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16 and all others similarly situated

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18 **SUPERIOR COURT OF CALIFORNIA**
19 **COUNTY OF SAN FRANCISCO**

20 JOSEPH ROJAS, an individual, and
21 JOHNATHAN BABAKITIS, an individual
22 on behalf of themselves and all others
23 similarly situated,

24 Plaintiffs,

25 v.

26 ROADRUNNER TRANSPORTATION
27 SERVICES, INC., a Delaware Corporation,
28 and DOES 1-10, Inclusive,

Defendants.

Case No.

CLASS ACTION COMPLAINT FOR:

- (1) **FAILURE TO PAY REGULAR AND/OR BONUS WAGES;**
- (2) **FAILURE TO PROVIDE MEAL PERIODS;**
- (3) **FAILURE TO PROVIDE REST PERIODS;**
- (4) **FAILURE TO FURNISH TIMELY AND ACCURATE WAGE STATEMENTS;**
- (5) **FAILURE TO PAY ALL WAGES DUE UPON TERMINATION;**
- (6) **VIOLATION OF CALIFORNIA'S UNFAIR COMPETITION LAW ("UCL"), Bus. & Prof. Code § 17200 et seq.**

DEMAND FOR JURY TRIAL

ELECTRONICALLY
FILED
Superior Court of California,
County of San Francisco

03/19/2024
Clerk of the Court
BY: DAEJA ROGERS
Deputy Clerk

CGC-24-613240

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Attorneys for Plaintiffs on behalf of themselves
and all others similarly situated

1 Plaintiffs JOSEPH ROJAS, an individual, and JOHNATHAN BABAKITIS, an individual
2 on behalf of themselves and all others similarly situated (“Plaintiffs”), by and through their
3 attorneys of record, bring this Class Action Complaint against ROADRUNNER
4 TRANSPORTATION SERVICES, INC., (“Roadrunner” or “Defendant”), and respectfully allege
5 the following:

6 **NATURE OF THE ACTION**

7 1. This is a class action for wage and labor violations arising out of Defendant’s failure
8 to pay wages earned, including forfeiture of earned bonus wages, failure to provide timely and
9 uninterrupted meal and rest periods, and for derivative claims.

10 2. As set forth below, Defendant failed to pay its employees’ wages, including for
11 performance-based bonuses which employees earned and Defendant unlawfully withheld, failed to
12 provide timely and uninterrupted meal and rest periods to its California non-exempt employees in
13 violation of California Labor Code sections 512 and 226.7, and the applicable Industrial Wage
14 Order; failed to pay its employees one hour of pay at the regular rate of compensation for each
15 instance that Defendant failed to provide statutorily mandated rest periods and timely off-duty
16 meal periods; failed to furnish timely and accurate wage statements; failed to pay all wages due
17 upon termination; and, is in violation of California’s Unfair Competition Law (“UCL”).

18 3. Plaintiffs seek to represent and prosecute claims against Defendant in class action
19 proceedings on behalf of all those similarly situated who are or were residents of the State of
20 California.

21 **JURISDICTION AND VENUE**

22 4. This Court has jurisdiction over this action because this is a civil action where the
23 matter in controversy, exclusive of interest and costs, exceeds the jurisdictional minimum of the
24 Court. The acts and omissions complained of in this action took place in the State of California.
25 Venue is proper because upon information and belief, Defendant conducts substantial business in
26 this county, maintains an office in this county, and employs numerous employees in this county.

27 **PARTIES**

28 5. Plaintiff JOSEPH ROJAS is a resident of Barstow, California. Plaintiff Rojas was

1 employed by Defendant in Mira Loma, California, from approximately April 18, 2022, to
2 approximately April 27, 2023, as a Forklift Operator. Plaintiff's pay structure was such that he earned
3 an hourly wage and performance-based bonuses for attaining preset metrics in loading and unloading
4 goods.

5 6. Plaintiff JOHNATHAN BABAKITIS is a resident of Azusa, California. Plaintiff
6 was employed by Defendant in Mira Loma, California, from approximately June of 2022 to
7 approximately October 25, 2022, as a Forklift Operator. Plaintiff's pay structure was such that he
8 earned an hourly wage and performance-based bonuses for attaining preset metrics in loading and
9 unloading goods.

10 7. At all times material herein, Defendant ROADRUNNER TRANSPORTATION
11 SERVICES, INC., a Delaware Corporation, is and was a corporation authorized to do business in
12 California, including but not limited to conducting business within the County of San Francisco.
13 Defendant offers truck freight transportation services, including in California. Upon information
14 and belief, Roadrunner operates throughout all fifty states, including in California. Roadrunner
15 employees, including plaintiff, are engaged in handling freight in interstate commerce. At all
16 relevant times alleged herein, Plaintiff is informed and believes that Defendant is authorized to and
17 does conduct business in California, including but not necessarily limited to County of San
18 Francisco. Defendant maintains a service center location in San Francisco County, and
19 employ/employed other Forklift Operators and others similarly situated throughout the State of
20 California. Plaintiffs are informed and believe, and on that basis allege, that Roadrunner is engaged in
21 processing and shipping freight throughout the United States, including California.

22 8. Plaintiffs are currently unaware of the true names and capacities, whether individual,
23 corporate, associate, or otherwise, of the defendants sued herein under fictitious names Does 1
24 through 10, inclusive, and therefore sue such defendants by such fictitious names. Plaintiffs will
25 seek leave to amend this complaint to allege the true names and capacities of said fictitiously
26 named defendants when their true names and capacities have been ascertained. Plaintiffs are
27 informed and believe and thereon allege that each of the fictitiously named defendants is legally
28 responsible in some manner for the events and occurrences alleged herein, and for the damages

1 suffered by the Class.

2 9. Plaintiffs are informed and believe and thereon allege that all defendants, including
3 the fictitious Doe defendants, were at all relevant times acting as actual agents, conspirators,
4 partners and/or joint ventures and/or employees of all other defendants, and that all acts alleged
5 herein occurred within the course and scope of said agency, employment, partnership, and joint
6 venture, conspiracy or enterprise, and with the express and/or implied permission, knowledge,
7 consent, authorization and ratification of their co-defendants.

8 **FACTS**

9 10. Between approximately April 18, 2022, to approximately April 27, 2023, Plaintiff
10 ROJAS was employed by Defendant, as a non-exempt, hourly-paid Forklift Operator at
11 Defendant's service center in Mira Loma, California.

12 11. Between approximately June of 2022 to approximately October 25, 2022, Plaintiff
13 BABAKITIS was employed by Defendant, as a non-exempt, hourly-paid Forklift Operator at
14 Defendant's service center in Mira Loma, California.

15 12. Plaintiffs' duties included setting-up the forklifts, including picking up paperwork
16 and assigning a laptop to the forklifts, and maintenance of the forklifts, including fueling up with
17 gas. Plaintiffs would load pallets of freight onto a freight dimensioning machine, then load the
18 freight into a trailer, scan the trailer after it has been measured, and then move onto the next palette.

19 13. Plaintiffs were scheduled to work eight hours per shift for five days per week but
20 were often sent home after working six hours.

21 14. During the relevant time period, Defendant failed to properly pay Plaintiffs and class
22 members their performance-based bonuses that they earned but were unlawfully required to forfeit
23 once earned. As part of their job duties, Plaintiffs and class members were required to meet certain
24 productivity goals. Plaintiffs were entitled to bonuses based on load and unloading metrics, which
25 was a component of Plaintiffs' and other class members wages. As an example, on at least one
26 occasion, Plaintiffs and other class members earned all of their bonuses for the month, and were
27 entitled to approximately \$300 in bonus wages. The day the bonuses were to be paid, management
28 said the system had malfunctioned and the employees did not actually meet all of the goals, and

1 therefore Plaintiffs and class members were not paid earned bonus wages for that month. Because
2 Defendant did not pay Plaintiffs and class members bonuses that they earned, they were not paid
3 properly for all wages, and these bonus amounts were not included in their wages and paychecks.

4 15. During the relevant time period, Defendant failed to provide Plaintiffs and other
5 class members with timely and off-duty meal periods of at least 30 minutes, in violation of
6 California law. To attempt to conceal these violations, Defendant instituted a practice of waiting
7 until the six-hour mark to either allow employees to take their meal breaks or send them home
8 because they were no longer needed for that day. This meant Plaintiffs and other class members did
9 not receive a 30-minute meal break before the end of their fifth hour of work in violation of
10 California law. Plaintiffs do not recall signing a meal break waiver. Plaintiffs and other class
11 members were not paid meal period premiums for each day a timely and uninterrupted meal break
12 was not provided. This unlawful practice occurred up to five times per week and was always done
13 with the full knowledge and consent of the managers and supervisors to increase productivity and
14 cut costs.

15 16. Further, Plaintiffs were sometimes forced to work past six hours before a supervisor
16 authorized them to go home for the day. Defendant required Plaintiffs and class members to get
17 approval prior to leaving after they worked their 6-hour shift. Sometimes Plaintiffs could not obtain
18 approval in time because the supervisors were unavailable or would not know and would tell
19 Plaintiffs to ask another supervisor, causing them to work past the six-hour mark. Plaintiffs would
20 face discipline for working past six hours; however, it was a catch-22 because when Plaintiffs
21 would clock out at the six-hour mark and go home without supervisor approval, they would also
22 face discipline.

23 17. Additionally, Defendant's policies and practices regarding work conditions and
24 expectations for its non-exempt employees caused Plaintiffs and other class members to miss one
25 or more rest breaks, and/or receive late or short rest breaks. Plaintiffs were told their rest breaks
26 began once they entered the employee break room; however, the supervisors would time them on
27 their own before Plaintiffs were even finished parking their forklifts. Plaintiffs' supervisors, after
28 their timers went off, would then interrupt Plaintiffs while still on their rest breaks and tell them to

1 hurry up and get back to work. Plaintiffs were not paid rest break premiums for each workday that
2 the rest break was interrupted or cut short.

3 18. Further, Plaintiffs and other class members' wage statements failed to correctly state
4 performance bonuses earned, and consequently the gross and net wages due, among other required
5 information. Because of Defendant's failure to list the correct gross wages earned, bonuses earned,
6 and net wages earned on wage statements, Plaintiff and other class members have been prevented
7 from verifying, solely from information on the wage statements themselves, that they were paid
8 correctly and in full.

9 19. Upon information and belief, the above-mentioned unlawful employment practices
10 by Defendant were applied the same to all Forklift Operators in all of Defendant's service centers
11 in the State of California.

12 20. Defendant's conduct, as alleged here, has caused Plaintiffs and class members
13 damages including, but not limited to, loss of wages and compensation. Defendant is liable to
14 Plaintiffs and the class for failing to properly pay bonuses earned, failing to pay meal and rest break
15 premiums, failing to provide timely and accurate wage statements, failing to pay all wages due
16 upon termination, which are violations of California's unfair competition law.

17 21. Plaintiffs are a member of, and seek to be a representatives for, the class of similarly
18 situated employees who all have been exposed to, have suffered, and/or were permitted to work
19 under Defendant's unlawful employment practices as alleged herein.

20 **CLASS DEFINITIONS AND CLASS ALLEGATIONS**

21 22. Plaintiffs bring this action on behalf of themselves and on behalf of all others
22 similarly situated, and as members of the Class they seek to represent. The class period is from four
23 years prior to the filing of the Complaint in this action until the trial of this action ("class period.")

24 The Class is defined as:

25 *All current and former non-exempt, hourly-paid Forklift Operators, or a position*
26 *with similar duties and/or job titles who in performance of their work duties handled*
27 *packages and goods as part of international and/or interstate commerce, employed by*
Defendant in California during the time period commencing four years before this
complaint was filed, and until the present ("Class Period").

28 23. Plaintiff further seeks to represent the following subclasses:

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Regular Wages Subclass

“All current and former non-exempt, hourly-paid Forklift Operators, or a position with similar duties and/or job titles who in performance of their work duties handled packages and goods as part of international and/or interstate commerce, employed by Defendant in California during the Class Period, who worked at least one shift less than eight hours in a workday and/or worked less than 40 hours during the workweek.”

Meal Period Subclass

“All current and former non-exempt, hourly-paid Forklift Operators, or a position with similar duties and/or job titles who in performance of their work duties handled packages and goods as part of international and/or interstate commerce, employed by Defendant in California during the Class Period, who worked at least one shift longer than five hours in a workday.”

Rest Period Subclass

“All current and former non-exempt, hourly-paid Forklift Operators, or a position with similar duties and/or job titles who in performance of their work duties handled packages and goods as part of international and/or interstate commerce, employed by Defendant in California during the Class Period, who worked at least one shift longer than three and a half hours in a workday.”

The Itemized Wage Statement Subclass

“All current and former non-exempt, hourly-paid Forklift Operators, or a position with similar duties and/or job titles who in performance of their work duties handled packages and goods as part of international and/or interstate commerce, employed by Defendant in California during the Class Period, and who have received at least one wage statement from Defendant.”

The Waiting Time Penalties Subclass

“All members of the Class, the Regular Wages Subclass, Meal Period Subclass, and Rest Period Subclass, and Itemized Wage Statement Subclass who separated employment with Defendant at any point during the past three (3) years prior to the filing of this action.”

The UCL Subclass

“All current and former non-exempt, hourly-paid Forklift Operators, or a position with similar duties and/or job titles who in performance of their work duties handled packages and goods as part of international and/or interstate commerce, employed by Defendant in California during the Class Period, regarding whom Defendant has engaged in unlawful, unfair and/or fraudulent business acts or practices prohibited by B&PC §17200, et seq. as specifically described herein.”

24. Plaintiffs reserve the right to amend or otherwise alter the class definition, or to propose or eliminate subclasses, in response to facts learned through discovery, legal arguments advanced by Defendant or otherwise.

1 25. This action has been brought and may be properly maintained as a class action
2 pursuant to the provisions of Code of Civil Procedure § 382 and other applicable law.

3 26. **Numerosity of the Class:** Pursuant to Code of Civil Procedure § 382, members of
4 the Class are so numerous that their individual joinder is impracticable. Plaintiffs estimate, on
5 information and belief, that there are several hundred current and former non-exempt employees of
6 Defendant employed in service centers in California during the class period. The precise number of
7 Class members and their addresses are known to Plaintiffs or will be known to Plaintiffs through
8 discovery. Class members may be notified of the pendency of this action by mail, electronic mail,
9 the Internet, or published notice.

10 27. **Existence of Predominance of Common Questions of Law and Fact:** Pursuant
11 to Code of Civil Procedure § 382, common questions of law and fact and common answers exist as
12 to all members of the Class. These questions predominate over any questions affecting only
13 individual Class members. These common legal and factual questions and answers include:

- 14 a. Whether members of the class were not paid all wages owed to them, including regular
15 wages, and at the correct rate, including their performance-based bonuses;
- 16 b. Whether Defendant had a policy or practice of not paying meal or rest period premium
17 wages;
- 18 c. Whether Defendant violated Labor Code § 226.7 and/or § 512, and the applicable
19 California Industrial Welfare Commission Order and engaged in a pattern or practice of
20 failing to provide timely, off-duty meal periods to Plaintiffs and class members;
- 21 d. Whether Defendant engaged in a pattern or practice of impeding Plaintiffs and the
22 members of the class from taking statutory off-duty meal periods on a timely basis;
- 23 e. Whether Defendant engaged in a pattern or practice of failing to properly compensate
24 Plaintiffs and the members of the class for missed, untimely or on-duty meal periods as
25 required by California law;
- 26 f. Whether Defendant failed to compensate, and therefore violated Labor Code § 226.7 and
27 the applicable Wage Order by failing to provide ten (10) minute, uninterrupted rest
28 periods as contemplated by California law for work periods in excess of three and one-

1 half (3 ½) hours;

2 g. Whether Plaintiffs and the members of the Class were not provided with accurate wage
3 statements as required by Labor Code section 226;

4 h. Whether Defendant violated Labor Code § 226(a) by issuing inaccurate itemized wage
5 statements to Plaintiffs and members of the class that failed to include payments for
6 missed, untimely, and/or on-duty meal periods among wages earned throughout the
7 Class period;

8 i. Whether Defendant violated Labor Code § 226(a) by issuing inaccurate itemized wage
9 statements to Plaintiffs and members of the class that failed to list the earned
10 performance-based bonuses, to the detriment of Plaintiff and the class;

11 j. Whether Defendant violated Labor Code § 226(a) by issuing inaccurate itemized wage
12 statements to Plaintiffs and members of the class that failed to accurately state the total
13 hours worked and at the correct rates of pay, including the bonus amounts, to the
14 detriment of Plaintiffs and the class;

15 k. Whether Defendant violated Labor Code §§ 201-203 by failing to pay all wages due
16 upon termination to all Class Members who were terminated or voluntarily quit;

17 l. Whether Defendant engaged in unfair practices and violated California Business &
18 Professions Code section 17200 by failing to pay Plaintiffs and the members of the class
19 for all time worked, including requiring class members to unlawfully forfeit earned
20 bonuses; and

21 m. The nature and extent of class-wide injury and the measure of damages or restitution.

22 28. **Typicality:** Plaintiffs' claims are typical of the claims of the members of the class
23 they seek to represent because Plaintiffs, as non-exempt employees of Defendant, were exposed
24 and subjected to the same unlawful business practices as other employees employed by Defendant
25 during the class period. Plaintiffs and the members of the class they seek to represent sustained the
26 same types of damages and losses.

27 29. **Adequacy:** Plaintiffs are adequate representatives of the class they seek to represent
28 because their interests do not conflict with the interests of the members of the class Plaintiffs seeks

1 to represent. Plaintiffs have retained counsel competent and experienced in complex class action
2 litigation and Plaintiffs intend to prosecute this action vigorously. The interests of the members of
3 the class will be fairly and adequately protected by Plaintiffs and their counsel.

4 30. **Superiority and Substantial Benefit:** The class action is superior to other
5 available means for the fair and efficient adjudication of Plaintiffs’ and the Class members’ claims.
6 The damages suffered by each individual Class member may be limited. Damages of such
7 magnitude are small given the burden and expense of individual prosecution of the complex and
8 extensive litigation necessitated by Defendant’s conduct. Further, it would be virtually impossible
9 for the Class members to redress the wrongs done to them on an individual basis. Even if members
10 of the Class themselves could afford such individual litigation, the court system could not.
11 Individualized litigation increases the delay and expense to all parties and the court system due to
12 the complex legal and factual issues of the case. By contrast, the class action device presents far
13 fewer management difficulties and provides the benefits of single adjudication, economy of scale,
14 and comprehensive supervision by a single court.

15 31. The Class should also be certified because:

- 16 a. The prosecution of separate actions by individual members of the Class would create a
17 risk of inconsistent or varying adjudications with respect to individual Class members
18 which would establish incompatible standards of conduct for Defendant;
- 19 b. The prosecution of separate actions by individual members of the Class would create a
20 risk of adjudication with respect to them, which would, as a practical matter, be
21 dispositive of the interests of the other Class members not parties to the adjudications,
22 or substantially impair or impede their ability to protect their interests; and
- 23 c. Defendant has acted or refused to act on grounds generally applicable to the Class,
24 and/or the general public, thereby making appropriate final and injunctive relief with
25 respect to the Class as a whole.

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1 **FIRST CAUSE OF ACTION**
2 **FAILURE TO PAY REGULAR AND/OR BONUS WAGES**
3 **(Violation of Labor Code §§ 206.5, 218, 218.5, 218.6, 219, 221, 222, and the applicable Wage**
4 **Order)**
5 **(Against all defendants)**

6 32. Plaintiffs re-allege and incorporate all preceding paragraphs as if fully set forth
7 herein.

8 33. The California Labor Code establishes the fundamental right of all employees in
9 the State of California to be paid wages in a timely fashion for their work.

10 34. The applicable Industrial Wage Order provides that an employer may not pay
11 employees less than the applicable minimum wage for all hours worked.

12 35. Pursuant to the applicable Industrial Wage Order, Defendant is required to pay
13 Plaintiffs, and the members of the Class, for all hours worked, meaning the time which an
14 employee is subject to the control of the employer.

15 36. At all relevant times during the class period, Defendant failed to pay Plaintiffs and
16 other members of the class wages for all hours worked, in that Plaintiffs and the class were not paid
17 bonus wages they earned, resulting in unpaid wages. As a result, Plaintiffs and other class members
18 worked hours they were not paid for. Plaintiffs and the Class Members therefore seek unpaid wages
19 and penalties.

20 37. Bonuses are wages and an employee cannot waive rights to earned wages. Labor
21 Code §§ 200, 206.5; 219; *Lucian v. All States Trucking Co.* (1981) 116 Cal. App. 3d 972, 975.
22 Labor Code § 219 prevents forfeiture of payment of earned bonus wages. Labor Code § 219 states
23 in relevant part: “(a) Nothing in this article shall in any way limit or prohibit the payment of wages
24 at more frequent intervals, or in greater amounts, or in full when or before due, but no provision of
25 this article can in any way be contravened or set aside by a private agreement, whether written,
26 oral, or implied.”

27 38. Pursuant to Civil Code section 1670.5, it is illegal for an employer to require a
28 forfeiture or penalty against an employee's wages. Defendant set aside earned bonus wages when
it required Class Members to forfeit earned bonus wages. Such agreement(s) is unlawful and
unconscionable. Cal. Civ. Code, §§ 1668, 1670.5, 3275, and 3369.

1 39. Pursuant to Labor Code section 221, “It shall be unlawful for any employer to
2 collect or receive from an employee any part of wages theretofore paid by said employer to said
3 employee.”

4 40. Defendant’s failure to pay earned bonus wages was tantamount to an unlawful
5 deduction against wages in violation of Labor Code section 221.

6 41. In committing the violations of state law as herein alleged, Defendant has
7 knowingly and willfully refused to perform their obligations to compensate Plaintiffs and
8 members of the class for all wages earned and all hours worked. As a direct result, Plaintiffs and
9 other members of the class have suffered and continue to suffer, substantial losses related to the
10 use and enjoyment of such compensation, wages and lost interest on such monies and expenses
11 and attorney’s fees in seeking to compel Defendant to fully perform their obligation under state
12 law, all to their respective damage in amounts according to proof at trial and within the
13 jurisdiction of this Court.

14 42. Plaintiffs seek to recover in a civil action the unpaid balance of the full amount of
15 the unpaid wages resulting from Defendant’s regular and bonus wage violations including interest
16 thereon, reasonable attorney’s fees and costs of suit, and liquidated damages to the fullest extent
17 permissible pursuant to Labor Code § 218, 218.5, and 218.6.

18 **SECOND CAUSE OF ACTION**
19 **FAILURE TO PROVIDE MEAL PERIODS**
20 **(Violation of Labor Code §§ 512, 226.7, and the applicable Wage Order)**
21 **(Against all defendants)**

22 43. Plaintiffs re-allege and incorporate all preceding paragraphs as if fully set forth
23 herein.

24 44. California Labor Code § 226.7(b) provides, “An employer shall not require an
25 employee to work during a meal or rest period mandated pursuant to an applicable order of the
26 Industrial Welfare Commission”.

27 45. The applicable Industrial Wage Order provides, in pertinent part: “[n]o employer
28 shall employ any person for a work period of more than five (5) hours without a meal period of not
less than 30 minutes, except that when a work period of not more than six (6) hours will complete

1 the day's work the meal period may be waived by mutual consent of the employer and the
2 employee.”

3 46. Section 512(a) of the California Labor Code provides, in pertinent part: “[a]n
4 employer may not employ an employee for a work period of more than five hours per day without
5 providing the employee with a meal period of not less than 30 minutes, except that if the total work
6 period per day of the employee is no more than six hours, the meal period may be waived by
7 mutual consent of both the employer and employee. An employer may not employ an employee for
8 a work period of more than 10 hours per day without providing the employee with a second meal
9 period of not less than 30 minutes, except that if the total hours worked is no more than 12 hours,
10 the second meal period may be waived by mutual consent of the employer and the employee only if
11 the first meal period was not waived.”

12 47. As alleged herein, Defendant failed to authorize and permit timely and uninterrupted
13 meal periods during the Class Period. Plaintiffs and other class members did not receive a 30-
14 minute meal break before the end of their fifth hour of work. Plaintiffs and members of the class
15 were routinely required to work without a timely and uninterrupted meal break at the direction of
16 Defendant and/or with Defendant's knowledge and acquiescence. Additionally, there was no
17 waiver for meal periods when employees worked shifts of no more than six hours.

18 48. By its actions in requiring its employees to work through meal periods and/or its
19 failure to relieve the employees of their duties for their off-duty meal periods, Defendant has
20 violated California Labor Code §§ 226.7, 512 and the applicable Industrial Wage Order, and is
21 liable to Plaintiffs and the class.

22 49. As a result of the unlawful acts of Defendant, Plaintiffs and the class have been
23 deprived of timely off-duty meal periods and are entitled to recovery under Labor Code §§
24 226.7(c), 512 and the applicable Industrial Wage Order, in the amount of one additional hour of
25 pay at the employee's regular rate of compensation for each workday in which Defendant failed to
26 provide its employees with timely statutory off-duty meal periods.

27 50. Plaintiffs, and the other members of the class, are entitled to seek and recover
28 reasonable attorneys' fees and costs pursuant to Labor Code §§ 226.7 and 512.

1 **THIRD CAUSE OF ACTION**
2 **FAILURE TO PROVIDE REST PERIODS**
3 **(Violation of Labor Code §§ 226.7 and the applicable Wage Order)**
4 **(Against all defendants)**

5 51. Plaintiffs re-allege and incorporate all preceding paragraphs as if fully set forth
6 herein.

7 52. California Labor Code § 226.7(b) provides, “An employer shall not require an
8 employee to work during a meal or rest period mandated pursuant to an applicable order of the
9 Industrial Welfare Commission”.

10 53. The applicable Industrial Wage Order provides, in pertinent part: “[e]very employer
11 shall authorize and permit all employees to take rest periods, which insofar as practicable shall be
12 in the middle of each work period. The authorized rest period time shall be based on the total hours
13 worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction
14 thereof. However, a rest period need not be authorized for employees whose total daily work time
15 is less than three and one-half (3 ½) hours. Authorized rest period time shall be counted as hours
16 worked for which there shall be no deduction from wages”.

17 54. The applicable Industrial Wage Order further provides: “[i]f an employer fails to
18 provide an employee with a rest period in accordance with the applicable provisions of this order,
19 the employer shall pay the employee one (1) hour of pay at the employee’s regular rate of
20 compensation for each workday that the rest period is not provided”.

21 55. As alleged herein, Defendant failed to authorize and permit rest breaks during the
22 Class Period. Plaintiffs and members of the class were routinely interrupted during the rest period
23 with Defendant’s knowledge and acquiescence.

24 56. By its failure to relieve the employees of their duties for their rest periods,
25 Defendant violated the applicable Industrial Wage Order and California Labor Code § 226.7 and is
26 liable to Plaintiffs and the class.

27 57. Defendant’s unlawful conduct alleged herein occurred in the course of employment
28 of Plaintiffs and all others similarly situated and such conduct has continued through the filing of
this complaint.

1 two hours prior notice of his or her intention to quit in which case the employee is entitled to his or
2 her wages at the time of quitting.

3 68. During the Class period, Defendant willfully failed to pay Plaintiffs and other class
4 members who are no longer employed by Defendant all their earned wages, specifically, meal and
5 rest period premiums not paid for late, missed, or interrupted meal and rest periods, and wages for
6 all hours worked, including all performance-based bonuses earned either at the time of discharge or
7 within seventy-two hours of their leaving Defendant's employ in violation of California Labor Code
8 §§ 201, 202, and 203.

9 69. Therefore, Plaintiffs and members of the Class are entitled to waiting time penalties
10 for each day that has passed that they have not received all wages owed to them, up to 30 days.

11 **SIXTH CAUSE OF ACTION**
12 **VIOLATION OF CALIFORNIA'S UNFAIR COMPETITION LAW**
13 **(Violation of California's Unfair Competition Law, Bus. & Prof. Code §§ 17200 *et seq.*)**
14 **(Against all defendants)**

15 70. Plaintiffs re-allege and incorporate all preceding paragraphs as if fully set forth
16 herein.

17 71. Section 17200 of the California Business and Professions Code (the "UCL")
18 prohibits any unlawful, unfair, or fraudulent business practices.

19 72. Through its action alleged herein, Defendant has engaged in unfair competition
20 within the meaning of the UCL. Defendant's conduct, as alleged herein, constitutes unlawful,
21 unfair, and/or fraudulent business practices under the UCL.

22 73. Defendant's unlawful conduct under the UCL includes, but is not limited to,
23 violating the statutes alleged herein. Defendant's unfair conduct under the UCL includes, but is not
24 limited to, failure to compensate Class members for non-compliant meal and rest periods, and
25 requiring class members to unlawfully forfeit, bonus wages earned by class members as alleged
26 herein. Defendant's fraudulent conduct includes, but is not limited to, issuing wage statements
27 containing false and/or misleading information about the time the class members worked and the
28 amount of wages or compensation due.

74. Plaintiffs have standing to assert this claim because he has suffered injury in fact and

1 have lost money as a result of Defendant's conduct.

2 75. Plaintiffs and the class seek restitutionary disgorgement from Defendant of monies
3 owed for all hours worked, and for bonus wages earned.

4 76. Plaintiffs have assumed the responsibility of enforcement of the laws and public
5 policies specified here by suing on behalf of themselves and other similarly situated Class members
6 previously or presently working for Defendant in California. Plaintiffs' success in this action will
7 enforce important rights affecting the public interest. Plaintiffs will incur a financial burden in
8 pursuing this action in the public interest. Therefore, an award of reasonable attorneys' fees to
9 Plaintiffs is appropriate pursuant to Code of Civil Procedure § 1021.5.

10 **PRAYER**

11 WHEREFORE, Plaintiffs, on behalf of themselves and all others similarly situated, prays
12 for judgment against Defendant as to the appropriate causes of action as follows:

13 **ON THE FIRST CAUSE OF ACTION**

- 14 1. For all straight-time wages owed to Plaintiffs and each Class Member for all hours worked;
- 15 2. For all performance-based bonuses owed to Plaintiffs and each Class Member, paid at the
16 correct rate of pay;
- 17 3. For other compensatory damages and/or statutory damages and statutory penalties resulting
18 from improper compensation according to proof;
- 19 4. For statutory attorney fees according to proof;
- 20 5. For statutory interest according to proof; and
- 21 6. For reasonable attorneys' fees and costs pursuant to the California Labor Code.

22 **ON THE SECOND CAUSE OF ACTION**

- 23 1. For one hour of wages due to Plaintiff and each Class member for each work period of more
24 than five (5) hours when they did not receive an uninterrupted thirty (30) minute meal
25 period;
- 26 2. For waiting time penalties according to proof;
- 27 3. For statutory costs according to proof; and
- 28 4. For statutory interest according to proof.

1 **ON THE THIRD CAUSE OF ACTION**

- 2 1. For one hour of wages due to Plaintiff and each Class member for each work period of more
3 than three and one-half (3 ½) hours when they did not receive an uninterrupted ten (10)
4 minute rest period for each four (4) hours or major fraction thereof worked;
- 5 2. For waiting penalties according to proof;
- 6 3. For statutory costs according to proof; and
- 7 4. For statutory interest according to proof.

8 **ON THE FOURTH CAUSE OF ACTION**

- 9 1. For statutory compensation for any harm caused;
- 10 2. For compensatory damages and interest thereon for actual harm caused; and
- 11 3. For statutory penalties under Labor Code § 226(e), interest and attorneys' fees and
12 costs.

13 **ON THE FIFTH CAUSE OF ACTION**

- 14 1. For statutory penalties, including thirty (30) days' wages at the correct hourly rate for all
15 wages not timely paid upon termination;
- 16 2. For penalty enhancement for willful conduct;
- 17 3. For statutory interest according to proof; and
- 18 4. For reasonable attorney's fees and costs pursuant to the Labor Code.

19 **ON THE SIXTH CAUSE OF ACTION**

- 20 1. For the equitable, injunctive and declaratory relief;
- 21 2. For liquidated damages pursuant to Labor Code § 1194.1; and
- 22 3. For restitutionary disgorgement pursuant to the UCL.

23 **ON ALL CAUSES OF ACTION**


- 24 1. An order that this action may proceed and be maintained as a class action;
- 25 2. Reasonable attorney's fees;
- 26 3. General, special and consequential damages, to the extent allowed by law;
- 27 4. Costs of suit;
- 28 5. For attorneys' fees pursuant to Code of Civil Procedure § 1021.5;

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- 6. Prejudgment interest at the maximum legal rate; and
- 7. Such other relief as the Court may deem just and proper.

DATED: February 2, 2024

THE MARKHAM LAW FIRM

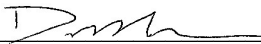
By: 
 David R. Markham
 Lisa Brevard
*Attorneys for Plaintiffs and all others
 similarly situated*

DEMAND FOR JURY TRIAL

Plaintiffs demand a trial by jury for themselves and the Class members on all claims so triable.


DATED: February 2, 2024

THE MARKHAM LAW FIRM

By: 
 David R. Markham
 Lisa Brevard
*Attorneys for Plaintiffs
 and all others similarly situated*

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Submitted by: David Markham, The Markham Law Firm
Authorized by: David R Markham, The Markham Law Firm
Authorize and file on: Feb 2 2024 2:48PM PST 

Court: CA Superior Court County of San Francisco-Complaint/Summons/Subpoena (Courier)
Case Class: Civil-General Civil-Unlimited - \$25,001+
Case Type: Labor (Civil 2)
Case Name: Rojas, et al. v. Roadrunner Transportation Services, Inc.

Transaction Option: Originating Event
Billing Reference: Rojas v. Roadrunner

Documents List

3 Document(s)			
Originating Document, 21 Pages			
Document Type: New Case Filing Only (pricing includes statutory fees)	Access: Public	Statutory Fee: \$505.00	Linked:
Document title: CLASS ACTION COMPLAINT			
Attached Document, 2 Pages			
Document Type: Supporting Documents (Exhibits, Letters, etc.)	Access: Public	Statutory Fee: \$0.00	Linked:
Document title: CIVIL COVER SHEET			
Attached Document, 1 Pages			
Document Type: Supporting Documents (Exhibits, Letters, etc.)	Access: Public	Statutory Fee: \$0.00	Linked:
Document title: SUMMONS			

Close All

Sending Parties (2)

Party	Party Type	Attorney	Firm	Attorney Type
Babakitis, Johnathan (pending)	Plaintiff	Markham, David R	The Markham Law Firm	Co-Counsel
Rojas, Joseph (pending)	Plaintiff	Markham, David R	The Markham Law Firm	Co-Counsel

Case Parties


Party	Party Type	Attorney	Firm	Attorney Type
Babakitis, Johnathan	Plaintiff	Markham, David R	The Markham Law Firm	Co-Counsel
Roadrunner Transportation Services, Inc.	Defendant	No Answer on File	Firm TBD	N/A
Rojas, Joseph	Plaintiff	Markham, David R	The Markham Law Firm	Co-Counsel

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Transaction Report

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Filing Details

ACTION	Rojas, et al. v. Roadrunner Transportation Services, Inc.
Case Number	Case Name
CA Superior Court County of San Francisco- Complaint/Summons/Subpoena (Courier)	2/2/2024 2:48 PM PST
Court	Submission Date
Filed only	71942148
Transaction Type	Transaction ID
David R Markham, The Markham Law Firm	David R Markham, The Markham Law Firm
Filing Submitter	Filing Authorizer

Sending Parties

PARTY/TYPE	REPRESENTATION/ROLE	FIRM
Babakitis, Johnathan Plaintiff	Markham Esq, David R Co-Counsel	The Markham Law Firm
Rojas, Joseph Plaintiff	Markham Esq, David R Co-Counsel	The Markham Law Firm

Document Details

TITLE/TYPE - DOC ID	PG	CLERK REVIEW STATUS	CLERK REVIEW/COMMENT
1 CLASS ACTION COMPLAINT Type: New Case Filing Only (pricing includes statutory fees) ID: 93639044	21	Accepted	3/6/2024 12:26 PM PST
2 CIVIL COVER SHEET Type: Supporting Documents (Exhibits, Letters, etc.) ID: 93639045	2	Accepted	3/6/2024 12:26 PM PST
3 SUMMONS Type: Supporting Documents (Exhibits, Letters, etc.) ID: 93639046	1	Accepted	3/6/2024 12:26 PM PST

Service Details

Served Parties

PARTY NAME/TYPE	REPRESENTATION NAME/TYPE	REPRESENTATION ORGANIZATION NAME	SERVICE METHOD/SERVICE ADDRESS
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None Available

March 12, 2024

David Markham
The Markham Law Firm
888 Prospect Street Suite 200
La Jolla, CA 92037

Dear Mr. Markham,

On February 2nd, 2024, you attempted to file a new case via our File&Serve Xpress. Unfortunately, the filing could not be processed due to a technical issue. Due to this issue, you were prevented from submitting your transaction which may have caused you to miss a deadline.

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Best Regards,

Keyhanna Austin
Client Support Supervisor
Support@fileandserve.com
[888-529-7587](tel:888-529-7587)

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