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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF MERCED

DAVIN MCCARTY, on behalf of himself and
all others similarly situated,

Plaintiff,

v.

DOBBINS TRANSPORTATION, a California
Corporation; and DOES 1-50, inclusive.

Defendants.

CASE NO.: 25CV-00983

**SECOND AMENDED CLASS AND PAGA
ACTION COMPLAINT:**

- (1) FAILURE TO PAY ALL MINIMUM
WAGES;
- (2) FAILURE TO PAY ALL OVERTIME
WAGES;
- (3) MEAL PERIOD VIOLATIONS;
- (4) REST PERIOD VIOLATIONS;
- (5) WAGE STATEMENT VIOLATIONS;
- (6) WAITING TIME PENALTIES;
- (7) FAILURE TO REIMBURSE
NECESSARY BUSINESS EXPENSES;
- (8) UNFAIR COMPETITION; &
- (9) PENALTIES UNDER THE PRIVATE
ATTORNEYS GENERAL ACT
("PAGA")

DEMAND FOR JURY TRIAL

1 Plaintiff Davin McCarty (“Plaintiff”), on behalf of himself and all other similarly situated
2 non-exempt employees, alleges and complains of Defendants Dobbins Transportation and Haven,
3 Inc. and DOES 1 to 50 (collectively, “Defendants”) and each of them, as follows:

4 **INTRODUCTION**

5 1. Defendants are a non-emergency medical transportation company that provides
6 specialized door-to-door ambulatory and wheelchair transport for individuals needing assistance in
7 getting to their medical appointments.

8 2. Plaintiff brings this class action lawsuit against Defendants for alleged violations of the
9 California Labor Code and Business and Professions Code.

10 3. As set forth below, Plaintiff alleges that Defendants failed to pay for all hours worked
11 due to their failure to record and pay for all time worked off the clock. Plaintiff further alleges that
12 Defendants’ meal and rest period policies and practices failed to allow and permit non-exempt
13 employees to take all compliant and timely meal and rest periods or pay premium wages at the
14 “regular rate of pay” in lieu thereof. Moreover, Plaintiff alleges that Defendants failed to provide non-
15 exempt employees with accurate written itemized wage statements in violation of Labor Code §
16 226(a), failed to reimburse all necessary business expenses incurred, and failed to timely pay all final
17 wages upon separation of employment in violation of Labor Code §§ 201-203.

18 4. Plaintiff also brings a claim for civil penalties based on the foregoing Labor Code
19 violations under the Private Attorney General Act (“PAGA”).

20 5. Based on these alleged Labor Code violations, Plaintiff now brings this class action
21 and representative action to recover unpaid wages, restitution, penalties, and other related relief for
22 himself and all other similarly situated non-exempt employees.

23 **JURISDICTION AND VENUE**

24 6. Plaintiff, on behalf of himself and all other similarly situated employees hereby bring
25 this class action for recovery of unpaid wages and penalties under California Labor Code §§ 201-
26 204, 210, 226(a), 226(a)(6), 226(e), 226.3, 226.7, 227.3, 510, 512, 516, 1194, 1197.1, 1199, 2802-
27 2804, and applicable Industrial Welfare Commission Wage Orders (“Wage Orders”), in addition to
28 seeking declaratory relief and restitution pursuant to California Business and Professions Code §

1 17200, *et seq.*

2 7. This class action is brought pursuant to California Code of Civil Procedure § 382.

3 8. This Court has jurisdiction over Defendants' violations of the California Labor Code
4 and applicable Wage Orders because the amount in controversy exceeds this Court's jurisdictional
5 minimum.

6 9. Venue is proper in this judicial district pursuant to California Code of Civil Procedure
7 §§ 395(a) and 395.5, Defendants operate in California within the County of Merced, and Defendants
8 are within the jurisdiction of this Court for purposes of service of process.

9 **PARTIES**

10 10. At all relevant times herein, Plaintiff, who is over 18, was and currently is a California
11 resident residing in the State of California.

12 11. Plaintiff is informed, believes, and alleges that Defendants are authorized to do
13 business within the County of Merced and are and/or were the legal employer of Plaintiff and the
14 Class Members during the applicable statutory periods. Plaintiff was, and is, a victim of Defendants'
15 policies and/or practices complained of herein and has been deprived of the rights guaranteed to him
16 by California Labor Code §§ 201-204, 210, 226, 226(a), 226(e), 226.3, 226.7, 227.3, 510, 512, 516,
17 1194, 1197.1, 1199, 2802-2804, and the California Business and Professions Code § 17200 *et seq.*,
18 and applicable Wage Orders.

19 12. Plaintiff is informed and believes, and based thereon alleges, that during the four years
20 preceding the filing of the Complaint and continuing to the present, Defendants did (and continue to
21 do) business in the State of California, County of Merced.

22 13. Plaintiff does not know the true names or capacities, whether individual, partner, or
23 corporate, of the Defendants sued herein as DOES 1 to 50, inclusive, and for that reason, said
24 Defendants are sued under such fictitious names, and Plaintiff will seek leave from this Court to
25 amend this Complaint when such true names and capacities are discovered. Plaintiff is informed, and
26 believes, and thereon alleges, that each of said fictitious Defendants, whether individual, partners, or
27 corporate, was responsible in some manner for the acts and omissions alleged herein, and proximately
28 caused Plaintiff and the Classes to be subject to the unlawful employment practices alleged herein.

15. At all times mentioned herein, Defendants, and each of them, were members of and engaged in a joint venture, partnership, and common enterprise and acting within the course and scope of and in pursuance of said joint venture, partnership, and common enterprise. Further, Plaintiff alleges that all Defendants were joint employers for all purposes of Plaintiff and all members of the Classes.

15 16. Defendant Dobbins Transportation, Inc. provides transportation services to
16 developmentally disabled individuals and non-emergency medical transportation.

18 18. Plaintiff worked for Defendants as a non-exempt employee in the “Field Mechanic”
19 role from November 27, 2023, to December 10, 2024. Based in Atwater, California, Plaintiff
20 performed essential duties integral to the company’s operations.

24 20. Plaintiff and other non-exempt employees were responsible for various tasks critical
25 to the company's operations, such as dispatching, driving, customer service, and overall
26 transportation duties. Their work ensured the effective operation of Defendants' assets. Despite the
27 essential nature of their contributions, Plaintiff and other non-exempt employees allege that
28 Defendants failed to comply with California labor laws, including but not limited to accurate

1 timekeeping, proper wage payment, and provision of meal and rest periods, as set forth below.

2 21. At all relevant times, Plaintiff and other non-exempt employees regularly worked
3 various shifts, many of which were more than 8.0 hours in a workday and 40.0 hours in a workweek.
4 Plaintiff alleges that other non-exempt employees were also subjected to the same policies,
5 procedures, practices, working conditions, and corresponding wage and hour violations to which he
6 was subjected during his employment.

7 22. First, at all relevant times, Defendants have consistently failed to accurately record
8 and pay for all time worked, including the time non-exempt employees were under the employer's
9 control. This included a policy and practice of failing to properly record non-exempt employees' time
10 worked, including all time spent working off the clock. As a result of this company-wide
11 policy/practice, Plaintiff and other non-exempt employees are not compensated for all the hours that
12 they work and all of the overtime hours they work, in violation of Labor Code §§ 204, 210, 510,
13 1194, 1197.1, 1199, and applicable Wage Orders.

14 23. As a result, over a period of time, Plaintiff and other non-exempt employees were not
15 properly paid for all hours worked in violation of Cal. Labor Code §§ 204, 210, 1194, 1197.1, 1199,
16 and applicable Wage Orders. Additionally, due to the unlawful timekeeping policy/practices, Plaintiff
17 and other non-exempt employees were not properly paid at the correct overtime rate for hours worked
18 in excess of eight hours per shift in violation of Labor Code § 510.

19 24. Labor Code § 1197.1 authorizes employees who are paid less than the minimum fixed
20 by an applicable state or local law or by an order of the commission a civil penalty, restitution of
21 wages, and liquidated damages as follows: (1) for any initial violation that is intentionally committed,
22 one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee
23 is underpaid....[and] (2) [f]or each subsequent violation for the same specific offense, two hundred
24 fifty dollars (\$250) for each underpaid employee for each pay period for which the employee is
25 underpaid regardless of whether the initial violation was intentionally committed.

26 25. Labor Code § 510 requires an employer to compensate an employee who works more
27 than eight (8) hours in one workday, forty (40) hours in a workweek, and for the first eight (8) hours
28 worked on the seventh consecutive day, no less than one and one-half times (1 1/2) the regular rate of

1 pay. In addition, Labor Code § 510 obligates employers to compensate employees at no less than
2 twice the regular rate of pay when an employee works more than twelve (12) hours in a workday or
3 more than eight (8) hours on the seventh consecutive day of work. Pursuant to Section 3 of the
4 applicable Wage Orders, non-exempt employees shall not be employed more than eight (8) hours in
5 any workday or more than 40 hours in any workweek unless the employee receives one and one-half
6 (1 1/2) times such employee's regular rate of pay for all hours worked over 40 hours in the workweek.

7 26. Moreover, at all relevant times, Plaintiff and other non-exempt employees were denied
8 compliant and timely 30-minute off-duty meal periods as mandated by California law. Due to
9 Defendants' uniform meal period policies/practices, operational requirements, and work demands,
10 Plaintiff and other non-exempt employees often could not take timely and uninterrupted net 30-
11 minute first meal periods before the end of the fifth hour of work. Further, when Plaintiff and other
12 non-exempt employees worked more than 10.0 hours in a shift, they were not allowed and permitted
13 to take a mandated second meal period before the end of the tenth hour of work in violation of the
14 Labor Code and applicable Wage Orders. Indeed, Plaintiff's and other non-exempt employees' meal
15 periods were often interrupted and/or lasted fewer than 30 minutes due to Defendants' meal period
16 policies/procedures, operational requirements, and work demands.

17 27. In addition, for each missed or non-compliant meal period, Defendants failed and
18 continues to fail to maintain a mechanism by which non-exempt employees were paid meal period
19 premiums at the "regular rate of pay" pursuant to *Ferra v. Loews Hollywood Hotel, LLC* (2021) 11
20 5th 858 and Labor Code § 226.7.

21 28. Accordingly, due to Defendants' uniform meal period practices, non-exempt
22 employees were also regularly denied legally compliant meal periods in violation of Labor Code §§
23 226.7, 510, 516, and applicable Wage Orders.

24 29. Next, at all relevant times, Plaintiff and other non-exempt employees were not
25 provided with all 10-minute rest periods for every four hours worked, or a major fraction thereof, due
26 to Defendants' uniform rest period policies/practices, operational requirements, and work demands.
27 As a result, Plaintiff and other non-exempt employees were and are often unable to take a net 10-
28 minute duty-free rest period for every major fraction of four hours worked. This includes a second

1 rest period for shifts in excess of six hours and a third rest period for shifts in excess of 10.0 hours in
2 a workday.

3 30. By not relieving all non-exempt employees of all duties during rest periods,
4 Defendants failed to provide legally compliant rest periods. See *Augustus v. ABM Security Services,*
5 *Inc.* (2016) 2 Cal. 5th 257, 269 [concluding that “during rest periods employers must relieve
6 employees of all duties and relinquish control over how employees spend their time.”] (Emphasis
7 added). In *Augustus*, the California Supreme Court expressly rejected the employer’s assertion that it
8 could provide an on-duty rest period to employees who worked as security guards and further
9 explained: “that employers [must] relinquish any control over how employees spend their break time
10 and relieve their employees of all duties.” *Id.* at 273. Each time non-exempt employees could not take
11 a compliant rest period, Defendants failed and continue to fail to adequately pay rest period premium
12 payments at the “regular rate of pay” as required by Labor Code § 226.7.

13 31. Accordingly, due to Defendants’ uniform rest period policies/practices, non-exempt
14 employees were regularly denied legally compliant rest breaks in violation of Labor Code §§ 226.7,
15 512, and applicable Wage Orders.

16 32. As a result of Defendants’ failure to pay Plaintiff and other non-exempt employees for
17 all hours they were subject to the control of Defendants, including all minimum and overtime wages,
18 and Defendants’ failure to pay all meal and rest period premiums at the “regular rate of pay,”
19 Defendants issued wage statements which failed to identify the gross wages earned accurately, the
20 total hours worked, the net wages earned, and the correct corresponding number of hours worked at
21 each hourly rate, in violation of Labor Code § 226(a)(1, 2, 5, and 9).

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

27 34. Thus, for the violations of Labor Code section 226 described above, Plaintiff and other
28 non-exempt employees may also recover Labor Code § 226.3 penalties for Defendants’ violations of

1 Labor Code § 226(a). Consequently, because Defendants failed to comply with Labor Code § 226(a),
2 Plaintiff and other non-exempt employees would be entitled to recover penalties under Labor Code §
3 226(e).

4 35. Moreover, because Defendants failed to pay all minimum wages, overtime wages, and
5 meal and rest period premiums at the “regular rate of pay,” Defendants also failed and continues to
6 fail to pay Plaintiff and other non-exempt employees all wages owed at their time of separation from
7 employment in violation of Labor Code §§ 201-203. Thus, non-exempt employees would be entitled
8 to recover waiting time penalties under Labor Code §§ 201-203.

9 36. Finally, at all relevant times, Defendants required Plaintiff and other non-exempt
10 employees to incur necessary expenses for work-related purposes but did not reimburse non-exempt
11 employees adequately for these necessary expenditures in violation of Labor Code §§ 2802-2804.
12 Here, Defendants uniformly failed to reimburse non-exempt employees for the necessary costs
13 incurred in discharging their duties. (*See Cochran v. Schwan’s Home Service, Inc.*, (2014) 228
14 Cal.App.4th 1137, 1144 [“[i]f an employee is required to make work-related calls on a personal cell
15 phone, then he or she is incurring an expense for the purposes of section 2802. It does not matter
16 whether the phone bill is paid for by a third person or at all...To show liability under section 2802, an
17 employee needs only to show that he or she was required to use a personal cell phone to make work-
18 related calls, and he or she was not reimbursed”].) Accordingly, due to Defendants’ uniform failure
19 to adequately reimburse for necessary business expenditures in violation of Labor Code §§ 2802-
20 2804 and applicable Wage Orders.

21 **CLASS ACTION ALLEGATIONS**

22 37. Plaintiff brings this action on behalf of himself and the following Classes pursuant to
23 § 382 of the Code of Civil Procedure:

24 All current or former non-exempt hourly employees who work or worked
25 for Defendants in California during the four years immediately preceding
the filing of the Complaint through the date of trial. (the “Class”);

26 All current or former non-exempt employees who worked for Defendants
27 in California and worked overtime hours during at least one shift during the
28 four years immediately preceding the filing of the Complaint through the
date of trial. (“the Overtime Subclass”);

1 All current or former employees who work or worked for Defendants in
2 California during the one year immediately preceding the filing of the
3 Complaint through the date of trial. (“the Wage Statement Subclass”)

4 All employees who work or worked for Defendants in California and who
5 left their employment during the three years immediately preceding the
6 filing of the Complaint through the date of trial. (“Waiting Time Penalty
7 Subclass”)

8 (collectively “the Classes”)

9 38. **Numerosity/Ascertainability:** The members of the Classes are so numerous that
10 joinder of all members would be unfeasible and not practicable. The membership of the Classes is
11 unknown to Plaintiff at this time; however, it is estimated that the Classes consist of at least one
12 hundred (100) individuals. The identity of such membership is readily ascertainable via inspection of
13 Defendants’ employment and payroll records.

14 39. **Common Questions of Law and Fact Predominate/Well-Defined Community of**
15 **Interest:** There are common questions of law and fact as to Plaintiff and all other similarly situated
16 non-exempt employees, which predominate over questions affecting only individual members
17 including, without limitation to:

- 18 1. Whether Defendants failed to record and pay for all hours worked by Class Members;
- 19 2. Whether Defendants provided legally compliant meal and rest periods or proper
20 compensation at the “regular rate of pay” in lieu thereof to members of the Class;
- 21 3. Whether Defendants furnished legally compliant wage statements to members of the
22 Wage Statement Subclass pursuant to Labor Code § 226(a);
- 23 4. Whether the timing and amount of payment of final wages to members of the Waiting
24 Time Penalty Subclass at the time of separation from employment were unlawful; and
- 25 5. Whether Defendants failed to reimburse Class Members for all necessary business
26 expenses in violation of Labor Code §§ 2802-2804.

27 40. **Predominance of Common Questions:** Common questions of law and fact
28 predominate over questions that affect only individual members of the Classes. The common
questions of law set forth above are numerous and substantial and stem from Defendants’ policies
and/or practices applicable to each individual class member, such as without limitation, Defendants’

1 failure to pay for all hours worked, Defendants' failure to provide all compliant meal and rest periods
2 or premiums at the "regular rate of pay" in lieu thereof, Defendants' failure to provide accurate
3 itemized wage statements, Defendants' failure to reimburse for all necessary business expenses, and
4 Defendants' failure to pay for all wages due upon separation of employment. As such, the common
5 questions predominate over individual questions concerning each class member's showing as to his
6 or her eligibility for recovery or the amount of his or her damages.

7 41. **Typicality:** The claims of Plaintiff are typical of the claims of the Classes because
8 Plaintiff was employed by Defendants as a non-exempt employee in California during the statute of
9 limitations applicable to each cause of action pled in the Complaint in this action. As alleged herein,
10 Plaintiff, like the members of the Classes, was deprived of minimum and overtime wages, was
11 deprived of meal and rest period premium wages, was subject to Defendants' uniform meal and rest
12 period policies/practices, was not provided accurate itemized wage statements, was not reimbursed
13 for all necessary business expenses, and was not timely paid all wages owed upon separation of
14 employment.

15 42. **Adequacy of Representation:** Plaintiff is fully prepared to take all necessary steps to
16 represent fairly and adequately the interests of the members of the Classes. Moreover, Plaintiff's
17 attorneys are ready, willing, and able to fully and adequately represent the members of the Classes.
18 Plaintiff's attorneys have prosecuted and are actively litigating several wage-and-hour class actions
19 in state and federal courts and are committed to vigorously prosecuting this action on behalf of the
20 members of the Classes.

21 43. **Superiority:** The California Labor Code is broadly remedial in nature and serves an
22 important public interest in establishing minimum working conditions and standards in California.
23 These laws and labor standards protect the average working employee from exploitation by
24 employers who have the responsibility to follow the laws and who may seek to take advantage of
25 superior economic and bargaining power in setting onerous terms and conditions of employment. The
26 nature of this action and the format of laws available to Plaintiff and members of the Classes make
27 the class action format a particularly efficient and appropriate procedure to redress the violations
28 alleged herein. If each employee were required to file an individual lawsuit, Defendants would

1 necessarily gain an unconscionable advantage since they could exploit and overwhelm the limited
2 resources of each individual plaintiff with their vastly superior financial and legal resources.

3 44. Moreover, requiring each member of the Classes to pursue an individual remedy would
4 also discourage the assertion of lawful claims by employees who would be disinclined to file an action
5 against their former and/or current employer for real and justifiable fear of retaliation and permanent
6 damages to their careers at subsequent employment. Further, the prosecution of separate actions by
7 the individual class members, even if possible, would create a substantial risk of inconsistent or
8 varying verdicts or adjudications with respect to the individual class members against Defendants
9 herein and which would establish potentially incompatible standards of conduct for Defendants;
10 and/or legal determinations with respect to individual class members which would, as a practical
11 matter, be dispositive of the interest of the other class members not parties to adjudications or which
12 would substantially impair or impede the ability of the class members to protect their interests.
13 Further, the claims of the individual members of the class are not sufficiently large to warrant
14 vigorous individual prosecution considering all of the concomitant costs and expenses attending
15 thereto. As such, the Classes identified in Paragraph 36 are maintainable as Classes under § 382 of
16 the Code of Civil Procedure.

17 **FIRST CAUSE OF ACTION**

18 **MINIMUM WAGE VIOLATIONS**

19 **(AGAINST ALL DEFENDANTS)**

20 45. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

21 46. Section 4 of the applicable Wage Order(s) and Labor Code §§ 1197 and 1182.12
22 establish the right of employees to be paid minimum wages for all hours worked, in amounts set by
23 state law. Labor Code §§ 1194(a) and 1194.2(a) provide that an employee who has not been paid the
24 legal minimum wage as required by Labor Code § 1197 may recover the unpaid balance together
25 with attorneys' fees and costs of suit, as well as liquidated damages in an amount equal to the unpaid
26 wages and interest accrued thereon.

27 47. At all relevant times herein, Defendants failed to record all time accurately worked,
28 including failing to record time worked properly and all time spent working off-the-clock, which

1 resulted in these individuals not being paid for all hours they actually worked or were permitted to
2 work. Accordingly, Plaintiff and members of the Classes were not compensated for all hours worked,
3 including all hours they were subject to the control of Defendants and/or suffered or permitted to
4 work under the Labor Code and applicable Wage Orders.

5 48. Labor Code § 1198 makes an employee's employment unlawful under conditions that
6 the Industrial Welfare Commission prohibits. Labor Code §§ 1194(a) and 1194.2(a) provide that an
7 employer who has failed to pay its employees the legal minimum wage is liable to pay those
8 employees the unpaid balance of the unpaid wages as well as liquidated damages in an amount equal
9 to the wages due and interest thereon.

10 49. As a direct and proximate result of Defendants' unlawful conduct as alleged herein,
11 Plaintiff and the Classes have sustained economic damages, including but not limited to unpaid wages
12 and lost interest, in an amount to be established at trial, and they are entitled to recover economic and
13 statutory damages and penalties and other appropriate relief as a result of Defendants' violations of
14 the Labor Code and applicable Wage Orders.

15 50. Defendants' practice and uniform administration of corporate policy regarding illegal
16 employee compensation is unlawful and creates an entitlement to recovery by Plaintiff and members
17 of the Classes in a civil action for the unpaid amount of minimum wages, liquidated damages,
18 including interest thereon, statutory penalties, attorney's fees, and costs of suit according to Labor
19 Code §§ 204, 558, 1194 *et seq.*, 1197, 1198, and Code of Civil Procedure § 1021.5.

20 **SECOND CAUSE OF ACTION**

21 **FAILURE TO PAY ALL OVERTIME WAGES**

22 **(AGAINST ALL DEFENDANTS)**

23 51. Plaintiff re-alleges and incorporates all previous paragraphs by reference.

24 52. This cause of action is brought pursuant to Labor Code §§ 204, 210, 510, 558, 1194,
25 and 1198, which provide that non-exempt employees are entitled to overtime wages for all overtime
26 hours worked and provide a private right of action for the failure to pay all overtime compensation
27 for overtime work performed.

28 53. At all times relevant herein, Defendants was required to properly pay Plaintiff and

1 members of the Overtime Subclass for all overtime hours worked pursuant to California Labor Code
2 § 1194 and the applicable Wage Orders.

3 54. Section 3 of the applicable Wage Order requires an employer to pay an employee “one
4 and one-half (1 1/2) times the employee’s regular rate of pay” for work in excess of 8 hours per
5 workday and/or in excess of 40 hours of work in the workweek. The same section also requires an
6 employer to pay an employee double the employee’s regular rate of pay for work in excess of twelve
7 hours each workday and/or for work in excess of 8 hours on the seventh consecutive day of work in
8 the workweek. Defendants caused Plaintiff to work overtime but did not compensate Plaintiff or
9 members of the Overtime Subclass at one and one-half times their “regular rate of pay” for such
10 hours.

11 55. At all relevant times herein, Defendants failed to conform their pay practices to the
12 requirements of the law. This unlawful conduct includes, but is not limited to, Defendants’ failure to
13 pay for all hours properly worked off the clock as alleged herein above, resulting in these individuals
14 not being paid for all overtime.

15 56. The foregoing policies and practices are unlawful and create an entitlement to recovery
16 by Plaintiff and the members of the Overtime Subclass in a civil action for the unpaid amount of
17 overtime wages, including interest thereon, statutory penalties, attorney’s fees, and costs of suit
18 according to Labor Code §§ 204, 210, 510, 1194, and 1198, the applicable Wage Orders, and Code
19 of Civil Procedure § 1021.5.

20 **THIRD CAUSE OF ACTION**
21 **MEAL PERIOD VIOLATIONS**
22 **(AGAINST ALL DEFENDANTS)**

23 57. Plaintiff re-alleges and incorporates all previous paragraphs by reference.

24 58. Plaintiff is informed and believes, and based thereon alleges, that Defendants failed in
25 its affirmative obligation to provide all of their hourly non-exempt employees, including Plaintiff and
26 members of the Class, with all required meal periods in accordance with the mandates of the
27 California Labor Code and applicable Wage Orders, for the reasons set forth in the Common
28 Allegations section of this Complaint.

4 60. As a result, Defendants is responsible for paying premium compensation for meal
5 period violations, including interest thereon, statutory penalties, and costs of suit pursuant to the
6 applicable Wage Orders, Labor Code §§ 226.7, 512, and Civil Code §§ 3287(b) and 3289.

REST PERIOD VIOLATIONS

10 61. Plaintiff re-alleges and incorporates all previous paragraphs by reference.

11 62. Section 12 of the applicable Wage Orders and Labor Code §§ 226.7 and 516 establish
12 the right of non-exempt employees to be provided with a rest period of at least ten (10) minutes for
13 each four (4) hour period worked, or major fraction thereof.

14 63. Due to its unlawful rest period policy/practices and operational requirements/work
15 demands, Defendants did not authorize and permit Plaintiff and Class members to take all rest periods
16 to which they were legally entitled.

17 64. Despite Defendants’ violations, Defendants have not paid an additional hour of pay at
18 the “regular rate of pay” to Plaintiff and Class members at their respective regular rates of pay for
19 each violation, per California Labor Code § 226.7.

65. The foregoing violations create an entitlement to recovery by Plaintiff and members of the Class in a civil action for the unpaid amount of rest period premiums owing, including interest thereon, statutory penalties, and costs of suit pursuant to the applicable Wage Orders, Labor Code §§ 226.7 and 516, and Civil Code §§ 3287(b) and 3289.

FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS

27 66. Plaintiff re-alleges and incorporates all previous paragraphs by reference.

28 | 67. Labor Code 226(a) states in pertinent part the following:

1 “(a) An employer, semimonthly or at the time of each payment of wages,
2 shall furnish to his or her employee, either as a detachable part of the check,
3 draft, or voucher paying the employee’s wages, or separately if wages are
4 paid by personal check or cash, an accurate itemized statement in writing
5 showing (1) gross wages earned, (2) total hours worked by the employee,
6 (3) the number of piece-rate units earned and any applicable piece rate if the
7 employee is paid on a piece-rate basis, (4) all deductions, provided that all
8 deductions made on written orders of the employee may be aggregated and
9 shown as one item, (5) net wages earned, (6) the inclusive dates of the
10 period for which the employee is paid, (7) the name of the employee and
11 only the last four digits of his or her social security number or an employee
12 identification number other than a social security number, (8) the name and
13 address of the legal entity that is the employer, and (9) all applicable hourly
14 rates in effect during the pay period and the corresponding number of hours
15 worked at each hourly rate by the employee.”

16 68. As set forth above, during the Class Period, Defendants issued and continue to issue
17 wage statements to its employees, including Plaintiff and members of the Wage Statement Subclass,
18 which are inadequate under Labor Code Section § 226(a).

19 69. As a result of Defendants’ failure to pay Plaintiff and the Wage Statement Subclass
20 for all minimum, overtime wages, and missed meal and rest period premiums at the appropriate legal
21 rate, Defendants failed to include required information on Plaintiff and the Wage Statement Subclass’
22 wage statements, including, but not limited to, the gross wages earned, the net wages earned in
23 violation of Labor Code section 226(a), (1,2,5, and 9).

24 70. Defendants’ failure to comply with section 226(a) of the Labor Code was knowing
25 and intentional.

26 71. As a result of Defendants’ issuance of inaccurate itemized wage statements to Plaintiff
27 and members of the Wage Statement Subclass in violation of section 226(a) of the California Labor
28 Code, Plaintiff and members of the Wage Statement Subclass are each entitled to recover an initial
penalty of \$50, and subsequent penalties of \$100, up to an amount not exceeding an aggregate penalty
of \$4,000 per Plaintiff and per every member of the Wage Statement Subclass from Defendants’
pursuant to section 226(e) of the Labor Code, costs and reasonable attorneys’ fees.

1 **SIXTH CAUSE OF ACTION**

2 **WAITING TIME PENALTIES**

3 **(AGAINST ALL DEFENDANTS)**

4 72. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

5 73. The actionable period for this cause of action is three years before filing this Complaint
6 through the present and ongoing until the violation is corrected, or the class is certified.

7 74. Labor Code §§ 201 and 202 require Defendants to pay all compensation due and owing
8 to Plaintiff and the Waiting Time Subclass during the actionable period for this cause of action at or
9 around the time their employment is terminated or ended.

10 75. Labor Code § 203 provides that if an employer willfully fails to pay compensation
11 promptly upon discharge or resignation, as required by Labor Code sections 201 and 202, the
12 employer is liable for penalties for continued compensation up to thirty (30) workdays.

13 76. Defendants willfully failed to pay the Waiting Time Subclass for all hours worked,
14 including all minimum and overtime wages, and their meal and rest period premiums at the “regular
15 rate of pay” before or upon termination or separation from employment with Defendants as required
16 by Labor Code §§ 201 and 202.

17 77. As a result, Defendants are liable to the Waiting Time Subclass for waiting time
18 penalties amounting to thirty (30) days' wages for Plaintiff and the Waiting Time Subclass pursuant
19 to Labor Code § 203. *See, e.g.,* DLSE Manual, 4.3.4 (Failure to pay any wages due upon termination
20 entitles an employee to recover waiting time penalties).

21 **SEVENTH CAUSE OF ACTION**

22 **FAILURE TO REIMBURSE FOR NECESSARY BUSINESS EXPENDITURES**

23 **(AGAINST ALL DEFENDANTS)**

24 78. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

25 79. Labor Code 2802(a) states in pertinent part the following: “(a) An employer shall
26 indemnify his or her employee for all necessary expenditures or losses incurred by the employee in
27 direct consequence of the discharge of his or her duties, or of his or her obedience to the directions
28 of the employer, even though unlawful, unless the employee, at the time of obeying the directions,

1 believed them to be unlawful.”

2 80. As set forth above, Plaintiff and Class members must be compensated for all necessary
3 business expenditures, including, but not limited to, a reasonable portion of their monthly personal
4 cell phone bills incurred in the discharge of their duties. (See *Cochran v. Schwan’s Home Service,*
5 *Inc.* (2014) 228 Cal.App.4th 1137 (“We hold that when employees must use their personal cell phones
6 for work-related calls, Labor Code section 2802 requires the employer to reimburse them. Whether
7 the employees have cell phone plans with unlimited minutes or limited minutes, the reimbursement
8 owed is a reasonable percentage of their cell phone bills.”)).

9 81. At all relevant times, Defendants have failed to comply with Labor Code Section 2802
10 and the applicable Wage Orders by failing to reimburse Plaintiff and the Class for all necessary
11 business expenditures.

12 **EIGHT CAUSE OF ACTION**

13 **UNFAIR COMPETITION**

14 **(AGAINST ALL DEFENDANTS)**

15 82. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

16 83. Defendants has engaged and continues to engage in unfair and/or unlawful business
17 practices in California in violation of California Business and Professions Code § 17200 *et seq.*, by
18 failing to pay for all hours worked, by failing to provide all legally required meal and rest periods or
19 pay premium payments at the “regular rate of pay” in lieu thereof, by failing to provide accurate wage
20 statements, by failing to reimburse for all necessary business expenses adequately, and by failing to
21 pay all earned wages at the time of separation from employment.

22 84. Defendants’ utilization of these unfair and/or unlawful business practices deprived
23 Plaintiff and continues to deprive members of the Classes of compensation to which they are legally
24 entitled, constitutes unfair and/or unlawful competition, and provides an unfair advantage over
25 Defendants’ competitors who have been and/or are currently employing workers and attempting to
26 do so in honest compliance with applicable wage and hour laws.

27 85. Because Plaintiff is a victim of Defendants’ unfair and/or unlawful conduct alleged
28 herein, Plaintiff, for himself and on behalf of the members of the Classes, seeks full restitution of

monies, as necessary and according to proof, to restore any and all monies withheld, acquired and/or converted by Defendants pursuant to Business and Professions Code §§ 17203 and 17208.

86. The acts complained of herein occurred within the last four years immediately preceding the filing of the Complaint in this action.

87. Plaintiff was compelled to retain the services of counsel to file this court action to protect his interests and those of the Classes, to obtain restitution and injunctive relief on behalf of Defendants' current hourly non-exempt employees, and to enforce important rights affecting the public interest. Plaintiff has thereby incurred the financial burden of attorneys' fees and costs, which he is entitled to recover under Code of Civil Procedure § 1021.5.

NINTH CAUSE OF ACTION

PRIVATE ATTORNEYS GENERAL ACT

(AGAINST ALL DEFENDANTS)

88. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

89. Defendants have committed several Labor Code violations against Plaintiff and other similarly aggrieved employees. Plaintiff, an "aggrieved employee" within the meaning of Labor Code § 2698 *et seq.*, acting on behalf of himself and other similarly aggrieved employees, brings this PAGA representative action against Defendants to recover the civil penalties due to Plaintiff, other similarly aggrieved employees, and the State of California according to proof pursuant to Labor Code § 2699 (a) and (f) including, but not limited to (1) \$100 for each initial violation and (2) \$200 for each subsequent violation per employee per pay period for those violations of the Labor Code for which no civil penalty is specifically provided based on the following Labor Code violations:

a) Failing to pay Plaintiff and similarly aggrieved employees for all minimum and overtime wages for all hours worked or for which they were subject to the control of the employer;

b) Failing to provide Plaintiff and other similarly Aggrieved Employees with all of their statutorily mandated meal periods in violation of Labor Code §§ 204, 510, 1194, and 1198;

c) Failing to authorize and permit Plaintiff and other similarly Aggrieved employees with all of their statutorily mandated rest periods in violation of Labor Code §§ 226.7 and 516;

d) Failing to furnish Plaintiff and other similarly situated employees with complete,

1 accurate, itemized wage statements in violation of Labor Code § 226(a) and applicable Wage Orders;

2 e) Failing to pay final wages in a timely manner in violation of Labor Code §§ 201-203
3 and applicable Wage Orders; and

4 f) Failing to reimburse Plaintiff and other aggrieved employees with all necessary
5 business expenditures in violation of Labor Code §§ 2802-2804 and applicable Wage Orders.

6 90. On or about February 13, 2025, Plaintiff notified Defendant Dobbins Transportation
7 and the California Labor and Workforce Development Agency (“LWDA”) of violations of the
8 California Labor Code § 2698 *et seq.*, with respect to violations of the California Labor Code
9 identified in Paragraph 88 (a)-(f).

10 91. Now that sixty-five days have passed since Plaintiff notified Defendants of these
11 violations, Plaintiff has exhausted his administrative requirements for bringing a claim under the
12 Private Attorneys General Act with respect to these violations.

13 92. Plaintiff was compelled to retain the services of counsel to file this court action to
14 protect his interests and the interests of similarly aggrieved employees, and to assess and collect the
15 civil penalties owed by Defendants. Plaintiff has hereby incurred attorneys’ fees and costs, which he
16 is entitled to receive under California Labor Code § 2699.

17 **PRAYER FOR RELIEF**

18 **WHEREFORE**, Plaintiff prays for judgment for himself and all others on whose behalf this
19 suit is brought against Defendants, as follows:

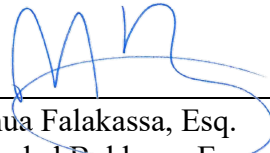
- 20 1. For an order certifying the proposed Classes;
- 21 2. For an order appointing Plaintiff as representative of the Classes;
- 22 3. For an order appointing Counsel for Plaintiff as Counsel for the Classes;
- 23 4. Upon the First and Second Cause of Action for compensatory, consequential,
24 general, and special damages according to proof pursuant to Labor Code §§ 204, 210, 510, 1194,
25 1197, 1197.1, and 1198 and reasonable attorneys’ fees and costs;
- 26 5. Upon the Third Cause of Action, for compensatory, consequential, general, and
27 special damages according to proof pursuant to Labor Code §§ 204, 210, 510, 1194, 1197, and 1198
28 and reasonable attorneys’ fees and costs;

- 1 6. Upon the Third Cause of Action, for compensatory, consequential, general, and
- 2 special damages according to proof pursuant to Labor Code §§ 226.7 and 512;
- 3 7. Upon the Fourth Cause of Action, for compensatory, consequential, general, and
- 4 special damages according to proof pursuant to Labor Code §§ 226.7 and 516;
- 5 8. Upon the Fifth Cause of Action, penalties pursuant to Labor Code § 226(a), and
- 6 reasonable costs and attorneys’ fees;
- 7 9. Upon the Sixth Cause of Action, for statutory waiting time penalties pursuant to
- 8 Labor Code §§ 201-203
- 9 10. Upon the Seventh Cause of Action, for unreimbursed expenses, interest, and
- 10 attorney’s fees and costs pursuant to Labor Code § 2802;
- 11 11. Upon the Eighth Cause of Action, for restitution to Plaintiff and members of the
- 12 Classes of all money and/or property unlawfully acquired by Defendants by means of any acts or
- 13 practices declared by this Court to be in violation of Business and Professions Code § 17200 *et seq.*;
- 14 12. Upon the Ninth Cause of Action, for civil penalties due to Plaintiff, other similarly
- 15 Aggrieved Employees, and the State of California according to proof pursuant to Labor Code § 2699
- 16 (a) and (f) including, but not limited to: (1) \$100.00 for each initial violation and \$200 for each
- 17 subsequent violation per employee per pay period for those violations of the Labor Code for which
- 18 no civil penalty is specifically provided under the Labor Code, and for reasonable attorneys’ fees and
- 19 costs;
- 20 13. Prejudgment interest on all due and unpaid wages pursuant to California Labor Code
- 21 § 218.6 and Civil Code §§ 3287 and 3289;
- 22 14. On all causes of action, for attorneys’ fees and costs as provided by Labor Code §§
- 23 218.5, 226, 1194, Code of Civil Procedure § 1021.5; and
- 24 15. For such other relief that the Court may deem just and proper.
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Dated: June 2, 2025

FALAKASSA LAW, P.C.
BOKHOUR LAW GROUP, P.C.

By: 
Joshua Falakassa, Esq.
Mehrdad Bokhour, Esq.
Attorneys for Plaintiff and the Putative Classes

PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of eighteen years and not a party to the within action; my business address is 1901 Avenue of the Stars, Suite 920, Los Angeles, California 90067.

On June 2, 2025, I served the following document(s) described as **SECOND AMENDED CLASS AND PAGA ACTION COMPLAINT** on the interested parties:

Stacy L. Henderson
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Attorneys for Defendants

BY ELECTRONIC SERVICE: I transmitted the above-referenced document(s) via electronic service provider First Legal to the person(s) identified above at the email address(es) indicated and did not, within a reasonable time after transmission, receive any message or communication indicating that delivery failed or that any other error had occurred which would delay or caused failure in transmission and delivery of the document and/or any attachments thereto.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on June 2, 2025, in Los Angeles, California.

/s/ Carlos Garcia
Carlos Garcia