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on behalf of himself and all others similarly situated

SUPERIOR COURT OF CALIFORNIA

COUNTY OF SAN BERNARDINO

MICHAEL BOLDS, on behalf of himself and
all others similarly situated,

Plaintiff,

v.

TRANSPORTUS INC., a California
Corporation; and DOES 1 Through 10,
inclusive,

Defendant.

Case No. CIVSB2515019

**FIRST AMENDED CLASS ACTION AND
REPRESENTATIVE ACTION COMPLAINT**

- 1. FAILURE TO PAY MINIMUM WAGES**
 - 2. FAILURE TO PAY OVERTIME WAGES**
 - 3. FAILURE TO PROVIDE MEAL PERIODS**
 - 4. FAILURE TO AUTHORIZE AND
PERMIT PAID REST PERIODS**
 - 5. FAILURE TO PROVIDE ACCURATE
ITEMIZED WAGE STATEMENTS**
 - 6. FAILURE TO TIMELY PAY WAGES
DUE AT SEPARATION**
 - 7. FAILURE TO REIMBURSE BUSINESS
EXPENSES**
 - 8. FAILURE TO PAY REPORTING TIME
PAY**
 - 9. VIOLATION OF THE UNFAIR
COMPETITION LAW**
 - 10. VIOLATION OF PRIVATE ATTORNEYS
GENERAL ACT ("PAGA")**
- DEMAND FOR JURY TRIAL**

NATURE OF CLAIM

1
2 1. Plaintiff MICHAEL BOLDS (“Plaintiff”) brings this action on behalf of himself
3 and a proposed Class of all California non-exempt, hourly-paid drivers who worked for Defendant
4 TRANSPORTUS INC., and Does 1 through 10 (“Defendant”), alleging Defendant’s unlawful
5 policies and/or practices denied, and continue to deny, them the wages and benefits to which they
6 are lawfully entitled.

7 2. Plaintiff seeks—for himself and the putative class—unpaid wages, liquidated
8 damages, equitable relief, prejudgment interest, reasonable attorneys’ fees and costs, and any
9 other relief this Court deems proper, pursuant to Labor Code sections 200-203, 218, 218.5, 218.6,
10 226, 226.7, 510, 512, 558, 1194, 1194.2, 1197, 1197.1, 1198, 2802, and 2804; the “Hours and
11 Days of Work,” “Minimum Wages,” “Reporting Time Pay,” “Meal Periods,” and “Rest Periods”
12 sections of the applicable Industrial Welfare Commission (“IWC”) Wage Order(s); and Business
13 and Professions Code sections 17200, *et seq.*

PARTIES

14
15 3. Plaintiff MICHAEL BOLDS is a resident of Torrance, California. Plaintiff worked
16 for Defendant as an hourly-paid, non-exempt driver between September 2024 and March 2025 in
17 San Bernardino County, Riverside County, and Los Angeles County, California.

18 4. Defendant TRANSPORTUS INC. is a California corporation, headquartered in
19 Fresno, California and doing business in California, including within the County of San
20 Bernardino. Defendant is a provider of non-emergency medical transportation services intended
21 for veterans, Medicare, Medical, Medicaid, or private pay sectors. The company offers
22 transportation services from home to rehab, clinics, hospitals and medical facilities.

23 5. Does 1 through 10, inclusive, are persons or entities whose true names and
24 identities are now unknown to Plaintiff, and who are sued by such fictitious names. Plaintiff will
25 amend this complaint to allege their true names and capacities when known. Plaintiff is informed
26 and believes each Doe defendant is the agent, representative, or parent or subsidiary corporation
27 of Defendant TransportUS Inc., is responsible in some manner for the occurrences, events,
28 transactions, and injuries alleged, and that harm suffered by Plaintiff and the proposed Class was

1 proximately caused by them in addition to TransportUS Inc.

2 6. Plaintiff alleges each of the Defendants, including the Doe defendants, acted in
3 concert with each and every other Defendant, intended to and did participate in the events, acts,
4 practices, and courses of conduct alleged, and was a proximate cause of damage and injury to
5 Plaintiff.

6 7. At all relevant times each Defendant was the agent or employee of each of the
7 other Defendants and was acting within the course and scope of such agency or employment.

8 **JURISDICTION AND VENUE**

9 8. Venue as to each Defendant is proper in this judicial district. Code of Civil
10 Procedure § 395. Plaintiff resides in Los Angeles County, and performed work for Defendant in
11 San Bernardino County. Defendant's corporate office is in Fresno, California. The unlawful acts
12 alleged here have a direct effect on Plaintiff and other similarly-situated employees within the
13 State of California and San Bernardino County. Plaintiff worked for Defendant within San
14 Bernardino County, traveling to and from locations such as Loma Linda, Upland, Rancho
15 Cucamonga, Barstow, and Fontana. Defendant employs numerous drivers in this County.

16 9. No federal question is raised as the issues herein are based solely on California
17 statutes and law, including the Labor Code, IWC Wage Orders, and the Code of Civil Procedure.
18 The Class Action Fairness Act ("CAFA"), 28 U.S.C. § 1332(d), does not apply, or in the
19 alternative, exceptions for local case or controversy under the CAFA do apply and prohibit
20 removal of this action to federal court. Based on his rate of pay, Plaintiff's individual claims do
21 not meet the necessary amount in controversy to implicate traditional jurisdiction under 28 U.S.C.
22 § 1332(a) or jurisdiction under the CAFA.

23 10. PAGA civil penalty actions are not subject to federal jurisdiction and are not
24 subject to removal. 28 U.S.C. §§ 1332(a)-(d).

25 **FACTUAL ALLEGATIONS**

26 11. At all relevant times, Plaintiff, Class Members, and other aggrieved employees
27 worked for Defendant in California, and Defendant conducted business in California.

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1 12. Plaintiff worked for Defendant as an hourly-paid, non-exempt medical
2 transportation driver between September 2024 and March 2025 in San Bernardino County, Los
3 Angeles County, California, and Riverside County, California.

4 13. Plaintiff worked 12 to 14-hour shifts a day, five times per week, typically Monday
5 through Friday, but his schedule varied. Some of his shifts began as early as 3 a.m. Plaintiff would
6 clock into Defendant's timekeeping system using an application on his personal cell phone.
7 Typically, there would be several pre-scheduled transportation assignments. Plaintiff would be
8 informed of these assignments the night before his shift, via a call or text messages from his
9 supervisor(s). Plaintiff was not paid for this time, at either regular or overtime rate, nor was he
10 reimbursed for his personal cellphone expenses.

11 14. Plaintiff, Class Members, and other aggrieved employees were entitled to non-
12 discretionary VA benefits in the form of additional pay per each hour they worked. This
13 compensation was to be contributed to Plaintiff's and other Class Members and aggrieved
14 employees' 401(k) retirement plans. However, Defendant failed to pay the full amount owed for
15 each hour worked and did not make the agreed-upon contributions. As a result, Plaintiff, Class
16 Members, and other aggrieved employees were deprived of these promised wages and retirement
17 benefits.

18 15. Plaintiff, Class Members, and other aggrieved employees transported individuals
19 (mostly veterans) between hospitals, their homes, or other medical or rehab facilities on a non-
20 emergency basis in a company-provided sprinter van. Plaintiff was not an Emergency Medical
21 Technician, paramedic, or any other certified ambulance transport employee. Defendant does not
22 qualify as an "emergency ambulance provider" as defined under Labor Code section 888, and the
23 vehicle Plaintiff drove was not an ambulance.

24 16. Once Plaintiff began the first patient transportation, he would receive calls from
25 the dispatch regarding additional trips, which were not previously scheduled. The dispatchers'
26 duties included filling any gaps between scheduled transportations, as there was significant
27 pressure from the management that Plaintiff and other drivers complete as many transportations
28 as possible.

1 17. Due to the Defendant’s pressures to complete as many transportations as possible,
2 Plaintiff frequently did not receive one or both of his meal periods, had them as late as after the
3 7th hour of work, or had them interrupted with work duties. Although Plaintiff recalls receiving
4 some meal premiums, the Defendant discouraged them, forcing Plaintiff and other drivers to
5 record meal breaks as if they were taken properly.

6 18. Similarly, due to the number of transportation orders scheduled by the dispatch,
7 Plaintiff frequently did not receive his rest periods, or had them interrupted with work duties.

8 19. To notify Plaintiff of additional transportation assignments not previously
9 scheduled, dispatch personnel would contact him on his personal cell phone. Despite using his
10 personal phone for work-related communications—including receiving schedule updates and
11 accessing the Defendant’s timekeeping system to record his hours—Plaintiff was not reimbursed
12 for any personal cellphone expenses.

13 20. At times, Defendants failed to pay Plaintiff, Class Members, and other aggrieved
14 employees reporting time pay when such Plaintiff and Class Members would report to work on
15 the day of their scheduled shift and Defendants failed to put such Plaintiff, Class Members, and
16 other aggrieved employees to work or furnished less than half of their usual day’s work, and did
17 not pay Plaintiff, Class Members, and other aggrieved employees reporting time pay. Multiple
18 times, Plaintiff was called to work and only worked for one to two hours and was sent home.

19 21. As a result of the above violations, Defendant willfully failed to provide accurate,
20 itemized wage statements, and complete, accurate, and timely final wages, to Plaintiff, Class
21 Members, and other aggrieved employees.

22 22. Plaintiff, on behalf of himself and Class Members, seeks injunctive relief,
23 restitution, and disgorgement of all benefits obtained by Defendant as a result of violations
24 alleged. Business and Professions Code §§ 17200, *et seq.*

25 **EXHAUSTION OF PAGA NOTICE REQUIREMENT**

26 23. Plaintiff exhausted the notice requirement by filing a complaint with the Labor
27 and Workforce Development Agency (“LWDA”) in his letter dated April 21, 2025, as required
28 under the California Labor Code Private Attorneys General Act (“PAGA”). A true and correct

copy of Plaintiff's letter is attached hereto as **Exhibit A** and is incorporated herein by reference. The LWDA did not assume jurisdiction over the applicable penalty claims alleged; therefore, Plaintiff has exhausted the procedural requirement under the PAGA to pursue any and all penalty claims as provided under the PAGA.

CLASS ACTION ALLEGATIONS

24. Plaintiff seeks to represent a Class defined as:

Class

All Defendant's California non-exempt, hourly-paid drivers at any time during the four years before the filing of this Complaint through the date of trial.

25. Plaintiff seeks to certify a subclass defined as:

"Minimum Wages Subclass"

All Class Members who were not paid at least minimum wages for some time worked or spent under Defendant's control.

26. Plaintiff seeks to certify a subclass defined as:

"Overtime Wages Subclass"

All Class Members who worked in excess of forty (40) hours in one week.

27. Plaintiff seeks to certify a subclass defined as:

"First Meal Period Subclass"

All Class Members who worked one or more period(s) in excess of five (5) hours.

28. Plaintiff seeks to certify a subclass defined as:

"Second Meal Period Subclass"

All Class Members who worked one or more period(s) in excess of ten (10) hours.

29. Plaintiff seeks to certify a subclass defined as:

"Rest Period Subclass"

All Class Members who worked one or more period(s) in excess of three and one-half (3.5) hours.

30. Plaintiff seeks to certify a subclass defined as:

"Wage Statement Subclass"

All Class Members who received one or more itemized wage statements during the one year preceding the filing of this Complaint.

31. Plaintiff seeks to certify a subclass defined as:

“Waiting Time Subclass”

All Class Members whose working relationship with Defendant ended at any time during the three years preceding the filing of this Complaint.

32. Plaintiff seeks to certify a subclass defined as:

“Expense Reimbursement Subclass”

All Class Members who used their personal cell phones for work-related purposes for Defendant.

33. Plaintiff seeks to certify a subclass defined as:

“Reporting Time Pay Subclass”

All Class Members who worked less than half their scheduled day’s shift.

34. Plaintiff seeks to certify a subclass defined as:

“UCL Subclass”

All Class and Subclass Members who were subject to Defendant’s unlawful or unfair business acts or practices.

35. Plaintiff reserves the right to amend or modify the Class description, including by division into subclasses or limitation to particular issues. California Rule of Court 3.765(b).

36. **Commonality**: This action has been brought and may be maintained as a class action pursuant to Code of Civil Procedure section 382 because there is a well-defined common interest of many persons and it is impractical to bring them all before the court.

37. **Ascertainable Class**: The proposed Class and Subclasses are ascertainable because they can be identified and located using Defendant’s payroll and personnel records.

38. **Numerosity**: The potential members of the Class and Subclasses as defined are so numerous that joinder of all members would be unfeasible and impractical. The disposition of their claims through this class action will benefit the parties and this Court. The number of members of the Class and Subclasses is unknown to Plaintiff, but is estimated to be at least 100 individuals. The number and identity of members can be readily ascertained using Defendant’s records.

39. **Typicality**: The claims of Plaintiff are typical of the claims of all members of the Class and Subclasses because all members of the Class and Subclasses sustained similar injuries and damages caused by Defendant’s common course of conduct in violation of law.

1 40. **Adequacy**: Plaintiff is an adequate representative of the Class and Subclasses, will
2 fairly protect the interests of the Class and Subclass Members and has no interests antagonistic to
3 them, and will vigorously pursue this suit. Plaintiff's attorneys are competent, skilled, and
4 experienced in litigating large employment law class actions.

5 41. **Superiority**: A class action is superior to other available means for the fair and
6 efficient adjudication of this controversy. Individual joinder of all Class Members is not
7 practicable, and questions of law and fact common to the Class predominate over questions
8 affecting only individual Class Members. A Class action will allow those similarly situated to
9 litigate their claims in the most efficient and economical manner for the parties and the judicial
10 system. Plaintiff is unaware of any difficulties likely to be encountered in the management of this
11 action that precludes its maintenance as a class action.

12 42. The predominating common questions of law and fact include:

- 13 a. Whether Defendant has a policy and practice of paying less than minimum
14 wages for all time worked or under Defendant's control;
- 15 b. Whether Defendant has a policy or practice of failing pay overtime
16 compensation for all overtime hours;
- 17 c. Whether Defendant has a policy or practice of failing to provide compliant
18 meal periods;
- 19 d. Whether Defendant has a policy or practice of failing to authorize or permit
20 compliant rest periods;
- 21 e. Whether Defendant has a policy or practice of failing to provide accurate
22 itemized wage statements;
- 23 f. Whether Defendant has a policy or practice of failing to reimburse business
24 expenses;
- 25 g. Whether Defendant failed to pay premium wages required by the applicable
26 Wage Order's Reporting Time Pay regulations;
- 27 h. Whether the Class and Waiting Time Subclass Members are entitled to waiting
28 time penalties under Section 203;

- i. Whether Defendant violated Sections 17200, *et seq.* of the Business and Professions Code; and
- j. Whether the Class and Subclasses are entitled to equitable relief pursuant to Business and Professions Code, sections 17200, *et seq.*

CAUSES OF ACTION

FIRST CAUSE OF ACTION

Failure to Pay Minimum Wages

**Labor Code §§ 218, 218.5, 218.6, 1194 and 1194.2, 1197, 1197.1 and the “Minimum Wages” section of applicable IWC Wage Order(s)
(By Plaintiff and each Minimum Wages Subclass Member)**

43. Plaintiff incorporates the preceding paragraphs of this Complaint.

44. Labor Code section 218 provides, in pertinent part, that “[n]othing in this article [California Labor Code, Division 2, Part 1, Chapter 1 – Payment of Wages, Article 1] shall limit the right of any wage claimant to sue directly or through an assignee for any wages or penalty due to them under this article.”

45. At all relevant times, California Labor Code sections 1194, 1197, and 1197.1 provide for payment of not less than a minimum wage to employees, and the payment of a lesser wage than the minimum so fixed is unlawful.

46. By failing to pay at least minimum wages for all hours worked or under Defendant’s control, Defendant violated Labor Code section 1194 and the “Minimum Wages” section of applicable IWC Wage Order(s).

47. Additionally, Defendant deprived Plaintiff and Class Members of wages and retirement benefits by failing to pay the full amount of non-discretionary VA benefits owed for each hour worked and did not make the agreed-upon contributions.

48. In committing the violations of California law as alleged in this Complaint, Defendant has knowingly and willfully refused to perform its obligations to compensate Plaintiff and Class Members for all wages earned and all hours worked. As a direct result, Plaintiff and Class Members have suffered and continue to suffer, substantial losses related to the use and enjoyment of such compensation, wages and lost interest on such monies and expenses and attorneys’ fees in seeking to compel Defendant to fully perform its obligation under state law, all

1 to its respective damage in amounts according to proof at trial and within the jurisdiction of this
2 Court.

3 49. Labor Code section 1194.2 provides for liquidated damages equal to unlawfully
4 unpaid minimum wages, with interest.

5 50. Defendant's unlawful acts deprived Plaintiff and the Minimum Wages Subclass of
6 minimum wages in amounts to be determined at trial, and they are entitled to recover these wages,
7 and liquidated damages, interest, attorneys' fees, and costs damages to the fullest extent
8 permissible pursuant to Labor Code sections 218, 218.5, 218.6, and 1194(a).

9 **SECOND CAUSE OF ACTION**

10 **Failure to Pay Overtime Wages**

11 **Labor Code §§ 510 and 1194, 1198 and the "Overtime Wages" section of applicable IWC
Wage Order(s)**

12 **(By Plaintiff and each Overtime Wages Subclass Member)**

13 51. Plaintiff incorporates the preceding paragraphs of this Complaint.

14 52. As applicable here, Labor Code section 510 and the applicable Wage Order
15 provide that employees in California shall not be employed more than eight hours a day and/or
16 forty hours in a workweek unless they receive additional compensation beyond their regular
17 wages in amounts specified by law. Specifically, Labor Code section 510(a) requires that any
18 work in excess of 8 hours a day and/or 40 hours in any one workweek shall be compensated at
19 the rate of no less than one and one-half times the regular rate of pay for an employee.

20 53. Labor Code section 1194 establishes an employee's right to recover unpaid
21 overtime compensation, and interest thereon, together with the costs of suit, and attorneys' fees.
22 Labor Code section 1198 makes employment of an employee for longer hours than the IWC set
23 or under conditions the IWC prohibits unlawful.

24 54. During the Class Period, Plaintiff and other Class Members have worked more
25 than eight hours a day and/or forty hours in a workweek.

26 55. During the Class Period, Defendant has failed to pay Plaintiff and other Class
27 Members the overtime compensation premium for those unpaid hours they have worked in excess
28 of eight hours a day and/or 40 hours in a workweek as required by Labor Code sections 510 and
1198, and the applicable Wage Order.

1 56. By failing to pay overtime wages, Defendant violated Labor Code sections 510
2 and 1194 and the “Hours and Days of Work” section of the applicable IWC Wage Order(s).

3 57. Defendant’s unlawful acts deprived Plaintiff and the Overtime Wages Subclass of
4 overtime wages in amounts to be determined at trial, and they are entitled to recover these wages,
5 interest, attorneys’ fees, and costs to the fullest extent permissible pursuant to Labor Code sections
6 218, 218.5, 218.6, and 1194(a).

7 **THIRD CAUSE OF ACTION**

8 **Failure to Provide Required Meal Periods**

9 **Labor Code §§ 226.7, 512, and the “Meal Periods” section of applicable
IWC Wage Order(s)**

10 **(By Plaintiff and each First and Second Meal Period Subclass Member)**

11 58. Plaintiff incorporates the preceding paragraphs of this Complaint.

12 59. The applicable Wage Order provides, in pertinent part: “[n]o employer shall
13 employ any person for a work period of more than five (5) hours without a meal period of not
14 less than 30 minutes, except that when a work period of not more than six (6) hours will complete
15 the day’s work the meal period may be waived by mutual consent of the employer and the
employee.”

16 60. Labor Code section 512(a) provides, in pertinent part: “[a]n employer may not
17 employ an employee for a work period of more than five hours per day without providing the
18 employee with a meal period of not less than 30 minutes, except that if the total work period per
19 day of the employee is no more than six hours, the meal period may be waived by mutual consent
20 of both the employer and employee. An employer may not employ an employee for a work period
21 of more than 10 hours per day without providing the employee with a second meal period of not
22 less than 30 minutes, except that if the total hours worked is no more than 12 hours, the second
23 meal period may be waived by mutual consent of the employer and the employee only if the first
24 meal period was not waived.”

25 61. Defendant failed to provide meal periods of at least thirty (30) minutes for shifts
26 of five hours or more, which began before the end of the fifth hour of work; provide second duty-
27 free meal periods of at least thirty (30) minutes for shifts of ten hours or more, which began before
28 the tenth hour of work; and pay premium wages of one (1) hour of pay at employees’ regular rate

1 of compensation for each workday a meal period was not provided. By doing so, Defendant
2 willfully violated the provisions of Labor Code sections 226.7 and 512, and the “Meal Periods”
3 section of the applicable IWC Wage Order(s).

4 62. Defendant’s unlawful acts deprived Plaintiff and the First and Second Meal Period
5 Subclasses of premium wages in amounts to be determined at trial, and they are entitled to recover
6 these amounts, along with interest, attorneys’ fees, and costs.

7 **FOURTH CAUSE OF ACTION**
8 **Failure to Provide Required Rest Periods**
9 **Labor Code § 226.7 and the “Rest Periods” section of applicable IWC Wage Order(s)**
10 **(By Plaintiff and each Rest Period Subclass Member)**

11 63. Plaintiff incorporates the preceding paragraphs of this Complaint.

12 64. California Labor Code section 226.7(b) provides: “An employer shall not require
13 an employee to work during a meal or rest or recovery period mandated pursuant to an applicable
14 statute, or applicable regulation, standard, or order of the Industrial Welfare Commission, ...”

15 65. The applicable Wage Order provides, in pertinent part: “[e]very employer shall
16 authorize and permit all employees to take rest periods, which insofar as practicable shall be in
17 the middle of each work period. The authorized rest period time shall be based on the total hours
18 worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction
19 thereof. However, a rest period need not be authorized for employees whose total daily work time
20 is less than three and one-half (3 ½) hours. Authorized rest period time shall be counted as hours
21 worked for which there shall be no deduction from wages.”

22 66. The applicable Wage Order further provides: “[i]f an employer fails to provide an
23 employee with a rest period in accordance with the applicable provisions of this order, the
24 employer shall pay the employee one (1) hour of pay at the employee’s regular rate of
25 compensation for each workday that the rest period is not provided.”

26 67. By failing to authorize and permit Plaintiff and Class Members a paid rest period
27 of at least 10 minutes for every four hours or major fraction worked per day, and by failing to
28 provide premium wages at the regular rate of compensation when not permitted or authorized,
Defendant willfully violated the provisions of Labor Code section 226.7 and the “Rest Period”

1 section of applicable IWC Wage Order(s).

2 68. Defendant's unlawful acts deprived Plaintiff and the Rest Period Subclass of
3 premium wages in amounts to be determined at trial, and they are entitled to recover these
4 amounts, along with interest, attorneys' fees, and costs.

5 **FIFTH CAUSE OF ACTION**
6 **Failure to Provide Accurate Wage Statements**
7 **Labor Code § 226**
8 **(By Plaintiff and each Wage Statement Subclass Member)**

9 69. Plaintiff incorporates the preceding paragraphs of this Complaint.

10 70. California Labor Code section 226(a) provides: "[e]very employer shall,
11 semimonthly or at the time of each payment of wages, furnish each of his or her employees, either
12 as a detachable part of the check, draft, or voucher paying the employee's wages, or separately
13 when wages are paid by personal check or cash, an accurate itemized statement in writing showing
14 (1) gross wages earned, (2) total hours worked by the employee [...], (3) the number of piece-rate
15 units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all
16 deductions, provided that all deductions made on written orders of the employee may be
17 aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for
18 which the employee is paid, (7) the name of the employee and only the last four digits of his or
19 her social security number, [...], (8) the name and address of the legal entity that is the employer,
20 and (9) all applicable hourly rates in effect during the pay period and the corresponding number
21 of hours worked at each hourly rate by the employee...."

22 71. Any employee suffering injury due to a willful violation of Labor Code section
23 226(a) may, under Labor Code section 226(e), collect the greater of actual damages or \$50 for
24 the first inadequate pay statement and \$100 for each inadequate statement thereafter, up to \$4,000.
25 Defendant willfully failed to provide Plaintiff and Class Members with required adequate wage
26 statements. Labor Code § 226.

27 72. As a consequence of Defendant's knowing and intentional failure to comply with
28 Labor Code section 226(a), Plaintiff and the Wage Statement Subclass are entitled to recover the
greater of actual damages or penalties not to exceed \$4,000 for each employee with interest and

attorneys' fees and costs.

SIXTH CAUSE OF ACTION

Failure to Timely Pay Wages Due at Separation

Labor Code §§ 201-203

(By Plaintiff and each Waiting Time Subclass Member)

73. Plaintiff incorporates the preceding paragraphs of this Complaint.

74. An employer who discharges an employee must pay all compensation due and to that employee immediately upon discharge. Labor Code § 201. An employer must pay all compensation due to an employee who quits within 72 hours. Labor Code § 202.

75. Defendant willfully failed to timely pay earned wages to former Class Members. If an employer willfully fails to timely pay such wages the employer must, as a penalty, continue to pay the subject employee's wages until paid or until an action is commenced. Labor Code § 203. The penalty cannot exceed 30 days of wages.

76. Waiting Time Subclass Members are no longer employed by Defendant.

77. Defendant willfully failed to pay Waiting Time Subclass Members the sum due at the time of their termination or within seventy-two (72) hours of their resignation, and failed to pay those sums for thirty (30) days thereafter. Defendant's unlawful acts deprived Plaintiff and Class Members of these wages, and they are entitled to recover waiting time penalties.

SEVENTH CAUSE OF ACTION

Failure to Reimburse Business Expenses

Labor Code §§ 2802 and 2804

(By Plaintiff and Expense Reimbursement Subclass Member)

78. Plaintiff incorporates the preceding paragraphs of this Complaint.

79. An employer must reimburse its employees for "all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or her obedience to the directions of the employer...." Labor Code § 2802. This right to reimbursement may not be waived. Labor Code § 2804.

80. By failing to reimburse Plaintiff and Class Members for their reasonable business expenses, including for personal cell phones, Defendant violated Labor Code section 2802.

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1 81. Defendant's unlawful acts deprived Plaintiff and the Expense Reimbursement
2 Subclass of expense reimbursements in amounts to be determined at trial, and they are entitled to
3 recover these amounts, along with interest, attorneys' fees, and costs.

4 **EIGHTH CAUSE OF ACTION**
5 **Failure to Pay Reporting Time Pay**
6 **The Applicable Wage Order and Labor Code § 558**
7 **(By Plaintiff and each Reporting Time Pay Subclass Member)**

8 82. Plaintiff incorporates the preceding paragraphs of this Complaint.

9 83. Section 5 of the applicable IWC Wage provides that, "(A) Each workday an
10 employee is required to report for work and does report, but is not put to work or is furnished
11 less than half said employee's usual or scheduled day's work, the employee shall be paid for half
12 the usual or scheduled day's work, but in no event for less than two (2) hours nor more than four
13 (4) hours, at the employee's regular rate of pay, which shall not be less than the minimum wage."

14 84. Multiple times, Plaintiff reported to work and only worked for one to two hours
15 and was sent home early. Since Defendant requires that Plaintiff and Class Members report to
16 work, but are not put to work and sent home early, and did not and do not compensate Plaintiff
17 and Class Members for the proper reporting time pay, Plaintiff and Class Members are entitled
18 to their full wages for the time they were required to report to work, and were not put to work,
19 and sent home during the Class Period.

20 85. As further alleged herein above, in addition to the premium wages for Reporting
21 Time Pay, Plaintiff and Class Members are entitled to a civil penalty under the applicable Wage
22 Order and Labor Code section 558, for Defendant's violation of the applicable Wage Order. The
23 amount of the civil penalty is equal to \$50 for the first violation and \$100 for each subsequent
24 violation, for each employee suffering from the violation.

25 86. Plaintiff and the Reporting Time Pay Subclass Members are entitled to seek and
26 recover reasonable attorneys' fees and costs for the successful prosecution of this claim.

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NINTH CAUSE OF ACTION
Violation of the Unfair Competition Law
Bus. & Prof. Code §§ 17200, *et seq.*
(By Plaintiff and each UCL Subclass Member)

87. Plaintiff incorporates the preceding paragraphs of this Complaint.

88. The California Unfair Competition Law (“UCL”), Cal. Bus. & Prof. Code sections 17200, *et seq.*, defines unfair competition to include any “unlawful,” “unfair,” or “fraudulent” business act or practice. Cal. Bus. & Prof. Code § 17200.

89. Defendant’s conduct as described above constitutes unlawful business practices because Defendant violated: the California Labor Code, including but not limited to Sections 226.7 (meal and rest periods), 510 and 1194 (minimum and overtime wages), 218 and 558 (Reporting Time Pay), and 2802 (expense reimbursement); and sections of the applicable IWC Wage Order(s).

90. Defendant’s conduct as described above constitutes unfair business practices because their denial of lawfully earned wages outweighs any utility of such practices.

91. As a result of Defendant’s unlawful and unfair conduct, Plaintiff and Class Members suffered injury in fact.

92. Plaintiff and Class Members seek declaratory and injunctive relief, restitution, and other appropriate equitable relief. Cal. Bus. & Prof. Code §§ 17203, 17204.

93. Pursuant to California Code of Civil Procedure section 1021.5, Plaintiff and Class Members are entitled to recover reasonable attorneys’ fees, costs, and expenses incurred in bringing this action.

94. This cause of action is brought as a cumulative remedy and is intended as an alternative remedy for restitution for Plaintiff, and each Subclass Member, for the four (4)-year period before the filing of this Complaint, and as the primary remedy during the fourth year before the filing of this Complaint. Business and Professions Code § 17205.

TENTH CAUSE OF ACTION
Violation of Private Attorneys General Act (“PAGA”)
(Cal. Lab. Code §§ 2698, *et seq.*)

95. Plaintiff incorporates the preceding paragraphs of this Complaint.

1 96. Labor Code sections 2698 and 2699 (The California Private Attorneys General
2 Act of 2004, or “PAGA”), expressly establish that any provision of the California Labor Code
3 which provides for a civil penalty to be assessed and collected by The Labor and Workforce
4 Development Agency (“LWDA”), or any of its departments, divisions, commissions, boards,
5 agencies or employees for a violation of the California Labor Code, may be recovered through
6 a civil action brought by an aggrieved employee on behalf of other current or former employees.

7 97. Whenever the LWDA, or any of its departments, divisions, commissions, boards,
8 agencies or employees has discretion to assess a civil penalty, a fact-finder in a civil action is
9 authorized to exercise the same discretion, subject to the same limitations and conditions, to
10 assess a civil penalty.

11 98. Plaintiff is an “aggrieved employee” as defined by Labor Code section 2699(c),
12 because he is or was an employee of Defendant, and personally experienced the Labor Code
13 violations alleged herein during the relevant time period.

14 99. With the exception of Plaintiff’s Reporting Time Pay and 401K claims, for which
15 the PAGA notice has still not expired, Plaintiff asserts all of his claims in this Complaint against
16 Defendant on behalf of all aggrieved employees, as well as the general public, in his capacity as
17 a “private attorney general,” and seeks all statutory penalties available under the Labor Code.

18 100. By reason of the above and pursuant to Labor Code section 2699, Plaintiff, on
19 behalf of all aggrieved employees, as well as the general public, is entitled to payment of
20 penalties, plus interest, as provided in the PAGA statute.

21 101. In addition, Plaintiff, on behalf of all aggrieved employees, as well as the general
22 public, seeks and is entitled to have 65% of all recovered penalties and interest allocated to the
23 LWDA and 35% to the aggrieved employees. Further, Plaintiff is entitled to seek and recover
24 reasonable attorneys’ fees, expenses and costs pursuant to Labor Code section 2699, and any
25 other applicable statutes.

26 102. Plaintiff complied with the notice requirements of Labor Code section
27 2699.3(a)(1) prior to commencing this action. A copy of the letter submitted to the California
28 LWDA on April 21, 2025, via online filing, and copied to Defendant’s Agent for Service of

1 Process in California on the same date, via certified mail, in accordance with Section 2699.3(a),
2 is attached hereto as **Exhibit A**, and by reference incorporated herein.

3 103. As of today's date, the LWDA has not responded to Plaintiff's notice.

4 104. Plaintiff, other members of the Class, and/or aggrieved employees, are also
5 entitled to reasonable attorneys' fees and costs, pursuant to the PAGA statute, California Labor
6 Code sections 2698, *et seq.*

7 **PRAYER FOR RELIEF**

8 **WHEREFORE**, Plaintiff prays for the following relief on behalf of himself and the Class
9 against Defendant:

10 1. Certification of this action as a class action and appointment of Plaintiff and
11 Plaintiff's counsel to represent the Class;

12 2. Provision of class notice to Class Members as defined above;

13 3. A declaratory judgment that Defendant knowingly and intentionally violated:

14 a. California Labor Code sections 510 and 1194 by failing to pay minimum
15 and overtime wages;

16 b. California Labor Code sections 226.7 and 512 by failing to provide meal
17 and rest periods;

18 c. California Labor Code section 226 by failing to provide accurate, itemized
19 wage statements;

20 d. California Labor Code section 203 by failing to pay waiting time penalties;

21 e. California Labor Code section 2802 by failing to reimburse business
22 expenses;

23 f. California Labor Code section 218 and Section 5 of the applicable IWC
24 Wage Order by failing to pay reporting time pay; and

25 g. California Business and Professions Code sections 17200, *et seq.* by
26 engaging in unlawful or unfair business practices.

27 4. That Defendant be permanently enjoined from engaging in the unlawful or unfair
28 acts and practices alleged;

5. An order requiring Defendant to pay restitution of all amounts owed to Plaintiff and Class Members, in an amount according to proof, pursuant to California Business and Professions Code section 17203;

6. That this action be maintained as a PAGA representative action, and that Plaintiff and his counsel be provided with all enforcement capability as if the action were brought by the California Division of Labor Standards Enforcement;

7. On the Tenth Cause of Action, to recover civil penalties pursuant to Labor Code section 2699(a) or, in the alternative, section 2699(f)(2), attorney's fees, and costs;

8. Compensatory damages according to proof;

9. Statutory damages under the Labor Code;

10. Liquidated damages under the Labor Code;

11. Pre-judgment interest on all sums collected;

12. Reasonable attorneys' fees and costs, pursuant to California Code of Civil Procedure section 1021.5, the California Labor Code, the PAGA, or other applicable law;

13. Costs of suit; and,

14. Such other relief as the Court may deem appropriate.

COHELAN KHOURY & SINGER

Dated: June 26, 2025

By: M. Realin

Isam C. Khoury, Esq.

Maggie Realin, Esq.

Attorneys for Plaintiff MICHAEL BOLDS, on behalf of himself and all others similarly situated

DEMAND FOR JURY TRIAL

Plaintiff demands a jury trial of all claims triable as of right by jury.

COHELAN KHOURY & SINGER

Dated: June 26, 2025

By: M. Realin

Isam C. Khoury, Esq.

Maggie Realin, Esq.

Attorneys for Plaintiff MICHAEL BOLDS, on behalf of himself and all others similarly situated

EXHIBIT A

COHELAN KHOURY & SINGER

A PARTNERSHIP OF PROFESSIONAL LAW CORPORATIONS

TIMOTHY D. COHELAN, APLC*
ISAM C. KHOURY, APC
DIANA M. KHOURY, APC
MICHAEL D. SINGER, APLC•

(*Also admitted in the District of Columbia)
(•Also admitted in Colorado)

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JEFF GERACI
MAGGIE K. REALIN
ROSEMARY C. KHOURY

April 21, 2025

NOTICE VIA ONLINE SUBMISSION

California Labor and Workforce Development Agency ("LWDA")

VIA CERTIFIED U.S. MAIL WITH RETURN RECEIPT

TransportUS, Inc.

5150 E Pacific Coast Hwy, Suite 200

Long Beach, CA 90815

TransportUS, Inc.

c/o Lawrence Garcia, Agent for Service

5470 W Spruce Ave. Ste. 102

Fresno, CA 93722

TransportUS, Inc.

5470 W Spruce Ave. Ste. 102

Fresno, CA 93722

Re: Notice by Michael Bolds, on behalf of all similarly-situated aggrieved California employees of TransportUS, Inc.

Dear PAGA Administrator and TransportUS, Inc.:

Pursuant to the Labor Code Private Attorneys General Act of 2004 ("PAGA"), Cal. Lab. Code sections 2698, *et seq.* ("PAGA"), Michael Bolds ("Mr. Bolds" or "Claimant") intends to bring a civil action against his employer, TransportUS Inc. ("TransportUS" or "Employer"), on behalf of all other non-exempt, hourly paid employees who worked as drivers for TransportUS ("aggrieved employees"). This letter serves as Claimant's written notice pursuant to Labor Code section 2699.3(a)(1)(A) providing the Labor and Workforce Development Agency (hereafter "LWDA") the opportunity to investigate the alleged claims contained in this notice.

If the LWDA does not intend to investigate the alleged violations, Claimant intends to file a representative civil action for PAGA penalties on behalf of other aggrieved employees of Employer and shall seek civil penalties under the PAGA on behalf other aggrieved employees in the State of California. A copy of this notice is being sent to Employer by certified mail at the address above.

FACTUAL STATEMENT

Claimant worked for Employer as medical transportation driver between approximately September 2024 and March 2024 in San Bernardino County, Riverside County, and Los Angeles County, California. Claimant worked 12-14 hour shifts a day, 5 times per week, typically Monday through Friday, but his schedule varied. Some of his shifts began as early as 3 a.m. Claimant would clock into Employer's timekeeping system using an application on his personal cell phone. Typically, there would be several pre-scheduled transportation assignments. Claimant would be informed of these assignments the night before his shift, via a call or text messages from his supervisor(s). Claimant was not paid for this time, nor was he reimbursed for his personal cellphone expenses.

Claimant transported patients (mostly veterans) between hospitals, their homes, or other medical facilities on a non-emergency basis in a company-provided sprinter van. Claimant was not an Emergency Medical Technician, paramedic, or any other certified ambulance transport employee. Additionally, Employer does not qualify as an “emergency ambulance provider” as defined under Labor Code section 888, and the vehicle Claimant drove was not an ambulance.

Once Claimant began the first patient transportation, he would receive calls from the dispatch regarding additional trips, which were not previously scheduled. The dispatchers’ duties included filling any gaps between scheduled transportations, as there was significant pressure from the management that Claimant and other drivers complete as many transportations as possible.

Due to the Employer’s pressures to complete as many transportations as possible, Claimant frequently did not receive one or both of his meal periods, had them as late as after the 7th hour of work, or had them interrupted with work duties. Although Claimant recalls receiving some meal premiums, the Employer discouraged them, forcing Claimant and other drivers to record meal breaks as if they were taken properly. Similarly, due to the number of transportation orders scheduled by the dispatch, Claimant frequently did not receive his rest periods, or had them interrupted with work duties.

To notify Claimant of additional transportation assignments not previously scheduled, dispatch personnel would contact him on his personal cell phone. Despite using his personal phone for work-related communications—including receiving schedule updates and accessing the Employer’s timekeeping system to record his hours—Claimant was not reimbursed for any personal cellphone expenses.

Thus, Claimant alleges the following violations of the California Labor Code and the applicable IWC Wage Order on behalf of other aggrieved employees of Employer. Claimant alleges that Employer:

1. Failed to pay Claimant and other aggrieved employees all wages due including minimum, regular, and overtime wages;
2. Failed to provide legally compliant off-duty meal periods or pay compensation in lieu thereof;
3. Failed to provide legally compliant duty-free, rest periods or pay compensation in lieu thereof;
4. Failed to reimburse all reasonable and necessary business expenses;
5. Failed to provide accurate and itemized wage statements;
6. Failed to pay all wages due during and upon separation of employment; and
7. Failed to maintain accurate records.

Accordingly, Claimant now seeks civil penalties on behalf of other non-exempt aggrieved employees based on Employer's alleged violations of the California Labor Code and the applicable IWC Wage Order. Claimant's claims are set forth below.

FAILURE TO PAY MINIMUM, REGULAR, AND OVERTIME WAGES

(Labor Code §§ 218, 510, 1194, 1197, 1197.1, 1198, and 1199(c) and the "Minimum Wages" and "Hours and Days of Work" Sections of the applicable Wage Order)

Labor Code section 510 provides in pertinent part: "Eight hours of labor constitutes a day's work. Any work in excess of 8 hours in one workday and any work in excess of 40 hours in any one workweek and the first eight hours worked on the seventh day of work in any one workweek shall be compensated at the rate of no less than one and one-half times the regular rate of pay for an employee. Any work in excess of 12 hours in one day shall be compensated at the rate of no less than twice the regular rate of pay for an employee. In addition, any work in excess of eight hours on any seventh day of a workweek shall be compensated at the rate of no less than twice the regular rate of pay of an employee."

Labor Code section 1194(a) states: "Notwithstanding any agreement to work for a lesser wage, any employee receiving less than the legal minimum wage or the legal overtime compensation applicable to the employee is entitled to recover in a civil action the unpaid balance of the full amount of this minimum wage or overtime compensation, including interest thereon, reasonable attorney's fees, and costs of suit."

Labor Code section 1198 provides: "The maximum hours of work and the standard conditions of labor fixed by the commission shall be the maximum hours of work and the standard conditions of labor for employees. The employment of any employee for longer hours than those fixed by the order or under conditions of labor prohibited by the order is unlawful."

Labor Code section 1197 states: "The minimum wage for employees fixed by the commission or by any applicable state or local law, is the minimum wage to be paid to employees, and the payment of a lower wage than the minimum so fixed is unlawful. This section does not change the applicability of local minimum wage laws to any entity."

Labor Code section 1197.1 states: "Any employer or other person acting either individually or as an officer, agent, or employee of another person, who pays or causes to be paid to any employee a wage less than the minimum fixed by an order of the commission shall be subject to a civil penalty, restitution of wages, liquidated damages payable to the employee, and any applicable penalties imposed pursuant to Section 203 as follows: (1) For any initial violation that is intentionally committed, one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee is underpaid... (2) For each subsequent violation for the same specific offense, two hundred fifty dollars (\$250) for each underpaid employee for each pay period for which the employee is underpaid regardless of whether the initial violation is intentionally committed..."

Pursuant to the “Hours & Days of Work” Section of the applicable Wage Order, an employer may not pay non-exempt employees less than the applicable overtime rate for overtime hours worked in excess of 40 hours per workweek.

Pursuant to the “Minimum Wages” and “Hours & Days of Work” Sections of the applicable Wage Order, an employer may not pay employees less than the applicable minimum wage for all hours worked and provides that an employer may not pay non-exempt employees less than the applicable overtime rate for overtime hours worked in excess of 40 hours per week.

Employer violated Labor Code sections 218, 510, 1194, 1197, and 1198, and the “Minimum Wages” and “Hours and Days of Work” Sections of the applicable Wage Order because it did not pay Claimant and other aggrieved current and former employees all minimum, regular, and overtime wages, as a result of Employer’s policy of not paying Claimant and other aggrieved employees for all hours worked.

Employer failed to pay Claimant and other aggrieved employees working under the title of driver for all hours worked including minimum, regular, and overtime wages.

Accordingly, Claimant now seeks *civil penalties* pursuant to the PAGA on behalf of other aggrieved employees based on the alleged violations of the California Labor Code and applicable IWC Wage Orders.

FAILURE TO PROVIDE MEAL AND REST PERIODS

(Labor Code §§ 226.7, 512, and 1198, and the “Meal Period” and “Rest Period” Sections of the applicable IWC Wage Order)

Labor Code section 512(a) states in pertinent part: “An employer may not employ an employee for a work period of more than five hours per day without providing the employee with a meal period of not less than 30 minutes. An employer may not employ an employee for a work period of more than 10 hours per day without providing the employee with a second meal period of not less than 30 minutes....” Labor Code section 226.7(b) states that “An employer shall not require an employee to work during a meal or rest or recovery period mandated pursuant to an applicable statute, or applicable regulation, standard, or order of the Industrial Welfare Commission....”

The “Rest Period” Section of the applicable IWC Wage Order states, “Every employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period. The authorized rest period shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof.” If an employer fails to provide an employee a rest period in accordance with the applicable provision of the order, the employer shall pay the employee one (1) hour of pay at the employee’s regular rate of compensation of each workday that the rest period is not provided.

During Claimant’s employment, Employer failed to provide Claimant and other aggrieved employees with off-duty meal periods and duty-free rest periods as required by Labor Code sections 226.7 and 512, and Sections 11 and 12 of the applicable IWC Wage Order, due to

Employer's policy of not providing Claimant and other aggrieved employees with one or more uninterrupted, thirty-minute off-duty meal break, and uninterrupted, ten-minute off-duty rest breaks. Furthermore, Employer failed to pay one (1) hour of pay at the employee's regular rate of compensation for each workday that the meal and/or rest period was not provided, in accordance with California law.

Labor Code section 226.7(c) states: "If an employer fails to provide an employee a meal or rest or recovery period in accordance with a state law, including, but not limited to, an applicable statute or applicable regulation, standard, or 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 workday that the meal or rest or recovery period is not provided."

Accordingly, Claimant now seeks *civil penalties* pursuant to the PAGA on behalf of other aggrieved employees based on the alleged violations of the California Labor Code and applicable IWC Wage Orders.

FAILURE TO REIMBURSE BUSINESS-RELATED EXPENSES

(Labor Code §§ 2802 and 2804, and the "Uniforms and Equipment" Section of the applicable IWC Wage Order)

Labor Code section 2802(a) provides that "[a]n employer shall indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or her obedience to the directions of the employer, even though unlawful, unless the employee, at the time of obeying the directions, believed them to be unlawful."

Labor Code section 2802(c) states that "[f]or purposes of [2802], the term 'necessary expenditures or losses' shall include all reasonable costs, including, but not limited to attorney's fees incurred by the employee enforcing the rights granted by [2802]."

Section 9(b) of the applicable IWC Wage Order states in pertinent part: "When tools or equipment are required by the employer or are necessary to the performance of a job, such tools and equipment shall be provided and maintained by the employer."

Labor Code section 2802 prohibits employers, such as Employer, from shifting their cost of doing business onto the employee. California Labor Code section 2802 states that employers must "indemnify" an employee for "all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or her obedience to the directions of the employer." This means that if the expense in question is "necessary" for performance of the job, the employer must reimburse the employee 100% of the cost. An expense is considered "necessary" if it directly results from the employee's performance of his or her work duties. An expense is also "necessary" if it occurs because the employee is following the directions given by the employer.

“Any contract or agreement, express or implied, made by any employee to waive the benefits of this article or any part thereof is null and void, and this article shall not deprive any employee or his personal representative of any right or remedy to which he is entitled to under the laws of this State.” Cal. Labor Code § 2804.

Employer failed to comply with Labor Code section 2802 and the applicable IWC Wage Order by failing to reimburse Claimant and other aggrieved employees for necessary business-related expenses incurred in direct consequence of the discharge of their duties. Claimant and other aggrieved employees were required to use their personal cellular devices for work-related purposes without receiving reimbursement for these business expenditures. As such, Employer failed to reimburse Claimant and other aggrieved employees for the costs incurred by employees in direct consequence of the discharge of their duties for Employer.

Accordingly, Claimant now seeks *civil penalties* pursuant to the PAGA on behalf of other aggrieved employees based on the alleged violations of the California Labor Code and applicable IWC Wage Orders.

FAILURE TO PROVIDE ACCURATE AND ITEMIZED WAGE STATEMENTS

(Labor Code § 226, and the “Records” Section of the applicable IWC Wage Order)

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

“An employee suffering injury as a result of a knowing and intentional failure by an employer to comply with subdivision (a) is entitled to recover the greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation occurs and one hundred dollars (\$100) per employee for each violation in a subsequent pay period, not exceeding an aggregate penalty of four thousand dollars (\$4,000), and is entitled to an award of costs and reasonable attorney's fees.” Cal. Labor Code § 226(e)(1).

Section 7(A) of the applicable IWC Wage Order provides: “Every employer shall keep accurate information with respect to each employee including the following: ... (3) time 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.” Employer failed to accurately record the

hours worked and meal periods for Claimant and other aggrieved employees working under the title of ambulance driver and/or EMT or similar job title.

Employer failed to provide Claimant and other aggrieved employees with accurate, timely, itemized wage statements complying with the requirements of the Labor Code and the applicable IWC Wage Order. Furthermore, Claimant's wage statements did not include the correct number of hours worked and wages earned due to Employer's policy of not paying Claimant and other aggrieved employees for all hours worked, nor providing them with all required meal breaks.

Accordingly, Claimant now seeks *civil penalties* pursuant to the PAGA on behalf of other aggrieved employees based on the alleged violations of the California Labor Code and applicable IWC Wage Orders.

**FAILURE TO TIMELY PAY WAGES DUE DURING AND UPON TERMINATION OF
EMPLOYMENT**

(Labor Code §§ 201, 202, 203, 204, 256, 1198, and 2699)

Labor Code section 201(a) states: "If an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately." Labor Code section 202(a) states: "If an employee not having a written contract for a definite period quits his or her employment, his or her wages shall become due and payable not later than 72 hours thereafter, unless the employee has given 72 hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting."

Labor Code section 203(a) states, in relevant part: "If an employer willfully fails to pay, without abatement or reduction, in accordance with Sections 201, 201.3, 201.5, 201.6, 201.8, 201.9, 202, and 205.5, any wages of an employee who is discharged or who quits, the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until an action therefor is commenced; but the wages shall not continue for more than 30 days. An employee who secretes or absents themselves to avoid payment to them, or who refuses to receive the payment when fully tendered to them, including any penalty then accrued under this section, is not entitled to any benefit under this section for the time during which the employee so avoids payment."

Labor Code section 204(a) states, in pertinent part: "All wages . . . earned by any person in any employment are due and payable twice during each calendar month, on days designated in advance by the employer as the regular paydays." The "Minimum Wages" Section of the applicable Wage Order further states "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."

Labor Code section 256 states: "The Labor Commissioner shall impose a civil penalty in an amount not exceeding 30 days of pay as waiting time under the terms of Section 203."

As detailed above, Employer failed to pay Claimant and other aggrieved employees all wages that were due and owing to them including meal and rest period premiums, and regular, minimum and overtime wages within the required time during their employment and upon their separation of employment, in violation of the Labor Code and the applicable IWC Wage Order because of the violations alleged herein. As a result, Employer violated the above sections of the Labor Code.

Accordingly, Claimant now seeks *civil penalties* pursuant to the PAGA on behalf of other aggrieved employees based on the alleged violations of the California Labor Code and applicable IWC Wage Orders.

FAILURE TO MAINTAIN ACCURATE RECORDS

(Labor Code §§1174, 1174.5, 2699, and the “Records” Section of the applicable IWC Wage Order)

Labor Code section 1174(d) requires every person, including Employer, employing labor in the state to “[k]eep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments. These records shall be kept in accordance with rules established for this purpose by the commission, but in any case shall be kept on file for not less than three years. An employer shall not prohibit an employee from maintaining a personal record of hours worked, or, if paid on a piece-rate basis, piece-rate units earned.”

Labor Code section 1174.5 provides: “Any person employing labor who willfully fails to maintain the records required by subdivision (c) of Section 1174 or accurate and complete records required by subdivision (d) of Section 1174, or to allow any member of the commission or employees of the division to inspect records pursuant to subdivision (b) of Section 1174, shall be subject to a civil penalty of five hundred dollars (\$500).”

Section 7(A) of the applicable IWC Wage Order provides: “Every employer shall keep accurate information with respect to each employee including the following: ... (3) time 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.” Employer failed to accurately record the hours worked and meal periods for Claimant and other aggrieved employees.

Employer failed to maintain accurate payroll records for Claimant and other aggrieved employees showing the hours worked daily and the wages paid.

Accordingly, Claimant now seeks *civil penalties* pursuant to the PAGA on behalf of other aggrieved employees based on the alleged violations of the California Labor Code and applicable IWC Wage Orders.

**CIVIL PENALTIES FOR VIOLATION OF
THE LABOR CODE AND IWC WAGE ORDERS**
(Labor Code §§ 558, 558.1, and 1197.1)

Labor Code section 558 subjects any employer or other person acting on behalf of an employer who violates, or causes to be violated, a section of Part 2, Chapter 1, of the Labor Code or any provision regulating hours and days of work in any IWC Wage Order to a civil penalty in the amount of \$50 for any initial violation for each pay period in which an employee is underpaid in addition to an amount sufficient to recover underpaid wages, and \$100 for each subsequent violation in addition to an amount sufficient to recover underpaid wages, which shall be paid to each affected employee.

Labor Code section 558.1(a) states: “Any employer or other person acting on behalf of an employer, who violates, or causes to be violated, any provision regulating minimum wages or hours and days of work in any order of the Industrial Welfare Commission, or violates, or causes to be violated, Sections 203, 226, 226.7, 1193.6, 1194, or 2802, may be held liable as the employer for such violation.” Labor Code section 558.1(b) expressly defines “other person acting on behalf of an employer” to include a “natural person who is an owner, director, officer, or managing agent of the employer.”

Labor Code section 1197.1 states that any employer or other person acting either individually or as an officer, agent or employee of another person, which pays or causes to be paid to any employee a wage less than the minimum fixed by an order of the commission shall be subject to a civil penalty and restitution of wages payable to the employee in an amount of \$100 for the initial violation for each pay period in which an employee underpaid in addition to an amount sufficient to recover underpaid wages, and \$250 for each subsequent violation in addition to an amount sufficient to recover underpaid wages, which shall be paid to each affected employee.

As set forth above, Employer violated the IWC Wage Order regulating the hours and days of work, Labor Code sections 510, 1197, and 1198, and caused the employees to be paid less than the minimum set by the IWC Wage Order. As a result, Employer is liable for civil penalties under Labor Code sections 558, 558.1, and 1197.1.

Accordingly, Claimant will pursue *civil penalties* under the PAGA on behalf of other aggrieved employees, including recovery of attorney’s fees, costs, and civil penalties to the extent allowed by law.

DUTIES OF EMPLOYER
(Labor Code §§ 1174, 1174.5, 1175, and 1198, and the applicable Wage Order)

Labor Code section 1174 describes certain duties of every employer in this state. Subsection (d) of this labor code section requires that payroll records show the hours worked daily by employees and the corresponding wages to be paid for the hours worked. Employer violated this requirement by its failure to accurately record employee hours worked and/or paid including wages owed for all work performed, and meal and rest period premiums. Labor Code

CA Labor & Workforce Development Agency
TransportUS, Inc.
Re: Michael Bolds
April 21, 2025
Page 10

section 1174.5 imposes a civil penalty of \$500 for an employer's failure to maintain accurate and complete records. This civil penalty is addition to the civil penalty of \$100 per pay period, per aggrieved employee that would be imposed pursuant to Labor Code section 2699 for a violation of Labor Code section 1174(d). Furthermore, Claimant and all other aggrieved current and former employees are entitled to collect 35% of the penalty imposed pursuant to Section 2699(m).

Employer failed to accurately record all hours worked by Claimant and other aggrieved employees including the beginning and ending period for each work period, failed to record meal periods, and failed to record all accurate wages to be paid, in part as a result of Employer's policy of not paying Claimant and other aggrieved employees for all hours worked.

Claimant will pursue all remedies on behalf of aggrieved employees, including recovery of attorney's fees, costs, damages and penalties to the extent allowed by law.

ATTORNEY'S FEES, COSTS, INTEREST AND PENALTIES
(Labor Code §§ 218.6, 226(e), 1194, 1194.2, and 2699, *et seq.*)

Labor Code sections 218.6, 226(e), 1194, 1194.2, and 2699, *et seq.* give employees the right to recover in a civil action the unpaid balance of the full amount of minimum wages, regular wages, overtime compensation, damages, liquidated damages, and penalties, including interest thereon, reasonable attorney's fees, and costs of suit.

Pursuant to Labor Code sections 2699, *et seq.*, aggrieved employees are entitled to collect 35% of the penalty assessment and 100% of the underpaid wages. Accordingly, Employer is liable for these items in addition to the unpaid wages. Claimant has already incurred in actual damages, costs and attorney's fees and will continue to incur costs as a result of Employer's unlawful actions.

CONCLUSION

Employer violated Labor Code sections as set forth herein. Claimant will pursue all remedies on behalf of other aggrieved employees, including recovery of attorney's fees, costs, and penalties to the extent allowed by law. The facts and claims contained in this notice are based on the information available at the time of this writing. Therefore, if through discovery and/or expert review, Claimant becomes aware of additional claims, he reserves the right to revise these facts and/or add any new claims by amending the claim letter or by adding applicable causes of action in the complaint.

Should you have any questions, please feel free to contact me at your convenience.

Very truly yours,
COHELAN KHOURY & SINGER



Maggie K. Realin, Esq.

9589 0710 5270 1756 7504 06

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
 Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

OFFICIAL USE

Certified Mail Fee
 \$ 4.85

Extra Services & Fees (check box, add fee as appropriate)
☒ Return Receipt (hardcopy) \$ 4.70
☐ Return Receipt (electronic) \$
☐ Certified Mail Restricted Delivery \$
☐ Adult Signature Required \$
☐ Adult Signature Restricted Delivery \$

Postmark
Here

Postage
 \$ 9.7

Total Postage and Fees
 \$ 9.92

Sent To
 Transport US, Inc. c/o Lawrence Garcia
 Street and Apt. No., or PO Box No.
 Agent for Service 5470 W. Spruce Ave. Ste. 102
 City, State, ZIP+4®
 Fresno, CA 93722

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Transport US, Inc.
 c/o Lawrence Garcia, Agent for Service
 5470 W Spruce Ave. Ste. 102
 Fresno, CA 93722



9590 9402 5067 9092 0014 12

2. Article Number (Transfer from service label)

9589 0710 5270 1756 7504 06

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X *Lawrence Garcia*

☐ Agent
☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
 If YES, enter delivery address below: ☐ No

3. Service Type

- ☒ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☒ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery

- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Return Receipt for Merchandise
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

PS Form 3811, July 2015 PSN 7530-02-000-9053

Domestic Return Receipt

U.S. Postal ServiceTM
CERTIFIED MAIL[®] RECEIPT
 Domestic Mail Only

For delivery information, visit our website at www.usps.com[®].

OFFICIAL USE

Certified Mail Fee \$ <u>4.85</u>	Postmark Here
Extra Services & Fees (check box, add fee as appropriate)	
☒ Return Receipt (hardcopy) \$ <u>4.10</u>	
☐ Return Receipt (electronic) \$ _____	
☐ Certified Mail Restricted Delivery \$ _____	
☐ Adult Signature Required \$ _____	
☐ Adult Signature Restricted Delivery \$ _____	
Postage \$ <u>.97</u>	
Total Postage and Fees \$ <u>9.92</u>	
Sent To <u>Transport US, Inc.</u>	
<u>5470 W. Spruce Ave. Ste. 102</u>	
<u>Fresno CA 93722</u>	
PS Form 3850, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions	

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY
■ Complete items 1, 2, and 3. ■ Print your name and address on the reverse so that we can return the card to you. ■ Attach this card to the back of the mailpiece, or on the front if space permits.	A. Signature <u>C. Luanglath</u> ☐ Agent ☒ Addressee B. Received by (Printed Name) _____ C. Date of Delivery _____ D. Is delivery address different from item 1? ☐ Yes If YES, enter delivery address below: ☐ No
1. Article Addressed to: <u>Transport US, Inc.</u> <u>5470 W. Spruce Ave. Ste. 102</u> <u>Fresno, CA 93722</u>	
9590 9402 5067 9092 0014 36	3. Service Type ☒ Adult Signature ☐ Priority Mail Express[®] ☐ Adult Signature Restricted Delivery ☐ Registered MailTM ☒ Certified Mail[®] ☐ Registered Mail Restricted Delivery ☐ Certified Mail Restricted Delivery ☐ Return Receipt for Merchandise ☐ Collect on Delivery ☐ Signature ConfirmationTM ☐ Collect on Delivery Restricted Delivery ☐ Signature Confirmation Restricted Delivery
9589 0710 5270 1756 7525 16	Domestic Return Receipt

U.S. Postal ServiceTM
CERTIFIED MAIL® RECEIPT
 Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

OFFICIAL USE

Certified Mail Fee \$ <u>4.85</u>	
Extra Services & Fees (check box, add fee as appropriate)	
☒ Return Receipt (hardcopy)	\$ <u>4.10</u>
☐ Return Receipt (electronic)	\$
☐ Certified Mail Restricted Delivery	\$
☐ Adult Signature Required	\$
☐ Adult Signature Restricted Delivery	\$
Postage \$ <u>9.97</u>	
Total Postage and Fees \$ <u>9.92</u>	
Sent To <u>Transport US, Inc.</u>	
Street and Zip No. <u>5150 E. Pacific Coast Hwy, suite 200</u>	
City, State, Zip+4	<u>Long Beach, CA 90815</u>

Postmark
Here

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

06 E052 9527 0225 0120 6856

COHELAN KHOURY & SINGER
 ATTORNEYS AT LAW
 605 C STREET, STE. 200
 SAN DIEGO, CALIFORNIA 92101-5305

R+ 132
 B/c
 5-3-25
 JH

CERTIFIED MAIL®



9589 0710 5270 1756 7503 90

FIRST-CLASS



US POSTAGE^{IMPITNEY BOWES}

ZIP 92101
 02 7H
 0001262230

\$ 009.920

APR 21 2025

TransportUS, Inc.
 5150 E Pacific Coast Hwy, Suite 200
 Long Beach, CA

NIXIE 011 DE 1 0005/01/25

RETURN TO SENDER
 NOT DELIVERABLE AS ADDRESSED
 UNABLE TO FORWARD

UTF BC: 92101539450 *2152-01229-01-10
 921015394