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11 Plaintiff Freida King-Girod

12 IN THE UNITED STATES DISTRICT COURT
13 FOR THE CENTRAL DISTRICT OF CALIFORNIA

14 FREIDA KING-GIROD, on behalf of herself
15 and all others similarly situated,

16 Plaintiff,

17 v.

18 CITY OF TORRANCE; and DOES 1-20,

19 Defendants.

Civil Case Number: _____

**COLLECTIVE AND CLASS ACTION
COMPLAINT FOR VIOLATIONS OF:**
(1) FAIR LABOR STANDARDS ACT;
(2) CALIFORNIA LABOR CODE;
AND
(3) CALIFORNIA INDUSTRIAL
WELFARE COMMISSION WAGE
ORDERS

JURY TRIAL DEMANDED

FLSA Wages and Overtime
29 U.S.C. §§ 206, 207, 215, 216(b)

20 Plaintiff Freida King-Girod ("Plaintiff"), on behalf of herself and all others similarly
21 situated and all others who consent to become party plaintiffs, alleges as follows:

NATURE OF THE CASE

22 1. Plaintiff was employed as a bus operator by the City of Torrance (hereinafter
23 "Defendant") and seeks to represent other current and former employees in this collective and
24 class action against Defendant alleging that Defendant has engaged in an unlawful pattern and
25 practice of failing to pay its bus operators for all compensable work performed by such
26
27
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1 employees at the proper rate of pay, including minimum wage and overtime pay, in violation
2 of the Federal Fair Labor Standards Act ("FLSA"), 29 U.S.C. § 201 *et seq.*, the California
3 Labor Code, and California Industrial Wage Order No. 9 ("IWC Order No. 9"). This lawsuit
4 to enforce non-waivable statutory rights seeks damages resulting from Defendant's failure to
5 properly pay its bus operators (hereinafter "Operators") for time spent on activities that are
6 necessary and integral to these employees' principal duties, and that is incurred under the
7 control of Defendant and required by Defendant for the benefit and convenience of
8 Defendant. Plaintiff seeks declaratory and injunctive relief, compensation for all
9 uncompensated work, liquidated and/or other damages as permitted by applicable law,
10 premium pay, penalties, interest, attorneys' fees, and costs.

11 JURISDICTION AND VENUE

12 2. The FLSA authorizes private rights of action to recover damages for violations
13 of the FLSA's wage and hour provisions. 29 U.S.C. § 216(b). This Court has federal
14 question jurisdiction pursuant to 28 U.S.C. § 1331. This Court has supplemental jurisdiction
15 over the California state law claims because they are so related to this action that they form
16 part of the same case or controversy under Article III of the United States Constitution.

17 3. Venue is proper in the Central District of California pursuant to 28 U.S.C.
18 § 1391 because Defendant City of Torrance is a public entity with its principal place of
19 business in the City of Torrance, within the County of Los Angeles, and some or all of the
20 actions alleged herein occurred within the Central District of California.

21 PARTIES

22 4. Plaintiff Freida King-Girod was employed by Defendant as an Operator. She
23 sues on her own behalf, and as class representative on behalf of similarly situated Operators
24 who are or were employed by Defendant within the applicable statute of limitations periods.
25 A true and correct copy of an executed "Consent to Become Party Plaintiff" is attached hereto
26 as Exhibit A. Plaintiff will file additional Consents to Become Party Plaintiff executed by
27 similarly situated Operators as they are secured.

28 5. Defendant City of Torrance operates a public transportation system. Its

1 principal place of business is in Torrance, California.

2 6. The true names and capacities, whether individual, corporate, associate or
3 otherwise, of each of the Defendants designated herein as DOES are unknown to Plaintiff at
4 this time and therefore said Defendants are sued by such fictitious names. Plaintiff will
5 amend this Complaint to show their true names and capacities when ascertained. Plaintiff is
6 informed and believes and thereon alleges that each Defendant designated herein as a DOE
7 defendant is legally responsible in some manner for the events and happenings herein alleged
8 and in such manner proximately caused damages to Plaintiff as hereinafter further alleged.

9 7. Plaintiff is informed and believes and thereon alleges that each of the
10 Defendants were acting as the agent, employee, partner, or servant of each of the remaining
11 Defendants and was acting within the course and scope of that relationship, and gave consent
12 to, ratified, and authorized the acts alleged herein to each of the remaining Defendants.

13 **FACTS COMMON TO ALL CAUSES OF ACTION**

14 8. In violation of the terms of federal law and California law, Defendant has at all
15 material times failed and refused to pay its Operators for all compensable time, including but
16 not limited to: (1) mandatory meetings, (2) the differential between scheduled run times and
17 actual run times, (3) time spent turning in various documents, (4) time spent reviewing
18 documents, and (5) any applicable overtime due for such compensable time, as alleged more
19 fully below.

20 9. Meeting Time. Defendant requires Operators to attend mandatory meetings
21 while employed by Defendant, including trainings, safety meetings, and meetings with
22 supervisors to discuss various items related to Defendant's business. The time that Operators
23 spend in connection with such meetings is called "meeting time" in this Complaint.

24 10. This meeting time is caused by Defendant's requirement and is for the
25 convenience/benefit of Defendant only.

26 11. Despite the requirements of federal law and California law, Defendant has
27 failed to pay Operators for all meeting time actually incurred, and has failed to pay Operators
28 for meeting time at one-and-one-half (1.5) times the regular rate of pay (*i.e.*, time-and-a-half)

1 when such time causes total hours worked to exceed forty (40) hours in a week and/or eight
2 (8) hours in a day.

3 12. Routinely Late Time. Defendant commonly schedules “runs” that routinely
4 arrive at their end points after the scheduled arrival time. Defendant has created and
5 maintained time-consuming procedures for Operators to claim wages for the differential
6 between the scheduled run time and the actual run time (a differential referred to hereinafter
7 as “routinely late” time), in order to discourage Operators from claiming wages for such time
8 and allow Defendant to never pay for such unclaimed work time.

9 13. This routinely late time is caused by Defendant’s route and scheduling
10 decisions and is for the convenience and benefit of Defendant only.

11 14. Despite the requirements of federal law and California law, Defendant has
12 failed to pay Operators for all routinely late time actually incurred, and has failed to pay
13 Operators for routinely late time at one-and-one-half (1.5) times the regular rate of pay (*i.e.*,
14 time-and-a-half) when such time causes total hours worked to exceed forty (40) hours in a
15 week and/or eight (8) hours in a day.

16 15. Turn-in Time. Operators are required to turn in various documents at the end
17 of their day’s assignment. This type of activity is referred to hereinafter as “turn-in time.”

18 16. Despite the requirements of federal law and/or California law, Defendant has
19 failed to pay Operators for all turn-in time actually incurred and Defendant has failed and
20 refused to pay Operators for turn-in time at one-and-a-half (1.5) times their regular rate of pay
21 (time-and-a-half) when such time causes their total hours worked to exceed forty (40) hours in
22 a week and/or eight (8) hours in a day.

23 17. Document Review Time. Defendant requires Operators to review various
24 documents while employed by Defendant. The time that Operators spend in order to review
25 such documents is referred to in the Complaint as “document review time.”

26 18. Despite the requirements of federal law and/or California law, Defendant has
27 failed and refused to pay Operators for all Document Review Time actually incurred, and has
28 failed and refused to pay Operators for Document Review Time at one and one half (1.5)

1 times their regular rate of pay (time-and-a-half) when such time causes total hours worked to
2 exceed forty (40) hours in a week.

3 19. Time Records. Defendant does not keep accurate records of the actual amount
4 of Operators' above-referenced meeting time, routinely late time, turn-in time, and document
5 review time, despite the fact that such time is necessary and integral to these employees'
6 principal duties, and is incurred under the control of Defendant and required by Defendant for
7 the benefit and convenience of Defendant, including being required by Defendant's route and
8 scheduling decisions. Defendant's breach of its obligation to keep accurate records of such
9 compensable time has resulted in a lack of accurate records to show exactly how much
10 compensable time Operators have spent in such time. Plaintiff is unable to state with
11 precision the amount of such time for which Operators are uncompensated, but can reasonably
12 estimate this time based on a review of documents that are in Defendant's sole and exclusive
13 possession. Plaintiff will establish good faith estimates of the amount of her uncompensated
14 compensable time and damages after completing discovery and analyzing Defendant's
15 evidence.

16 20. Defendant's willful refusal. Defendant has continuously failed to correct the
17 violations described herein. Operators have accordingly been deprived of their legally
18 mandated compensation for compensable time, due to Defendant's willful refusal to pay
19 Operators for all of their compensable time at their proper rate of pay.

20 **COLLECTIVE AND CLASS ACTION ALLEGATIONS**

21 21. Plaintiff brings the First Cause of Action (for violations of the FLSA) as an
22 "opt-in" collective action pursuant to Section 16(b) of the FLSA, 29 U.S.C. § 216(b) on behalf
23 of herself and a proposed collection of similarly situated individuals defined as follows, and
24 hereinafter referred to as the "FLSA Collection":

25 All individuals who are currently employed, or formerly have been employed,
26 by Defendant(s) as an Operator or in an equivalent position at any time on or
27 after the date three (3) years prior to the filing of this complaint.

28 22. Plaintiff, on behalf of herself and on behalf of other similarly situated

1 Operators defined above, seeks relief on a collective basis challenging Defendant's policy and
2 practice of failing to pay for all hours worked plus applicable overtime and failing to
3 accurately record all hours worked. Named Plaintiff and the FLSA Collection are similarly
4 situated, have performed substantially similar duties for Defendant, and are uniformly subject
5 to and are currently being subjected to Defendant's uniform, class-wide payroll practices,
6 including the policy of and practice of not compensating Operators for compensable time as
7 described herein. The number and identity of other similarly situated persons yet to opt-in and
8 consent to be Party Plaintiffs may be determined from the records of Defendant, and potential
9 opt-ins may be easily and quickly notified of the pendency of this action.

10 23. The names and addresses of the individuals who comprise the FLSA Collection
11 are available from Defendant. Accordingly, Plaintiff herein prays for an Order requiring
12 Defendant to provide the names and all available locating information for all members of the
13 FLSA Collection, so notice can be provided regarding the pendency of this action, and of such
14 individuals' right to opt-in to this action as Party Plaintiffs.

15 24. Plaintiff brings the Second Cause of Action as an "opt-out" class action, on
16 behalf of herself and a proposed collection of similarly situated individuals defined initially as
17 follows, and hereinafter referred to as the "California Class":

18 All individuals who are currently employed, or formerly have been employed,
19 by Defendant(s) as an Operator or in an equivalent position in California at any
20 time on or after October 14, 2011.

21 Excluded from the class are anyone employed by counsel for Plaintiff in this action, and any
22 Judge to whom this action is assigned and his or her immediate family members.

23 25. Numerosity. Defendant has employed hundreds of individuals as Operators
24 during the relevant time periods.

25 26. Existence and Predominance of Common Questions. Common questions of
26 law and/or fact exist as to the members of the proposed classes and, in addition, common
27 questions of law and/or fact predominate over questions affecting only individual members of
28 the proposed classes. The common questions include the following:

- a. Whether Defendant's policy and practice of not compensating its Operators for all working time, including but not limited to meeting time, routinely late time, and turn-in time violates federal law and California law;
- b. Whether the class members are entitled to unpaid wages and other relief;
- c. Whether Defendant's affirmative defenses, if any, raise common issues of fact or law as to Plaintiff and the class members; and
- d. Whether Plaintiff and the proposed classes are entitled to damages and equitable relief, including, but not limited to, a preliminary and/or permanent injunction, and if so, the proper measure and formulation of such relief.

27. Typicality. Plaintiff's claims are typical of the claims of the proposed classes. Defendant's common course of conduct in violation of law as alleged herein has caused Plaintiff and the proposed classes to sustain the same or similar injuries and damages. Plaintiff's claims are therefore representative of and co-extensive with the claims of the proposed classes.

28. Adequacy. Plaintiff is an adequate representative of the proposed classes because her interests do not conflict with the interests of the members of the classes she seeks to represent. Plaintiff has retained counsel competent and experienced in class action litigation, and Plaintiff intends to prosecute this action vigorously. Plaintiff and her counsel will fairly and adequately protect the interests of members of the proposed classes.

29. Superiority. The class action is superior to other available means for the fair and efficient adjudication of this dispute. The injury suffered by each member of the proposed classes, while meaningful on an individual basis, is not of such magnitude as to make the prosecution of individual actions against Defendant economically feasible. Individualized litigation increases the delay and expense to all parties and the court system presented by the legal and factual issues of the case. By contrast, the class action device presents far fewer management difficulties and provides the benefits of single adjudication, economies of scale, and comprehensive supervision by a single court.

1 30. In the alternative, the proposed classes may be certified because:

- 2 a. the prosecution of separate actions by the individual members of the
- 3 proposed classes would create a risk of inconsistent or varying adjudication
- 4 with respect to individual members of the proposed classes that would
- 5 establish incompatible standards of conduct for Defendant; and
- 6 Defendant has acted and/or refused to act on grounds generally applicable
- 7 to the proposed classes, thereby making appropriate final and injunctive
- 8 relief with respect to members of the proposed classes as a whole.

9 **FIRST CAUSE OF ACTION**

10 **Violations of the Fair Labor Standards Act**

11 **(By the FLSA Collection)**

12 31. Plaintiff incorporates by reference all paragraphs above as if fully set forth

13 herein.

14 32. At all material times, Plaintiff and all similarly situated Operators who submit

15 Consents to Become Party Plaintiffs are or were employed by and engaged in providing

16 services necessary to the transport of passengers by Defendant, and have been entitled to the

17 rights, protections, and benefits provided under the FLSA, 29 U.S.C. §§ 201 *et seq.*

18 33. The FLSA requires, among other things, that employers pay employees the

19 minimum wage for all time worked plus overtime. 29 U.S.C. §§ 206, 207, 215.

20 34. At all material times, meeting time, routinely late time, and turn-in time, as

21 described above, is necessarily and directly related to the principal activities of the Operators'

22 duties, and thus constitutes compensable time under the FLSA and is subject to the FLSA's

23 overtime requirements. 29 C.F.R. § 785.38.

24 35. At all material times, Defendant has violated the FLSA by failing to pay

25 Operators for all compensable work time, including but not limited to meeting time, turn-in

26 time, document review time, and/or routinely late time, plus applicable overtime.

27 36. At all material times, Defendant has violated the FLSA by failing to pay

28 Operators at one-and-one-half (1.5) times the regular rate of pay when meeting time, routinely

1 late time, and turn-in time causes an Operator's total hours worked to exceed forty (40) hours
2 in a week.

3 37. Defendant has also violated the FLSA by failing to keep required, accurate
4 records of all hours worked by its Operators. 29 U.S.C. § 211(c).

5 38. Plaintiff and all similarly situated employees are victims of a uniform and
6 entity-wide compensation policy. This uniform policy, in violation of the FLSA, has been
7 applied to all Operators employed by Defendant.

8 39. Plaintiff and all similarly situated individuals are entitled to damages equal to
9 the mandated pay and overtime premium pay within the three (3) years preceding the filing of
10 this Complaint, plus periods of equitable tolling, because Defendant acted willfully and knew
11 or showed reckless disregard of whether their conduct was prohibited by the FLSA.

12 40. Defendant has acted neither in good faith nor with reasonable grounds to
13 believe that their actions and omissions were not a violation of the FLSA. Plaintiff and other
14 similarly situated individuals are entitled to recover an award of liquidated damages in an
15 amount equal to the amount of unpaid compensation, including overtime pay, and/or
16 prejudgment interest at the applicable rate. 29 U.S.C. § 216(b).

17 41. As a result of violations of the FLSA's minimum wage and overtime pay
18 provisions, Defendant has unlawfully withheld compensation from Plaintiff and all similarly
19 situated individuals. Defendant is liable for unpaid compensation, together with an amount
20 equal as liquidated damages, attorneys' fees and costs of this action. 29 U.S.C. § 216(b).

21 **SECOND CAUSE OF ACTION**

22 **Failure to Pay All Straight Time Hours Worked in Violation of Wage Order No. 9**

23 **and/or California Labor Code § 1194**

24 **(By the California Class)**

25 42. Plaintiff incorporates by reference the above listed paragraphs as if fully set
26 forth herein.

27 43. Plaintiff and the proposed California Class have been required by Defendant to
28 work off-the-clock without compensation, in the form of meeting time, turn-in time, document

1 review time, and routinely late time, as described above, which is compensable work time,
2 and Defendant is required by law to pay Operators for this time. By failing to compensate
3 Operators for all hours worked, Defendant has violated Wage Order No. 9 and/or California
4 Labor Code § 1194.

5 44. Pursuant to the Wage Order No. 9 and/or California Labor Code §§ 1194 and
6 1198, Plaintiff and the proposed California Class are entitled to recover in a civil action the
7 unpaid balance of the full amount of straight time owed to them, including interest thereon,
8 plus reasonable attorneys' fees and costs.

9 **PRAYER FOR RELIEF**

10 WHEREFORE, Plaintiff prays for relief as follows:

- 11 a) For an order certifying that the First Cause of Action of this Complaint may be
12 maintained as a collective action pursuant to 29 U.S.C. § 216(b) and requiring that
13 Defendant identify all members of the FLSA Collection and to provide all locating
14 information for members of the FLSA Collection, and to provide notice to all
15 members of the FLSA Collection apprising them of the pendency of this action and
16 their opportunity to file Consents to Become Party Plaintiff thereto.
- 17 b) For an order certifying that the Second Cause of Action of this Complaint may be
18 maintained as a class action on behalf of a class as defined herein, pursuant to Rule
19 23 of the Federal Rules of Civil Procedure, and that notice of the pendency of this
20 action be provided to members of the California Class;
- 21 c) For an order designating Plaintiff as class representative for both the FLSA and
22 California state law claims and Plaintiff's attorneys as counsel for both the FLSA
23 Collection and the proposed classes;
- 24 d) For an order awarding Plaintiff, the FLSA Collection, and the California Class
25 compensatory damages and statutory damages (including liquidated damages on
26 the FLSA claim), including unpaid wages, overtime compensation, and all other
27 sums of money owed, together with interest on these amounts;
- 28 e) For preliminary, permanent, and mandatory injunctive relief prohibiting

1 Defendant, its officers, and agents, from committing the violations of law herein
2 alleged in the future;

- 3 f) For a declaratory judgment that Defendant has violated the FLSA, California law,
4 and public policy as alleged herein;
- 5 g) For exemplary and punitive damages, as appropriate and available under each
6 cause of action, pursuant to California Civil Code § 3294;
- 7 h) For all unpaid overtime wages due to Plaintiff and each Class member;
- 8 i) For pre- and post-judgment interest;
- 9 j) For an award of any penalties that may be applied pursuant to Wage Order No. 9
10 and/or the California Labor Code as well as reasonable attorneys' fees as provided
11 by the FLSA, California Labor Code § 1194; California Code of Civil Procedure
12 § 1021.5; and/or other applicable law;
- 13 k) For all costs of suit; and
- 14 l) For such other and further relief as the Court deems just and proper.

15 DATED: February 2, 2015

Respectfully submitted,

16 THE TIDRICK LAW FIRM

17
18 By: 

19 STEVEN G. TIDRICK, SBN 224760

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Attorneys for Individual and Representative
Plaintiff Freida King-Girod

JURY DEMAND

Plaintiff in the above-referenced action, on her own behalf and on behalf of all persons she seeks to represent, hereby demands a trial by jury on all counts.

DATED: February 2, 2015

Respectfully submitted,

THE TIDRICK LAW FIRM

By:



STEVEN G. TIDRICK, SBN 224760


THE TIDRICK LAW FIRM
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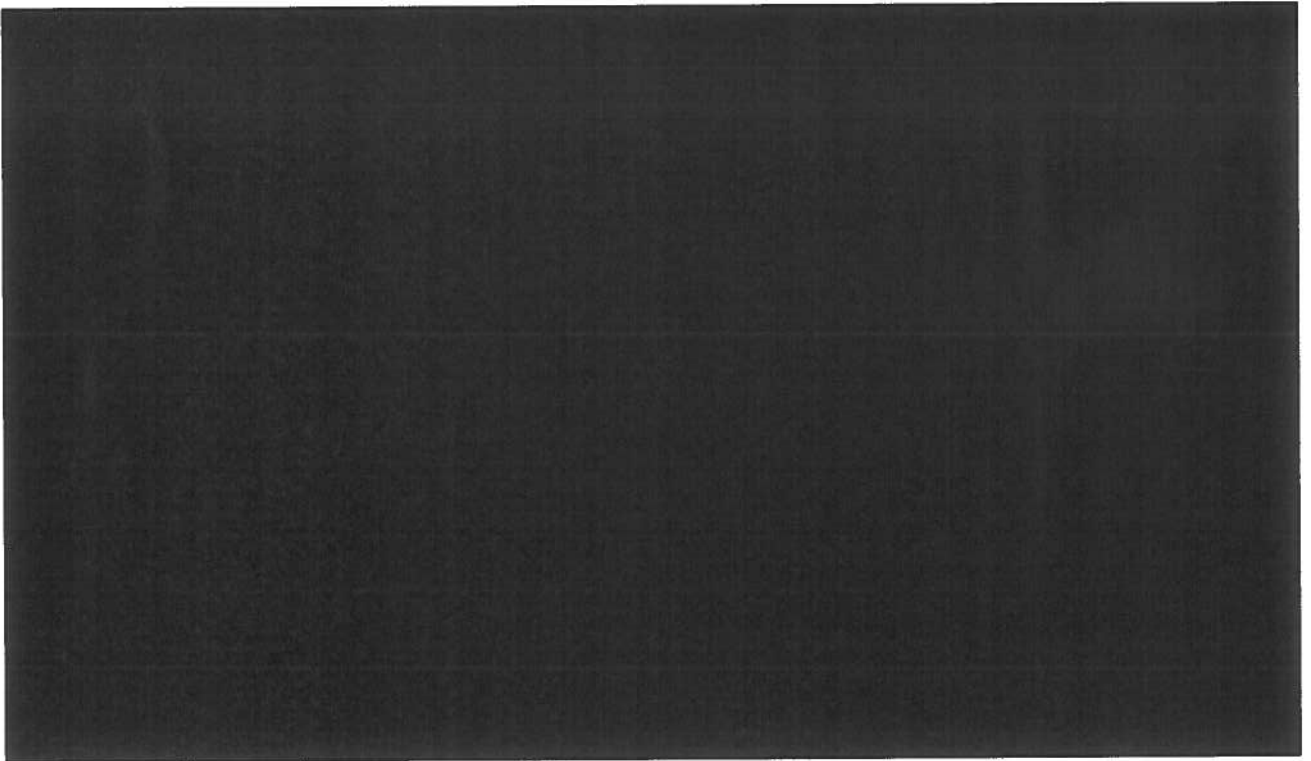
Exhibit A

CONSENT TO BECOME PARTY PLAINTIFF

I, am or have been, currently or formerly employed by the City of Torrance (hereinafter "Defendant") as a bus operator, and I hereby consent to be a party plaintiff in such action arising under the Fair Labor Standards Act against Defendant regarding Defendant's failure to fully compensate me for all compensable work time. I hereby authorize the Tidrick Law Firm to represent me before any court or agency on such claims.

Date: 9.17.14 By: 
Signature

Print name: Mada King-Girod



REDACTED