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11 **UNITED STATES DISTRICT COURT**
12 **SOUTHERN DISTRICT OF CALIFORNIA**

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JUAN BAZABAL, an individual; KEINARD
14 SIMPSON, an individual, on behalf of
themselves and all others similarly situated

Case No.: '22CV1520 JLS AHG

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CLASS ACTION

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Plaintiffs,

DEMAND FOR JURY TRIAL

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v.

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18 GREYHOUND LINES, INC., a Delaware
corporation; and DOES 1 through 10, Inclusive,

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Defendants.

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1 Plaintiffs JUAN BAZABAL (“Bazabal”) and KEINARD SIMPSON (“Simpson”)
2 (collectively “Plaintiffs”), by and through their attorneys, bring this action on behalf of themselves,
3 and all other similarly situated employees who are or were employed as drivers by GREYHOUND
4 LINES, INC. (“Greyhound”), and DOES 1 through 10, inclusive (collectively, “Defendants”), driving
5 routes with stops in California, between four years prior to the filing of this complaint through the
6 date of final disposition of this action. Plaintiffs hereby allege, on information and belief, except for
7 information based on personal knowledge, which allegations are likely to have evidentiary support
8 after further investigation and discovery, as follows:

9 **INTRODUCTION**

10 1. This California-based class action is brought on behalf of Plaintiffs and the Class¹
11 because of Defendants’ systematic mistreatment of their employees, in violation of California’s wage
12 and hour laws.

13 2. Greyhound is the largest provider of intercity bus transportation, serving 2400
14 destinations across North America².

15 3. Greyhound’s routes include stops in the United States, Canada and/or Mexico.

16 4. Many of Greyhound’s routes cross states lines as well as international borders.

17 5. Defendants are involved in interstate commerce as they are in the business of
18 transporting customers to various destinations, including across state lines.

19 6. Defendants underpay their employees in violation of California law, by failing to pay
20 them for all time worked, by paying them less than minimum wage for hours that they are not driving,
21 and by underpaying them for reporting time.

22 7. As a result, Defendants also failed to provide their employees with accurate wage
23 statements and maintain adequate records and failed to pay all wages owed upon termination of
24 employment.

25 8. Upon information and belief, the above practices are still ongoing.

26 9. In order to redress the harms suffered, Plaintiffs, on behalf of themselves and the Class,
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28 ¹ The “Class” is defined in paragraphs 48-51.

² <https://www.greyhound.com/en/about> (last accessed September 20, 2022)

1 bring claims associated with Defendants’ violations of the California Labor Code and IWC Wage
2 Order 9, including: (1) failure to pay all minimum wages; (2) failure to pay proper reporting time
3 pay; (3) failure to provide accurate wage statements in violation of Labor Code §226; (4) failure to
4 timely pay wages when due at termination in violation of Labor Code §§201 and 202; and (5) violation
5 of the Unfair Competition Law (“UCL”) pursuant to Business & Professions Code §17200, et seq.

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7 **JURISDICTION AND VENUE**

8 10. This Court has personal jurisdiction over Defendants because Defendants have
9 conducted and continue to conduct substantial business in the State of California, employ numerous
10 individuals in California, and have intentionally availed themselves of the laws and markets of
11 California through the operation of their business in California.

12 11. This court has subject matter jurisdiction pursuant to the Class Action Fairness Act,
13 28 U.S.C. 1332(d), as Plaintiffs (California) and Defendant Greyhound (Delaware) are diverse,
14 there are over 100 class members, and the amount in controversy exceeds \$5 million.

15 12. Venue is proper in this Court because Defendants employ numerous individuals in
16 this District, including Plaintiff Juan Bazabal, and a substantial portion of the acts giving rise to this
17 action occurred in this District.

18 **PARTIES**

19 **A. PLAINTIFFS**

20 13. Plaintiff JUAN BAZABAL is an individual over the age of eighteen years, and at all
21 times relevant herein was and is, a resident of the County of San Diego in the State of California.

22 14. During the Class Period, Plaintiff Bazabal worked as a driver for Defendants in
23 California. Plaintiff Bazabal was employed by Defendants from in or around October 2018 through
24 mid-2020.

25 15. Plaintiff KEINARD SIMPSON is an individual over the age of eighteen years, and at
26 all times relevant herein was and is, a resident of the County of Los Angeles in the State of California.

27 16. During the Class Period, Plaintiff Simpson worked as a driver for Defendants in
28 California. Plaintiff Simpson has been employed by Defendants since in or around May 2013 and is

1 still currently employed by Defendants.

2 **B. DEFENDANTS**

3 17. Defendant Greyhound is a Delaware Corporation with its headquarters in the State of
4 Texas.

5 18. On information and belief, Defendants are doing business in the State of California,
6 including but not limited to the County of San Diego.

7 19. Based on information and belief, Defendants had the authority to, directly or indirectly,
8 or through an agent or other person, employ or exercise control over Plaintiffs' and the Class's wages,
9 hours, and working conditions.

10 20. Based on information and belief, Defendants had knowledge of the wage-and-hour
11 violations alleged herein and each defendant had the power to prevent the violations from occurring.
12 Having knowledge of the wage-and-hour violations set forth in this Complaint, Defendants could
13 have but failed to prevent the violations from occurring.

14 21. Plaintiffs do not know the true names and capacities of defendants sued herein as DOES
15 1 through 10, and therefore sue these defendants by such fictitious names. Plaintiffs will amend this
16 Complaint to allege the true names and capacities when they are ascertained.

17 22. Plaintiffs believe and thereon allege that each "Doe" Defendant is responsible in some
18 manner for the occurrences herein alleged, and Plaintiffs' injuries and damages as herein alleged are
19 directly, proximately and/or legally caused by Defendants and their acts.

20 23. Plaintiffs are informed and believe and thereon allege that the aforementioned DOES
21 are somehow responsible for the acts alleged herein as the agents, employers, representatives or
22 employees of other named Defendants, and in doing the acts herein alleged were acting within the
23 scope of their agency, employment or representative capacity of said named Defendants.

24 24. The tortious acts and omissions alleged herein were performed by Defendants'
25 management level employees. Defendants allowed and/or condoned a continuing pattern of unlawful
26 practices in violation of the California Labor Code, and have caused, and will continue to cause,
27 Plaintiffs' economic damage in an amount to be proven at trial.

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FACTUAL ALLEGATIONS COMMON TO ALL CLAIMS

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2 25. Greyhound provides intercity bus transportation through which it transports passengers
3 to various destinations in the United States, Canada and Mexico.

4 26. Many of Greyhound’s routes cross states lines as well as international borders.

5 27. Greyhound hires drivers to drive its bus routes. Some drivers have consistent routes
6 each day. Other drivers drive what is called “Extra Board”, which means that they drive different
7 routes instead of the same consistent route.

8 28. When a driver drives an “Extra Board” route, it often requires the driver to be
9 transported to and from a stop that is not close to his or her residence. Greyhound transports the driver
10 on one of its buses to and from that starting point.

11 29. Plaintiffs were employed by Defendants as drivers, to drive routes and pick up and drop
12 off passengers.

13 30. Plaintiff Bazabal worked “Extra Board” routes. Plaintiff Bazabal’s routes took him over
14 state lines as well as internationally into Vancouver.

15 31. Plaintiff Simpson drove a regular consistent route on most days. On off-days he would
16 drive “Extra Board” which took him out of state. Additionally, in the summers, Plaintiff Simpson
17 would drive a route from California to Phoenix, Arizona.

18 32. Throughout Plaintiffs’ employment, they were compensated by the payment of hourly
19 wages.

20 33. Defendants did not pay Plaintiffs based on actual hours worked. Rather, Defendants
21 paid Plaintiffs by estimating how long their routes would take, and paying them for that time,
22 irrespective of how long the routes took.

23 34. It was practically impossible for routes to take less time than Defendants’ estimate, as
24 drivers were required to arrive to and leave stops at certain times. In fact, it was common for routes
25 to take longer than estimated.

26 35. Defendants did not properly pay Plaintiffs for time spent working before and after their
27 routes.

28

1 **Pre-Routes**

2 36. Plaintiffs were required to be ready to start driving their buses at the starting time of
3 their routes. If their buses were not ready, they were disciplined by Defendants.

4 37. As a result, Defendants required Plaintiffs to arrive early to pre-check their buses and
5 ensure they were ready on time. Such preparation regularly took between 30-60 minutes. However,
6 Defendants have a policy that they only pay drivers for 15 minutes pre-check time. As a result,
7 Plaintiffs have not been paid wages for the time spent working pre-routes that were in excess of 15
8 minutes.

9 38. On occasion, drivers would be called in to work but would not be provided a route for
10 the day. The drivers would wait around for hours before being sent home but would only be paid \$90
11 for those days. Plaintiffs and Class Members were not paid minimum wage for those hours they were
12 required to wait. Furthermore, the \$90 was below the amount Defendants were required to pay for
13 reporting time.

14 **Post-Routes**

15 39. Defendants have a policy that they do not pay employees for time spent working after
16 the scheduled end of their route, unless the time exceeds 45 minutes. However, even when the
17 employee works more than 45 minutes, Defendants only pay them for those minutes that exceed 45.

18 40. As a result, Plaintiffs have not been paid wages for those hours worked post-route.

19 **Non-Driving Time**

20 41. Defendants have a policy to pay employees two different rates depending on whether
21 they are driving or not. For the non-driving time, Plaintiffs and other Class members were paid half
22 of their hourly rate, which is less than the California minimum wage.

23 42. Examples of non-driving time include:

24 a) Plaintiffs and other Class members who worked “Extra Board” were required to
25 begin their routes in other cities or states from their residences. Defendants
26 transported them by bus to and from their starting locations and they were under
27 the control of Defendants during that time. The time spent on the bus is referred to
28 as “cushion time” and they were paid the non-driving rate for that time.

1 b) Plaintiffs and other class members were required to take drug tests. Thy were paid
2 the non-driving rate for the time spent taking those tests.

3 c) Defendants required Plaintiffs and other Class members to attend meetings and
4 they were paid the non-driving rate for those meetings.

5 d) When Plaintiffs' and Class members' buses broke down and they were waiting for
6 repairs, they were paid non-driving time for that time.

7 e) On occasion, Plaintiffs and other Class members would be called in to work but
8 would not be provided a route for the day. The drivers would wait around for hours
9 before being sent home but would only be paid \$90 for those days, which was
10 below the California minimum wage.

11 43. As a result of the above-mentioned violations, Plaintiffs' wage statements were
12 inaccurate as they did not include the proper wages for all hours worked.

13 44. When Plaintiff Bazabal's employment with Defendants ended, Defendants failed to pay
14 him all money he was owed, as a result of not paying him proper wages for all hours worked.

15 45. Plaintiffs are informed and believe that the above practices they experienced were not
16 unique to them but rather were company-wide policies and practices for all drivers in the State of
17 California and were suffered by all employee drivers.

18 46. Plaintiffs are informed and believe that the unlawful wage and hour policies described
19 in this action are set centrally and are applicable through-out the fleet of drivers across California.

20 47. Plaintiffs are informed and believe that the unlawful wage and hour policies described
21 in this action are still ongoing.

22 **CLASS ACTION ALLEGATIONS**

23 48. Plaintiffs bring this class action pursuant to Rule 23(a) and (b)(3) of the Federal Rules
24 of Civil Procedure, on behalf of the following Class:

25 All current and former Bus Driver/Operator employees of Defendants
26 who drove routes with stops in California during the Class Period.

27 49. "Bus Driver/Operator" means an employee whose duties include, in part, the operation
28 of a passenger bus, in the course of Defendants' business of providing transportation to passengers

1 by means of bus services.

2 50. "Class Period" means the period from four years prior to the filing of this action through
3 the date of final disposition of this action.

4 51. Excluded from the Class are Defendants, their officers and directors, families and legal
5 representatives, heirs, successors, or assigns and any entity in which Defendants have a controlling
6 interest, and any Judge assigned to this case and their immediate families.

7 52. Plaintiffs reserve the right to amend or modify the definition of the Class to provide
8 greater specificity and/or further division into subclasses or limitation to particular issues.

9 53. **Numerosity- Fed. R. Civ. P. 23(a)(1)**: The members of the Class are so numerous that
10 joinder of all members is impracticable. The exact number or identification of Class members is
11 presently unknown, but it is believed that there are several thousand class members in the Class. The
12 identity of the Class members is ascertainable and can be determined based on records maintained by
13 Defendants.

14 54. **Predominance of Common Questions- Fed R. Civ. P. 23(a)(2), 23(b)(3)**: There are
15 multiple questions of law and fact common to the Class that will predominate over questions affecting
16 only individual class members. The questions of fact that are common to the Class members and
17 predominate over questions that may affect individual Class members, include, whether Defendants:

- 18 a) Failed to pay Plaintiffs and members of the Class all of their earned wages and
19 compensation;
- 20 b) Failed to pay Plaintiffs and members of the Class minimum wages;
- 21 c) Failed to furnish to Plaintiffs and members of the Class accurate, itemized wage
22 statements compliant with Labor Code §226;
- 23 d) Failed to timely pay Plaintiffs and members of the Class all of their earned wages,
24 compensation and benefits immediately upon termination of their employment or
25 within seventy-two hours of them quitting.

26 55. The questions of law that are common to the Class members and predominate over
27 questions that may affect individual Class members, include:

- 28 a) Whether the provisions of the Labor Code include the employer's obligation to pay all

1 earned wages and to pay all such earned wages at the time of the termination of a
2 member of the Class's employment;

3 b) The requirements for a wage statement to be compliant with Labor Code §226; and/or

4 c) What remedies, including restitution, compensatory damages, statutory and civil
5 penalties, additional wages and disgorgement of revenue, are available under
6 California law to members of the Class who were not paid all earned wages,
7 compensation and benefits; were not paid all wages and compensation earned at the
8 time of the termination of their employment relationship with Defendants; and were
9 not provided lawful wage statements.

10 56. **Typicality—Fed. R. Civ. P. 23(a)(3):** Plaintiffs' claims are typical of the claims of the
11 Class because Plaintiffs and all putative Class members were subject to, and affected by, Defendants'
12 systemic policies and practices alleged herein.

13 57. **Adequacy—Fed. R. Civ. P. 23(a)(4); 23(g)(1):** Plaintiffs are adequate representatives
14 of the Class because they are members of the Class and their interests do not conflict with the interests
15 of the members of the Class they seek to represent. Plaintiffs are represented by experienced and
16 competent Class Counsel. Class Counsel have litigated numerous class actions. Class counsel intend
17 to prosecute this action vigorously for the benefit of everyone in the Class. Plaintiffs and Class
18 Counsel can fairly and adequately protect the interests of all of the members of the Class.

19 58. **Superiority—Fed. R. Civ. P. 23(b)(3):** The class action is superior to other available
20 methods for fairly and efficiently adjudicating this controversy because individual litigation of Class
21 members' claims would be impracticable and individual litigation would be unduly burdensome to
22 the courts. Without the class action vehicle, the Class would have no reasonable remedy and would
23 continue to suffer losses. Further, individual litigation has the potential to result in inconsistent or
24 contradictory judgments. There is no foreseeable difficulty in managing this action as a class action
25 and it provides the benefits of single adjudication, economies of scale, and comprehensive supervision
26 by a single court.

FIRST CAUSE OF ACTION

Failure to Pay Minimum Wages

[Cal. Labor Code §§ 200, 204, 1194 & 1197]

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4 59. Plaintiffs re-allege and incorporate by reference each and every allegation contained
5 in the preceding and subsequent paragraphs as though fully set forth herein.

6 60. Labor Code section 1194(a) states “Notwithstanding any agreement to work for a lesser
7 wage, any employee receiving less than the legal minimum wage or the legal overtime compensation
8 applicable to the employee is entitled to recover in a civil action the unpaid balance of the full amount
9 of this minimum wage or overtime compensation, including interest thereon, reasonable attorney's
10 fees and costs of suit.” Liquidated damages in an amount equal to the wages unlawfully unpaid and
11 interest thereon are provided for under Labor Code section 1194.2.

12 61. Labor Code section 1197 states “The minimum wage for employees fixed by the
13 commission or by any applicable state or local law, is the minimum wage to be paid to employees,
14 and the payment of a lower wage than the minimum so fixed is unlawful.”

15 62. Labor Code section 1197.1 (a) states “Any employer or other person acting either
16 individually or as an officer, agent, or employee of another person, who pays or causes to be paid to
17 any employee a wage less than the minimum fixed by an applicable state or local law, or by an order
18 of the commission shall be subject to a civil penalty, restitution of wages, liquidated damages payable
19 to the employee, and any applicable penalties imposed pursuant to Labor Code §203...”

20 63. As provided for in Section 1197.1(a)(1), for any initial violation that is intentionally
21 committed, one hundred dollars (\$100) for each underpaid employee for each pay period for which
22 the employee is underpaid. For each subsequent violation for the same specific offense, two hundred
23 fifty dollars (\$250) for each underpaid employee for each pay period for which the employee is
24 underpaid regardless of whether the initial violation is intentionally committed.

25 64. Section (B) of the “Minimum Wages” provision of IWC Wage Order 9 states “Every
26 employer shall pay to each employee, on the established payday for the period involved, not less than
27 the applicable minimum wage for all hours worked in the payroll period, whether the remuneration
28 is measured by time, piece, commission or otherwise.”

1 65. As set forth above, Defendants failed to pay Plaintiffs and Class members wages for
2 time spent working both pre-route and post-route.

3 66. As such, Plaintiffs and other Class members are owed wages for those unpaid hours.

4 67. Further, as set forth above, Defendants paid Plaintiffs and other Class members below
5 minimum wage for non-driving time.

6 68. As such, Plaintiffs and other Class members are owed wages for those underpaid hours.

7 69. Plaintiffs and other Class members are entitled to recover from Defendants all of such
8 unpaid regular pay, with pre-judgment interest, liquidated damages and reasonable attorneys' fees,
9 and costs of suit pursuant to Labor Code §§ 1194 and 1194.2.

10 **SECOND CAUSE OF ACTION**

11 **Failure to Pay Proper Wages for Reporting Time**

12 **[IWC Wage Order 9]**

13 70. Plaintiffs re-allege and incorporate by reference each and every allegation contained
14 in the preceding and subsequent paragraphs as though fully set forth herein.

15 71. Each workday an employee is required to report for work and does report, but is not
16 put to work or is furnished less than half said employee's usual or scheduled day's work, the employee
17 shall be paid for half the usual or scheduled day's work, but in no event for less than two (2) hours
18 nor more than four (4) hours, at the employee's regular rate of pay, which shall not be less than the
19 minimum wage. See IWC Wage Order 9 ¶5.

20 72. On occasion, Plaintiffs and other Class members were required to report to work and
21 wait for hours but were not provided routes to drive. Defendants had a policy that they only paid a
22 flat \$90 to such employees for showing up, irrespective of the requirement to pay half of the usual
23 day's work at the employee's regular rate of pay.

24 73. Plaintiffs and other Class members were not paid their proper rates of pay for reporting
25 time as required by IWC Wage Order 9.

26 74. Plaintiffs and Class members are entitled to recover the premium wages prescribed by
27 the Wage Order for each scheduled or regular shift where they reported for work, as required, but
28 were not permitted to work or for which they worked less than half of the regular or scheduled shift.

1 75. Plaintiffs and other Class members are entitled to recover from Defendants all of such
2 unpaid regular pay, with pre-judgment interest, liquidated damages and reasonable attorneys’ fees,
3 and costs of suit pursuant to Labor Code §§ 1194 and 1194.2.

4 **THIRD CAUSE OF ACTION**

5 **Failure to Provide Accurate Wage Statements**

6 **[Cal. Labor Code § 226]**

7 76. Plaintiffs re-allege and incorporate by reference each and every allegation contained
8 in the preceding and subsequent paragraphs as though fully set forth herein.

9 77. Labor Code § 226(a) states in pertinent part that every employer shall provide an
10 accurate itemized statement in writing with respect to each one of its employees showing: 1) gross
11 wages earned; 2) total hours worked by an employee, except for any employee whose compensation
12 is solely based on a salary and who is exempt from payment of overtime under subdivision (a) of
13 Section 515 or any applicable order of the Industrial Welfare Commission; (3) the number of piece
14 rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis; (4) all
15 deductions, provided that all deductions made on written orders of the employee may be aggregated
16 and shown as one item; (5) net wages earned; (6) the inclusive dates of the period for which the
17 employee is paid; (7) the name of the employee and the last four digits of his or her social security
18 number or an employee identification number other than a social security number; (8) the name and
19 address of the legal entity that is the employer...; and (9) all applicable hourly rates in effect during
20 the pay period and the corresponding number of hours worked at each hourly rate by the employee.

21 78. Labor Code § 226.3 provides that “Any employer who violates subdivision (a) of
22 Section 226 shall be subject to a civil penalty in the amount of two hundred fifty dollars (\$250) per
23 employee per violation in an initial citation and one thousand dollars (\$1,000) per employee for
24 each violation in a subsequent citation for which the employer fails to provide the employee a wage
25 deduction statement or fails to keep the records required in subdivision (a) of Section 226.”

26 79. In addition, Labor Code § 226(e) imposes a penalty of the greater of all actual
27 damages or \$50 for the initial pay period in which a violation occurs and \$100 per employee for
28 each violation in a subsequent pay period, not exceeding an aggregate penalty of \$4,000, and

1 Plaintiffs are entitled to an award of costs and reasonable attorney's fees.

2 80. Section (B) of the "Records" provision of IWC Wage Order 9 states that "Every
3 employer shall semimonthly or at the time of each payment of wages furnish each employee, either
4 as a detachable part of the check, draft, or voucher paying the employee's wages, or separately, an
5 itemized statement in writing showing: (1) all deductions; (2) the inclusive dates of the period for
6 which the employee is paid; (3) the name of the employee or the employee's social security
7 number; and (4) the name of the employer, provided all deductions made on written orders of the
8 employee may be aggregated and shown as one item."

9 81. Labor Code § 1174(d) provides that an employer must keep, at a central location in
10 the state or at the plants or establishments at which employees are employed, payroll records
11 showing the hours worked daily by and the wages paid to, employees employed at the respective
12 establishments. These records shall be kept on file for not less than three years. Labor Code §
13 1174.5 provides for a civil penalty of five hundred dollars (\$500) for an employer who willfully
14 fails to maintain the records pursuant to Labor Code section 1174(d).

15 82. Sections (7)(A)(4) and (5) of the "Records" provision of IWC Wage Order 9
16 provides that employers shall keep accurate information with respect to each employee, including
17 total wages paid each payroll period, total hours worked during the payroll period, and applicable
18 rates of pay, as well as time records showing when each employee begins and ends each work
19 period. The time records must also show meal periods, split shift intervals, and total daily hours
20 worked.

21 83. Defendants failed to maintain records as set forth in § 1174 of the Labor Code and the
22 "Records" section of IWC Wage Order 9 including but not limited to, accurately recording total
23 hours worked. Due to Defendants not paying minimum wages for all hours worked, Defendants do
24 not record proper hours and wages, and do not provide legally compliant wage statements
25 accurately accounting for hours, wages, deductions, etc.

26 84. Labor Code §§226(e) and (h) provide for the remedy for wage statement violations:

27 (e) An employee suffering injury as a result of a knowing and
28 intentional failure by an employer to comply with subdivision (a) is entitled to

1 recover the greater of all actual damages or fifty dollars (\$50) for the initial pay
2 period in which a violation occurs and one hundred dollars (\$100) per employee for
3 each violation in a subsequent pay period, not exceeding an aggregate penalty of four
4 thousand dollars (\$4,000), and is entitled to an award of costs and reasonable
5 attorney’s fees.

6 (h) An employee may also bring an action for injunctive relief to ensure
7 compliance with this section, and is entitled to an award of costs and reasonable
8 attorney’s fees.

9 85. By knowingly and intentionally failing to keep accurate time records as required by
10 Labor Code §§226, 1174(d), and IWC Wage Order 9, ¶7, Defendants have injured Plaintiffs and the
11 other members of the Class and made it difficult to calculate the unpaid wages owed, and losses and
12 expenditures not indemnified by Defendants (including wages, interest and penalties thereon) due
13 Plaintiffs and the Class.

14 86. Because of Defendants’ unlawful acts, Plaintiffs and the Class are entitled to bring
15 this action to recover damages, ensure compliance and recover costs and reasonable attorneys’ fees.
16 Lab. Code §226(e)-(h).

17 **FOURTH CAUSE OF ACTION**

18 **Failure to Pay All Wages Due Upon Termination**

19 **[Cal. Labor Code §§ 201-203]**

20 87. Plaintiffs re-allege and incorporate by reference each and every allegation contained
21 in the preceding and subsequent paragraphs as though fully set forth herein.

22 88. Labor Code § 201 states “If an employer discharges an employee, the wages earned
23 and unpaid at the time of discharge are due and payable immediately.”

24 89. Labor Code § 202 states “If an employee not having a written contract for a definite
25 period quits his or her employment, his or her wages shall become due and payable not later than 72
26 hours thereafter, unless the employee has given 72 hours previous notice of his or her intention to
27 quit, in which case the employee is entitled to his or her wages at the time of quitting.”

28 90. Labor Code § 203(a) states, in relevant part; “If an employer willfully fails to pay,

1 without abatement or reduction, in accordance with Sections 201, 201.3, 201.5, 202, and 205.5, any
2 wages of an employee who is discharged or who quits, the wages of the employee shall continue as
3 a penalty from the due date thereof at the same rate until paid or until an action therefore is
4 commenced; but the wages shall not continue for more than 30 days.”

5 91. Labor Code § 204(a) states in pertinent part “All wages... earned by any person in any
6 employment are due and payable twice during each calendar month, on days designated in advance
7 by the employer as the regular paydays.”

8 92. Due to Defendants not paying minimum wages as alleged above, Defendants do not
9 pay all wages. Defendants failed to pay Plaintiffs and other Class members all minimum wages due
10 and owing during and upon termination of employment. Defendants willfully failed to pay all wages
11 when required by §§ 201 and 202 of the Labor Code. Therefore, Defendants owe waiting time
12 penalties to all affected employees including Plaintiff Bazabal.

13 93. Defendants failed to pay earned wages to Plaintiff Bazabal and members of the Class
14 upon their termination and/or within 72 hours of the last day of their employment with Defendants.
15 More than 30 days have passed since Plaintiff Bazabal and members of the Class have been
16 terminated and/or quit Defendants’ employ.

17 94. Because of Defendants’ willful conduct in not paying all wages due upon discharge
18 and/or resignation of employment, Plaintiffs and the other members of the Class are entitled to 30-
19 days’ wages as a penalty under Labor Code §203, plus interest thereon. Pursuant to Labor Code
20 §218.5, Plaintiffs and the other members of the Class are also entitled to attorneys’ fees and costs.

21 **FIFTH CAUSE OF ACTION**

22 **Violation of the Unfair Competition Law**

23 **[Business & Professions Code § 17200 *et seq.*]**

24 95. Plaintiffs re-allege and incorporate by reference each and every allegation contained
25 in the preceding and subsequent paragraphs as though fully set forth herein.

26 96. Defendants engaged in unlawful activity prohibited by Bus. & Prof. Code §17200, *et*
27 *seq.* The actions of Defendants as alleged within this Complaint constitute unlawful and unfair
28 business practices with the meaning of Bus. & Prof. Code §§17200, *et seq.*

1 97. Defendants have conducted the following unlawful activities:

2 a) violations of Labor Code §§ 200, 204, 1194 & 1197 and IWC Wage Order 9 by not
3 paying Plaintiffs and the Class minimum wages for all hours worked.

4 b) violations of IWC Wage Order 9 by not paying Plaintiffs and the Class proper wages
5 for reporting time.

6 c) violations of Labor Code §§226, 1174, and IWC Wage Order 9, by failing to
7 maintain and provide Plaintiffs and the Class with accurate payroll and time records;

8 d) violations of Labor Code §204 by failing to timely pay all earned wages to Plaintiffs
9 and the Class;

10 e) violations of Labor Code §§201, 202, and 203 by failing to pay earned wages to
11 Plaintiffs and the Class upon their termination and/or within 72 hours of the last day of their
12 employment with Defendants;

13 f) And/or any other violations of applicable law and/or unfair practices arising from the
14 allegations stated herein.

15 98. Defendants' activities also constitute unfair practices in violation of Bus. & Prof.
16 Code §§17200, *et seq.*, because Defendants' practices violate the above noted laws, and/or violate
17 an established public policy, and/or the practice is immoral, unethical, oppressive, unscrupulous,
18 and substantially injurious to Plaintiffs and the Class.

19 99. The identified violations of the Labor Code, Wage Order, Regulations, laws, and
20 public policy constitute business practices because they were done repeatedly over time and in a
21 systematic manner to the detriment of Plaintiffs and the Class

22 100. Because of Defendants' violations of the Labor Code, Wage Order, Regulations, laws,
23 and public policy, Plaintiffs and the Class have suffered injury-in-fact and have lost money or
24 property because of Defendants' practices. This injury-in-fact and loss of money or property
25 consists of the lost wages and other restitutionary remedies provided by the Labor Code,
26 Regulations, Wage Order, laws and public policy as detailed in this Complaint and other resulting
27 harms. Plaintiffs and the Class are entitled to restitution, an injunction, declaratory, and other
28 equitable relief against such unlawful practices to prevent future damage for which there is no

1 adequate remedy at law.

2 101. As a direct and proximate result of the unfair business practices of Defendants,
3 Plaintiffs and the Class are entitled to equitable and injunctive relief, including full restitution of all
4 wages which have been unlawfully lost as a result of the business acts and practices described
5 herein and enjoining Defendants to cease and desist from engaging in the practices described herein
6 for the maximum time permitted pursuant to Bus. & Prof. Code §17208, including any tolling.

7 102. The unlawful and unfair conduct alleged herein is continuing. Plaintiffs believe and
8 allege that if Defendants are not enjoined from the conduct set forth in this Complaint, it will
9 continue to violate the noted laws.

10 103. Plaintiffs and the Class are also entitled to and hereby claim attorneys' fees and costs,
11 pursuant to the private attorney general theory doctrine (Code of Civil Procedure §1021.5), and any
12 other applicable provision for attorney fees and costs, based upon the violation of the underlying
13 public policies.

14 **PRAYER FOR RELIEF**

15 **WHEREFORE**, Plaintiffs pray for judgment as follows:

- 16 1. That the Court certify this action as a Class Action under Rule 23(a) and (b)(3) and
17 appoint Plaintiffs as representatives of the Class and their attorneys as Class
18 Counsel;
- 19 2. For nominal, actual, exemplary and compensatory damages, including lost wages,
20 according to proof at trial;
- 21 3. For restitution of all monies, wages, expenses, and costs due to Plaintiffs and the
22 Class;
- 23 4. For liquidated damages under Labor Code § 1194.2;
- 24 5. For reasonable attorneys' fees, costs and expenses pursuant to Labor Code §§ 1194,
25 218.5, 226 and Code of Civil Procedure § 1021.5;
- 26 6. For pre-judgment and post-judgment interest, to the extent allowable by law;
- 27 7. For all applicable penalties, whether civil or statutory, recoverable under Labor Code
28 §§203, 226, 558, and as otherwise authorized by statute or law;

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- 8. For an injunction restraining Defendants from continuing to engage in unlawful and unfair business practices in violation of Bus. & Prof. Code §17200, et seq.;
- 9. For any other appropriate declaratory relief;
- 10. For all such other and further relief as the Court deems proper and just under all the circumstances.

DEMAND FOR JURY TRIAL

Plaintiffs demand a trial by jury for all claims so triable.

DATED: October 4, 2022

BEN TRAVIS LAW, APC

HEWGILL COBB & LOCKARD, APC



Justin Hewgill, Esq.
Attorneys for Plaintiffs

ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Current, Ex-Greyhound Employees Claim Bus Service Violated California Labor Laws](#)
