


SUM-100

SUMMONS
(CITACION JUDICIAL)

FOR COURT USE ONLY
(SOLO PARA USO DE LA CORTE)

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO
SAN BERNARDINO CIVIL DIVISION

FEB 13 2018

BY 
ASHLEE BAYLESS, DEPUTY

NOTICE TO DEFENDANT:
(AVISO AL DEMANDADO):

NEOVIA LOGISTICS DISTRIBUTION, LP; NEOVIA LOGISTICS SERVICES, LLC; and DOES 1-100

YOU ARE BEING SUED BY PLAINTIFF:

(LO ESTÁ DEMANDANDO EL DEMANDANTE):

HILLARY HICKS on behalf of herself, all others similarly situated, and on behalf of the general public

NOTICE! You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below.

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

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site (www.lawhelpcalifornia.org), the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), or by contacting your local court or county bar association. NOTE: The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case.

¡AVISO! Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación.

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

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, (www.lawhelpcalifornia.org), en el Centro de Ayuda de las Cortes de California, (www.sucorte.ca.gov) o poniéndose en contacto con la corte o el colegio de abogados locales. AVISO: Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de \$10,000 ó más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desechar el caso.

The name and address of the court is:
(El nombre y dirección de la corte es): San Bernardino
247 West Third Street
San Bernardino, CA 92415

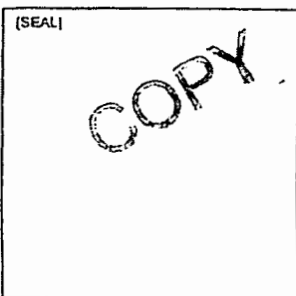
CASE NUMBER:
(Número del Caso): CIVDS1803475

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:
(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):
William Turley, Esq./The Turley & Mara Law Firm, APLC, 7428 Trade Street, San Diego, CA 92121
(619) 234-2833

FEB 13 2018

DATE: Clerk, by Ashlee Bayless, Deputy
(Fecha) (Secretario) (Adjunto)

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)
(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010)).



- NOTICE TO THE PERSON SERVED:** You are served
- as an individual defendant.
 - as the person sued under the fictitious name of (specify):
 - on behalf of (specify): Neovia Logistics Distribution, LP
under: CCP 416.10 (corporation) CCP 416.60 (minor)
 CCP 416.20 (defunct corporation) CCP 416.70 (conservatee)
 CCP 416.40 (association or partnership) CCP 416.90 (authorized person)
 other (specify):
 - by personal delivery on (date):

1 William Turley, Esq. (122408)
2 David Mara, Esq. (230498)
3 Jill Vecchi, Esq. (299333)
4 Matthew Crawford, Esq. (310230)
5 THE TURLEY & MARA LAW FIRM, APLC
6 7428 Trade Street
7 San Diego, California 92121
8 Telephone: (619) 234-2833
9 Facsimile: (619) 234-4048

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO
SAN BERNARDINO CIVIL DIVISION

FEB 13 2018

10 Attorneys for HILLARY HICKS, on behalf
11 of herself, all others similarly situated, and on
12 behalf of the general public.

BY 
ASHLEE BAYLESS, DEPUTY

8 SUPERIOR COURT OF THE STATE OF CALIFORNIA
9 IN AND FOR THE COUNTY OF SAN BERNARDINO

10 HILLARY HICKS on behalf of herself, all
11 others similarly situated, and on behalf of
12 the general public,

13 Plaintiffs,

14 v.

15 NEOVIA LOGISTICS DISTRIBUTION,
16 LP; NEOVIA LOGISTICS SERVICES,
17 LLC; and DOES 1-100,

18 Defendants.

Case No.

CIVDS1803475

PLAINTIFF'S CLASS ACTION
COMPLAINT FOR DAMAGES,
INJUNCTIVE RELIEF, DECLARATORY
RELIEF, AND RESTITUTION

- 1) Failure to Pay All Straight Time Wages;
- 2) Failure to Pay All Overtime Wages;
- 3) Failure to Provide Meal Periods (Lab. Code §§ 226.7, 512, IWC Wage Order No. 4-2001(11); Cal. Code Regs., tit. 8 § 11090);
- 4) Failure to Authorize and Permit Rest Periods (Lab. Code § 226.7; IWC Wage Order No. 4-2001(12); Cal. Code Regs. Title 8 § 11090);
- 5) Knowing and Intentional Failure to Comply with Itemized Employee Wage Statement Provisions (Lab. Code §§ 226, 1174, 1175);
- 6) Failure to Pay All Wages Due at the Time of Termination of Employment (Lab. Code §§201-203); and
- 7) Violation of Unfair Competition Law (Bus. & Prof. Code § 17200, et seq.).

DEMAND FOR JURY TRIAL

BY FAX

1 Plaintiff HILLARY HICKS, on behalf of herself, all others similarly situated, and on behalf of the
2 general public, complains of Defendants NEOVIA LOGISTICS DISTRIBUTION, LP; NEOVIA
3 LOGISTICS SERVICES, LLC; and/or DOES and for causes of action and alleges:

4 1. This is a class action pursuant to California Code of Civil Procedure section 382 on behalf
5 of Plaintiff, HILLARY HICKS, and all non-exempt, hourly workers who are presently or
6 formerly employed by NEOVIA LOGISTICS DISTRIBUTION, LP; NEOVIA
7 LOGISTICS SERVICES, LLC; and/or DOES and/or their subsidiaries or affiliated
8 companies and/or predecessors within the State of California.

9 2. At all times mentioned herein, NEOVIA LOGISTICS DISTRIBUTION, LP; NEOVIA
10 LOGISTICS SERVICES, LLC; and/or DOES have conducted business in San Bernardino
11 County and elsewhere within California.

12 3. At all times mentioned herein, NEOVIA LOGISTICS DISTRIBUTION, LP; NEOVIA
13 LOGISTICS SERVICES, LLC; and/or subsidiaries or affiliated companies and/or DOES,
14 within the State of California, have, among other things, employed current and former non-
15 exempt employees.

16 4. At all times mentioned herein, the common policies and practices of NEOVIA LOGISTICS
17 DISTRIBUTION, LP; NEOVIA LOGISTICS SERVICES, LLC; and/or DOES were a
18 direct cause of Defendants' and/or DOES' failure to comply with California's wage and
19 hours laws, Wage Orders, and/or the California Labor Code, as set forth more fully within.

20 5. For at least four (4) years prior to the filing of this action and through to the present,
21 Defendants NEOVIA LOGISTICS DISTRIBUTION, LP; NEOVIA LOGISTICS
22 SERVICES, LLC; and/or DOES have had a consistent policy and/or practice of not paying
23 Plaintiff and its Non-Exempt Employees for all of the hours they worked.

24 6. For at least four (4) years prior to the filing of this action and through to the present,
25 Defendants NEOVIA LOGISTICS DISTRIBUTION, LP; NEOVIA LOGISTICS
26 SERVICES, LLC; and/or DOES have had a continuous and widespread policy of not
27 paying Plaintiff and those similarly situated for all hours they worked, including before
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1 clocking in for their work shift, after clocking out for their work shift, and during unpaid
2 meal periods. Further, Defendants NEOVIA LOGISTICS DISTRIBUTION, LP; NEOVIA
3 LOGISTICS SERVICES, LLC; and/or DOES have had a continuous and widespread
4 policy to shave the time Plaintiff and those similarly situated worked (referred to as “time
5 shaving”).

6 7. For at least four (4) years prior to the filing of this action and through to the present,
7 Defendants NEOVIA LOGISTICS DISTRIBUTION, LP; NEOVIA LOGISTICS
8 SERVICES, LLC; and/or DOES have had a continuous and widespread policy of
9 “clocking-out” Plaintiff and those similarly situated for thirty (30) minute meal periods,
10 even though Plaintiff and those similarly situated were suffered and/or permitted to work
11 during these deduction periods, thereby deducting thirty (30) minutes of paid time,
12 including straight time and overtime.

13 8. For at least four (4) years prior to the filing of this action and through to the present,
14 Defendants NEOVIA LOGISTICS DISTRIBUTION, LP; NEOVIA LOGISTICS
15 SERVICES, LLC; and/or DOES have had a consistent policy and/or practice of failing to
16 provide all straight time and overtime wages owed to Non-Exempt Employees, as
17 mandated under the California Labor Code and the implementing rules and regulations of
18 the Industrial Welfare Commission’s (“IWC”) California Wage Orders.

19 9. For at least four (4) years prior to the filing of this action and through to the present,
20 Defendants NEOVIA LOGISTICS DISTRIBUTION, LP; NEOVIA LOGISTICS
21 SERVICES, LLC; and/or DOES have had a consistent policy of requiring Non-Exempt
22 Employees within the State of California, including Plaintiff, to work through meal periods
23 and work at least five (5) hours without a meal period and failing to pay such employees
24 one (1) hour of pay at the employees’ regular rate of compensation for each workday that
25 the meal period is not provided, or other compensation, as required by California’s state
26 wage and hour laws, and automatically deducting a half hours pay from their wages.

27 10. For at least four (4) years prior to filing of this action and through the present, Defendants

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1 NEOVIA LOGISTICS DISTRIBUTION, LP; NEOVIA LOGISTICS SERVICES, LLC;
2 and/or DOES did not have a policy of allowing its hourly employees working shifts of ten
3 (10) or more hours in a day to take a second meal period of not less than thirty (30) minutes
4 as required by the applicable Wage Order of the IWC.

5 11. For at least four (4) years prior to the filing of this action and through to the present,
6 Defendants NEOVIA LOGISTICS DISTRIBUTION, LP; NEOVIA LOGISTICS
7 SERVICES, LLC; and/or DOES have had a consistent policy of requiring Non-Exempt
8 Employees within the State of California, including Plaintiff, to work over ten (10) hours
9 without providing an additional, uninterrupted meal period of thirty (30) minutes and
10 failing to pay such employees one (1) hour of pay at the employees' regular rate of
11 compensation for each workday that the meal period is not provided, or other
12 compensation, as required by California's state wage and hour laws.

13 12. For at least four (4) years prior to the filing of this action and through to the present,
14 Defendants NEOVIA LOGISTICS DISTRIBUTION, LP; NEOVIA LOGISTICS
15 SERVICES, LLC; and/or DOES have had a consistent policy and/or practice of requiring
16 its Non-Exempt Employees within the State of California, including Plaintiff, to work for
17 over four hours, or a major fraction thereof, without a 10 minute rest period, and failing to
18 pay such employees one (1) hour of pay at the employees' regular rate of compensation for
19 each workday that the rest period is not provide, or other compensation, as required by
20 California's state wage and hour laws.

21 13. For at least four (4) years prior to the filing of this action and through to the present,
22 Defendants NEOVIA LOGISTICS DISTRIBUTION, LP; NEOVIA LOGISTICS
23 SERVICES, LLC; and/or DOES have had a consistent policy and/or practice of failing to
24 provide Plaintiff and its Non-Exempt Employees with cool down recovery periods in
25 accordance with California Code of Regulations, Title 8, section 3395.

26 14. For at least four (4) years prior to the filing of this action and through to the present,
27 Defendants NEOVIA LOGISTICS DISTRIBUTION, LP; NEOVIA LOGISTICS

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1 SERVICES, LLC; and/or DOES and/or their officers and/or managing agents have had a
2 consistent policy and/or practice of willfully failing to provide to Plaintiff and its Non-
3 Exempt Employees, accurate itemized employee wage statements.

4 15. For at least four (4) years prior to the filing of this action and through to the present,
5 Defendants NEOVIA LOGISTICS DISTRIBUTION, LP; NEOVIA LOGISTICS
6 SERVICES, LLC; and/or DOES and/or their officers and/or managing agents have had a
7 consistent policy and/or practice of willfully failing to timely pay wages owed to Plaintiff
8 and those Non-Exempt Employees who left Defendants NEOVIA LOGISTICS
9 DISTRIBUTION, LP; NEOVIA LOGISTICS SERVICES, LLC; and/or DOES employ or
10 who were terminated.

11 16. For at least four (4) years prior to the filing of this action and through to the present,
12 NEOVIA LOGISTICS DISTRIBUTION, LP; NEOVIA LOGISTICS SERVICES, LLC;
13 and/or DOES, by failing to lawfully pay Plaintiff and those similarly situated all the wages
14 they are owed, engaged in false, unfair, fraudulent and deceptive business practices within
15 the meaning of the Business and Professions Code section 17200, et seq.

16 17. Throughout the statutory period, NEOVIA LOGISTICS DISTRIBUTION, LP's; NEOVIA
17 LOGISTICS SERVICES, LLC's; and/or DOES' employees, including Plaintiff and
18 similarly situated Non-Exempt Employees, were not provided all straight time and
19 overtime wages owed, meal periods and rest periods, or compensation in lieu thereof, as
20 mandated under the California Labor Code, and the implementing rules and regulations of
21 the Industrial Welfare Commissions ("IWC") California Wage Orders.

22 18. Throughout the statutory period, NEOVIA LOGISTICS DISTRIBUTION, LP; NEOVIA
23 LOGISTICS SERVICES, LLC; and/or DOES employees, including Plaintiff and similarly
24 situated Non-Exempt Employees were not provided with accurate and itemized employee
25 wage statements.

26 19. NEOVIA LOGISTICS DISTRIBUTION, LP; NEOVIA LOGISTICS SERVICES, LLC;
27 and/or DOES failed to comply with Labor Code section 226, subdivision (a), by itemizing
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1 in wage statements all hourly compensation and accurately reporting total hours worked
2 by Plaintiff and the members of the proposed class. Plaintiff and members of the proposed
3 class are entitled to penalties not to exceed \$4,000 for each employee pursuant to Labor
4 Code section 226(b).

5 20. NEOVIA LOGISTICS DISTRIBUTION, LP; NEOVIA LOGISTICS SERVICES, LLC;
6 and/or DOES have failed to comply with IWC Wage Order 4-2001(7) by failing to
7 maintain accurate time records showing hourly compensation, when the employee begins
8 and ends each work day and total daily hours worked by itemizing in wage statements and
9 accurately reporting total hours worked by Plaintiff and members of the proposed class.

10 21. NEOVIA LOGISTICS DISTRIBUTION, LP's; NEOVIA LOGISTICS SERVICES,
11 LLC's; and/or DOES' failure to retain accurate records of total hours worked by Plaintiff
12 and the proposed class was willful and deliberate, was a continuous breach of NEOVIA
13 LOGISTICS DISTRIBUTION, LP's; NEOVIA LOGISTICS SERVICES, LLC's; and/or
14 DOES' duty owed to Plaintiff and the proposed class.

15 22. Throughout the statutory period, NEOVIA LOGISTICS DISTRIBUTION, LP's; NEOVIA
16 LOGISTICS SERVICES, LLC's; and/or DOES' employees, including Plaintiff and
17 similarly situated Non-Exempt Employees, were not timely paid all wages owed to them
18 at the time of termination.

19 23. Defendants NEOVIA LOGISTICS DISTRIBUTION, LP; NEOVIA LOGISTICS
20 SERVICES, LLC; and/or DOES are and were aware that Plaintiff and members of the
21 proposed class were not paid all straight time and overtime wages owed, nor provided meal
22 and rest periods. Defendants NEOVIA LOGISTICS DISTRIBUTION, LP's; NEOVIA
23 LOGISTICS SERVICES, LLC's; and/or DOES' denial of wages and other compensation
24 due to Plaintiff and members of the proposed class was willful and deliberate.

25 24. Defendants NEOVIA LOGISTICS DISTRIBUTION, LP; NEOVIA LOGISTICS
26 SERVICES, LLC; and/or DOES, each and collectively, controlled the wages, hours, and
27 working conditions of Plaintiff and the proposed class, creating a joint-employer

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1 relationship over Plaintiff and the proposed class.

2 25. Plaintiff HILLARY HICKS, on behalf of herself and all of NEOVIA LOGISTICS
3 DISTRIBUTION, LP's; NEOVIA LOGISTICS SERVICES, LLC's; and/or DOES' Non-
4 Exempt Employees, brings this action pursuant to California Labor Code sections 226,
5 subd. (b), 226.7, 510, 512, 515, 558, 1194, and California Code of Regulations, Title 8,
6 sections 11090 and 3395, seeking unpaid wages, overtime, meal and rest period
7 compensation, penalties, injunctive and other equitable relief, and reasonable attorneys'
8 fees and costs.

9 26. Plaintiff HILLARY HICKS, on behalf of herself and all putative Class members made up
10 of NEOVIA LOGISTICS DISTRIBUTION, LP's; NEOVIA LOGISTICS SERVICES,
11 LLC's; and/or DOES' non-exempt employees, pursuant to California Business and
12 Professions Code sections 17200-17208, also seeks injunctive relief, restitution, and
13 disgorgement of all benefits NEOVIA LOGISTICS DISTRIBUTION, LP; NEOVIA
14 LOGISTICS SERVICES, LLC; and/or DOES enjoyed from their failure to pay all straight
15 time wages, overtime wages, and meal and rest period compensation.

16 I. VENUE

17 27. Venue as to each Defendants, NEOVIA LOGISTICS DISTRIBUTION, LP; NEOVIA
18 LOGISTICS SERVICES, LLC; and/or DOES, is proper in this judicial district, pursuant
19 to Code of Civil Procedure section 395. Defendants NEOVIA LOGISTICS
20 DISTRIBUTION, LP; NEOVIA LOGISTICS SERVICES, LLC; and/or DOES conduct
21 business and commit Labor Code violations within San Bernardino County, and each
22 Defendants and/or DOES are within California for service of process purposes. The
23 unlawful acts alleged herein have a direct effect on Plaintiff and those similarly situated
24 within the State of California and within San Bernardino County. Defendants NEOVIA
25 LOGISTICS DISTRIBUTION, LP; NEOVIA LOGISTICS SERVICES, LLC; and/or
26 DOES employ numerous Class members who work in San Bernardino County, in
27 California.

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1 **II. PARTIES**

2 **A. Plaintiffs.**

3 28. At all relevant times, herein, Plaintiff HILLARY HICKS is and was a resident of
4 California. At all relevant times, herein, she was employed by Defendants NEOVIA
5 LOGISTICS DISTRIBUTION, LP; NEOVIA LOGISTICS SERVICES, LLC; and/or
6 DOES within the last four (4) years as a non-exempt, hourly workers in California.

7 29. On information and belief, Plaintiff and all other members of the proposed class
8 experienced Defendants NEOVIA LOGISTICS DISTRIBUTION, LP's; NEOVIA
9 LOGISTICS SERVICES, LLC's; and/or DOES' common company policies of failing to
10 pay all straight time and overtime wages owed.

11 30. On information and belief, Plaintiff and all other members of the proposed class
12 experienced Defendants NEOVIA LOGISTICS DISTRIBUTION, LP's; NEOVIA
13 LOGISTICS SERVICES, LLC's; and/or DOES' common company policies of illegally
14 deducting wages from employees for meal periods during which they were performing
15 work.

16 31. On information and belief, Plaintiff and all other members of the proposed class
17 experienced Defendants NEOVIA LOGISTICS DISTRIBUTION, LP's; NEOVIA
18 LOGISTICS SERVICES, LLC's; and/or DOES' common company policies and/or
19 practices of failing to pay all straight time and overtime wages owed, and failing to provide
20 compliant meal periods to employees before the end of their fifth hour of work or a second
21 meal period before the end of the tenth hour or work, or compensation in lieu thereof.

22 32. On information and belief, Plaintiff and all other members of the proposed class
23 experienced Defendants NEOVIA LOGISTICS DISTRIBUTION, LP's; NEOVIA
24 LOGISTICS SERVICES, LLC's; and/or DOES' common company policies of failing to
25 provide ten (10) minute paid rest breaks to employees whom worked four (4) hours or
26 major fractions thereof.

27 33. On information and belief, Plaintiff and all other members of the proposed class

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1 experienced Defendants NEOVIA LOGISTICS DISTRIBUTION, LP's; NEOVIA
2 LOGISTICS SERVICES, LLC's; and/or DOES' common company policies of failing to
3 provide cool down recovery periods.

4 34. On information and belief, Plaintiff and all other members of the proposed class
5 experienced Defendants NEOVIA LOGISTICS DISTRIBUTION, LP's; NEOVIA
6 LOGISTICS SERVICES, LLC's; and/or DOES' common company policies of failing to
7 provide Non-Exempt Employees with accurate itemized wage statements. On information
8 and belief, Defendants s and/or DOES failure to provide to their Non-Exempt Employees,
9 including Plaintiff, with accurate itemized wage statements was willful.

10 35. On information and belief, Plaintiff and all other members of the proposed class
11 experienced Defendants NEOVIA LOGISTICS DISTRIBUTION, LP's; NEOVIA
12 LOGISTICS SERVICES, LLC's; and/or DOES' common company policies of failing to
13 timely compensate Non-Exempt Employees all wages owed upon termination. On
14 information and belief, Defendant's and/or DOES' failure to pay, in a timely manner,
15 compensation owed to Non-Exempt Employees, including Plaintiff, upon termination of
16 their employment with NEOVIA LOGISTICS DISTRIBUTION, LP; NEOVIA
17 LOGISTICS SERVICES, LLC; and/or DOES was willful.

18 36. On information and belief, Plaintiff and all other members of the proposed class
19 experienced Defendants NEOVIA LOGISTICS DISTRIBUTION, LP's; NEOVIA
20 LOGISTICS SERVICES, LLC's; and/or DOES' fraudulent and deceptive business
21 practices within the meaning of the Business and Professions Code section 17200, et seq.

22 37. Plaintiff and the proposed class are covered by, inter alia, California IWC Occupational
23 Wage Order No. 4-2001, and Title 8, California Code of Regulations, §§ 11090 and 3395.

24 **B. Defendants.**

25 38. At all relevant times herein, NEOVIA LOGISTICS DISTRIBUTION, LP; NEOVIA
26 LOGISTICS SERVICES, LLC; and/or DOES engage in the ownership and operation of
27 facilities which provide third party logistics services in the State of California.

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- 1 39. NEOVIA LOGISTICS DISTRIBUTION, LP and NEOVIA LOGISTICS SERVICES,
2 LLC claim to work with “Some of the world’s leading and most dynamic automotive,
3 industrial, aerospace and technology companies” and “drive their business forward and
4 achieve their transformation goals as they grow, scale and adapt to a changing global
5 business environment”. NEOVIA LOGISTICS, <https://www.neovialogistics.com/>, (last visited
6 Feb. 7, 2018).
- 7 40. NEOVIA LOGISTICS DISTRIBUTION, LP and NEOVIA LOGISTICS SERVICES,
8 LLC were “founded in 1987 as Catepillar Logistics Services, supporting Catepillar and its
9 customers as a provider of logistics services.” *Id.* NEOVIA LOGISTICS DISTRIBUTION,
10 LP and NEOVIA LOGISTICS SERVICES, LLC became their own companies in 2012 and
11 took on the NEOVIA name. *Id.* NEOVIA, now, claims to be “one of the world’s leading
12 third-party logistics companies, serving some of the best-known and most exciting
13 companies.” *Id.*
- 14 41. NEOVIA LOGISTICS DISTRIBUTION, LP and NEOVIA LOGISTICS SERVICES,
15 LLC offer their employees a work environment that “is agile, dynamic, and fast-paced – a
16 place where the skills and ideas of every employee are valued”. *Id.* NEOVIA LOGISTICS
17 DISTRIBUTION, LP and NEOVIA LOGISTICS SERVICES, LLC also claim to
18 “demonstrate integrity, honesty, respect, transparency and follow through on [their]
19 commitments, to inspire trust with each other.” *Id.*
- 20 42. If NEOVIA LOGISTICS DISTRIBUTION, LP and NEOVIA LOGISTICS SERVICES,
21 LLC honored all of these core values including integrity, honesty, respect and transparency
22 with all of their employees as well as they do with their “best-known” and “exciting”
23 customers, their employees would not have to fight for their hard-earned wages.
- 24 43. On information and belief, NEOVIA LOGISTICS DISTRIBUTION, LP; NEOVIA
25 LOGISTICS SERVICES, LLC; and/or DOES exercised control over the wages, hours,
26 and/or working conditions of Plaintiff and members of the proposed class throughout the
27 liability period.

1 44. NEOVIA LOGISTICS DISTRIBUTION, LP; NEOVIA LOGISTICS SERVICES, LLC;
2 and/or DOES principal place of business is in the State of California.

3 45. The true names and capacities, whether individual, corporate, associate, or otherwise, of
4 Defendants DOES 1-100, inclusive, are presently unknown to Plaintiff, who therefore sues
5 these Defendants by such fictitious names under Code of Civil Procedure section 474.
6 Plaintiff is informed and believes, and based thereon alleges, that each of the Defendants
7 designated herein as a DOE is legally responsible in some manner for the unlawful acts
8 referred to herein. Plaintiff will seek leave of court to amend this Complaint to reflect the
9 true names and capacities of the Defendants designated hereinafter as DOES when such
10 identities become known.

11 46. Plaintiff is informed and believes, and based thereon alleges, that each Defendant and/or
12 DOE acted in all respects pertinent to this action as the agent of the other Defendants and/or
13 DOES, carried out a joint scheme, business plan or policy in all respects pertinent hereto,
14 and the acts of each Defendants and/or DOES are legally attributable to the other
15 Defendants and/or DOES.

16 **III. CLASS ACTION ALLEGATIONS**

17 47. Plaintiff brings this action on behalf of herself and all others similarly situated as a class
18 action pursuant to section 382 of the California Code of Civil Procedure. Plaintiff seeks to
19 represent a Class composed of and defined as follows:

20
21 All persons who are employed or have been employed by
22 Defendants in the State of California as hourly, Non-Exempt
23 workers during the period of the relevant statute of limitations.

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25 Plaintiff also seeks to represent subclasses composed of and defined as follows:

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27 All persons who are or have been employed by NEOVIA
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LOGISTICS DISTRIBUTION, LP; NEOVIA LOGISTICS SERVICES, LLC; and/or DOES in the State of California as hourly, Non-Exempt workers during the period of the relevant statute of limitations, who worked one (1) or more shifts in excess of five (5) hours.

All persons who are or have been employed by NEOVIA LOGISTICS DISTRIBUTION, LP; NEOVIA LOGISTICS SERVICES, LLC; and/or DOES in the State of California as hourly, Non-Exempt workers during the period of the relevant statute of limitations, who worked one (1) or more shifts in excess of six (6) hours.

All persons who are or have been employed by NEOVIA LOGISTICS DISTRIBUTION, LP; NEOVIA LOGISTICS SERVICES, LLC; and/or DOES in the State of California as hourly, Non-Exempt workers during the period of the relevant statute of limitations, who worked one (1) or more shifts in excess of ten (10) hours.

All persons who are or have been employed by NEOVIA LOGISTICS DISTRIBUTION, LP; NEOVIA LOGISTICS SERVICES, LLC; and/or DOES in the State of California as hourly, Non-Exempt workers during the period of the relevant statute of limitations, who worked one (1) or more shifts in excess of twelve (12) hours.

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All persons who are or have been employed by NEOVIA LOGISTICS DISTRIBUTION, LP; NEOVIA LOGISTICS SERVICES, LLC; and/or DOES in the State of California as hourly, Non-Exempt workers during the period of the relevant statute of limitations, who worked one (1) or more shifts in excess of two (2) hours.

All persons who are or have been employed by NEOVIA LOGISTICS DISTRIBUTION, LP; NEOVIA LOGISTICS SERVICES, LLC; and/or DOES in the State of California as hourly, Non-Exempt workers during the period of the relevant statute of limitations, who worked one (1) or more shifts in excess of three (3) hour and one-half hours, but less than or equal to six (6) hours.

All persons who are or have been employed by NEOVIA LOGISTICS DISTRIBUTION, LP; NEOVIA LOGISTICS SERVICES, LLC; and/or DOES in the State of California as hourly, Non-Exempt workers during the period of the relevant statute of limitations, who worked one (1) or more shifts in excess of six (6) hours, but less than or equal to ten (10) hours.

All persons who are or have been employed by NEOVIA LOGISTICS DISTRIBUTION, LP; NEOVIA LOGISTICS SERVICES, LLC; and/or DOES in the State of California as hourly, Non-Exempt workers during the period of the relevant statute of limitations, who worked one (1) or more shifts in excess of ten (10) hours.

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All persons who are or have been employed by NEOVIA LOGISTICS DISTRIBUTION, LP; NEOVIA LOGISTICS SERVICES, LLC; and/or DOES in the State of California as hourly, Non-Exempt workers during the period of the relevant statute of limitations, who separated their employment from Defendants.

All persons who are or have been employed by NEOVIA LOGISTICS DISTRIBUTION, LP; NEOVIA LOGISTICS SERVICES, LLC; and/or DOES in the State of California as hourly, Non-Exempt workers during the period of the relevant statute of limitations, who worked one (1) or more shifts in which they received a wage statement for the corresponding pay period.

All persons who are or have been employed by NEOVIA LOGISTICS DISTRIBUTION, LP; NEOVIA LOGISTICS SERVICES, LLC; and/or DOES in the State of California as hourly, Non-Exempt workers during the period of the relevant statute of limitations, who were deducted wages for meal periods.

48. Plaintiff reserves the right under rule 1855, subdivision (b), California Rules of Court, to amend or modify the Class description with greater specificity or further division into subclasses or limitation to particular issues.

49. This action has been brought and may properly be maintained as a class action under the provisions of section 382 of the California Code of Civil Procedure because there is a well-defined community of interest in the litigation and the proposed Class is easily ascertainable.

1 **A. Numerosity.**

2 50. The potential members of the Class as defined are so numerous that joinder of all the
3 members of the Class is impracticable. While the precise number of Class members has
4 not been determined at this time, Plaintiff is informed and believes that NEOVIA
5 LOGISTICS DISTRIBUTION, LP; NEOVIA LOGISTICS SERVICES, LLC; and/or
6 DOES currently employ, and during the liability period employed, over fifty (50)
7 employees, all in the State of California, in positions as hourly non-exempt employees.

8 51. Accounting for employee turnover during the relevant periods increases this number
9 substantially. Upon information and belief, Plaintiff alleges NEOVIA LOGISTICS
10 DISTRIBUTION, LP'S; NEOVIA LOGISTICS SERVICES, LLC'S; and/or DOES'
11 employment records will provide information as to the number and location of all Class
12 members. Joinder of all members of the proposed Class is not practicable.

13 **B. Commonality.**

14 52. There are questions of law and fact common to the Class that predominate over any
15 questions affecting only individual Class members. These common questions of law and
16 fact include, without limitation:

17 (1) Whether NEOVIA LOGISTICS DISTRIBUTION, LP;
18 NEOVIA LOGISTICS SERVICES, LLC; and/or DOES violated the Labor
19 Code and/or applicable IWC Wage Orders in failing to pay its non-exempt
20 workers all earned wages at the regular rate for all hours worked.

21 (2) Whether NEOVIA LOGISTICS DISTRIBUTION, LP'S;
22 NEOVIA LOGISTICS SERVICES, LLC'S; and/or DOES' uniform policies
23 and/or practices whereby non-exempt workers were pressured and/or
24 incentivized to forego taking meal and/or rest periods.

25 (3) Whether NEOVIA LOGISTICS DISTRIBUTION, LP;
26 NEOVIA LOGISTICS SERVICES, LLC; and/or DOES violated Labor
27 Code section 226.7, IWC Wage Order No. 4-2001 or other applicable IWC

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Wage Orders, and/or California Code of Regulations, Title 8, section 11090, by failing to authorize, permit, and/or provide rest periods to its hourly, non-exempt employees for every four (4) hours or major fraction thereof worked and/or failing to pay said employees one (1) hour of pay at the employee's regular rate of compensation for each work day that the rest period was not authorized, permitted and/or provided.

(4) Whether NEOVIA LOGISTICS DISTRIBUTION, LP; NEOVIA LOGISTICS SERVICES, LLC; and/or DOES violated Labor Code section 226.7 and/or California Code of Regulations, Title 8, section 3395, by failing to authorize, permit, and/or provide recovery periods to its hourly, non-exempt employees in accordance with section 3395.

(5) Whether NEOVIA LOGISTICS DISTRIBUTION, LP; NEOVIA LOGISTICS SERVICES, LLC; and/or DOES willfully failed to pay, in a timely manner, wages owed to members of the proposed Class who left NEOVIA LOGISTICS DISTRIBUTION, LP's; NEOVIA LOGISTICS SERVICES, LLC's; and/or DOES' employ or who were terminated.

(6) Whether NEOVIA LOGISTICS DISTRIBUTION, LP; NEOVIA LOGISTICS SERVICES, LLC; and/or DOES violated Labor Code section 203, which provides for the assessment of a penalty against the employer, by willfully failing to timely pay all wages owed to employees who left NEOVIA LOGISTICS DISTRIBUTION, LP's; NEOVIA LOGISTICS SERVICES, LLC's; and/or DOES' employ or who were terminated.

(7) Whether NEOVIA LOGISTICS DISTRIBUTION, LP; NEOVIA LOGISTICS SERVICES, LLC; and/or DOES had uniform policies and/or practices of failing to provide employees accurate and itemized wage statements.

1 (8) Whether NEOVIA LOGISTICS DISTRIBUTION, LP;
2 NEOVIA LOGISTICS SERVICES, LLC; and/or DOES had uniform
3 policies and/or practices of failing to timely pay all wages owed to
4 employees who left NEOVIA LOGISTICS DISTRIBUTION, LP's;
5 NEOVIA LOGISTICS SERVICES, LLC's; and/or DOES' employ or who
6 were terminated.

7 53. The answer to each of these respective questions will generate a common answer capable
8 of resolving class-wide liability in one stroke.

9 54. Said common questions predominate over any individualized issues and/or questions
10 affecting only individual members.

11 **C. Typicality.**

12 55. The claims of the named Plaintiff are typical of the claims of the proposed class. Plaintiff
13 and all members of the proposed class sustained injuries and damages arising out of and
14 caused by NEOVIA LOGISTICS DISTRIBUTION, LP's; NEOVIA LOGISTICS
15 SERVICES, LLC's; and/or DOES' common course of conduct in violation of laws and
16 regulations that have the force and effect of law and statutes as alleged.

17 56. Plaintiff HILLARY HICKS was subjected to the same uniform policies and/or practices
18 complained of herein that affected all such employees. Thus, as HILLARY HICKS was
19 subjected to the same unlawful policies and practices as all hourly non-exempt employees,
20 her claims are typical of the class she seeks to represent.

21 **D. Adequacy of Representation.**

22 57. Plaintiff will fairly and adequately represent and protect the interests of the members of the
23 Class.

24 58. Plaintiff is ready and willing to take the time necessary to help litigate this case.

25 59. Plaintiff has no conflicts that will disallow her to fairly and adequately represent and
26 protect the interests of the members of the Class.

27 60. Counsel who represent Plaintiff are competent and experienced in litigating large
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1 employment class actions.

2 61. Specifically, William Turley, Esq., David Mara, Esq., Jill Vecchi, Esq., and Matthew
3 Crawford, Esq. are California lawyers in good standing.

4 62. Mr. Turley regularly lectures lawyers on wage and hour class action issues. He has been a
5 featured speaker on many ACI Wage and Hour Class Action presentations and Consumer
6 Attorney of California Wage and Hour Class Action presentations.

7 63. Mr. Turley is listed as Amicus counsel on over 20 California Supreme Court decisions.

8 64. Mr. Turley and Mr. Mara wrote winning amicus briefs in two very worker friendly
9 California Supreme Court cases: *Augustus v. ABM Security Servs.* (2016) 2 Cal.5th 257
10 and *Williams v. Superior Court* (decided July 13, 2017).

11 65. Mr. Turley is a Past President of Consumer Attorneys of San Diego and has been elected
12 to the Board of Governors of the Consumer Attorneys of California for over 15 years. Mr.
13 Turley is currently on and has been a member of the Consumer Attorneys of California
14 Amicus Curie Committee for over 20 years.

15 66. Mr. Turley has had over 100 legal articles published, including some on California Labor
16 Code.

17 67. Mr. Turley and Mr. Mara were appointed class counsel in the landmark California Supreme
18 Court case, *Brinker v. Superior Court* and have been appointed as class counsel in many
19 California wage and hour cases, in both State Court and Federal Court.

20 68. Mr. Turley testified before the California Senate in a committee hearing on September 3,
21 2015, regarding the new piece-rate bill, California Labor Code § 226.2.

22 69. On April 12, 2016 and April 20, 2016, Mr. Turley testified in front of the California Senate
23 regarding an amendment to California Labor Code §§ 2698, *et seq*, the "Private Attorneys
24 General Act" or "PAGA." Furthermore, Mr. Turley also participated in drafting the new
25 amendment to PAGA.

26 70. The Turley & Mara Law Firm, APLC have the resources to take this case to trial and
27 judgment, if necessary.

28 71. Mr. Turley and Mr. Mara have the experience, ability, and ways and means to vigorously

1 prosecute this case.

2 E. **Superiority of Class Action.**

3 72. A class action is superior to other available means for the fair and efficient adjudication of
4 this controversy. Individual joinder of all Class members is not practicable, and questions
5 of law and fact common to the Class predominate over any questions affecting only
6 individual members of the Class. Each member of the Class has been damaged and is
7 entitled to recovery by reason of NEOVIA LOGISTICS DISTRIBUTION, LP's; NEOVIA
8 LOGISTICS SERVICES, LLC's; and/or DOES' illegal policies and/or practices of failing
9 to pay all straight time and overtime wages owed, failing to permit or authorize rest periods,
10 failing to provide meal periods, knowingly and intentionally failing to comply with wage
11 statement requirements, and failing to pay all wages due at termination.

12 73. Class action treatment will allow those similarly situated persons to litigate their claims in
13 the manner that is most efficient and economical for the parties and the judicial system.
14 Plaintiff is unaware of any difficulties that are likely to be encountered in the management
15 of this action that would preclude its maintenance as a class action.

16 74. Because such common questions predominate over any individualized issues and/or
17 questions affecting only individual members, class resolution is superior to other methods
18 for fair and efficient adjudication.

19 IV. **CAUSES OF ACTION**

20 **FIRST CAUSE OF ACTION AGAINST NEOVIA LOGISTICS DISTRIBUTION,
21 LP; NEOVIA LOGISTICS SERVICES, LLC; AND/OR DOES: Failure to Pay All
22 Straight Time Wages**

23 75. Plaintiff and those similarly situated Class members hereby incorporate by reference each
24 and every other paragraph in this Complaint herein as if fully plead.

25 76. Defendants and/or DOES have had a continuous policy of not paying Plaintiff and those
26 similarly situated for all hours worked.

27 77. It is fundamental that an employer must pay its employees for all time worked. California
28 Labor Code sections 218 and 218.5 provides a right of action for nonpayment of wages.

1 Labor Code section 222 prohibits the withholding of part of a wage. Labor Code section
2 223 prohibits the pay of less than a statutory or contractual wage scale. Labor Code section
3 1197 prohibits the payment of less than the minimum wage. Labor Code section 224 only
4 permits deductions from wages when the employer is required or empowered to do so by
5 state or federal law or when the deduction is expressly authorized in writing by the
6 employee for specified purposes that do not have the effect of reducing the agreed upon
7 wage.

8 78. Plaintiff and those similarly situated Class members were employed by NEOVIA
9 LOGISTICS DISTRIBUTION, LP; NEOVIA LOGISTICS SERVICES, LLC; and/or
10 DOES at all relevant times. NEOVIA LOGISTICS DISTRIBUTION, LP; NEOVIA
11 LOGISTICS SERVICES, LLC; and/or DOES were required to compensate Plaintiff for all
12 hours worked and were prohibited from making deductions that had the effect of reducing
13 the agreed upon wage.

14 79. Defendants and/or DOES have a continuous and consistent policy of clocking-out Plaintiff
15 and those similarly situated for a thirty (30) minute meal period, even though Plaintiff and
16 all members of the Class work through their meal periods. Thus, NEOVIA LOGISTICS
17 DISTRIBUTION, LP; NEOVIA LOGISTICS SERVICES, LLC; and/or DOES do not pay
18 Plaintiff and each and every member of the Class for all time worked each and every day
19 they work without a meal period and have time deducted.

20 80. Plaintiff and those similarly situated Class members are informed and believe and thereon
21 allege that NEOVIA LOGISTICS DISTRIBUTION, LP; NEOVIA LOGISTICS
22 SERVICES, LLC; and/or DOES breached the legal duty to pay full wages to Plaintiff by
23 deducting a portion of the wages earned when Plaintiff's and the Class members' actual
24 time records indicate that a meal period was not taken. NEOVIA LOGISTICS
25 DISTRIBUTION, LP; NEOVIA LOGISTICS SERVICES, LLC; and/or DOES did not
26 make reasonable efforts to determine whether the time deducted was actually worked as
27 reported by Plaintiff and Class members. NEOVIA LOGISTICS DISTRIBUTION, LP;

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1 NEOVIA LOGISTICS SERVICES, LLC; and/or DOES, without a reasonable basis,
2 presumed that actual reported hours had not been accurately reported. The conduct
3 complained of is a form of what is sometimes called “dinging,” “shaving,” or “scrubbing”
4 and is prohibited by law.

5 81. Defendants and/or DOES have a continuous and consistent policy of not paying Plaintiff
6 and those similarly situated for all time worked, including before Plaintiff and those
7 similarly situated clock in for work shifts and after they clock out after work shifts.

8 82. Defendants and/or DOES have a continuous and consistent policy of shaving the time
9 Plaintiff and those similarly situated work (referred to as “time shaving”).

10 83. Thus, NEOVIA LOGISTICS DISTRIBUTION, LP; NEOVIA LOGISTICS SERVICES,
11 LLC; and/or DOES shave/steal earned wages from Plaintiff and each and every member
12 of the Class each and every day they work. NEOVIA LOGISTICS DISTRIBUTION, LP;
13 NEOVIA LOGISTICS SERVICES, LLC; and/or DOES have not paid Plaintiff and the
14 members of the Class all straight time wages owed.

15 84. Plaintiff and the Class members are informed and believe and thereon allege that as a direct
16 result of Defendants ’s and/or DOES’ uniform policies and/or practices, Plaintiff and the
17 Class members have suffered, and continue to suffer, substantial unpaid wages, and lost
18 interest on such wages, and expenses and attorneys’ fees in seeking to compel NEOVIA
19 LOGISTICS DISTRIBUTION, LP; NEOVIA LOGISTICS SERVICES, LLC; and/or
20 DOES to fully perform their obligations under state law, all to their respective damage in
21 amounts, according to proof at trial.

22 85. As a direct result of NEOVIA LOGISTICS DISTRIBUTION, LP’s; NEOVIA
23 LOGISTICS SERVICES, LLC’s; and/or DOES’ policy of illegal wage theft, Plaintiff and
24 those similarly situated have been damaged in an amount to be proven at trial.

25 86. WHEREFORE, Plaintiff and the Class she seeks to represent request relief as described
26 below.

27 SECOND CAUSE OF ACTION AGAINST NEOVIA LOGISTICS DISTRIBUTION,
28 LP; NEOVIA LOGISTICS SERVICES, LLC; AND/OR DOES: Failure to Pay All

Overtime Wages

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2 87. Plaintiff and those similarly situated Class members hereby incorporate by reference each
3 and every other paragraph in this Complaint herein as if fully plead.

4 88. It is fundamental that an employer must pay its employees for all time worked. California
5 Labor Code sections 218 and 218.5 provides a right of action for nonpayment of wages.
6 Labor Code section 222 prohibits the withholding of part of a wage. Labor Code section
7 223 prohibits the pay of less than a statutory or contractual wage scale. Labor Code section
8 1197 prohibits the payment of less than the minimum wage. Labor Code section 224 only
9 permits deductions from wages when the employer is required or empowered to do so by
10 state or federal law or when the deduction is expressly authorized in writing by the
11 employee for specified purposes that do not have the effect of reducing the agreed upon
12 wage.

13 89. NEOVIA LOGISTICS DISTRIBUTION, LP; NEOVIA LOGISTICS SERVICES, LLC;
14 and/or DOES failed to pay overtime when employees worked over eight (8) hours per day
15 and when employees worked over forty (40) hours per week.

16 90. Plaintiff and those similarly situated Class members were employed by NEOVIA
17 LOGISTICS DISTRIBUTION, LP; NEOVIA LOGISTICS SERVICES, LLC; and/or
18 DOES at all relevant times. NEOVIA LOGISTICS DISTRIBUTION, LP; NEOVIA
19 LOGISTICS SERVICES, LLC; and/or DOES were required to compensate Plaintiff for all
20 overtime hours worked and were prohibited from making deductions that had the effect of
21 reducing the agreed upon wage.

22 91. NEOVIA LOGISTICS DISTRIBUTION, LP; NEOVIA LOGISTICS SERVICES, LLC;
23 and/or DOES failed to pay for the overtime that was due, pursuant to IWC Wage Order
24 No. 4-2001, item 3(A).

25 92. Plaintiff and the Class members are informed and believe and thereon allege that as a direct
26 result of Defendant's and/or DOES' uniform policies and/or practices, Plaintiff and the
27 Class members have suffered, and continue to suffer, substantial unpaid overtime wages,
28 and lost interest on such overtime wages, and expenses and attorneys' fees in seeking to

1 compel NEOVIA LOGISTICS DISTRIBUTION, LP; NEOVIA LOGISTICS SERVICES,
 2 LLC; and/or DOES to fully perform their obligations under state law, all to their respective
 3 damage in amounts according to proof at time of trial. NEOVIA LOGISTICS
 4 DISTRIBUTION, LP; NEOVIA LOGISTICS SERVICES, LLC; and/or DOES committed
 5 the acts alleged herein knowingly and willfully, with the wrongful and deliberate intention
 6 on injuring Plaintiff and the Class members. NEOVIA LOGISTICS DISTRIBUTION, LP;
 7 NEOVIA LOGISTICS SERVICES, LLC; and/or DOES acted with malice or in conscious
 8 disregard of Plaintiff's and the Class Member's rights. In addition to compensation,
 9 Plaintiff is also entitled to any penalties allowed by law.

10 93. WHEREFORE, Plaintiff and the Class she seeks to represent request relief as described
 11 below.

12 **THIRD CAUSE OF ACTION AGAINST NEOVIA LOGISTICS DISTRIBUTION,**
 13 **LP; NEOVIA LOGISTICS SERVICES, LLC; AND/OR DOES: Failure to Provide**
 14 **Meal Periods, or Compensation in Lieu Thereof (Lab. Code §§ 226.7, 512, IWC Wage**
 15 **Order No. 4-2001(11); Cal. Code Regs., tit. 8, § 11090)**

15 94. Plaintiff and those similarly situated Class members hereby incorporate by reference each
 16 and every other paragraph in this Complaint herein as if fully plead.

17 95. Under California Labor Code section 512 and IWC Wage Order No. 4, no employer shall
 18 employ any person for a work period of more than five (5) hours without providing a meal
 19 period of not less than thirty (30) minutes. During this meal periods of not less than thirty
 20 (30) minutes, the employee is to be completely free of the employer's control and must not
 21 perform any work for the employer. If the employee does perform work for the employer
 22 during the thirty (30) minute meal period, the employee has not been provided a meal
 23 period in accordance with the law. Also, the employee is to be compensated for any work
 24 performed during the thirty (30) minute meal period.

25 96. In addition, an employer may not employ an employee for a work period of more than ten
 26 (10) hours per day without providing the employee with another meal period of less than
 27 thirty (30) minutes.

28 97. Under California Labor Code section 226.7, if the employer does not provide an employee

1 a meal period in accordance with the above requirements, the employer shall pay the
 2 employee one (1) hour of pay at the employee's regular rate of compensation for each
 3 workday that the meal period is not provided.

4 98. NEOVIA LOGISTICS DISTRIBUTION, LP; NEOVIA LOGISTICS SERVICES, LLC;
 5 and/or DOES failed to provide thirty (30) minute, uninterrupted meal periods to its Non-
 6 Exempt Employees who worked for work periods of more than five (5) consecutive hours.
 7 As such, NEOVIA LOGISTICS DISTRIBUTION, LP; NEOVIA LOGISTICS
 8 SERVICES, LLC; and/or DOES non-exempt employees were required to work over five
 9 (5) consecutive hours at a time without being provided a thirty (30) minute uninterrupted
 10 meal period within that time.

11 99. NEOVIA LOGISTICS DISTRIBUTION, LP; NEOVIA LOGISTICS SERVICES, LLC;
 12 and/or DOES failed to provide thirty (30) minute, uninterrupted meal periods to its Non-
 13 Exempt Employees for every five (5) continuous hours worked.

14 100. NEOVIA LOGISTICS DISTRIBUTION, LP's; NEOVIA LOGISTICS SERVICES,
 15 LLC's; and/or DOES' business model is such that Non-Exempt Employees were assigned
 16 too much work and insufficient help due to chronic understaffing to be able to take meal
 17 periods. Thus, Non-Exempt Employees are not able to take meal periods.

18 101. Throughout the statutory period, NEOVIA LOGISTICS DISTRIBUTION, LP; NEOVIA
 19 LOGISTICS SERVICES, LLC; and/or DOES had a pattern and practice of assigning too
 20 much work to be completed in too short of time frames, resulting in Plaintiff and those
 21 similarly situated not being able to take meal periods.

22 102. NEOVIA LOGISTICS DISTRIBUTION, LP; NEOVIA LOGISTICS SERVICES, LLC;
 23 and/or DOES would not permit Plaintiff and the Class to take 30-minute meal periods
 24 unless specifically scheduled by Defendants and/or DOES or unless Plaintiff and the Class
 25 were expressly told to by Defendants and/or DOES. This routinely resulted in Plaintiff and
 26 the Class members not being able to take a meal period, if at all, until after the fifth hour.

27 103. NEOVIA LOGISTICS DISTRIBUTION, LP; NEOVIA LOGISTICS SERVICES, LLC;

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1 and/or DOES did not have a policy of providing a second meal period before the end of
2 the tenth hour.

3 104. Failing to provide compensation for such unprovided or improperly provided meal periods,
4 as alleged above, NEOVIA LOGISTICS DISTRIBUTION, LP; NEOVIA LOGISTICS
5 SERVICES, LLC; and/or DOES willfully violated the provisions of Labor Code sections
6 226.7, 512, and IWC Wage Order No. 4.

7 105. As a result of the unlawful acts of NEOVIA LOGISTICS DISTRIBUTION, LP; NEOVIA
8 LOGISTICS SERVICES, LLC; and/or DOES, Plaintiff and the Class she seeks to represent
9 have been deprived of premium wages, in amounts to be determined at trial, and are entitled
10 to recovery of such amounts, plus interest and penalties thereon, attorneys' fees and costs,
11 pursuant to Labor Code section 226.7, and IWC Wage Order No. 4-2001. Plaintiff and the
12 Class she seeks to represent did not willfully waive their right to take meal periods through
13 mutual consent with NEOVIA LOGISTICS DISTRIBUTION, LP; NEOVIA LOGISTICS
14 SERVICES, LLC; and/or DOES.

15 106. WHEREFORE, Plaintiff and the Class she seeks to represent request relief as described
16 below.

17 **FOURTH CAUSE OF ACTION AGAINST NEOVIA LOGISTICS**
18 **DISTRIBUTION, LP; NEOVIA LOGISTICS SERVICES, LLC; AND/OR DOES:**
19 **Failure to Authorize and Permit Rest Periods (Lab. Code § 226.7; IWC Wage Order**
No. 4-2001(12); Cal. Code Regs. Title 8 § 11090)

20 107. Plaintiff and those similarly situated Class members hereby incorporate by reference each
21 and every other paragraph in this Complaint herein, as if fully plead.

22 108. Under IWC Wage Order No. 4, every employer shall authorize and permit all employees
23 to take rest periods, "[t]he authorized rest period time shall be based on the total hours
24 worked daily at the rate of ten (10) minutes net rest time per four (4) hours worked or major
25 fraction thereof." IWC Wage Order 4-2001(12). The time spent on rest periods "shall be
26 counted as hours worked for which there shall be no deduction from wages." *Id.*

27 109. Under California Labor Code section 226.7, if the employer does not provide an employee
28 a rest period in accordance with the above requirements, the employer shall pay the

1 employee one (1) hour of pay at the employee's regular rate of compensation for each
2 workday that the meal period is not provided.

3 110. At all relevant times, Defendants and/or DOES failed to authorize and/or permit rest period
4 time based upon the total hours worked daily at the rate of ten (10) minutes net rest time
5 per four (4) hours or major fraction thereof.

6 111. In the alternative, NEOVIA LOGISTICS DISTRIBUTION, LP; NEOVIA LOGISTICS
7 SERVICES, LLC; and/or DOES business model was such that Non-Exempt Employees
8 were assigned too much work with insufficient help due to chronic understaffing whereby
9 Plaintiff and the Class had to work through their rest periods.

10 112. Throughout the statutory period, NEOVIA LOGISTICS DISTRIBUTION, LP; NEOVIA
11 LOGISTICS SERVICES, LLC; and/or DOES had a pattern and practice of assigning too
12 much work to be completed in too short of time frames, resulting in Plaintiff and those
13 similarly situated not being able to take rest periods.

14 113. As a result of the unlawful acts of NEOVIA LOGISTICS DISTRIBUTION, LP; NEOVIA
15 LOGISTICS SERVICES, LLC; and/or DOES, Plaintiff and the Class she seeks to represent
16 have been deprived of premium wages, in amounts to be determined at trial, and are entitled
17 to recovery of such amounts, plus interest and penalties thereon, attorneys' fees and costs,
18 pursuant to Labor Code section 226.7, and IWC Wage Order No. 4-2001.

19 114. WHEREFORE, Plaintiff and the Class she seeks to represent request relief as described
20 below.

21 **FIFTH CAUSE OF ACTION AGAINST NEOVIA LOGISTICS DISTRIBUTION,**
22 **LP; NEOVIA LOGISTICS SERVICES, LLC; AND/OR DOES: Knowing and**
23 **Intentional Failure to Comply with Itemized Employee Wage Statement Provisions**
24 **(Lab. Code §§ 226, 1174, 1175; IWC Wage Order No. 4; Cal. Code Regs., Title 8, §**
11040)

25 115. Plaintiff and those similarly situated Class members hereby incorporate by reference each
26 and every other paragraph in this Complaint herein as if fully plead.

27 116. Labor Code section 226 subdivision (a) requires Defendants and/or DOES to, inter alia,
28 itemize in wage statements and accurately report the total hours worked and total wages

1 earned. NEOVIA LOGISTICS DISTRIBUTION, LP; NEOVIA LOGISTICS SERVICES,
2 LLC; and/or DOES have knowingly and intentionally failed to comply with Labor Code
3 section 226, subdivision (a), on each and every wage statement provided to Plaintiff
4 HILLARY HICKS and members of the proposed Class.

5 117. Labor Code section 1174 requires NEOVIA LOGISTICS DISTRIBUTION, LP; NEOVIA
6 LOGISTICS SERVICES, LLC; and/or DOES to maintain and preserve, in a centralized
7 location, records showing the daily hours worked by and the wages paid to its employees.
8 NEOVIA LOGISTICS DISTRIBUTION, LP; NEOVIA LOGISTICS SERVICES, LLC;
9 and/or DOES have knowingly and intentionally failed to comply with Labor Code section
10 1174. The failure of NEOVIA LOGISTICS DISTRIBUTION, LP; NEOVIA LOGISTICS
11 SERVICES, LLC; and/or DOES, and each of them, to comply with Labor Code section
12 1174 is unlawful pursuant to Labor Code section 1175.

13 118. NEOVIA LOGISTICS DISTRIBUTION, LP; NEOVIA LOGISTICS SERVICES, LLC;
14 and/or DOES failed to maintain accurate time records - as required by IWC Wage Order
15 No. 4-2001(7), and Cal. Code Regs., Title 8 section 11090 - showing, among other things,
16 when the employee begins and ends each work period, the total daily hours worked in
17 itemized wage statements, total wages, bonuses and/or incentives earned, and all
18 deductions made.

19 119. NEOVIA LOGISTICS DISTRIBUTION, LP; NEOVIA LOGISTICS SERVICES, LLC;
20 and/or DOES have knowingly and intentionally failed to provide Plaintiff and the Class
21 members with accurate itemized wage statements which show: "(1) gross wages earned,
22 (2) total hours worked by the employee, . . . (4) all deductions, provided that all deductions
23 made on written orders of the employee may be aggregated and shown as one item, (5) net
24 wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the
25 name of the employee and only the last four digits of his or her social security number or
26 an employee identification number other than a social security number, (8) the name and
27 address of the legal entity that is the employer and, if the employer is a farm labor

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1 contractor, as defined in subdivision (b) of Section 1682, the name and address of the legal
2 entity that secured the services of the employer, and (9) all applicable hourly rates in effect
3 during the pay period and the corresponding number of hours worked at each hourly rate
4 by the employee[.]” Labor Code section 226(a).

5 120. As a direct result of NEOVIA LOGISTICS DISTRIBUTION, LP; NEOVIA LOGISTICS
6 SERVICES, LLC; and/or DOES unlawful acts, Plaintiff and the Class she intends to
7 represent have been damaged and are entitled to recovery of such amounts, plus interest
8 thereon, attorneys’ fees, and costs, pursuant to Labor Code section 226.

9 121. WHEREFORE, Plaintiff and the Class she seeks to represent request relief as described
10 below.

11 **SIXTH CAUSE OF ACTION AGAINST NEOVIA LOGISTICS DISTRIBUTION,**
12 **LP; NEOVIA LOGISTICS SERVICES, LLC; AND/OR DOES: Failure to Pay All**
13 **Wages Due at the Time of Termination from Employment (Lab. Code §§ 201-203)**

14 122. Plaintiff and those similarly situated Class members hereby incorporate by reference each
15 and every other paragraph in this Complaint herein as if fully plead.

16 123. Plaintiff HILLARY HICKS terminated her employment with NEOVIA LOGISTICS
17 DISTRIBUTION, LP; NEOVIA LOGISTICS SERVICES, LLC; and/or DOES.

18 124. Whether Plaintiff HILLARY HICKS voluntarily or involuntarily terminated his
19 employment with NEOVIA LOGISTICS DISTRIBUTION, LP; NEOVIA LOGISTICS
20 SERVICES, LLC; and/or DOES, Defendants and/or DOES did not timely pay her straight
21 time wages owed at the time of her termination.

22 125. Whether Plaintiff HILLARY HICKS voluntarily or involuntarily terminated his
23 employment with NEOVIA LOGISTICS DISTRIBUTION, LP; NEOVIA LOGISTICS
24 SERVICES, LLC; and/or DOES, Defendants and/or DOES did not timely pay her overtime
25 wages owed at the time of her termination.

26 126. Whether Plaintiff HILLARY HICKS voluntarily or involuntarily terminated his
27 employment with NEOVIA LOGISTICS DISTRIBUTION, LP; NEOVIA LOGISTICS
28 SERVICES, LLC; and/or DOES, Defendants and/or DOES did not timely pay her meal

1 and/or rest period premiums owed at the time of her termination.

2 127. Numerous members of the Class are no longer employed by NEOVIA LOGISTICS
3 DISTRIBUTION, LP; NEOVIA LOGISTICS SERVICES, LLC; and/or DOES. They were
4 either fired or quit NEOVIA LOGISTICS DISTRIBUTION, LP's; NEOVIA LOGISTICS
5 SERVICES, LLC's; and/or DOES' employ. NEOVIA LOGISTICS DISTRIBUTION, LP;
6 NEOVIA LOGISTICS SERVICES, LLC; and/or DOES did not pay all timely wages owed
7 at the time of their termination. NEOVIA LOGISTICS DISTRIBUTION, LP; NEOVIA
8 LOGISTICS SERVICES, LLC; and/or DOES did not pay all premium wages owed at the
9 time of their termination.

10 128. Labor Code section 203 provides that, if an employer willfully fails to pay, without
11 abatement or reduction, in accordance with Labor Code sections 201, 201.5, 202 and 205.5,
12 any wages of an employee who is discharged or who quits, the wages of the employee shall
13 continue at the same rate, for up to thirty (30) days from the due date thereof, until paid or
14 until an action therefore is commenced.

15 129. NEOVIA LOGISTICS DISTRIBUTION, LP; NEOVIA LOGISTICS SERVICES, LLC;
16 and/or DOES failed to pay Plaintiff HILLARY HICKS a sum certain at the time of her
17 termination or within seventy-two (72) hours of her resignation and have failed to pay those
18 sums for thirty (30) days thereafter. Pursuant to the provisions of Labor Code section 203,
19 Plaintiff HILLARY HICKS is entitled to a penalty in the amount of her daily wage,
20 multiplied by thirty (30) days.

21 130. When Plaintiff and those members of the Class who are former employees of NEOVIA
22 LOGISTICS DISTRIBUTION, LP; NEOVIA LOGISTICS SERVICES, LLC; and/or
23 DOES separated from Defendants 's and/or DOES' employ, Defendants and/or DOES
24 willfully failed to pay all straight time wages, overtime wages, meal period premiums,
25 and/or rest period premiums owed at the time of termination.

26 131. NEOVIA LOGISTICS DISTRIBUTION, LP; NEOVIA LOGISTICS SERVICES, LLC;
27 and/or DOES failure to pay said wages to Plaintiff HILLARY HICKS and members of the

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1 Class she seeks to represent, was willful in that NEOVIA LOGISTICS DISTRIBUTION,
2 LP; NEOVIA LOGISTICS SERVICES, LLC; and/or DOES and each of them knew the
3 wages to be due, but failed to pay them.

4 132. As a consequence of NEOVIA LOGISTICS DISTRIBUTION, LP's; NEOVIA
5 LOGISTICS SERVICES, LLC's; and/or DOES' willful conduct in not paying wages owed
6 at the time of separation from employment, Plaintiff HILLARY HICKS and members of
7 the proposed Class are entitled to thirty (30) days' worth of wages as a penalty under Labor
8 Code section 203, together with interest thereon and attorneys' fees and costs.

9 133. WHEREFORE, Plaintiff and the Class she seeks to represent request relief as described
10 below.

11 **SEVENTH NINTH CAUSE OF ACTION AGAINST NEOVIA LOGISTICS**
12 **DISTRIBUTION, LP; NEOVIA LOGISTICS SERVICES, LLC; AND/OR DOES:**
13 **Violation of Unfair Competition Law (California Bus. & Prof. Code, § 17200, et seq.)**

14 134. Plaintiff and those similarly situated Class members hereby incorporate by reference each
15 and every other paragraph in this Complaint herein as if fully plead.

16 135. NEOVIA LOGISTICS DISTRIBUTION, LP; NEOVIA LOGISTICS SERVICES, LLC;
17 and/or DOES failure to pay all straight time and overtime wages earned, failure to provide
18 compliant meal and/or rest breaks and/or compensation in lieu thereof, failure to itemize
19 and keep accurate records, failure to pay all wages due at time of termination, as alleged
20 herein, constitutes unlawful activity prohibited by California Business and Professions
21 Code section 17200, et seq.

22 136. The actions of NEOVIA LOGISTICS DISTRIBUTION, LP; NEOVIA LOGISTICS
23 SERVICES, LLC; and/or DOES in failing to pay Plaintiff and members of the proposed
24 Class in a lawful manner, as alleged herein, constitutes false, unfair, fraudulent and
25 deceptive business practices, within the meaning of California Business and Professions
26 Code section 17200, et seq.

27 137. Plaintiff is entitled to an injunction and other equitable relief against such unlawful
28 practices in order to prevent future damage, for which there is no adequate remedy at law.

1 and to avoid a multiplicity of lawsuits. Plaintiff brings this cause individually and as
2 members of the general public actually harmed and as a representative of all others subject
3 to NEOVIA LOGISTICS DISTRIBUTION, LP; NEOVIA LOGISTICS SERVICES, LLC;
4 and/or DOES unlawful acts and practices.

5 138. As a result of their unlawful acts, NEOVIA LOGISTICS DISTRIBUTION, LP; NEOVIA
6 LOGISTICS SERVICES, LLC; and/or DOES have reaped and continue to reap unfair
7 benefits at the expense of Plaintiff and the proposed Class she seeks to represent. NEOVIA
8 LOGISTICS DISTRIBUTION, LP; NEOVIA LOGISTICS SERVICES, LLC; and/or
9 DOES should be enjoined from this activity and made to disgorge these ill-gotten gains
10 and restore Plaintiff and the members of the proposed Class pursuant to Business and
11 Professions Code section 17203. Plaintiff is informed and believes, and thereon alleges,
12 that Defendants and/or DOES are unjustly enriched through their policy of not all wages
13 owed to Plaintiff and members of the proposed Class.

14 139. Plaintiff is informed and believes, and thereon alleges, that Plaintiff and members of the
15 proposed class are prejudiced NEOVIA LOGISTICS DISTRIBUTION, LP; NEOVIA
16 LOGISTICS SERVICES, LLC; and/or DOES unfair trade practices.

17 140. As a direct and proximate result of the unfair business practices of NEOVIA LOGISTICS
18 DISTRIBUTION, LP; NEOVIA LOGISTICS SERVICES, LLC; and/or DOES, and each
19 of them, Plaintiff, individually and on behalf of all employees similarly situated, are
20 entitled to equitable and injunctive relief, including full restitution and/or disgorgement of
21 all wages and premium pay which have been unlawfully withheld from Plaintiff and
22 members of the proposed Class as a result of the business acts and practices described
23 herein and enjoining NEOVIA LOGISTICS DISTRIBUTION, LP; NEOVIA LOGISTICS
24 SERVICES, LLC; and/or DOES from engaging in the practices described herein.

25 141. The illegal conduct alleged herein is continuing, and there is no indication that NEOVIA
26 LOGISTICS DISTRIBUTION, LP; NEOVIA LOGISTICS SERVICES, LLC; and/or
27 DOES will cease and desist from such activity in the future. Plaintiff alleges that if

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1 NEOVIA LOGISTICS DISTRIBUTION, LP; NEOVIA LOGISTICS SERVICES, LLC;
2 and/or DOES are not enjoined from the conduct set forth in this Complaint, they will
3 continue the unlawful activity discussed herein.

4 142. Plaintiff further requests that the Court issue a preliminary and permanent injunction
5 prohibiting NEOVIA LOGISTICS DISTRIBUTION, LP; NEOVIA LOGISTICS
6 SERVICES, LLC; and/or DOES from continuing to not pay Plaintiff and the members of
7 the proposed Class overtime wages as discussed herein.

8 143. WHEREFORE, Plaintiff and the Class she seeks to represent request relief as described
9 below.

10 **V. PRAYER FOR RELIEF**

11 WHEREFORE, Plaintiff prays for judgment as follows:

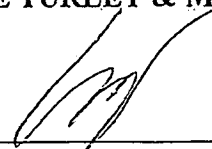
- 12 A. That the Court determine that this action may be maintained as a class action;
- 13 B. For compensatory damages, in an amount according to proof at trial, with interest
14 thereon;
- 15 C. For economic and/or special damages in an amount according to proof with interest
16 thereon;
- 17 D. For unpaid straight time and overtime wages, in an amount according to proof at trial,
18 with interest thereon;
- 19 E. For compensation for all time worked;
- 20 F. For compensation for not being provided paid rest breaks;
- 21 G. For compensation for not being provided paid meal periods;
- 22 H. For damages and/or monies owed for failure to comply with itemized employee wage
23 statement provisions;
- 24 I. For all waiting time penalties owed;
- 25 J. That Defendants be found to have engaged in unfair competition in violation of sections
26 17200 et seq. of the California Business and Professions Code;
- 27 K. That Defendants be ordered and enjoined to make restitution to the Class due to their
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- unfair competition, including disgorgement of their wrongfully withheld wages pursuant to California Business and Professions Code sections 17203 and 17204;
- L. That an order of specific performance of all penalties owed be issued under Business and Professions Code sections 17202;
 - M. That Defendants be enjoined from continuing the illegal course of conduct, alleged herein;
 - N. That Defendants further be enjoined to cease and desist from unfair competition in violation of section 17200 et seq. of the California Business and Professions Code;
 - O. That Defendants be enjoined from further acts of restraint of trade or unfair competition;
 - P. For attorneys' fees;
 - Q. For interest accrued to date;
 - R. For costs of suit and expenses incurred herein; and
 - S. For any such other and further relief as the Court deems just and proper.

Dated:

THE TURLEY & MARA LAW FIRM, APLC



William Turley, Esq.
David Mara, Esq.
Jill Vecchi, Esq.
Matthew Crawford, Esq.
Representing Plaintiff HILLARY HICKS
on behalf of herself, all others similarly situated,
and on behalf of the general public.

ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Neovia Logistics Hit with Class Action Over Alleged Time Shaving, Unpaid Wages](#)
