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SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF ALAMEDA

LAVON GODFREY and GARY GILBERT, on behalf of themselves and all others similarly situated,

Plaintiffs,

v.

OAKLAND PORT SERVICES CORP. d/b/a AB Trucking, and DOES 1 through 20, inclusive,

Defendants.

Case No. RG08379099

~~[PROPOSED]~~ STATEMENT OF DECISION AND JUDGMENT

Trial Dates: February 14-22, 2012
March 12, 2012
Dept.: 20
Judge: Hon. Robert B. Freedman

I. FACTUAL AND PROCEDURAL BACKGROUND

A. Procedural posture

Plaintiffs Lavon Godfrey and Gary Gilbert, on behalf of themselves and the Class ("Plaintiffs") against AB Trucking ("AB")[1] filed Complaint in this wage and hour class action suit in March 2008. The operative Second Amended Complaint was filed on September 20, 2010 ("SAC"). The suit alleged violations of the California Labor Code ("Labor Code") and Unfair Business Practices (Business & Professions Code §§17200, et seq., "UCL") containing eight causes of action: 1) Unfair Business Practices (Business & Professions Code §§17200, et seq., "UCL"); 2) Failure to Pay for All Hours Worked (Labor Code §§510, 1182.12, and 1194; IWC[2] Wage Order No. 9, §4); 3) Failure to Pay for Any Hours Worked Due to Misclassification of Employment Status (Labor Code §§510, 1182.12 and 1194; IWC Wage Order No. 9, §4; 4) Failure to Pay Overtime (Labor Code §§510 and 1194; IWC Wage Order No. 9, §3); 5) Failure to Pay Living Wage (Oakland City Charter §728) ("OLW"); 6) Failure to Provide Meal and/or Rest Periods (Labor Code §§226.7 and 512; IWC Wage Order No. 9); 7) Failure to Pay Wages Owing at Discharge or Quitting (Labor Code §§201, 202 and 203); and 8) Failure to Provide Accurate Itemized Wage Statements (Labor Code §226). The fourth cause of action for failure to pay overtime was dismissed by Plaintiffs during trial, leaving seven causes of action and eliminating the need for the Overtime Subclass.

Plaintiffs are truck driver employees of AB who primarily drove trucks owed by their employer back and forth to the Port of Oakland from AB's yard located in the general Port Area. Drivers also drove loads to customer locations in the greater San Francisco Bay Area, and, on occasion, to locations throughout California.

The Court certified the following Class in December 2010 of drivers ("Drivers" or "Class"):

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[1] Reference herein to AB encompasses Oakland Port Services ("OPS") and Baymodal.

[2] "IWC" refers to the California Industrial Welfare Commission.

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> All drivers who performed work for Defendant out of its Oakland, California facility from the period of March 28, 2004 through the date of notice to the class [March 15, 2011] ("statutory period").

After completion of discovery and mediation that proved unsuccessful, the action was tried to the Court over several days in February 2012. On October 2, 2012, this Court issued its Notice of Intended Decision and Order ("NOID"). On October 12, 2012, AB filed a request for Statement of Decision. On November 2, 2012, Plaintiffs filed the first Proposed Statement of Decision.

On November 13, 2012, AB filed Objections to the Proposed Statement of Decision. On April 8, 2013, this Court issued its Order regarding Statement of Decision, Proposed Judgment and Claims Administration Issues. The parties appeared before the Court on May 10, 2013.

B. FACTS IN EVIDENCE

The Court will discuss the facts in evidence pertaining to causes of action two through three, and five. The other causes of action were either dismissed by Plaintiffs (fourth cause of action), or will be discussed later herein as the claims are derivative of other violations (first, seventh and eighth causes of action).

1. Failure to pay for all hours worked

Drivers testified they worked more than eight hours in a day, and at times AB management required drivers to clean AB's yard on weekends, holidays, or at other times when business was slow.[3] Drivers testified they typically worked more than eight hours each day, but that they were typically only paid for eight hours each day.

AB automatically deducted one hour's pay from each driver per each shift worked according to AB's designated person most qualified ("PMQ") on payroll and payroll processing, Maria Jovita (Jovi) Aboudi. Any time a driver worked over five hours in a day, there was always a deduction of one hour applied. The documentary evidence presented also reflected, on its face, deductions of one hour per each driver, per each shift of five hours or more worked, each day. No documentary evidence produced by AB reflected that the automatic one-hour deduction ever ceased.

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[3] At trial, eight drivers provided testimony: six Class members, including Plaintiffs Godfrey and Gilbert, as well as two drivers who had chosen to opt-out of the Class.

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AB alleged that the one-hour automatic deduction, and thus failure to pay at least minimum wage, was made because drivers received a one-hour, off-duty meal period. However, AB did not produce records of meal periods, pursuant to the applicable wage order, Industrial Welfare Commission Wage Order No. 9-2001 ("Wage Order 9"), subsection 7, that would have supported its position. AB offered no documentary evidence at trial showing meal periods received by drivers at any time during the statutory period.

Though there was no showing at trial that the automatic deduction of one hour ceased or changed in any way, there was some indication that AB made a change to its record-keeping policies after the filing of the lawsuit. But again, notwithstanding some indication of this in testimony, AB did not produce records of meal periods recorded (or received) by drivers for any time during the statutory period.

The evidence reflects that prior to May 2009, drivers did not receive one-hour, uninterrupted, off-duty meal period after every five hours worked (or at all). Post-May 2009, there is some evidence that drivers received at least 30-minute meal periods (if not one hour meal periods) when it was not "busy." However, despite these described changes to instruction or general awareness regarding meal periods, no evidence reflected AB ceased its automatic deduction policy and practice, nor that AB ceased discouraging or preventing drivers from receiving meal periods. Drivers were regularly paid for eight hours, though they had worked more than eight hours.

2. <u>Failure to pay for any hours worked due to misclassification</u>

AB misclassified drivers who were suffered or permitted to work as non-employees, or unpaid "trainees." Both AB's President, Bill Aboudi, and AB's PMQ admitted there was a subclass of drivers classified as non-employee trainees who were not paid at all for any hours worked. The payroll and timekeeping records confirmed AB had trainees who were not paid at all for any hours worked. Misclassified trainees were both those with Class A licenses at the time they worked for AB, but were not paid, and those without Class A licenses.

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3. OLW

Evidence was presented as to the number of drivers employed by AB during the statutory period. Evidence was also presented as to the wage rates earned by drivers during the statutory period. While many of the drivers received wages at a rate lower than that required by the OLW, as is discussed below, the record reflects insufficient evidence to support a finding that AB employed the requisite number of employees to be covered by OLW requirements.

4. Meal periods and rest breaks

Class member witnesses testified that no one at AB told them to take a half hour, uninterrupted, off-duty meal period, at least not until in mid-2009 when the dispatcher first indicated to them on single, isolated occasions that they should take a one hour lunch break.[4] Drivers testified that before 2009, though they were able to stop briefly (5-20 minutes at a time) to "grab" food, they were not allowed to take a lunch break and had to eat in the truck in line at the Port while turning the motor of their assigned vehicle on and off. After 2009, drivers were told to take a lunch break when it was not busy, but were often told it was "too late" in the shift to take a lunch. Both prior to 2009 and after, drivers presented evidence they were prevented from taking meal period because they were continuously dispatched.

Drivers were also prevented from taking meal periods because they could not leave their trucks when the line into the Port was not moving. Drivers were prevented from getting out of the line to pull over and eat because this would cause them to lose their place in line, in addition to the fact that there was no legal or safe area in which to to pull over.

Drivers were not told by AB to take rest breaks. Instead, drivers provided examples of when they had been interrupted when attempting to take a break. Some drivers were encouraged by AB to relieve themselves in a bottle, via a funnel in the case of one female driver, or a bucket, in the case of another female driver, rather than take the time to stop to use the restroom. Another driver testified she was chastised for taking a break to warm her food in the microwave kept in AB's office area.

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[4] The year 2009 is post-filing of the instant action, which was brought in March 2008.

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In addition, when drivers arrived at a customer location, they would often have to wait until their truck could be unloaded, and while the truck was being unloaded. This waiting requirement affected both their ability to take meal and rest periods.

Drivers never recorded taking a meal period, nor were they asked to do so. No evidence of recorded meal periods was provided. Drivers testified that they were never paid an hour of pay at their regular wage rate for having missed a meal period or a rest break. AB produced no evidence to the contrary.

II. DISCUSSION

A. FAILURE TO PAY FOR ALL HOURS WORKED

Wage Order 9, subsection (4)(B) provides: "Every employer shall pay to each employee, on the established payday for the period involved, not less than the applicable minimum wage *for all hours worked* in the payroll period, whether the remuneration is measured by time, piece, commission, or otherwise [emphasis added]." (See *Armenta v. Osmose, Inc.* (2005) 135 Cal.App.4th 314, 323-4.) Wage Order 9, subsection (2)(H) defines "hours worked" as "the time during which an employee is subject to the control of an employer, and includes all the time the employee is suffered or permitted to work, whether or not required to do so." (See *Morillion v. Royal Packing* (2000) 22 Cal.4th 575, 582.) "The "suffered or permitted to work" language does not limit whether time spent "subject to the control of an employer" is compensable." (*Id.*; see e.g., *Martinez v. Combs* ("*Martinez*") (2010) 49 Cal.4th 35, 69.)

Based on the testimony of AB's PMQ, the documentary evidence and testimony of drivers, AB consistently failed to pay for all hours worked because it deducted one hour per day from each employee. This deduction took place, even though the driver did not receive a one hour meal period. As a result of AB's default practice and policy of automatically deducting one hour's pay from each driver per each shift worked, drivers worked an hour each day for which they were not paid.

B. FAILURE TO PAY EMPLOYEES CLASSIFIED AS TRAINEES

Wage Order 9, subsection (4)(B) applies to this claim as well as the all hours worked claim. (See also *Morillion*, 22 Cal.4th at p. 582; *Martinez,* 49 Cal.4th at p. 69.) In addition,

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several sections of the Labor Code prohibit the waiver of wage claims or payment at any rate less than the minimum wage. (See e.g., Labor Code §§ 206.5, 219, 1194, 2802, 2804.)

The Class presented compelling evidence as to this claim. The evidence reflected that AB misclassified drivers who were suffered or permitted to work as non-employees, or unpaid "trainees." AB's witnesses admitted there were drivers classified as non-employee trainees who were not paid at all for any hours worked. AB did not dispute its use of "trainees" during the statutory period, nor that it utilized trainees who were unpaid. The evidence reflected these trainees were suffered or permitted work by AB and were not paid at all. Thirteen identifiable individuals were classified as "trainees" and were not paid. These individuals were identified from the record and documents produced by AB.

C. CLAIMS UNDER THE OLW LAW

Although AB meets some of the criteria for a Port Assisted Business within the meaning of the OLW (Section 728 of the Oakland City Charter), the Court concludes that AB did not employ the requisite number of employees during the applicable period of January 28, 2005 through February 10, 2006, and thus the OLW is not applicable to quantifying the recovery to which the Class is otherwise entitled.

D. MEAL PERIODS AND REST BREAKS

1. <u>Meal periods</u>

Labor Code section 512 requires an employee be provided one thirty-minute meal period in the first 5 hours of work and a second thirty-minute meal period if the employee works more than 10 hours in a shift. Under the terms of Section 512, an employee may consent to waiver of the second meal period but may not consent to waive his second meal period if he waived the first meal period.

Labor Code section 226.7(b) states, "If an employer fails to provide an employee a meal period ... in accordance with an applicable order of the Industrial Welfare Commission, the employer shall pay the employee one additional hour of pay at the employee's regular rate of compensation for each work day that the meal ... period is not provided." Wage Order 9 states, "No employer shall employ any person for a work period of more than five (5) hours without a

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meal period of not less than 30 minutes...." (Cal. Code Regs., tit. 8, § 11090, subd. 11(A).) "Employ," under the wage order, means "to engage, suffer, or permit to work." (*Id.*, subd. 2(E).) An employer who suffers or permits an employee to work over 5 hours without a meal period (or valid waiver thereof) may be liable under the statute for an additional hour of pay at the employee's regular rate of compensation. The California Supreme Court has "repeatedly enforced definitional provisions the IWC has deemed necessary ... to make its wage orders effective, to ensure that wages are actually received, and to prevent evasion and subterfuge. [Citation.]" (*Martinez, supra*, 49 Cal.4th at pp. 61-62.)

The Class presented substantial and persuasive evidence that class members were routinely and consistently precluded by AB from taking meal periods and rest breaks. Under the California Supreme Court's decision in *Brinker v. Superior Court* ("*Brinker*") (2012) 53 Cal.4th 1004, AB failed to comply with its obligation to afford drivers meal periods because *Brinker* holds an employer's duty "is an obligation to provide a meal period to its employees.[5] The employer satisfies this obligation if it relieves its employees of all duty, relinquishes control over their activities and permits them a reasonable opportunity to take an uninterrupted 30-minute break, and does not impede or discourage them from doing so." (See *Id.* at p. 1040.) An employer does not satisfy its obligation if it "impedes" or "discourages" employees from taking an "uninterrupted 30-minute break." (*Id.*) An employer may not undermine a formal policy of providing meal breaks by pressuring employees to perform their duties in ways that omit breaks. (*Cicairos v. Summit Logistics, Inc.* (2005) 133 Cal.App.4th 949, 962-963; see also *Jaimez v. Daiohs USA, Inc.* (2010) 181 Cal.App.4th 1286, 1304-1305 [proof of common scheduling policy that made taking breaks extremely difficult would show violation].)

The recent *Brinker* decision provides two examples of unlawful discouragement—a scheduling policy that makes taking breaks "extremely difficult" and creating an anti-meal-break policy enforced through ridicule or reprimand. The Class established both unlawful scenarios exist here. (See *Brinker, supra*, at p. 1040; concurrence at p. 1053 and ft. 1.)

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[5] (See also *Faulkinbury v. Boyd and Associates, Inc.* (May 10, 2013), No. G041702, Slip Op.)

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> An employer may not undermine a formal policy of providing meal breaks by pressuring employees to perform their duties in ways that omit breaks. ([Citation].) The wage orders and governing statute do not countenance an employer's exerting coercion against the taking of, creating incentives to forego, or otherwise encouraging the skipping of legally protected breaks.

(*Brinker*, 53 Cal.4th at p. 1040.)

In addition, the evidence shows AB neither maintained, nor provided drivers, any "formal" meal period policy. The first example of unlawful discouragement provided in *Brinker* presumes the existence of a formal meal period policy. AB does not meet the "provide" standard because it provided no evidence showing drivers were, at a minimum, informed in any meaningful or consistent way that they could take a meal period, or the definition of any such meal period. As AB had no meal period policy to "undermine," and the evidence presented shows that, beyond that, AB regularly discouraged the taking of legally protected breaks, AB has not shown it provided meal periods to the Class.

The evidence reflects AB knew drivers were stuck in line to enter the Port, once inside the Port, and in order to exit the Port, every single day. Yet it did not provide for the relief of its employees' duties during this "waiting" time. Waiting, even in a comfortable location, is "on-duty" by definition: here, drivers were waiting to complete a task assigned by their employer. (See *Morillion*, *supra*, 22 Cal.4th at p. 582.) While waiting to complete an assigned task, drivers were not free to leave to engage in personal activities. (See *Brinker*, at p. 1040; concurrence at p. 1053 and ft. 1.) Instead, AB discouraged off-duty meal periods, and instructed drivers to eat while in line and "on duty."

Despite evidence drivers did not receive meal periods as required by law, AB presented no evidence that it created or entered into written agreements between AB and drivers for on-the-job paid meal periods. AB's PMQ on payroll and payroll processing admitted that AB automatically deducted one hour's pay from each driver per each shift worked based on a presumption that one hour meal periods were taken.

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a. AB's argument that an employer need not record meal periods after *Brinker* is not supported by legal authority

AB argued that the holding in *Brinker* places the responsibility of accurately recording meal periods on the "employee," challenging the Court's reliance on Wage Order 9, subsection 7, which requires "every employer" to keep "[t]ime records showing when the employee begins and ends each work period. Meal periods, split shift intervals and total daily hours worked shall also be recorded." Nothing in Brinker, however, overrules the obligation imposed by Wage Order 9, subsection 7.[6]

Where an employer fails to keep records of hours worked, employees may establish the hours worked solely by their testimony, and the burden of overcoming such testimony shifts to the employer. (*Hernandez v. Mendoza* (1988) 199 Cal.App.3d 721, 727; see also Wage Order 9(7).) AB's argument that employees are foreclosed from recovering on a claim for a meal period not provided because the employee failed to accurately record the time they began and ended each meal period each day—when the employer provides no place to record a meal period nor asks the employee to do so—is not supported by legal authority.

2. <u>Rest breaks</u>

The evidence further reflected that drivers were not provided with paid rest breaks as required under Wage Order 9. (See Cal. Code Regs., tit. 8, § 11090, subd. 12(A).) Wage Order 9

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[6] Indeed, the concurrence in *Brinker* arrives at the fully opposite conclusion:

> Employers ... have an obligation both to relieve their employees for at least one meal period for shifts over five hours ... *and* to record having done so ... (Citations.). If an employer's records show no meal period for a given shift over five hours, a rebuttable presumption arises that the employee was not relieved of duty and no meal period was provided. This is consistent with the policy underlying the meal period recording requirement, which was inserted in the IWC's various wage orders to permit enforcement. (See, e.g., IWC board for wage order No. 7-63 meeting mins. (Dec. 14-15, 1966) pp. 4-5 [rejecting proposal to eliminate the meal period recording requirement because "without the recording of all in-and-out time, including meal periods, the enforcement staff would be unable to adequately investigate and enforce" a wage order's meal period provisions].)

(*Brinker*, 53 Cal.4th at p. 1053.) The *Brinker* concurrence goes further to explain that "[a]n employer's assertion that it did relieve the employee of duty, but the employee waived the opportunity to have a work-free break, is ... an affirmative defense, and thus the burden is on the employer, as the party asserting waiver, to plead and prove it." (*Id.*)

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entitles each employee who works four hours, or each major fraction thereof, with a 10 minute on the clock break. (*Murphy v. Kenneth Cole Productions, Inc.* (2007) 40 Cal.4th 1094, 1104 ["Pursuant to IWC wage orders, employees are entitled to ... a paid 10-minute rest period per four hours of work."]). Drivers testified that AB did not authorize and permit ten minute rest breaks. Moreover, the evidence reflected AB typically encouraged drivers not to take, or prevented drivers from taking, rest breaks. AB provided no evidence of any formal policy on rest breaks. As with meal periods, there is no indication drivers were, at a minimum, informed in any meaningful or consistent way that they could take rest breaks, or the definition of any such rest breaks.

Under the authority of *Brinker*, AB did not relieve class members of all duties during the periods that rest or meal breaks could be taken.

E. DERIVATIVE CLAIMS

1. Unfair Competition Law

California Business & Professions Code section 17203, also known as the Unfair Competition Law, provides that the Court may restore to any person in interest any money or property which may have been acquired by means of such unfair competition and to which that person or persons have an ownership interest. AB violated the UCL based on its violations of the Labor Code discussed herein.[7]

2. Labor Code sections 201, 201, 203, and 226

Labor Code sections 201, 202 and 203 require an employer to pay all wages owed to an employee at the time of separation of employment. The evidence reflects monies AB owed but never paid for its failure to pay for all hours worked, any hours worked, meal and rest period violations, and Labor Code section 226 violations.

Labor Code section 226 and Wage Order 9 require AB to provide accurate itemized wage statements showing the correct number of hours worked, the applicable hourly rate for each hour worked, and each category of compensation received, among other details. Plaintiffs proved they

[7] The UCL extends the liability period back for years from the date the Complaint was filed, or until March 28, 2004. (See page 20, *infra*.)

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suffered injury as a result of this violation because the incorrect number of hours worked set forth on wage statements made it impossible for employees to calculate the wages to which they were entitled. (*Price v. Starbucks Corp.* (2011) 192 Cal.App.4th 1136, 1143.)

AB had knowledge that drivers did not receive one hour, off-duty, uninterrupted meal periods each day worked, yet AB deducted one hour each day from their pay. AB willfully paid drivers less than they were owed and willfully provided wage statements reflecting false "hours worked" as a result. AB knew it suffered and permitted trainees to work without paying these trainee drivers (or providing them with wage statements) at all. Finally, AB also failed to provide payment for missed meal and rest breaks on wage statements. The Class is entitled to recovery as to this claim.

F. AB' S AFFIRMATIVE DEFENSES

The Court now addresses affirmative defenses raised by AB in its objections to the Court's PSOD.

1. <u>AB holds the burden to overcome the presumption against preemption of California's meal and rest break laws by FAAAA</u>

Congress enacted the Federal Aviation Administration Authorization Act ("FAAAA") in 1994 to prevent states from undermining federal deregulation of interstate trucking. (See *American Trucking Ass'ns, Inc. v. City of Los Angeles* ("*ATA*") (2011) 660 F.3d 384, 395; see also *Rowe v. N.H. Motor Transp. Ass'n* ("*Rowe*") (2008) 552 U.S. 364.) FAAAA provides in pertinent part:

> (c) Motor carriers of property.
>
> > (1) General Rule. Except as provided in paragraphs (2) and (3), a State, political subdivision of a State, or political authority of 2 or more States may not enact or enforce a law, regulation, or other provision having the force and effect of law related to a price, route, or service of any motor carrier . . . with respect to the transportation of property.

(49 U.S.C. § 14501(c)(1).)

Preemption questions are approached with a presumption that "Congress did not intend to pre-empt areas of traditional state regulation." (*Metropolitan Life Ins. Co. v. Massachusetts*

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(1985) 471 U.S. 724, 740.) States possess broad authority under their police powers to regulate the employment relationship to protect workers within the state. It is a traditional exercise of the States' "police powers to protect the health and safety of their citizens," including child labor laws, minimum wage laws, and laws affecting occupational health and safety. (*Hill v. Colo.* (2000) 530 U.S. 703, 715 citing *Medtronic, Inc. v. Lohr* (1996) 518 U.S. 470, 475; *Day-Brite Lighting, Inc. v. Missouri* (1952) 342 U.S. 421.) Because of this presumption against preemption, courts may not interpret the FAAAA to preempt every traditional state regulation that might have some indirect connection with, or relationship to, rates, routes, or services unless there is some indication Congress intended that result. The Court finds, for reasons discussed herein, and based on the facts presented at trial regarding the duties of the Class and AB's operations, in particular that Congress did not intend preemption of California's meal and rest break laws.

The initial question in determining whether Section 14501(c)(1) of the FAAAA preempts state action is whether the provision "relate[s] to a price, route or service of a motor carrier;" if the answer is no, the provision does not fall within the preemptive scope of Section 14501(c)(1). (*ATA*, 660 F.3d at p. 395.) In *Morales v. Trans World Airlines, Inc.* ("*Morales*") (1992) 504 U.S. 374, in also interpreting "relates to" language, the U.S. Supreme Court held the state law in question was preempted by the Airline Deregulation Act ("ADA") because the law would have a "significant impact" on the airlines' fares.[8] (*Ibid.* at p. 389 [finding state promulgated guidelines regarding airline fare advertising expressly preempted by ADA].)

In *Californians for Safe & Competitive Dump Truck Transportation v. Mendonca* ("*Mendonca*") (9th Cir. 1998) 152 F.3d 1184, 1185, the Ninth Circuit found certain wage laws in California qualified as state laws that had "no more than an indirect, remote, and tenuous effect on motor carriers" and, as such, were not preempted by the FAAAA. (in original.) Thus, the

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[8] The preemption language used in the ADA and the FAAA Act is essentially identical. The ADA was passed in 1978 and prohibits states from enforcing any law "relating to [air carriers] rates, routes, or services." 49 U.S.C.App. § 1305(a)(1). The U.S. Supreme Court, comparing the identical "relating to" language to the language found in ERISA, set forth the standard to identify "relating to" under the ADA: "State enforcement actions having a connection with or reference to airline "rates, routes, or services" are pre-empted under 49 U.S.C.App. § 1305(a)(1)." (*Morales*, 504 U.S. at p. 384.) The test under the ADA is, thus, whether California's meal and rest break laws either (1) have a connection to or (2) reference to rates, routes or services.

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state wage laws did not meet the "relate to" standard. *Rowe* reaffirmed this principle that state laws with only a tenuous, remote, or peripheral effect on prices, services, or routes are not preempted by FAAAA. (*Rowe*, 552 U.S. at p. 995.)

If the provision at issue does not fall within the market participant doctrine[9] and relates to rates, routes, or services, then the court considers whether any of the FAAAA's express exemptions save the regulation from preemption. (*Id.* at pp. 395-6.)

2. Background and legal standard

a. Federal precedent: pre-*Dilts*

In 1992, as discussed above, the U.S. Supreme Court decided *Morales* holding a state law regarding advertising guidelines for airline fares preempted by the ADA because it would have a "significant impact" on the airlines' fares. In 1995, the U.S. Supreme Court held in *American Airlines, Inc. v. Wolens* (1995) 513 U.S. 219, that claims for breach of contract and violations of state consumer protection laws arising out of changes to a frequent flyer program were preempted by the ADA as to the consumer protection law—but not as to common law remedies for breach of contract. (*Ibid.* at 228-9.) In *Mendonca*, *supra*, the Ninth Circuit squarely held that the language and structure of the FAAA Act does not evidence a clear and manifest intent on the part of Congress to preempt California's Prevailing Wage Law (Labor Code §§ 1770-80) ("CPWL"). *Mendonca* held that, while CPWL "in a certain sense" is "related to" the employer's "prices, routes and services, we hold that the effect is no more than indirect, remote, and tenuous … We

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[9] This doctrine is not applicable here as the state was not acting as a market participant in passing meal and rest break laws.

The Court, likewise, need not address the "safety exemption" to preemption by FAAAA on the facts of this case. However, the Court notes it appears that California's meal and rest break laws are regulations aimed at protecting and benefitting workers and are part of a "remedial worker protection framework," which would tend to place them under the "safety exemption." "[I]n light of the remedial nature of the legislative enactments authorizing the regulation of wages, hours and working conditions for the protection and benefit of employees, the statutory provisions are to be liberally construed with an eye to promoting such protection." (See *Brinker*, *supra*, 53 Cal.4th at pp. 1026-27 citing *Industrial Welfare Com. v. Superior Court* (1980) 27 Cal.3d 690, 702; *Murphy*, *supra*, 40 Cal.4th at pp. 1103, 1105, 1113 ["Employees denied their rest and meal periods face greater risk of work-related accidents and increased stress, especially low-wage workers who often perform manual labor. Indeed health and safety considerations (rather than purely economic injuries) are what motivated the IWC to adopt mandatory meal and rest periods in the first place."].) Particularly in the case of truck drivers, these laws protect not only workers, but the public. (See e.g., *Gentry v. Superior Court* (2007) 42 Cal.4th 443, 456.)

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do not believe that CPWL frustrates the purpose of deregulation by acutely interfering with the forces of competition." (*Mendonca*, 152 F.3d at pp. 1185, 1189.) The Court recognizes that prevailing wage laws are not identical to meal and rest break laws. However, the reasons offered by the employer (also of drivers) in *Mendonca* in support of preemption under the FAAA Act were nearly identical to the concerns raised by *Dilts*, *infra*, yet, the Ninth Circuit came to the opposite conclusion from the district court in *Dilts*.[10] Also in 1998, the Ninth Circuit held in *Charas v. Trans World Airlines, Inc.* (9th Cir. 1998) 160 F.3d 1259, that the ADA evidenced congressional intent to "prohibit states from regulating airlines while preserving state tort remedies that already existed at common law, providing that such remedies do not significantly impact federal deregulation." (*Ibid.* at p. 1265.)

In 2001 in *Air Transport Ass'n of Am. v. City & County of San Francisco,* the Ninth Circuit held that a city Ordinance conditioning city contracts, including airport property lease agreements, on the contractor's promise not to discriminate on the basis of several protected grounds including domestic partner status, was not preempted by the ADA. The court found the promise not to discriminate extended to the provision of employment benefits to the domestic partners of employees. (*Air Transport Ass'n of Am. v. City & County of San Francisco* ("*Air Transport*") (9th Cir. 2001) 266 F.3d 1064, 1068.) The airlines complained they would face an increase in the cost of providing benefits to their employees' domestic partners, and that would in turn force the airlines to change their "routes" and "services." (*Ibid.* at 1073.) The Ninth Circuit reasoned that because "[t]he Airlines [conceded] that they will use airport property in San Francisco regardless of the Ordinance …, the Ordinance cannot be said to compel or bind the Airlines to a particular route or service and there is no preemption under the connection-with test." (*ATA*, 660 F.3d at p. 397 citing *Air Transport,* 266 F.3d at pp. 1071-2.) The Ninth Circuit

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[10] The employer in *Mendonca* argued that CPWL "increases its prices by 25%, causes it to utilize independent owner-operators, and compels it to re-direct and re-route equipment to compensate for lost revenue. As proof of these assertions, [employer] alleges that its rates for "services" are based on: (1) costs, including costs of labor, permits, insurance, tax and license; (2) performance factors; and (3) conditions, including prevailing wage requirements." (*Mendonca*, *supra*, at p. 1189.) AB has not raised specific examples, as is discussed further below, of how it might be compelled to re-direct or re-route, but the concerns raised—and dismissed—by the defendant in *Mendonca*, including "cost of labor," would likely be among the examples cited.

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noted there might be some imaginable contract term the city could demand whose costs would be so high that it would compel the airlines to change their "prices, routes, or services," but it found the Ordinance at issue did not approach that level even though providing additional employee benefits would raise operating costs. (*Air Transport*, 266 F.3d at p. 1075.)

In 2011, in *ATA*, *supra*, the Ninth Circuit held that a state may condition access to state property without preemption by FAAAA, so long as the conditions do not impose costs that compel the carrier to change rates, routes, or services. The laws in question in *ATA* were concession agreements imposed by the Port of Los Angeles. Under *ATA*, state laws do not per se affect rates, routes, or services simply because they "impose conditions" on those operating in the state. (See e.g., *ATA*, 660 F.3d at p. 398.) Imposing conditions does not amount to per se "significant impact."

Federal precedent interpreting FAAAA (or ADA) thus finds that common law contract and tort claims are not preempted by the "relates to" language, though such claims would have an indirect financial impact on motor carriers. Laws that make a direct substitution for competitive market forces also do not withstand scrutiny. But, an imposition of conditions, such as a cost, on the motor carrier—without "compelling" a change in rates, routes, or services—is insufficient to constitute a "significant impact." A state's desire to implement prevailing wage laws was too indirect, remote, or tenuous to be preempted.

b. Federal precedent: *Dilts*

In *Dilts v. Penske Logistics LLC* ("*Dilts*") (S.D. Cal. 2011) 819 F.Supp.2d 1109, a federal district court found on the facts presented that while California's meal and rest break laws did not directly target the motor carrier industry, California's "fairly rigid" meal and break requirements impacted the types and lengths of routes that were feasible and reduced the amount of on-duty work time allowable to drivers, thus reducing the amount and level of service the employer could offer its customers without increasing its workforce and investment in equipment. (*Ibid.* at pp. 1117-1122.) *Dilts* is limited to its facts.[11] Under existing federal precedent, causing an increase

[11] AB also cites *Esquivel v. Vistar Corp.* (C.D. Cal., Feb. 8, 2012, 2:11-CV-07284-JHN) 2012 WL 516094 in which a

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in workforce or investment may constitute an imposition of conditions on AB, but as in *Air Transport* and *Mendonca*, such an increase would not necessarily rise to the level of "significant impact." This Court is not inclined to follow the limited ruling in *Dilts*.

The court in *Dilts* found "[b]oth parties agree that the [California meal and rest break] laws impact the number of routes each driver/installer may go on each day, and Plaintiffs do not oppose Penske's argument that the laws impact the types of roads their drivers/installers may take and the amount of time it takes them to reach their destination from the warehouse." (*Dilts* at p. 1119.) The court in *Dilts*, thus, reached a conclusion of preemption under the facts it considered: "... these ramifications of California's [meal and rest break] laws upon Penske's routes and services all contribute to create a significant impact upon prices. Penske produces facts regarding the cost of additional drivers, helpers, tractors, and trailers that would have been needed to ensure off-duty breaks under California's rules and maintain the same level of service. [Citation.]." (*Id.*) The court determined that while Penske did not show that the meal and rest break laws would prevent them from serving certain markets, "the laws bind Penske to a schedule and frequency of routes that ensures many off-duty breaks at specific times throughout the workday in such a way that would interfere with 'competitive market forces within the ... industry.'" (*Id.*) *Cardenas*, *infra*, decided by a different federal district court in 2011, arrives at a different conclusion as discussed below.

Here, AB presented no evidence of any imposed conditions or costs, let alone rising to the level of creating a "significant impact" upon its prices. No showing was made regarding the number of routes, cost of additional drivers, tractors, trailers, or other such factors that AB could have claimed it would face should it have to comply with state law.[12] To the contrary, AB has made no showing of interference with competitive market forces within the industry.

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federal district court, relying entirely on *Dilts*, granted a Motion to Dismiss the Plaintiff's Second Amended Complaint because the meal and rest period claims were "preempted" by the FAAAA. The district court in *Esquivel* did not have any "facts" before it other than those plead in the complaint, yet it determined it could conclude that the presumption against preemption was overcome and that the safety exemption to FAAAA did not apply. This Court need not adopt this approach.

[12] AB does not address how numerous other trucking companies continue to operate in California, as well as in and out of the Port of Oakland, every day seemingly without any problem of competitive advantage in the market.

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c. California precedent

The trend in California law is against preemption by FAAAA of state meal and rest break laws for employees governed by Wage Order 9. In *Fitz-Gerald v. Skywest, Inc.* ("*Fitz-Gerald*") (2007) 155 Cal.App.4th 411, the California appellate court found that actions to enforce California's minimum wage laws and labor laws governing meal and rest breaks are *not* preempted by the ADA. The court rejected the defendant's argument that the state's laws resulted in "higher fares, fewer routes, and less service" as too "tenuous." *Fitz–Gerald,* 155 Cal.App.4th at p. 423 n. 7.)[13]

Likewise, since 2000 when the most recent manifestations of California meal and rest break laws took effect, numerous California courts have decided issues in meal and rest break cases involving Wage Order 9 governing workers in the transportation industry—whether class certification, summary judgment, or otherwise—yet, none have found preemption of those claims by the FAAAA. (See e.g., *United Parcel Service, Inc. v. Superior Court* (2011) 196 Cal.App.4th 57 [holding that, as a matter of first impression, statute authorized separate premium payments for failure to provide both meal periods and rest periods]; *Thurman v. Bayshore Transit Management, Inc.* (2012) 203 Cal.App.4th 1112 [trial court properly declined to award maximum amount under PAGA, but no FAAAA preemption discussion]; *Jaimez, supra,* 181 Cal.App.4th at p. 1299 [certifying class where Wage Order 9 applicable]; *Franco v. Athens Disposal Co., Inc.* (2009) 171 Cal.App.4th 1277 [Court of Appeal held class arbitration waiver was invalid with respect to alleged meal and rest period violations in putative class action brought by trash truck driver against former employer for meal and rest period violations]; *Ghazaryan v. Diva Limousine, Ltd.* (2008) 169 Cal.App.4th 1524 [proposed class of all drivers employed by company was ascertainable; sufficient community of interest existed for class certification; and class action was the superior method for resolving the dispute.]; *Cicairos v. Summit Logistics, Inc., supra,* 133 Cal.App.4th 949 [Employer's obligation under Labor Code and Wage Order 9 to provide truck drivers with an adequate meal period was not satisfied by assuming that the meal periods were

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[13] Preemption was found under the separate and distinct analysis of the Railway Labor Act.

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taken, because employers have an affirmative obligation to ensure that workers are actually relieved of all duty at such times, and employers also have a duty to record their employees' meal periods.]; *Prince v. CLS Transportation, Inc.* (2004) 118 Cal.App.4th 1320, 1329 [reversing trial court's order sustaining defendant's demurrer to class allegations in complaint as premature, court observed that plaintiff had alleged "institutional practices by CLS that affected all of the members of the potential class in the same manner, and it appears from the complaint that all liability issues can be determined on a class-wide basis."].)

As the preemption argument is jurisdictional, California courts have possessed the authority to raise the issue independent of any argument made by the involved parties. (See, e.g., *Porter v. United Services Automobile Assn.* (2001) 90 Cal.App.4th 837, 838, ["We have the duty to raise issues concerning our jurisdiction on our own motion"]; see also *Thomas v. Basham,* 931 F.2d 521, 523 (8th Cir.1991) [stating that federal courts shall raise jurisdictional issues *sua sponte* when there is an indication that jurisdiction is lacking, even if the parties concede the issue].) Yet, no California court has raised the issue, nor held California's meal and rest break laws preempted by FAAAA.[14]

Indeed, the California legislature, aware of federal law governing motor carriers, chose to create an exemption in 2002 to Wage Order 9 with regard to overtime.[15] When the defendant in *Cicairos* argued this 2002 amendment exempted it from the entirety of the Wage Order, the Court of Appeals in 2005 found the defendant's "strained argument" failed. (See *Cicairos*, 133 Cal. App. 4th at p. 959.) Thus, throughout the entirety of the period in which the California legislature considered federal law and accordingly amended Wage Order 9, and the Court of Appeals considered Wage Order 9 in *Cicairos*, the FAAAA had existed for years—since 1994. If the

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[14] The California Supreme Court granted review of *People ex rel. Harris v. Pac Anchor Transp., Inc.* ("*Pac Anchor*") (2011) 195 Cal.App.4th 765 on August 10, 2011 to determine the question of whether California's UCL law is preempted by FAAAA. There are no meal and rest break claims at issue in *Pac Anchor*.

[15] Wage Order 9 subsection (3)(L), regarding overtime, was amended by the legislature in 2002 to provide: "The provisions of this section are not applicable to employees whose hours of service are regulated by: (1) The United States Department of Transportation Code of Federal Regulations, Title 49, Sections 395.1 to 395.13, Hours of Service of Drivers; or (2) Title 13 of the California Code of Regulations, subchapter 6.5, Section 1200 and the following sections, regulating hours of drivers." (Cal. Code Regs. tit. 8, § 11090.)

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California legislature believed it was necessary to provide an exemption in the Wage Order in response to FAAAA, as it did in 2002 with regard to an overtime exemption for motor carriers, it would have done so. (*Id.*)

3. AB made no showing of "significant impact" on its rates, routes, or services

In determining whether a provision has a connection to rates, routes, or services, the Court examines the actual or likely effect of a state's action. (See *ATA*, 660 F.3d at p. 396.) In *Cardenas v. McLane FoodServices, Inc.* ("*Cardenas*") (2011) 796 F.Supp.2d 1246, 1255-56, a federal district court, without reaching a conclusion on the ultimate question of preemption, summarized the law in the area finding that the relevant cases clearly suggest a conclusion that, like other California wage laws, California's rest and meal break laws are not preempted under the FAAAA.[16]

In *Cardenas*, as is the case here, the defendant proffered a "great deal of speculative evidence suggesting the impact that compliance with California's rest and meal break laws would have on its prices, service, and routes [footnote omitted]." (*Ibid.*) The court found the evidence presented highly speculative, and that it failed to persuade the court that such an impact would necessarily result, or, alternatively, that it would be more than attenuated. The court explained:

> To be sure, to comply with California break laws, [defendant] may choose to adjust its routes, or slightly modify its services in the ways it has suggested. But just because [defendant] may make changes to its routes does not necessarily mean that California's break laws have more than an "indirect, remote, or tenuous effect" on these decisions. The Court has concerns that MFI's evidence stretches plausibility—and the FAAAA—to suggest that nearly every state law would be preempted.

(*Id.*)

AB provided no evidence at trial beyond mere speculation with regard to any impact on its rates, routes or services. AB's unsubstantiated arguments do not persuade the Court that California's meal and rest break laws have had, or will have, a more than tenuous effect upon the

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[16] *Cardenas*, out of the Central District of California, decided counter motions for summary judgment in July 2011. *Dilts* was decided in the Southern District of California in October 2011.

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price of AB's rates, routes or services. The evidence reflects instead an employer that claimed to provide drivers with one hour per day for a "meal period." Notwithstanding the fact that Plaintiffs established this employer did nothing to make that a reality, AB presented no evidence at trial that the provision of this "one hour meal period" acutely interfered with its prices, routes or services. To the contrary, AB instead claimed throughout the life of this case to have operated its business with each driver taking a one hour meal period each day. AB has not sustained its burden of proving that compliance with these state laws would have a "significant" effect on its ability to market its services or rates.

4. <u>FAAAA does not preempt Plaintiffs' UCL claim</u>

The purpose of the UCL is "to deter future violations of the unfair trade practice statute and to foreclose retention by the violator of its ill-gotten gains." (*Bank of the West v. Superior Court* (1992) 2 Cal.4th 1254, 1267.) The UCL does not regulate market "competition," rather it is used to provide additional remedies for plaintiffs bringing claims arising under other statutes or at common law. The only reference in the UCL to competition is its definition of "unfair competition" as "any unlawful … act or practice …" (Bus. & Prof. Code § 17200.) In other words, the type of competition the UCL addresses is the unfair competitive advantage gained by an actor because it does not follow underlying laws.[17] Indeed, after a 2004 ruling in *Janik v. Rudy, Exelrod & Zieff* (2004) 119 Cal.App.4th 930, 947, plaintiffs' counsel generally must plead a claim for UCL in a lawsuit with underlying Labor Code claims or be potentially subject to a malpractice suit.

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[17] The California Supreme Court concluded in *Cortez v. Purolator Air Filtration Products Co.* ("*Cortez*") (2000) 23 Cal.4th 163, 177-78 that orders for payment of wages unlawfully withheld from an employee are also a restitutionary remedy authorized by section 17203: "The employer has acquired the money to be paid by means of an unlawful practice that constitutes unfair competition as defined by section 17200 … The concept of restoration or restitution, as used in the UCL, is not limited only to the return of money or property that was once in the possession of that person. The commonly understood meaning of "restore" includes a return of property to a person from whom it was acquired, (citation), but earned wages that are due and payable pursuant to section 200 et seq. of the Labor Code are as much the property of the employee who has given his or her labor to the employer in exchange for that property as is property a person surrenders through an unfair business practice. An order that earned wages be paid is therefore a restitutionary remedy authorized by the UCL. The order is not one for payment of damages."

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The equitable relief provided by the UCL is not more onerous than the remedies provided in the underlying statutes at issue in this case. At most, the UCL law extends AB's liability one additional year. (See *Cortez*, 23 Cal.4th at p. 179 finding "[a]ny action on any UCL cause of action is subject to the four-year period of limitations created by that section [emphasis in original].")

The California court of appeal in *Pac-Anchor* determined that "[w]here a cause of action is based on allegations of unlawful violations of the State's labor and unemployment insurance laws, we see no reason to find preemption merely because the pleadings raised these issues under the UCL ..." (*Pac-Anchor*, 195 Cal.App.4th at p. 771, review granted.)

This Court agrees that the UCL does not seek to regulate motor carriers, nor does its use here relate to AB's routes, rates or services in a way that is more than remote, indirect or tenuous. Plaintiffs' underlying claims, giving rise to their ability to seek relief under the UCL, are not preempted, thus, Plaintiffs' claim under the UCL are similarly not preempted.

III. CONCLUSION

Having considered the points, evidence, and arguments submitted by both AB and the Plaintiffs, the Court hereby determines that Plaintiffs prevail as to the failure to pay all hours worked claim, failure to pay employees classified as trainees claim, meal period and rest break claim and UCL and labor code claims (causes of action one through three and six through eight). Plaintiffs do not prevail as to the overtime claim, which was dismissed (cause of action four), or the OWL claim (cause of action five). Plaintiffs' supplemental damages and restitution computation is approved. The Court rejects AB's preemption claim under the FAAAct filed on Octobr 12, 2012.[18]

[18] For information purposes only, the Court recognizes, *Mendez v. RL Carriers, Inc.*, C 11-2478 CW, 2012 WL 5868973 (N.D. Cal. Nov. 19, 2012) certificate of appealability denied, C 11-2478 CW, 2013 WL 1004293 (N.D. Cal. Mar. 13, 2013), in which the District Judge held that in light of the flexibility provided by California's meal and rest break provisions, it is unlikely that those provisions would rigidly "bind" motor carriers to particular rates, routes, or services, and that, accordingly, those provisions do not "relate to" motor carrier rates, routes, or services and are not preempted by the FAAA Act.

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Class counsel may file a motion for attorney fees and costs subsequent to the issuance of this Judgment.

After full consideration of the evidence, and the written and oral submissions by the parties, and, upon good cause showing,

IT IS HEREBY ORDERED:

1. The Class prevails as to causes of action one, two, three, six, seven and eight;

2. The Class is, therefore, entitled to recover from defendant OAKLAND PORT SERVICES CORP. d/b/a AB Trucking the amounts as specifically set forth in Appendix A to this Order (Appendix A was originally filed with the Court on October 12, 2012, attached to the Declaration of Andrea Don, in compliance with the NOID);

3. In total, the Class is entitled to recover from defendant OAKLAND PORT SERVICES CORP. d/b/a AB Trucking the sum of **$964,557.08** (as set forth specifically in Appendix A) with interest thereon at the rate of 10% per annum from the date of the entry of ~~this~~ the judgment until paid in full.

IT IS SO ORDERED.

Dated: May 21, 203

HONORABLE ROBERT B. FREEDMAN
JUDGE OF THE SUPERIOR COURT

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Godfrey, et al. v. AB Trucking Damages Model Summary

				Wages					Penalties						
Alpha Order	Class ID	LastName	FirstName	Trainee Unpaid Hrs Worked	Driver Unpaid Hour Worked	Meal Period Missed	Rest Period Missed	Total Wages	Liquidated Damages on Unpaid Wages	Amount Due for 226 Wage Statement violation	Amount due at Separation 203	Total Penalties	Total Wages & Penalties	Interest on Wages & Liq. Damages	Total
1	206000001	ABDO ALGAISHI	SAEED A	$ -	$ 1,644.30	$ 1,644.30	$ 1,644.30	$ 4,932.90	$ 1,644.30	$ -	$ 3,240.00	$ 4,884.30	$ 9,817.20	$ 5,024.41	$ 14,841.61
2	206000006	ANDERSON	RAQUEL D	$ 1,336.50	$ 5,828.85	$ 5,538.60	$ 6,416.10	$ 19,120.05	$ 7,165.35	$ 4,000.00	$ 4,050.00	$ 15,215.35	$ 34,335.40	$ 10,323.19	$ 44,658.59
3	206000008	ANDRADE	ERASMO S	$ -	$ 1,306.80	$ 1,306.80	$ 1,306.80	$ 3,920.40	$ 1,306.80	$ -	$ 2,970.00	$ 4,276.80	$ 8,197.20	$ 3,836.14	$ 12,033.34
4	206000012	BEASLEY	ALFONZO R	$ -	$ 1,381.50	$ 1,032.30	$ 1,730.70	$ 4,144.50	$ 1,381.50	$ 1,750.00	$ 3,240.00	$ 6,371.50	$ 10,516.00	$ 1,458.47	$ 11,974.47
5	206000018	BOURASS	AHMED	$ -	$ 495.00	$ 495.00	$ 495.00	$ 1,485.00	$ 495.00	$ -	$ 2,970.00	$ 3,465.00	$ 4,950.00	$ 1,168.47	$ 6,118.47
6	206000020	BOWDEN	DARYL S	$ -	$ 574.20	$ 574.20	$ 574.20	$ 1,722.60	$ 574.20	$ -	$ 2,970.00	$ 3,544.20	$ 5,266.80	$ 1,607.91	$ 6,874.71
7	206000022	CARUS	MACK H	$ -	$ 871.20	$ 871.20	$ 871.20	$ 2,613.60	$ 871.20	$ 850.00	$ 2,970.00	$ 4,691.20	$ 7,304.80	$ 1,610.35	$ 8,915.15
8	206000024	CARTER	DARNELL Y	$ -	$ 514.80	$ 514.80	$ 514.80	$ 1,544.40	$ 514.80	$ -	$ 2,970.00	$ 3,484.80	$ 5,029.20	$ 1,427.78	$ 6,456.98
9	206000026	CASTILLO	JULIO I	$ -	$ 183.15	$ 138.60	$ 227.70	$ 549.45	$ 183.15	$ 250.00	$ 2,970.00	$ 3,403.15	$ 3,952.60	$ 213.34	$ 4,165.94
10	206000031	CLARK	IVAN R	$ -	$ 851.40	$ 851.40	$ 851.40	$ 2,554.20	$ 851.40	$ -	$ 2,970.00	$ 3,821.40	$ 6,375.60	$ 2,217.36	$ 8,592.96
11	206000034	COLLINS	TERRELL D	$ -	$ 1,256.40	$ 1,256.40	$ 1,256.40	$ 3,769.20	$ 1,256.40	$ -	$ 3,240.00	$ 4,496.40	$ 8,265.60	$ 3,336.88	$ 11,602.48
12	206000036	COOPER	IKE	$ 5,791.50	$ 3,213.45	$ 3,579.30	$ 4,134.60	$ 16,718.85	$ 9,004.95	$ 4,000.00	$ 3,510.00	$ 16,514.95	$ 33,233.80	$ 10,336.49	$ 43,570.29
13	206000038	COX	STEPHANIE M	$ -	$ 742.50	$ 742.50	$ 742.50	$ 2,227.50	$ 742.50	$ -	$ 2,970.00	$ 3,712.50	$ 5,940.00	$ 1,719.71	$ 7,659.71
14	206000040	CUNANAN	JOEL D	$ -	$ 2,085.30	$ 2,085.30	$ 2,085.30	$ 6,255.90	$ 2,085.30	$ -	$ -	$ 2,085.30	$ 8,341.20	$ 6,815.29	$ 15,156.49
15	206000042	CURRY	ANITA O	$ -	$ 1,205.10	$ 900.00	$ 1,510.20	$ 3,615.30	$ 1,205.10	$ 1,550.00	$ 3,240.00	$ 5,995.10	$ 9,610.40	$ 1,339.71	$ 10,950.11
16	206000044	DANIELS	DANNY E	$ 1,338.50	$ 396.00	$ 544.50	$ 544.50	$ 2,821.50	$ 1,732.50	$ -	$ 2,970.00	$ 4,702.50	$ 7,524.00	$ 2,792.81	$ 10,316.81
17	206000046	DAVIS	DENNIS L	$ -	$ 564.30	$ 564.30	$ 564.30	$ 1,692.90	$ 564.30	$ -	$ 2,970.00	$ 3,534.30	$ 5,227.20	$ 1,298.98	$ 6,526.18
18	206000048	ESCOBAR	RAFAEL	$ -	$ 4,104.90	$ 4,104.90	$ 4,104.90	$ 12,314.70	$ 4,104.90	$ -	$ 3,780.00	$ 7,884.90	$ 20,199.60	$ 12,814.51	$ 33,014.11
19	206000050	EVANS	CHARLIE E	$ -	$ 287.10	$ 287.10	$ 287.10	$ 861.30	$ 287.10	$ -	$ 2,970.00	$ 3,257.10	$ 4,118.40	$ 688.09	$ 4,806.49
20	206000052	FAISON	MAURICE D	$ -	$ 1,512.00	$ 1,512.00	$ 1,512.00	$ 4,536.00	$ 1,512.00	$ 750.00	$ 3,510.00	$ 5,772.00	$ 10,308.00	$ 3,327.85	$ 13,635.85
21	206000056	FLORES	RAUL O	$ -	$ 970.20	$ 970.20	$ 970.20	$ 2,910.60	$ 970.20	$ 950.00	$ 2,970.00	$ 4,890.20	$ 7,800.80	$ 1,954.19	$ 9,754.99
22	206000062	GEBREMARIAM	TSEGAI A	$ 1,336.50	$ 158.40	$ 306.90	$ 306.90	$ 2,108.70	$ 1,494.90	$ 350.00	$ 2,970.00	$ 4,814.90	$ 6,923.60	$ 1,798.04	$ 8,721.64
23		Gilbert	Gary	$ 3,088.80	$ -	$ 386.10	$ 386.10	$ 3,861.00	$ 3,088.80	$ 350.00	$ 2,640.00	$ 6,078.80	$ 9,939.80	$ 2,673.84	$ 12,613.64
24		Godfrey	Lavon	$ -	$ 1,208.70	$ 1,208.70	$ 1,208.70	$ 3,626.10	$ 1,208.70	$ 750.00	$ 3,240.00	$ 5,198.70	$ 8,824.80	$ 2,657.01	$ 11,481.81
25	206000064	HARRIS	WILLIAM A	$ -	$ 910.80	$ 910.80	$ 910.80	$ 2,732.40	$ 910.80	$ 850.00	$ 2,970.00	$ 4,730.80	$ 7,463.20	$ 1,562.81	$ 9,026.01
26	206000066	HARRISON	CARLOS D	$ -	$ 1,257.30	$ 1,257.30	$ 1,257.30	$ 3,771.90	$ 1,257.30	$ 1,250.00	$ 2,970.00	$ 5,477.30	$ 9,249.20	$ 2,228.84	$ 11,478.04
27	206000068	HAYLOCK	CHRIS W	$ -	$ 69.30	$ 69.30	$ 69.30	$ 207.90	$ 69.30	$ -	$ 2,970.00	$ 3,039.30	$ 3,247.20	$ 163.82	$ 3,411.02
28	206000071	HAYS	STEVEN A	$ -	$ 4,558.50	$ 4,440.60	$ 4,676.40	$ 13,675.50	$ 4,558.50	$ 4,000.00	$ 3,780.00	$ 12,338.50	$ 26,014.00	$ 7,352.47	$ 33,366.47
29	206000073	HERNANDEZ	RICHARD P	$ 1,336.50	$ 99.00	$ 247.50	$ 247.50	$ 1,930.50	$ 1,435.50	$ 150.00	$ 2,970.00	$ 4,555.50	$ 6,486.00	$ 1,660.16	$ 8,146.16
30	206000076	HILL	VINCE M	$ -	$ 1,168.20	$ 1,168.20	$ 1,168.20	$ 3,504.60	$ 1,168.20	$ 1,050.00	$ 2,970.00	$ 5,188.20	$ 8,692.80	$ 2,492.37	$ 11,185.17
31	206000078	HOUSTON	DEMAURAE S	$ -	$ 118.80	$ 118.80	$ 118.80	$ 356.40	$ 118.80	$ -	$ 2,970.00	$ 3,088.80	$ 3,445.20	$ 289.81	$ 3,735.01
32	206000080	ISBEIH	JAMAL Y	$ -	$ 297.00	$ 297.00	$ 297.00	$ 891.00	$ 297.00	$ -	$ -	$ 297.00	$ 1,188.00	$ 931.84	$ 2,119.84
33	206000082	JACKSON	TIMOTHY B	$ -	$ 425.70	$ 425.70	$ 425.70	$ 1,277.10	$ 425.70	$ 350.00	$ 2,970.00	$ 3,745.70	$ 5,022.80	$ 903.60	$ 5,926.40
34	206000086	JOHNSON	ERNEST	$ -	$ 6,829.20	$ 6,640.20	$ 7,018.20	$ 20,487.60	$ 6,829.20	$ 4,000.00	$ 4,050.00	$ 14,879.20	$ 35,366.80	$ 11,830.70	$ 47,197.50
35	206000088	JOHNSON	JIMMY R	$ 1,247.40	$ 574.20	$ 712.80	$ 712.80	$ 3,247.20	$ 1,821.60	$ 750.00	$ 2,970.00	$ 5,541.60	$ 8,788.80	$ 2,671.35	$ 11,460.15
36	206000090	JOHNSON	KEVIN L	$ -	$ 623.70	$ 623.70	$ 623.70	$ 1,871.10	$ 623.70	$ -	$ 2,970.00	$ 3,593.70	$ 5,464.80	$ 1,699.97	$ 7,164.77
37	206000092	KLOAK	THON T	$ -	$ 247.50	$ 247.50	$ 247.50	$ 742.50	$ 247.50	$ -	$ 2,970.00	$ 3,217.50	$ 3,960.00	$ 710.08	$ 4,670.08
38	206000094	KROMAH	AMADOU	$ 1,336.50	$ 871.20	$ 1,019.70	$ 1,019.70	$ 4,247.10	$ 2,207.70	$ 950.00	$ 2,970.00	$ 6,127.70	$ 10,374.80	$ 3,339.46	$ 13,714.26
39	206000098	LE	THANH T	$ -	$ 960.30	$ 960.30	$ 960.30	$ 2,880.90	$ 960.30	$ 850.00	$ 2,970.00	$ 4,780.30	$ 7,661.20	$ 2,069.23	$ 9,730.43
40	206000098	LINDSEY	LONELL L	$ -	$ 1,380.60	$ 1,380.60	$ 1,380.60	$ 4,141.80	$ 1,380.60	$ 1,350.00	$ 3,240.00	$ 5,970.60	$ 10,112.40	$ 2,500.87	$ 12,613.27
41	206000100	LLEWELLYN	SAGA S	$ -	$ 4,354.20	$ 4,202.10	$ 4,506.30	$ 13,062.60	$ 4,354.20	$ 4,000.00	$ 3,510.00	$ 11,864.20	$ 24,926.80	$ 7,166.75	$ 32,093.55
42	206000102	LUPE	JEFFREY K	$ -	$ 594.00	$ 594.00	$ 594.00	$ 1,782.00	$ 594.00	$ 450.00	$ 2,970.00	$ 4,014.00	$ 5,796.00	$ 1,299.42	$ 7,095.42
43	206000104	MARIN-AVILA	BENJAMIN	$ -	$ 356.40	$ 356.40	$ 356.40	$ 1,069.20	$ 356.40	$ -	$ 2,970.00	$ 3,326.40	$ 4,395.60	$ 902.08	$ 5,297.68
44	206000106	MARTIN	LUCIOUS B	$ -	$ 445.50	$ 445.50	$ 445.50	$ 1,336.50	$ 445.50	$ -	$ 2,970.00	$ 3,415.50	$ 4,752.00	$ 1,085.59	$ 5,837.59
45	206000108	MCCRIGHT	IAN G	$ -	$ 792.00	$ 792.00	$ 792.00	$ 2,376.00	$ 792.00	$ -	$ 2,970.00	$ 3,762.00	$ 6,138.00	$ 2,394.55	$ 8,532.55
46	206000110	MEZA-TAPIA	JUAN M	$ -	$ 3,964.50	$ 3,859.20	$ 4,069.80	$ 11,893.50	$ 3,964.50	$ 3,850.00	$ 3,510.00	$ 11,324.50	$ 23,218.00	$ 6,265.93	$ 29,483.93

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				Wages					Penalties						
Alpha Order	Class ID	LastName	FirstName	Trainee Unpaid Hrs Worked	Driver Unpaid Hour Worked	Meal Period Missed	Rest Period Missed	Total Wages	Liquidated Damages on Unpaid Wages	Amount Due for 226 Wage Statement violation	Amount due at Separation 203	Total Penalties	Total Wages & Penalties	Interest on Wages & Liq. Damages	Total
47	206000112	MITCHELL	ROGER M	$ 1,336.50	$ 693.00	$ 841.50	$ 841.50	$ 3,712.50	$ 2,029.50	$ -	$ -	$ 2,029.50	$ 5,742.00	$ 4,497.80	$ 10,239.80
48	206000114	MORGAN	GEORGE J	$ -	$ 59.40	$ 59.40	$ 59.40	$ 178.20	$ 59.40	$ -	$ 2,970.00	$ 3,029.40	$ 3,207.60	$ 136.84	$ 3,344.44
49	206000118	MOTLEY	RONALD C	$ 1,336.50	$ 980.10	$ 1,128.60	$ 1,128.60	$ 4,573.80	$ 2,316.60	$ -	$ 2,970.00	$ 5,286.60	$ 9,860.40	$ 4,306.64	$ 14,167.04
50	206000122	RAWLS	LENA M	$ -	$ 178.20	$ 178.20	$ 178.20	$ 534.60	$ 178.20	$ -	$ 2,970.00	$ 3,148.20	$ 3,682.80	$ 421.50	$ 4,104.30
51	206000124	RIVERA	MIRNA	$ -	$ 148.50	$ 148.50	$ 148.50	$ 445.50	$ 148.50	$ 50.00	$ 2,970.00	$ 3,168.50	$ 3,614.00	$ 239.23	$ 3,853.23
52	206000126	ROMERO	JOSE V	$ -	$ 2,619.45	$ 2,619.45	$ 2,619.45	$ 7,858.35	$ 2,619.45	$ -	$ 3,780.00	$ 6,399.45	$ 14,257.80	$ 7,615.45	$ 21,873.25
53	206000128	ROYAL	DETRICK W	$ -	$ 3,457.80	$ 3,457.80	$ 3,457.80	$ 10,373.40	$ 3,457.80	$ 3,250.00	$ 3,510.00	$ 10,217.80	$ 20,591.20	$ 6,264.28	$ 26,855.48
54	206000130	RUIZ	ORLANDO O	$ -	$ 1,098.90	$ 1,098.90	$ 1,098.90	$ 3,296.70	$ 1,098.90	$ 1,050.00	$ 2,970.00	$ 5,118.90	$ 8,415.60	$ 2,172.50	$ 10,588.10
55	206000132	RUTHERFORD	DARRELL	$ -	$ 267.30	$ 267.30	$ 267.30	$ 801.90	$ 267.30	$ -	$ 2,970.00	$ 3,237.30	$ 4,039.20	$ 633.69	$ 4,672.89
56	206000134	SALSAMENDI	CESAR R	$ -	$ 188.10	$ 188.10	$ 188.10	$ 564.30	$ 188.10	$ -	$ 2,970.00	$ 3,158.10	$ 3,722.40	$ 515.60	$ 4,238.00
57	206000136	SEASTRUNK	MARVIN P	$ -	$ 504.90	$ 504.90	$ 504.90	$ 1,514.70	$ 504.90	$ 450.00	$ 2,970.00	$ 3,924.90	$ 5,439.60	$ 1,097.87	$ 6,537.47
58	206000138	SHEPPARD	JUAN D	$ -	$ 237.60	$ 237.60	$ 237.60	$ 712.80	$ 237.60	$ -	$ 2,970.00	$ 3,207.60	$ 3,920.40	$ 579.13	$ 4,499.53
59	206000140	SILVA	SCOTT W	$ -	$ 2,183.40	$ 2,172.60	$ 2,194.20	$ 6,550.20	$ 2,183.40	$ 2,150.00	$ 3,240.00	$ 7,573.40	$ 14,123.60	$ 3,310.15	$ 17,433.75
60	206000143	SIMPSON	GEOFFREY N	$ -	$ 5,008.50	$ 5,008.50	$ 5,008.50	$ 15,025.50	$ 5,008.50	$ -	$ 3,780.00	$ 8,788.50	$ 23,814.00	$ 12,921.83	$ 36,735.83
61	206000146	SIMS	TERRANCE N	$ -	$ 912.60	$ 912.60	$ 912.60	$ 2,737.80	$ 912.60	$ -	$ -	$ 912.60	$ 3,650.40	$ 3,053.95	$ 6,704.35
62	206000147	SMITH	RICHARD	$ -	$ 5,830.20	$ 5,830.20	$ 5,830.20	$ 17,490.60	$ 5,830.20	$ 2,050.00	$ 4,050.00	$ 11,930.20	$ 29,420.80	$ 13,264.90	$ 42,685.70
63	206000149	SMYTH	ROBERT	$ -	$ 316.80	$ 316.80	$ 316.80	$ 950.40	$ 316.80	$ -	$ 2,970.00	$ 3,286.80	$ 4,237.20	$ 771.91	$ 5,009.11
64	206000152	SOTELO-PANEZ	OSCAR V	$ -	$ 594.00	$ 594.00	$ 594.00	$ 1,782.00	$ 594.00	$ -	$ -	$ 594.00	$ 2,376.00	$ 1,889.78	$ 4,265.78
65	206000155	SULLIVAN	GREGORY W	$ -	$ 554.40	$ 554.40	$ 554.40	$ 1,663.20	$ 554.40	$ -	$ 2,970.00	$ 3,524.40	$ 5,187.60	$ 1,459.53	$ 6,647.13
66	206000158	TABAR	TED A	$ -	$ 1,927.80	$ 1,927.80	$ 1,927.80	$ 5,783.40	$ 1,927.80	$ -	$ -	$ 1,927.80	$ 7,711.20	$ 6,300.25	$ 14,011.45
67	206000160	THOMPSON	MONDELL T	$ -	$ 1,903.50	$ 1,903.50	$ 1,903.50	$ 5,710.50	$ 1,903.50	$ -	$ 3,240.00	$ 5,143.50	$ 10,854.00	$ 4,931.27	$ 15,785.27
68	206000162	WALKER	TERRANCE J	$ 1,336.50	$ 663.30	$ 811.80	$ 811.80	$ 3,623.40	$ 1,999.80	$ 750.00	$ 2,970.00	$ 5,719.80	$ 9,343.20	$ 2,495.40	$ 11,838.60
69	206000164	WALTON	RAASAN I	$ -	$ 554.40	$ 554.40	$ 554.40	$ 1,663.20	$ 554.40	$ 450.00	$ 2,970.00	$ 3,974.40	$ 5,637.60	$ 1,214.32	$ 6,851.92
70	206000166	WELLEMEYER	STEVEN E	$ 1,336.50	$ 4,013.10	$ 4,161.60	$ 4,161.60	$ 13,672.80	$ 5,349.60	$ 4,000.00	$ 3,240.00	$ 12,589.60	$ 26,262.40	$ 8,226.30	$ 34,488.70
71	206000169	WILLIAMS	FREDERICK M	$ 1,336.50	$ 287.10	$ 435.60	$ 435.60	$ 2,494.80	$ 1,823.60	$ 450.00	$ 2,970.00	$ 5,043.60	$ 7,538.40	$ 2,165.65	$ 9,704.05
72	206000171	WILLIAMS	GINA E	$ -	$ 2,787.30	$ 2,214.90	$ 3,359.70	$ 8,361.90	$ 2,787.30	$ 3,250.00	$ 2,970.00	$ 9,007.30	$ 17,369.20	$ 2,947.74	$ 20,316.94
73	206000173	WILLIAMS	JOE L	$ -	$ 999.90	$ 999.90	$ 999.90	$ 2,999.70	$ 999.90	$ 150.00	$ 2,970.00	$ 4,119.90	$ 7,119.60	$ 2,257.25	$ 9,376.85
				$ 23,492.70	$ 101,223.00	$ 101,313.45	$ 108,438.95	$ 332,468.10	$ 124,715.70	$ 57,450.00	$ 210,270.00	$ 392,435.70	$ 724,903.80	$ 239,653.28	$ 964,557.08

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Alpha Order	Class ID	LastName	FirstName	Total Wages	Total Penalties	Total Wages & Panalties	Interest on Wages & Liq. Damages	Total
1	206000001	ABDO ALGAISHI	SAEED A	$ 4,932.90	$ 4,884.30	$ 9,817.20	$ 5,024.41	$ 14,841.61
2	206000006	ANDERSON	RAQUEL D	$ 19,120.05	$ 15,215.35	$ 34,335.40	$ 10,323.19	$ 44,658.59
3	206000008	ANDRADE	ERASMO S	$ 3,920.40	$ 4,276.80	$ 8,197.20	$ 3,836.14	$ 12,033.34
4	206000012	BEASLEY	ALFONZO R	$ 4,144.50	$ 6,371.50	$ 10,516.00	$ 1,458.47	$ 11,974.47
5	206000018	BOURASS	AHMED	$ 1,485.00	$ 3,465.00	$ 4,950.00	$ 1,168.47	$ 6,118.47
6	206000020	BOWDEN	DARYL S	$ 1,722.60	$ 3,544.20	$ 5,266.80	$ 1,607.91	$ 6,874.71
7	206000022	CARLIS	MACK H	$ 2,613.60	$ 4,691.20	$ 7,304.80	$ 1,610.35	$ 8,915.15
8	206000024	CARTER	DARNELL Y	$ 1,544.40	$ 3,484.80	$ 5,029.20	$ 1,427.78	$ 6,456.98
9	206000026	CASTILLO	JULIO I	$ 549.45	$ 3,403.15	$ 3,952.60	$ 213.34	$ 4,165.94
10	206000031	CLARK	IVAN R	$ 2,554.20	$ 3,821.40	$ 6,375.60	$ 2,217.36	$ 8,592.96
11	206000034	COLLINS	TERRELL D	$ 3,769.20	$ 4,496.40	$ 8,265.60	$ 3,336.88	$ 11,602.48
12	206000036	COOPER	IKE	$ 16,718.85	$ 16,514.95	$ 33,233.80	$ 10,336.49	$ 43,570.29
13	206000038	COX	STEPHANIE M	$ 2,227.50	$ 3,712.50	$ 5,940.00	$ 1,719.71	$ 7,659.71
14	206000040	CUNANAN	JOEL D	$ 6,255.90	$ 2,085.30	$ 8,341.20	$ 6,815.29	$ 15,156.49
15	206000042	CURRY	ANITA 0	$ 3,615.30	$ 5,995.10	$ 9,610.40	$ 1,339.71	$ 10,950.11
16	206000044	DANIELS	DANNY E	$ 2,821.50	$ 4,702.50	$ 7,524.00	$ 2,792.81	$ 10,316.81
17	206000046	DAVIS	DENNIS L	$ 1,692.90	$ 3,534.30	$ 5,227.20	$ 1,298.98	$ 6,526.18
18	206000048	ESCOBAR	RAFAEL	$ 12,314.70	$ 7,884.90	$ 20,199.60	$ 12,814.51	$ 33,014.11
19	206000050	EVANS	CHARLIE E	$ 861.30	$ 3,257.10	$ 4,118.40	$ 688.09	$ 4,806.49
20	206000052	FAISON	MAURICE D	$ 4,536.00	$ 5,772.00	$ 10,308.00	$ 3,327.85	$ 13,635.85
21	206000056	FLORES	RAUL 0	$ 2,910.60	$ 4,890.20	$ 7,800.80	$ 1,954.19	$ 9,754.99
22	206000062	GEBREMARIAM	TSEGAI A	$ 2,108.70	$ 4,814.90	$ 6,923.60	$ 1,798.04	$ 8,721.64
23		Gilbert	Gary	$ 3,861.00	$ 6,078.80	$ 9,939.80	$ 2,673.84	$ 12,613.64
24		Godfrey	Lavon	$ 3,626.10	$ 5,198.70	$ 8,824.80	$ 2,657.01	$ 11,481.81
25	206000064	HARRIS	WILLIAM A	$ 2,732.40	$ 4,730.80	$ 7,463.20	$ 1,562.81	$ 9,026.01
26	206000066	HARRISON	CARLOS D	$ 3,771.90	$ 5,477.30	$ 9,249.20	$ 2,228.84	$ 11,478.04
27	206000068	HAYLOCK	CHRIS W	$ 207.90	$ 3,039.30	$ 3,247.20	$ 163.82	$ 3,411.02
28	206000071	HAYS	STEVEN A	$ 13,675.50	$ 12,338.50	$ 26,014.00	$ 7,352.47	$ 33,366.47
29	206000073	HERNANDEZ	RICHARD P	$ 1,930.50	$ 4,555.50	$ 6,486.00	$ 1,660.16	$ 8,146.16
30	206000076	HILL	VINCE M	$ 3,504.60	$ 5,188.20	$ 8,692.80	$ 2,492.37	$ 11,185.17
31	206000078	HOUSTON	DEMAURAE S	$ 356.40	$ 3,088.80	$ 3,445.20	$ 289.81	$ 3,735.01
32	206000080	ISBEIH	JAMAL Y	$ 891.00	$ 297.00	$ 1,188.00	$ 931.84	$ 2,119.84
33	206000082	JACKSON	TIMOTHY B	$ 1,277.10	$ 3,745.70	$ 5,022.80	$ 903.60	$ 5,926.40
34	206000086	JOHNSON	ERNEST	$ 20,487.60	$ 14,879.20	$ 35,366.80	$ 11,830.70	$ 47,197.50
35	206000088	JOHNSON	JIMMY R	$ 3,247.20	$ 5,541.60	$ 8,788.80	$ 2,671.35	$ 11,460.15
36	206000090	JOHNSON	KEVIN L	$ 1,871.10	$ 3,593.70	$ 5,464.80	$ 1,699.97	$ 7,164.77
37	206000092	KLOAK	THON T	$ 742.50	$ 3,217.50	$ 3,960.00	$ 710.08	$ 4,670.08
38	206000094	KROMAH	AMADOU	$ 4,247.10	$ 6,127.70	$ 10,374.80	$ 3,339.46	$ 13,714.26
39	206000096	LE	THANH T	$ 2,880.90	$ 4,780.30	$ 7,661.20	$ 2,069.23	$ 9,730.43
40	206000098	LINDSEY	LONELL L	$ 4,141.80	$ 5,970.60	$ 10,112.40	$ 2,500.87	$ 12,613.27
41	206000100	LLEWELLYN	SAGA S	$ 13,062.60	$ 11,864.20	$ 24,926.80	$ 7,166.75	$ 32,093.55
42	206000102	LUPE	JEFFREY K	$ 1,782.00	$ 4,014.00	$ 5,796.00	$ 1,299.42	$ 7,095.42
43	206000104	MARIN-AVILA	BENJAMIN	$ 1,069.20	$ 3,326.40	$ 4,395.60	$ 902.08	$ 5,297.68
44	206000106	MARTIN	LUCIOUS B	$ 1,336.50	$ 3,415.50	$ 4,752.00	$ 1,085.59	$ 5,837.59
45	206000108	MCCRIGHT	IAN G	$ 2,376.00	$ 3,762.00	$ 6,138.00	$ 2,394.55	$ 8,532.55
46	206000110	MEZA-TAPIA	JUAN M	$ 11,893.50	$ 11,324.50	$ 23,218.00	$ 6,265.93	$ 29,483.93
47	206000112	MITCHELL	ROGER M	$ 3,712.50	$ 2,029.50	$ 5,742.00	$ 4,497.80	$ 10,239.80
48	206000114	MORGAN	GEORGE J	$ 178.20	$ 3,029.40	$ 3,207.60	$ 136.84	$ 3,344.44
49	206000116	MOTLEY	RONALD C	$ 4,573.80	$ 5,286.60	$ 9,860.40	$ 4,306.64	$ 14,167.04
50	206000122	RAWLS	LENA M	$ 534.60	$ 3,148.20	$ 3,682.80	$ 421.50	$ 4,104.30
51	206000124	RIVERA	MIRNA	$ 445.50	$ 3,168.50	$ 3,614.00	$ 239.23	$ 3,853.23
52	206000126	ROMERO	JOSE V	$ 7,858.35	$ 6,399.45	$ 14,257.80	$ 7,615.45	$ 21,873.25
53	206000128	ROYAL	DETRICK W	$ 10,373.40	$ 10,217.80	$ 20,591.20	$ 6,264.28	$ 26,855.48
54	206000130	RUIZ	ORLANDO 0	$ 3,296.70	$ 5,118.90	$ 8,415.60	$ 2,172.50	$ 10,588.10
55	206000132	RUTHERFORD	DARRELL	$ 801.90	$ 3,237.30	$ 4,039.20	$ 633.69	$ 4,672.89
56	206000134	SALSAMENDI	CESAR R	$ 564.30	$ 3,158.10	$ 3,722.40	$ 515.60	$ 4,238.00
57	206000136	SEASTRUNK	MARVIN P	$ 1,514.70	$ 3,924.90	$ 5,439.60	$ 1,097.87	$ 6,537.47
58	206000138	SHEPPARD	JUAN D	$ 712.80	$ 3,207.60	$ 3,920.40	$ 579.13	$ 4,499.53
59	206000140	SILVA	SCOTT W	$ 6,550.20	$ 7,573.40	$ 14,123.60	$ 3,310.15	$ 17,433.75
60	206000143	SIMPSON	GEOFFREY N	$ 15,025.50	$ 8,788.50	$ 23,814.00	$ 12,921.83	$ 36,735.83
61	206000145	SIMS	TERRANCE N	$ 2,737.80	$ 912.60	$ 3,650.40	$ 3,053.95	$ 6,704.35
62	206000147	SMITH	RICHARD	$ 17,490.60	$ 11,930.20	$ 29,420.80	$ 13,264.90	$ 42,685.70
63	206000149	SMYTH	ROBERT	$ 950.40	$ 3,286.80	$ 4,237.20	$ 771.91	$ 5,009.11

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Alpha Order	Class ID	LastName	FirstName	Total Wages	Total Penalties	Total Wages & Panalties	Interest on Wages & Liq. Damages	Total
64	206000152	SOTELO-PANEZ	OSCAR V	$ 1,782.00	$ 594.00	$ 2,376.00	$ 1,889.78	$ 4,265.78
65	206000155	SULLIVAN	GREGORY W	$ 1,663.20	$ 3,524.40	$ 5,187.60	$ 1,459.53	$ 6,647.13
66	206000158	TABAR	TED A	$ 5,783.40	$ 1,927.80	$ 7,711.20	$ 6,300.25	$ 14,011.45
67	206000160	THOMPSON	MONDELL T	$ 5,710.50	$ 5,143.50	$ 10,854.00	$ 4,931.27	$ 15,785.27
68	206000162	WALKER	TERRANCE J	$ 3,623.40	$ 5,719.80	$ 9,343.20	$ 2,495.40	$ 11,838.60
69	206000164	WALTON	RAASAN I	$ 1,663.20	$ 3,974.40	$ 5,637.60	$ 1,214.32	$ 6,851.92
70	206000166	WELLEMEYER	STEVEN E	$ 13,672.80	$ 12,589.60	$ 26,262.40	$ 8,226.30	$ 34,488.70
71	206000169	WILLIAMS	FREDERICK M	$ 2,494.80	$ 5,043.60	$ 7,538.40	$ 2,165.65	$ 9,704.05
72	206000171	WILLIAMS	GINA E	$ 8,361.90	$ 9,007.30	$ 17,369.20	$ 2,947.74	$ 20,316.94
73	206000173	WILLIAMS	JOE L	$ 2,999.70	$ 4,119.90	$ 7,119.60	$ 2,257.25	$ 9,376.85
				$ 332,468.10	$ 392,435.70	$ 724,903.80	$ 239,653.28	$ 964,557.08

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Alpha Order	Class ID	LastName	FirstName	Total
1	206000001	ABDO ALGAISHI	SAEED A	$ 14,841.61
2	206000006	ANDERSON	RAQUEL D	$ 44,658.59
3	206000008	ANDRADE	ERASMO S	$ 12,033.34
4	206000012	BEASLEY	ALFONZO R	$ 11,974.47
5	206000018	BOURASS	AHMED	$ 6,118.47
6	206000020	BOWDEN	DARYL S	$ 6,874.71
7	206000022	CARLIS	MACK H	$ 8,915.15
8	206000024	CARTER	DARNELL Y	$ 6,456.98
9	206000026	CASTILLO	JULIO I	$ 4,165.94
10	206000031	CLARK	IVAN R	$ 8,592.96
11	206000034	COLLINS	TERRELL D	$ 11,602.48
12	206000036	COOPER	IKE	$ 43,570.29
13	206000038	COX	STEPHANIE M	$ 7,659.71
14	206000040	CUNANAN	JOEL D	$ 15,156.49
15	206000042	CURRY	ANITA O	$ 10,950.11
16	206000044	DANIELS	DANNY E	$ 10,316.81
17	206000046	DAVIS	DENNIS L	$ 6,526.18
18	206000048	ESCOBAR	RAFAEL	$ 33,014.11
19	206000050	EVANS	CHARLIE E	$ 4,806.49
20	206000052	FAISON	MAURICE D	$ 13,635.85
21	206000056	FLORES	RAUL O	$ 9,754.99
22	206000062	GEBREMARIAM	TSEGAI A	$ 8,721.64
23		Gilbert	Gary	$ 12,613.64
24		Godfrey	Lavon	$ 11,481.81
25	206000064	HARRIS	WILLIAM A	$ 9,026.01
26	206000066	HARRISON	CARLOS D	$ 11,478.04
27	206000068	HAYLOCK	CHRIS W	$ 3,411.02
28	206000071	HAYS	STEVEN A	$ 33,366.47
29	206000073	HERNANDEZ	RICHARD P	$ 8,146.16
30	206000076	HILL	VINCE M	$ 11,185.17
31	206000078	HOUSTON	DEMAURAE S	$ 3,735.01
32	206000080	ISBEIH	JAMAL Y	$ 2,119.84
33	206000082	JACKSON	TIMOTHY B	$ 5,926.40
34	206000086	JOHNSON	ERNEST	$ 47,197.50
35	206000088	JOHNSON	JIMMY R	$ 11,460.15
36	206000090	JOHNSON	KEVIN L	$ 7,164.77
37	206000092	KLOAK	THON T	$ 4,670.08
38	206000094	KROMAH	AMADOU	$ 13,714.26
39	206000096	LE	THANH T	$ 9,730.43
40	206000098	LINDSEY	LONELL L	$ 12,613.27
41	206000100	LLEWELLYN	SAGA S	$ 32,093.55
42	206000102	LUPE	JEFFREY K	$ 7,095.42
43	206000104	MARIN-AVILA	BENJAMIN	$ 5,297.68
44	206000106	MARTIN	LUCIOUS B	$ 5,837.59
45	206000108	MCCRIGHT	IAN G	$ 8,532.55
46	206000110	MEZA-TAPIA	JUAN M	$ 29,483.93
47	206000112	MITCHELL	ROGER M	$ 10,239.80

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Alpha Order	Class ID	LastName	FirstName	Total
48	206000114	MORGAN	GEORGE J	$ 3,344.44
49	206000116	MOTLEY	RONALD C	$ 14,167.04
50	206000122	RAWLS	LENA M	$ 4,104.30
51	206000124	RIVERA	MIRNA	$ 3,853.23
52	206000126	ROMERO	JOSE V	$ 21,873.25
53	206000128	ROYAL	DETRICK W	$ 26,855.48
54	206000130	RUIZ	ORLANDO 0	$ 10,588.10
55	206000132	RUTHERFORD	DARRELL	$ 4,672.89
56	206000134	SALSAMENDI	CESAR R	$ 4,238.00
57	206000136	SEASTRUNK	MARVIN P	$ 6,537.47
58	206000138	SHEPPARD	JUAN D	$ 4,499.53
59	206000140	SILVA	SCOTT W	$ 17,433.75
60	206000143	SIMPSON	GEOFFREY N	$ 36,735.83
61	206000145	SIMS	TERRANCE N	$ 6,704.35
62	206000147	SMITH	RICHARD	$ 42,685.70
63	206000149	SMYTH	ROBERT	$ 5,009.11
64	206000152	SOTELO-PANEZ	OSCAR V	$ 4,265.78
65	206000155	SULLIVAN	GREGORY W	$ 6,647.13
66	206000158	TABAR	TED A	$ 14,011.45
67	206000160	THOMPSON	MONDELL T	$ 15,785.27
68	206000162	WALKER	TERRANCE J	$ 11,838.60
69	206000164	WALTON	RAASAN I	$ 6,851.92
70	206000166	WELLEMEYER	STEVEN E	$ 34,488.70
71	206000169	WILLIAMS	FREDERICK M	$ 9,704.05
72	206000171	WILLIAMS	GINA E	$ 20,316.94
73	206000173	WILLIAMS	JOE L	$ 9,376.85
				$964,557.08