (3) years and that I hereby consent to join this lawsuit seeking unpaid overtime wages, including minimum wage and/or overtime, based on Harbor Distributing, LLC's violations of the Fair Labor Standards Act, 29 U.S.C. §§ 201 *et. seq.*

I hereby designate Yoon Law, APC and any other attorneys with whom they may associate to represent me for all purposes of this action.

9/23/2020

Date

DocuSigned by:  


64DBB26B861143F...

Signature

Henry Linares Rodriguez

**PROOF OF SERVICE**

1     **STATE OF CALIFORNIA**                                     )  
2   )     **ss.**  
3     **COUNTY OF LOS ANGELES**                             )

4             I am employed in the County of Los Angeles, State of California. I am over the age of 18 years  
5     and not a party to the within action; my business address is One Wilshire Boulevard, Suite 2200, Los  
6     Angeles, California 90017.

7             On October 21, 2020, I served the following documents described as:

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

9     on all interested parties in this action by placing true copies thereof enclosed in sealed envelopes  
10    addressed as shown on the attached mailing list.

11    [ ]     **(BY FACSIMILE)**  
12             I am readily familiar with the business practices of this office. The telephone number of the  
13             facsimile machine I used was (213) 489-9961. This facsimile machine complies with Rules  
14             2003(3) of the California Rules of Court. Upon transmission, no error was reported by the  
15             facsimile machine and a printed copy of the machine's transmission record indicating that the  
16             transmission was successfully completed is attached to this declaration.

17    [X]     **(BY E-MAIL)**  
18             The documents were sent as an attachment to an email, with two types of delivery confirmation:  
19             Delivery Receipt and Read Receipt. Upon sending, no error was reported and I received a  
20             Delivery Receipt, confirming that the message and documents reached the above email address

21    [ ]     **(BY CASE ANYWHERE)**  
22             Based on a court order to accept service by electronic means, I caused a true and correct copy of  
23             the document(s) to be served electronically on counsel of record by transmission to Case  
24             Anywhere.

25    [ ]     **(BY MAIL)**  
26             I am familiar with my employer's mail collection and processing practices; know that mail is  
27             collected and deposited with the United States Postal Services on the same day it is deposited in  
28             the interoffice mail; and know that postage thereon is fully prepaid.

29    [ ]     **(BY FEDERAL EXPRESS COURIER AND COURTESY EMAIL)**  
30             I am "readily familiar" with the firm's practice of collection and processing correspondence  
31             for Federal Express delivery. Under that practice it would be deposited with the Federal  
32             Express Courier on that same day at Los Angeles, California in the ordinary course of  
33             business.

34    [X]     **(State)**             I declare under penalty of perjury that the above is true and correct.

35    [ ]     **(Federal)**            I declare that I am employed in the office of a member the Bar of this Court at  
36             whose direction the service was made.

37             Executed on October 21, 2020, at Los Angeles, California.

  
\_\_\_\_\_  
**DIANA JIMENEZ**

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*Jessy Correa v. Harbor Distributing, LLC*  
Superior Court of California, County of Los Angeles, Case No.: 19STCV37441

**SERVICE LIST**

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**Harbor Distributing**

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Telephone: (949) 208-3400