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SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

LESSCAR ALEJANDRO LEONARDO RIVERA, an individual, on behalf of himself and all others similarly situated and aggrieved, Plaintiff, vs. HUB GROUP DEDICATED, LLC fka ESTENSON LOGISTICS, LLC, a Delaware Limited Liability Company; HUB GROUP TRUCKING CALIFORNIA, LLC, a Delaware Limited Liability Company; HUB GROUP TRUCKING, INC., a Delaware Corporation; and DOES 1 through 25, inclusive, Defendants.	Case No.: 25STCV23266 **CLASS ACTION COMPLAINT** **(1) FAILURE TO PAY MINIMUM WAGES;** **(2) FAILURE TO FURNISH TIMELY AND ACCURATE WAGE STATEMENTS;** **(3) FAILURE TO PAY ALL WAGES UPON SEPARATION;** **(4) FAILURE TO REIMBURSE ALL NECESSARY, BUSINESS-RELATED EXPENSES;** **(5) FAILURE TO KEEP AND MAINTAIN REQUIRED RECORDS; AND** **(6) VIOLATION OF CALIFORNIA'S UNFAIR COMPETITION LAW ("UCL"), CAL. BUS. & PROF. CODE § 17200, *ET SEQ.*** **DEMAND FOR JURY TRIAL**

CLASS ACTION COMPLAINT

Plaintiff LESSCAR ALEJANDRO LEONARDO RIVERA ("Plaintiff" or "RIVERA"), on behalf of himself and all others similarly situated, by and through his attorneys, Abramson Labor Group, hereby files this Class Action Complaint against Defendants HUB GROUP DEDICATED, LLC formerly known as ESTENSON LOGISTICS, LLC, a Delaware Limited Liability Company; HUB GROUP TRUCKING CALIFORNIA, LLC, a Delaware Limited Liability Company; HUB GROUP TRUCKING, INC., a Delaware Corporation; and DOES 1 through 25 inclusive, (collectively, "Defendants" or "HUB GROUP"), and states as follows:

I. INTRODUCTION

1. Plaintiff brings this class action on behalf of himself, on behalf of a class defined as all current and former hourly non-exempt employees of Defendants HUB GROUP DEDICATED, LLC formerly known as ESTENSON LOGISTICS, LLC; HUB GROUP TRUCKING CALIFORNIA, LLC; and HUB GROUP TRUCKING, INC. in California at any time during the Class Period beginning four years prior to the filing of this Complaint through the present ("Class Period").

2. Defendants are operating a nationwide trucking company offering transportation services that include less-than-truckload freight optimization and full truckload logistics; global shipping and freight forwarding; drayage; and various final-mile delivery solutions. Hub Group has operations throughout California and out of state and its drivers drive throughout California as well as interstate.

3. Defendants' policy and practice is to deny earned wages to their nonexempt employees in California. Defendants do not provide minimum wages for off-the-clock time. These off-the-clock waiting periods exist for the sole benefit of Defendants and occurred frequently and regularly at Defendants' worksites. This illegal practice has been in effect by Defendants since at least the start of the Class Period.

4. Moreover, Defendants fail to timely compensate employees for all wages earned every pay period and upon separation and fail to properly and accurately calculate minimum wages and report wages earned, hours worked, and wage rates. For these reasons, Plaintiff brings this action on behalf of himself and other hourly, nonexempt employees of Defendants to recover unpaid wages, unreimbursed business expenses, penalties, interest, injunctive relief, damages, and reasonable attorneys' fees and costs.

5. Defendants' deliberate failure to pay their hourly, nonexempt employees their earned wages violates the California Labor Code and California's Unfair Competition Law, codified under California's Business & Professions Code.

6. Defendants fail to reimburse Plaintiff and Class Members for necessary, business-related expenses including, but not limited to, cell phone data for the use of their personal cell phones required for communication purposes with Defendants' dispatchers and Defendants' customers and for navigation while driving between locations.

7. Plaintiff brings a class action under the California Code of Civil Procedure section 382 against all Defendants on behalf of all hourly, nonexempt employees of Defendants in California for unpaid minimum wages including for work performed off the clock; failing to provide timely and accurate wage statements; failing to timely pay all wages owed every pay period and upon separation; failing to reimburse all necessary, business-related expenses; failing to keep and maintain all required records; and other related penalties and damages under the California Labor Code and California Business & Professions Code.

II. <u>JURISDICTION AND VENUE</u>

8. This Court has jurisdiction over this matter because Defendants are licensed to do business in California, regularly conduct business in California, and committed and continue to commit the unlawful acts alleged herein in California.

9. This Court has jurisdiction over this action pursuant to the California Constitution, Article VI, section 10. The statute under which this action is brought does not specify any other basis for jurisdiction.

10. This Court has jurisdiction over all Defendants because, on information and belief, Defendants are citizens of California, have sufficient minimum contacts in California, and intentionally avail themselves of the California market so as to render the exercise of jurisdiction over them by the California courts consistent with traditional notions of fair play and substantial justice. There is no basis for federal diversity jurisdiction in this action given that the State of California, as the real party in interest in this action, is not a "citizen" for purposes of satisfying diversity jurisdiction. *Urbino v. Orkin Servs. of Cal.*, 726 F.3d 1118, 1123 (9th Cir. Cal. 2013). *Urbino* also holds that civil penalties cannot

be aggregated to satisfy the amount in controversy requirement for federal diversity jurisdiction in this action, and that diversity jurisdiction cannot be established when Plaintiff's share of the civil penalties attributable to violations personally suffered are less than $75,000. *Id.* at 1122.

11. Venue lies properly with this Court, as it is the place where at least one defendant resides, is incorporated or has its principal place of business, or a substantial amount of the events which gave rise to this suit occurred and/or a cause of action arose. Thus, venue is proper in this Court, because Defendants employ persons in this county and employed at least one plaintiff in this county, and thus a substantial portion of the transactions and occurrences related to this action occurred in this county.

III. PARTIES

12. Plaintiff LESSCAR ALEJANDRO LEONARDO RIVERA ("Plaintiff" or "RIVERA") is or was a resident of Irvine, California. Defendants employed Plaintiff as an hourly-paid, non-exempt employee for approximately 6 months from approximately July 23, 2024 to January 24, 2025. RIVERA'S position was Truck Driver. During his employment, Plaintiff was based out of at Defendants' Ontario, California location at 5655 Ontario Mills Parkway, Ontario, California 91764 and made deliveries regularly to Defendants' customers in Los Angeles County and the Southern California region, including, the Home Depot store located at 4925 West Slauson Avenue, Los Angeles, California 90056. Plaintiff typically worked five days per week for 9-14 or more hours per day and at least about forty (40) hours per week. At the time Plaintiff's employment ended, he was earning $20.59 per hour plus $0.51 per mile.

13. Defendant HUB GROUP DEDICATED, LLC formerly known as ESTENSON LOGISTICS, LLC ("HUB GROUP DEDICATED") is, on information and belief, a Delaware Limited Liability Company doing business in California, with its principal place of business at 2001 Hub Group Way, Oak Brook, Illinois 60523 and operations at 5655 Ontario Mills Parkway, Ontario, California 91764, and at all times hereinafter mentioned, is an employer whose employees are engaged throughout this county, in the State of California. HUB GROUP DEDICATED is a nationwide trucking company offering transportation services that include less-than-truckload freight optimization and full truckload logistics; global shipping and freight forwarding; drayage; and various final mile delivery solutions.

HUB GROUP DEDICATED has operations throughout California and out of state and its drivers drive throughout California as well as interstate.

14. Defendant HUB GROUP TRUCKING CALIFORNIA, LLC ("HGTC") is, on information and belief, a Delaware Limited Liability Company doing business in California, with its principal place of business at 2001 Hub Group Way, Oak Brook, Illinois 60523 and operations at 5655 Ontario Mills Parkway, Ontario, California 91764, and at all times hereinafter mentioned, is an employer whose employees are engaged throughout this county, in the State of California. HGTC is a nationwide trucking company offering transportation services that include less-than-truckload freight optimization and full truckload logistics; global shipping and freight forwarding; drayage; and various final mile delivery solutions. HGTC has operations throughout California and out of state and its drivers drive throughout California as well as interstate.

15. Defendant HUB GROUP TRUCKING, INC. ("HGTI") is, on information and belief, a Delaware Corporation doing business in California, with its principal place of business at 2001 Hub Group Way, Oak Brook, Illinois 60523 and operations at 5655 Ontario Mills Parkway, Ontario, California 91764, and at all times hereinafter mentioned, is an employer whose employees are engaged throughout this county, in the State of California. HGTI is a nationwide trucking company offering transportation services that include less-than-truckload freight optimization and full truckload logistics; global shipping and freight forwarding; drayage; and various final mile delivery solutions. HGTI has operations throughout California and out of state and its drivers drive throughout California as well as interstate.

16. HUB GROUP DEDICATED, LLC formerly known as ESTENSON LOGISTICS, LLC; HUB GROUP TRUCKING CALIFORNIA, LLC; and HUB GROUP TRUCKING, INC. are collectively referred to herein as "Defendants" or "HUB GROUP."

17. Defendants created the policies and procedures described herein and, at all times during the Class Period, participated in, endorsed, implemented, and performed the conduct alleged herein.

18. The practices and policies complained of by way of this Complaint are enforced throughout the State of California, including in Ontario.

19. Plaintiff is ignorant of the true names, capacities, relationships, and extent of participation in the conduct alleged herein, of the defendants sued as Does 1-25, inclusive, but is informed and believes that said defendants are legally responsible for the conduct alleged herein and therefore sues these defendants by such fictitious names. Plaintiff will amend this Complaint to allege both the true names and capacities of the Doe Defendants when ascertained. Plaintiff is informed and believes, and thereon alleges, that at all times mentioned herein, each and every defendant, including Doe Defendants, was the agent, servant, employee, successor in interest, and/or joint venturer of its co-defendants and was, as such, acting within the course, scope, and authority of said agency, employment, and/or venture, and with the consent of its co-defendants, and/or said acts were ratified by its co-defendants, and that each and every defendant, as aforesaid, when acting as a principal, was negligent in the selection and hiring, training, and supervision of each and every other defendant as an agent, servant, employee, successor in interest, and/or joint venturer. Plaintiff is informed and believes that each defendant acted in all respects pertinent to this action as the agent of the other defendant, carried out a joint scheme, business plan, or policy in all respects pertinent hereto, and that the acts of each defendant are legally attributable to each of the other defendant.

IV. <u>FACTUAL ALLEGATIONS COMMON TO ALL CAUSES OF ACTION</u>

20. At all times relevant herein, Defendants are a nationwide trucking company offering transportation services that include less-than-truckload freight optimization and full truckload logistics; global shipping and freight forwarding; drayage; and various final mile delivery solutions. Defendants have operations throughout California and out of state and their drivers drive throughout California as well as interstate.

21. Upon information and belief, Defendants maintain their corporate operations headquarters, including Human Resources in Oak Brook, Illinois. Upon information and belief, Defendants maintain a single, centralized Human Resources ("HR") department at their operations headquarters in Oak Brook, Illinois, which is responsible for conducting Defendants' recruiting and hiring of new employees, as well as communicating and implementing Defendants' company-wide policies, including timekeeping policies, to employees throughout California. In particular, Plaintiff and other Class Members, on information and belief, received the same standardized documents

and/or written policies upon hire. Upon information and belief, the use of standardized documents and/or written policies, including new hire documents, indicate that Defendants dictated policies at the corporate-level and implemented them company-wide, regardless of their employees' assigned locations or positions. On information and belief, all transactions regarding hiring, terminations, promotions, and pay increases, etc., relating to Defendants' California employees were submitted to and processed by Defendants' HR department in Oak Brook, Illinois.

22. Upon information and belief, Defendants' corporate records, business records, data, and other information related to Defendants, including, in particular, HR records pertaining to Defendants' California employees, are also maintained at Defendants' operations headquarters in Oak Brook, Illinois.

23. At all relevant times, Defendants have been, and continue to be, a "person" as that term is defined under California Business & Professions Code section 17021 and California Labor Code sections 1-29.5.

24. At all times relevant herein, Plaintiff was employed by Defendants as an hourly, nonexempt employee in the position of Truck Driver in California during the Class Period.

25. At all times relevant herein, Plaintiff and Class Members were assigned to and required and permitted to work without pay while performing tasks including, but not limited to: collecting paperwork from HUB GROUP and its customers and turning in paperwork to HUB GROUP'S drop box; performing pre- and post-trip inspections of tractors and trailers; driving loaded trailers to HUB GROUP'S customers (e.g., Home Depot); dropping loaded containers or loaded containers plus trailers at HUB GROUP'S customers or else waiting for the loaded containers to be unloaded by HUB GROUP'S customers; driving to additional locations with partially loaded trailers or else hooking different empty trailers provided by HUB GROUP'S customers to HUB GROUP'S yard; tracking hours on duty and driving on electronic logs; fueling the tractor if necessary; and driving to warehouse/distribution centers to obtain loaded trailers intended for HUB GROUP'S customers. Plaintiff and Class Members were not properly compensated for some of this work.

26. Plaintiff and Class Members were required to perform a substantial amount of compensable work off the clock—meaning they were not punched in for work—and therefore, those

working hours were not recorded and then compensated. This off-the-clock time primarily occurred when Plaintiff and Class Members worked (1) before their shifts, prior to clocking in, while waiting in the office for paperwork detailing their daily assignments and related papers and while performing pre-trip inspections before driving the tractor; (2) during their meal periods, while clocked out, because they were interrupted by phone calls from Defendants' dispatchers and Defendants' customers calling from warehouse distribution centers with questions or instructions regarding assigned loads; and (3) at the end of their shifts, after clocking out, performing a post-trip inspection or while waiting outside the locked gate to the Ontario yard so Plaintiff and Class Members could, upon entry, then (i) perform a post-trip inspection, (ii) drop off/park their tractor and paperwork, and (iii) gain access to their personal vehicle. Accordingly, Plaintiff and Class Members were not paid for that time spent working off the clock.

27. That is, Defendants implemented policies and enforced practices requiring Plaintiff and Class Members to perform work off the clock before, during, and after their shifts, the effects of which Defendants could have mitigated by adjusting expectations and/or by adding more staff to reduce the expected daily workload, ensure that the gate was not locked early (i.e., prior to all employees' shift-end).

28. More specifically, Plaintiff and Class Members regularly worked during part of their meal periods while clocked out, which was necessitated by supervisors. That is, Plaintiff and Class Members were required to miss part of their meal periods whenever they were interrupted by calls from either Defendants' dispatchers and Defendants' customers needing a response to their questions or to provide information to Plaintiff and/Class Members.

29. Accordingly, during the Class Period, Defendants did not provide minimum wages for this time worked off-the-clock that Plaintiff and the Class endured for Defendants' benefit.

30. Supervisors employed by Defendants, including those at Plaintiff's location, had knowledge of and required Plaintiff and Class Members to perform compensable work during their meal periods while clocked out. Supervisors throughout California were aware that Plaintiff and others similarly situated were performing work during these times without proper wages because, with knowledge of electronic logging requirements and therefore, the timing of meal periods, (1) it was

Defendants' dispatchers who frequently interrupted Plaintiff and Class Members during Plaintiff's and Class Members' meal periods to provide or gather information and (2) it was Defendants' policy that Plaintiff and Class Members remain in constant contact with Defendants' customers so the customers could always keep Plaintiff and Class Members informed about deliveries, pick-ups, warehouse information and so the customers could gather any information needed from Plaintiff and Class Members.

31. Supervisors employed by Defendants, including those at Plaintiff's location, had knowledge of and required Plaintiff and Class Members to perform compensable work before and after their scheduled shift times. Supervisors throughout California were aware that Plaintiff and others similarly situated were performing work during these times without proper wages because (1) Defendants instructed Plaintiff and Class Members to perform pre- and post-trip inspections after clocking out and (2) Defendants instructed Plaintiff and Class Members to clock out upon arrival at the yard (not after completing the list of tasks at the yard (i.e., parking the tractor, turning in paperwork, and performing post-trip inspections)) but knew Plaintiff and Class Members regularly had to wait outside the yard gate for a guard to grant them access to the yard.

32. In light of Defendants' failure to record employees' off-the-clock time that employees worked and Defendants' failure to acknowledge the on-duty meal periods, Defendants failed to properly calculate the hourly, nonexempt employees' hours and therefore, minimum wages due. Accordingly, Defendants failed to provide accurate wage statements to their hourly, nonexempt employees identifying all hours worked and all rates in effect during the pay period.

33. At all times relevant herein, the same unlawful practices and procedures described above affect hourly, nonexempt workers of Defendants employed in California.

34. Defendants' conduct, as alleged herein, has caused Plaintiff and Class Members damages including, but not limited to, loss of wages and compensation. Defendants are liable to Plaintiff and the Class for failing to pay minimum wages; failing to pay all wages owed every pay period; failing to provide timely, accurate wage statements; failing to pay all wages owed upon separation, failing to reimburse all necessary, business-related expenses, failing to keep and maintain required records; and unfair competition.

35. Plaintiff has complied with the procedures for bringing suit specified in California Labor Code section 2699.3. By letter dated June 27, 2025, Plaintiff gave written notice by certified mail to the Labor and Workforce Development Agency ("LWDA"), and Defendants HUB GROUP DEDICATED, LLC formerly known as ESTENSON LOGISTICS, LLC; HUB GROUP TRUCKING CALIFORNIA, LLC; and HUB GROUP TRUCKING, INC. of the specific provisions of the Labor Code alleged to have been violated, including the facts and theories to support the alleged violations.

V. CLASS ACTION ALLEGATIONS

36. Plaintiff is a member of and seeks to be the representative for the Class of similarly situated employees who all have been exposed to, have suffered, and/or were permitted to work under Defendants' unlawful employment practices as alleged herein.

37. Plaintiff brings his first through sixth causes of action on behalf of himself and on behalf of the following Class[1] of persons defined as:

> All current and former hourly non-exempt employees of HUB GROUP DEDICATED, LLC formerly known as ESTENSON LOGISTICS, LLC; HUB GROUP TRUCKING CALIFORNIA, LLC; and/or HUB GROUP TRUCKING, INC. in California at any time during the Class Period through the present.

38. This action is appropriately suited for a class action pursuant to Code of Civil Procedure section 382 because there exists an ascertainable and sufficiently numerous Class, a well-defined community of interest, and substantial benefits from certification that render proceeding as a class superior to the alternatives.

39. Numerosity and Ascertainability. The size of the Class makes a class action both necessary and efficient. On information and belief, the proposed Class includes hundreds of current and former employees at Defendants' locations in California. Members of the Class are ascertainable through Defendants' records but are so numerous that joinder of all individual Class Members would be impractical.

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[1] Plaintiff reserves the right under California Rules of Court, Rule 3.765, to amend or modify the Class description with greater particularity or further division into subclasses or limitation to particular issues.

40. Predominant Common Questions of Law and Fact. Pursuant to section 382, common questions of law and fact exist as to all Class Members. These questions predominate over any individualized issues. These common questions include but are not limited to:

a. Whether Defendants' policies and practices described in this Complaint were and are illegal;

b. Whether Plaintiff and each member of the Class were not paid minimum wage for each hour worked or part thereof during which they were required to perform acts at the direction and for the benefit of Defendants;

c. Whether Defendants engaged in a pattern or practice of failing to pay Plaintiff and the members of the Class who worked as hourly, nonexempt employees in California for the total hours worked during the Class Period;

d. Whether Defendants have engaged in a common course of requiring or permitting their hourly, nonexempt employees to not report all hours worked during the Class Period;

e. Whether Defendants have engaged in a common course of failing to maintain true and accurate time records for all hours worked by their nonexempt employees;

f. Whether Defendants violated Labor Code sections 218.5, 204, 1197, and 1198 due to failure to compensate Plaintiff and the Class for those acts Defendants required Plaintiff and Class Members to perform for the benefit of Defendants;

g. Whether Defendants violated Labor Code section 226 by issuing inaccurate wage statements to Plaintiff and members of the Class that failed to accurately state the total hours worked and therefore, the total gross and net wages owed, to the detriment of Plaintiff and the Class;

h. Whether Defendants have engaged in a common course of failing to pay nonexempt employees all wages due upon separation;

i. Whether Defendants violated California Labor Code section 2802 by failing to reimburse Plaintiff and Class Members for all necessary, business-related expenses they incurred;

j. Whether Defendants have engaged in unfair competition by the above-listed conduct; and

k. The nature and extent of class-wide injury and the measure of damages for the injury.

41. Typicality. Plaintiff's claims are typical of the members of the Class. Plaintiff, like other members of the Class working for Defendants in California, was subjected to Defendants' policy and

practice of refusing to properly and fully pay all minimum wages; failing to issues timely, accurate wage statements; all necessary, business-related expenses; failing to keep and maintain required records; and failing to pay all wages owed upon separation in violation of California wage and hour laws. Plaintiff's job duties were and are typical of those of other class members who worked for Defendants in California.

42. Adequacy of Representation. Plaintiff will fairly and adequately represent the interests of the Class because his individual interests are consistent with and not antagonistic to the interests of the Class, and because Plaintiff has selected counsel who has the requisite resources and ability to prosecute this case as a class action and are experienced labor and employment attorneys who have successfully litigated other cases involving similar issues.

43. Superiority of Class Mechanism. The class action mechanism is superior to any alternatives that might exist for the fair and efficient adjudication of these claims. Proceeding as a class action would permit the large number of injured parties to prosecute their common claims in a single forum simultaneously, efficiently, and without unnecessary duplication of evidence, effort and judicial resources. A class action is the only practical way to avoid the potentially inconsistent results that numerous individual trials are likely to generate. Moreover, class treatment is the only realistic means by which Plaintiff can effectively litigate against a large, well-represented corporate defendant like Defendants. In the absence of a class action, Defendants would be unjustly enriched because they would be able to retain the benefits and fruits of the many wrongful violations of the California state laws. Numerous repetitive individual actions would also place an enormous burden on the courts as they are forced to take duplicative evidence and decide the same issues relating to Defendants' conduct over and over again.

VI. FIRST CAUSE OF ACTION

Failure to Pay Minimum Wages

Upon Payment of Wages in Violation of Cal. Labor Code §§ 510, 1194, 1194.2, and 1197; IWC Wage Order No. 9-2001, § 4

(Brought by Plaintiff on Behalf of Himself and the Class Against All Defendants)

44. Plaintiff hereby re-alleges and incorporates by reference all paragraphs of this Complaint as if fully set forth herein.

45. Labor Code section 510 provides in relevant part: "[e]ight hours of labor constitutes a day's work. Any work in excess of eight hours in one work day 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."

46. Labor Code section 1197 provides: "The minimum wage for employees fixed by the commission is the minimum wage to be paid to employees, and the payment of a less wage than the minimum so fixed is unlawful."

47. Labor Code section 1182.12 establishes the right of employees to be paid minimum wages for all hours worked in amounts set by state law.

48. Labor Code section 1194, subdivision (a) provides: "Notwithstanding any agreement to work for a lesser wage, an 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."

49. Labor Code section 1194.2 provides in pertinent part: "In any action under Section 1193.6 or Section 1194 to recover wages because of the payment of a wage less than the minimum wage fixed by an order of the commission, an employee shall be entitled to recover liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon."

50. Pursuant to IWC Wage Order No. 9-2001, section (2)(H), at all times material hereto, "hours worked" includes "the time during which an employee is subject to the control of an employer, and includes all the time the employee is suffered or permitted to work, whether or not required to do so."

51. At all times relevant during the liability period, under the provisions of IWC Wage Order No. 9-2001, Plaintiff and each Class Member should have received not less than the minimum wage in a

sum according to proof for the time worked but not compensated.

52. For all hours that Plaintiff and Class Members worked, they are entitled to not less than the California minimum wage and, pursuant to Labor Code section 1194.2(a) liquidated damages in an amount equal to the unpaid minimum wages and interest thereon.

53. Pursuant to Labor Code section 1194, Plaintiff and Class Members are also entitled to their attorneys' fees, costs, and interest according to proof.

54. At all times relevant during the liability period, Defendants willfully failed and refused, and continue to willfully fail and refuse, to pay Plaintiff and Class Members the amounts owed.

55. Plaintiff and Class Members were required to perform a substantial amount of compensable work off the clock—meaning they were not punched in for work—and therefore, those working hours were not recorded and then compensated. This off-the-clock time primarily occurred when Plaintiff and Class Members worked (1) before their shifts, prior to clocking in, while waiting in the office for paperwork detailing their daily assignments and related papers and while performing pre-trip inspections before driving the tractor; (2) during their meal periods, while clocked out, because they were interrupted by phone calls from Defendants' dispatchers and Defendants' customers calling from warehouse distribution centers with questions or instructions regarding assigned loads; and (3) at the end of their shifts, after clocking out, performing a post-trip inspection or while waiting outside the locked gate to the Ontario yard so Plaintiff and Class Members could, upon entry, then (i) perform a post-trip inspection, (ii) drop off/park their tractor and paperwork, and (iii) gain access to their personal vehicle. As such, Plaintiff and Class Members were not paid for that time spent working off the clock.

56. In effect, these policies and practices cause Plaintiff and other Class Members to perform compensable work for Defendants' benefit that was neither recorded nor compensated, and therefore, constitutes a failure on Defendants' part to provide minimum wages for all hours worked.

57. Defendants' unlawful conduct alleged herein occurred in the course of employment of Plaintiff and all other similarly situated nonexempt, hourly, nonexempt employees, and Defendants have done so continuously throughout the filing of this complaint.

58. As a direct and proximate result of Defendants' violation of Labor Code sections 510 and 1197, Plaintiff and other Class Members have suffered irreparable harm and money damages entitling

them to damages, injunctive relief or restitution. Plaintiff, on behalf of himself and on behalf of the Class, seeks damages and all other relief allowable including all wages due while working as Defendants' hourly, nonexempt employees, attorneys' fees, liquidated damages, prejudgment interest, and as to those employees no longer employed by Defendants, waiting time penalties pursuant to Labor Code sections 200, *et seq.*

59. Plaintiff and Class Members are entitled to the unpaid amount of minimum wages, pre-judgment interest, liquidated damages, statutory penalties, attorneys' fees, and costs according to Labor Code sections 204, 558, 1194 *et seq.*, 1197, 1198, and Code of Civil Procedure 1021.5.

VII. SECOND CAUSE OF ACTION

Failure to Furnish Timely and Accurate Wage Statements

Upon Payment of Wages in Violation of Cal. Labor Code § 227.3

(Brought by Plaintiff on Behalf of Himself and the Class Against All Defendants)

60. Plaintiff hereby re-alleges and incorporates by reference all paragraphs of this Complaint as if fully set forth herein.

61. Labor Code section 226(a) sets forth reporting requirements for employers when they pay wages, as follows: "Every employer shall . . . at the time of each payment of wages, furnish his or her employees . . . an itemized statement in writing showing (1) gross wages earned; (2) total hours worked by the employee . . . (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 only the last four digits of their 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 . . . ."

62. Labor Code section 226(e) provides: "An employee suffering injury as a result of a knowing and intentional failure by an employer to comply with subdivision (a) shall be 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 shall be entitled to an award of costs and reasonable attorney's fees."

63. Defendants failed to accurately record and display the correct total hours worked by Plaintiff and Class Members on Plaintiff's and Class Members' wage statements, in violation of Labor Code section 226(a)(2).

64. Consequently, because Defendants failed to (1) accurately record and display the correct total hours worked, Defendants also failed to accurately display the correct gross and net wages earned, in violation of Labor Code section 226 subsections (a)(1) and (a)(5).

65. Plaintiff and Class Members were damaged by these failures because, among other things, the failures hindered Plaintiff and the Class from determining the amounts of wages actually owed to them.

66. Plaintiff and Class Members request recovery of Labor Code section 226(e) penalties according to proof, as well as interest, attorneys' fees and costs pursuant to Labor Code section 226(e), in a sum as provided by the Labor Code and/or other statutes.

VIII. <u>THIRD CAUSE OF ACTION</u>

Failure to Pay All Wages Owed Upon Separation

in Violation of Cal. Labor Code §§ 201–203

(Brought by Plaintiff on Behalf of Himself and the Class Against All Defendants)

67. Plaintiff hereby re-alleges and incorporates by reference all paragraphs of this Complaint as if fully set forth herein.

68. Labor Code section 201 provides, in relevant part, "[I]f an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately."

69. Labor Code section 202 provides, in relevant part, "[I]f 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."

70. Section 203 of the California Labor Code provides that if an employer willfully fails to

pay compensation promptly upon discharge or resignation, as required by sections 201 and 202, then the employer is liable for penalties in the form of continued compensation up to 30 workdays.

71. At all times relevant during the liability period, Plaintiff and the other members of the Class were employees of Defendants covered by Labor Code section 203. Pursuant to Labor Code section 201, upon Plaintiff's and the Class Members' separation dates, Defendants were required to pay Plaintiff and the Class Members all wages earned.

72. At the time of Plaintiff's and the Class Members' respective separation dates, Plaintiff and Class Members had unpaid wages.

73. Defendants terminated Plaintiff in-person on January 14, 2025, however, Defendants paid Plaintiff his final wages—albeit short—on January 24, 2025 via direct deposit at the time of Defendants' regularly scheduled payday rather than immediately at the time they terminated Plaintiff in-person on January 14, 2025. Plaintiff's final pay was short in that Defendants failed to pay Plaintiff for all wages owed every pay period that remained unpaid up to that point, including but not limited to minimum wages for all hours worked.

74. At the time of Plaintiff's and the Class Members' respective separation dates, Plaintiff and Class Members had unpaid wages. Defendants willfully failed to pay Plaintiff and other members of the Class who are no longer employed by Defendants for their uncompensated hours, accrued vacation time/paid time off at the forgoing rate upon their separation from employment with Defendants as required by California Labor Code sections 201 and 202. Thus, in violation of Labor Code section 201, Defendants failed to pay Plaintiff and the Class Members the full amount of wages due and owing them, in amounts to be proven at the time of trial, but in excess of the jurisdictional minimum of this Court.

75. Defendants' failure to pay Plaintiff and the Class respective wages due and owed to them was willful, and done with the wrongful and deliberate intention of injuring Plaintiff and the Class Members and in conscious disregard of their rights.

76. Defendants' willful failure to pay former employee Plaintiff and the Class all of the wages due and owing them constitutes violations of Labor Code sections 201 and 203, which provide that an employee's wages will continue as a penalty up to 30 days from the time the wages were due. Therefore, former employee Plaintiff and the Class Members are each entitled to penalties pursuant to Labor Code

section 203.

IX. FOURTH CAUSE OF ACTION

Failure to Reimburse All Necessary, Business-Related Expenses in Violation of Cal. Labor Code § 2802

(Brought by Plaintiff on Behalf of Himself and the Class Against All Defendants)

77. Plaintiff hereby re-alleges and incorporates by reference all paragraphs of this Complaint as if fully set forth herein.

78. California Labor Code section 2802 provides that "An 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."

79. During the applicable statutory period, Plaintiff and Class Members incurred necessary expenditures and losses in direct consequence of the discharge of their employment duties and their obedience to the directions of Defendants, Defendants did not adequately reimburse Plaintiff and Class Members for these expenditures or losses. Such expenses include, but are not limited to, cell phone data for the use of their personal cell phones required for communication purposes with Defendants' dispatchers and Defendants' customers and for navigation while driving between locations.

80. Defendants' reimbursed Plaintiff and Class Members only $1.00 per pay period (approximately $4.00 per month) for cell phone use.

81. Plaintiff and Class Members incurred far more than $4 per month for their expenses for the use of their personal cell phones, which were required to carry out their regularly assigned duties of driving and corresponding with dispatch and Defendants' customers to coordinate deliveries.

82. As such, the $4.00-per-month reimbursement that Defendants paid Plaintiff and Class Members was inadequate to reimburse Plaintiff and Class Members for their monthly cell phone data costs.

83. Defendants have failed to fully reimburse Plaintiff and Class Members for necessary business-related expenses and losses.

84. Plaintiff and Class Members are entitled to recover their necessary, unreimbursed,

business-related expenses and losses incurred during the course and scope of their employment, plus interest accrued from the date on which the employee incurred the necessary expenditures at the same rate as judgments in civil actions in the State of California, pursuant to California Labor Code section 2802.

X. FIFTH CAUSE OF ACTION

Failure to Keep and Maintain Required Records

in Violation of Cal. Labor Code §§ 226, 1174; IWC Wage Order No. 9-2001, § 7

(Brought by Plaintiff on Behalf of Himself and the Class Against All Defendants)

85. Plaintiff hereby re-alleges and incorporates by reference all paragraphs of this Complaint as if fully set forth herein.

86. California Labor Code section 1174(d) provides that "[e]very person employing labor in this state shall . . . [k]eep a record showing the names and addresses of all employees employed and the ages of all minors" and "[keep, 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 . . . ."

87. During the relevant time period, and in violation of Labor Code sections 1198 and 1174(d), Defendants willfully failed to maintain accurate payroll records for Plaintiff and Class Members showing the daily hours they worked and the wages paid thereto as a result of failing to record the off-the-clock hours that they worked—that is, the accurate records of work period start and stop times.

88. Because Defendants violated Labor Code section 1174(d), Plaintiff and Class Members are entitled to recover damages and penalties under Labor Code sections 1174.5 and 226(e).

89. During the Class Period, as part of Defendants' illegal payroll policies and practices to deprive Plaintiff and Class Members of all wages earned and due, Defendants knowingly and intentionally failed to maintain accurate records as required under California Labor Code sections 226 and 1174, and IWC Wage Order No. 9-2001, section 7, including but not limited to the following records: total daily hours worked by each employee; applicable rates of pay; all deductions; meal periods; time records showing when each employee begins and ends each work period; and accurate itemized

statements. Namely, Defendants did not record Plaintiff and Class Members' actual start and stop times for all work periods to capture the accurate total number of hours worked nor did Defendants establish a mechanism by which Class Members could supplement recorded time with the unrecorded, off-the-clock time.

90. Labor Code section 1174.5 provides in pertinent part that "[a]ny 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 . . . shall be subject to a civil penalty of five hundred dollars ($500)."

91. As a proximate result of Defendants' unlawful actions and omissions, Plaintiff and Class Members have been damaged in an amount according to proof at trial, and are entitled to all wages earned and due, plus interest thereon. Additionally, Plaintiff and Class Members are entitled to all available civil and statutory penalties and an award of costs, expenses, and reasonable attorneys' fees, including but not limited to those provided in California Labor Code section 1174.5, as well as other available remedies.

XI. SIXTH CAUSE OF ACTION

Violations of California's Unfair Competition Law ("UCL"),

California Business and Professions Code §§ 17200, *et seq.*

(Brought by Plaintiff on Behalf of Himself and the Class Against All Defendants)

92. Plaintiff hereby re-alleges and incorporates by reference all paragraphs of this Complaint as if fully set forth herein.

93. Section 17200 of the California Business and Professions Code (the "UCL") prohibits any unlawful, unfair, or fraudulent business practices.

94. Through their actions alleged herein, Defendants have engaged in unfair competition within the meaning of the UCL. Defendants' conduct, as alleged herein, constitutes unlawful, unfair, and/or fraudulent business practices under the UCL.

95. Defendants' unlawful conduct under the UCL includes, but is not limited to, violating the statutes alleged herein. Defendants' unfair conduct under the UCL includes, but is not limited to, failure to pay Class Members wages and compensation they earned through labor provided, and failing to otherwise compensate Class Members and also failure to reimburse all necessary, business-related

expenses, as alleged herein. Defendants' fraudulent conduct includes, but is not limited to, issuing wage statements containing false and/or misleading information about the time the Class Members worked and the amount of wages or compensation due.

96. Defendants' violations of California wage and hour laws and illegal payroll practices or payment policies constitute a business practice because they were done repeatedly over a significant period of time, and in a systematic manner to the detriment of Plaintiff and Class Members.

97. Plaintiff has standing to assert this claim because he has suffered injury in fact and has lost money as a result of Defendants' conduct.

98. For the four years preceding the filing of this action, Plaintiff and Class Members have suffered damages and request restitutionary disgorgement of all monies and profits to be disgorged from Defendants in an amount according to proof at the time of trial and an injunction prohibiting them from engaging in the unlawful, unfair, and/or fraudulent conduct alleged herein.

XII. PRAYER FOR RELIEF

WHEREFORE, Plaintiff, on behalf of himself and all others similarly situated, respectfully requests that this Court find against all defendants as follows:

1. An order that this action may proceed and may be maintained as a class action;
2. All unpaid minimum wages and liquidated damages due to Plaintiff and each Class Member on their minimum wage claims;
3. All unpaid minimum wages and liquidated damages due to Plaintiff and each Class Member on their minimum wage claim;
4. For restitution of all monies due to Plaintiff and members of the Class and disgorged profits from the unlawful business practices of Defendants;
5. For waiting time penalties pursuant to Labor Code section 203;
6. Statutory penalties under Labor Code section 226(e);
7. For reimbursement of business expenses under California Labor Code section 2802;
8. For penalties pursuant to Labor Code sections 204, 206, 210, 225.5, 226, 226.3, 510, 558, 1174.5, 1182.12, 1194, 1194.2, 1197.1, 1198, and 2802;
9. For injunctive relief enjoining Defendants from engaging in the unlawful and unfair business

practices complained of herein;

10. For costs of suit and expenses incurred herein pursuant to Labor Code sections 226 and 1194;

11. Prejudgment interest at the maximum legal rate on all due and unpaid wages pursuant to Labor Code section 218.6 and Civil Code sections 3287 and 3289;

12. For reasonable attorneys' fees pursuant to Labor Code sections 218.5, 226, 1194, 2699(g), and Code of Civil Procedure section 1021.5;

13. Accounting of Defendants' records for the liability period;

14. General, special, and consequential damages, to the extent allowed by law; and

15. All such other and further relief that the Court may deem just and proper.

Dated: August 7, 2025

ABRAMSON LABOR GROUP

By: Cheryl Kenner

Cheryl A. Kenner

Attorneys for Plaintiff LESSCAR ALEJANDRO LEONARDO RIVERA and all others similarly situated

DEMAND FOR JURY TRIAL

Plaintiff LESSCAR ALEJANDRO LEONARDO RIVERA, on behalf of himself and all others similarly situated, hereby demands a jury trial with respect to all issues triable of right by jury.

Dated: August 7, 2025

ABRAMSON LABOR GROUP

By: Cheryl Kenner

Cheryl A. Kenner

Attorneys for Plaintiff LESSCAR ALEJANDRO LEONARDO RIVERA and all others similarly situated