



1700 W Burbank Blvd.
Burbank, California 91506
t | 213.493.6300
Cheryl.K@abramsonlabor.com
www.AbramsonLaborGroup.com

June 27, 2025

VIA ONLINE SUBMISSION

Stewart Knox, Secretary
California Labor & Workforce
Development Agency
800 Capitol Mall, Suite 5000 (MIC-55)
Sacramento, CA 95814

VIA CERTIFIED MAIL

Hub Group Dedicated, LLC
560 West Brown Road, Suite 3001
Mesa, AZ 85201

Estenson Logistics, LLC
Attn: Legal Department
5655 Ontario Mills Parkway
Ontario, CA 91764

Hub Group Dedicated, LLC
Attn: Legal Department
2000 Clearwater Drive
Oak Brook, IL 60523

Hub Group Dedicated, LLC
Estenson Logistics, LLC
Hub Group Trucking California, LLC
Hub Group Trucking, Inc.
Attn: Legal Department
2001 Hub Group Way
Oak Brook, IL 60523

**NOTICE OF LABOR CODE VIOLATIONS PURSUANT TO CALIFORNIA LABOR
CODE SECTION 2698, ET SEQ.**

To: The California Labor and Workforce Development Agency; Hub Group Dedicated, LLC; Hub Group Trucking, Inc.; Estenson Logistics, LLC doing business as Hub Group; Hub Group Trucking California, LLC; Hub Group Final Mile, LLC

From: Lesscar Rivera, on behalf of himself and all other current and former hourly nonexempt employees for violations of the California Labor Code

To Whom It May Concern:

Abramson Labor Group has been retained by former employee Lesscar Rivera ("Mr. Rivera") to seek compensation and all other available relief, including civil penalties on his behalf and on the behalf of all those similarly aggrieved (collectively with Mr. Rivera, "Claimants") who have been injured by Hub Group Dedicated, LLC; Hub Group Trucking, Inc.; Estenson Logistics, LLC doing business as Hub Group; Hub Group Trucking California, LLC; Hub Group Final Mile, LLC's ("Hub Group") violations of the California Labor Code. Mr. Rivera, on behalf of himself and all other similarly aggrieved current and former hourly

nonexempt employees of Hub Group, intends to seek civil penalties, attorneys' fees, costs, and other available relief for violations of the California Labor Code, which are recoverable under sections 2698, *et seq.* of the Labor Code Private Attorneys General Act of 2004 ("PAGA").

Factual Statement:

Hub Group 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 has operations throughout California and out of state and its drivers drive throughout California as well as interstate.

Claimant Mr. Rivera worked for Hub Group from approximately July 23, 2024 to January 24, 2025 as an hourly, nonexempt employee in the position of Truck Driver, earning \$20.59 per hour plus \$0.51 per mile at the time of his separation. Mr. Rivera, on behalf of himself and all other similarly aggrieved current and former employees in California in various positions, are or were generally engaged in logistics in the trucking industry. As part of their employment with Hub Group, Claimant and other hourly, nonexempt employees, collectively, "hourly nonexempt employees," are or were assigned to and required to suffer and permitted to work without pay, while performing tasks collectively 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 trailers at Hub Group's customers or else waiting for them 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.

Claimant Mr. Rivera regularly worked five (5) days per week for 8–14 hours or more per day. During the entire course of his employment, Hub Group failed to provide Mr. Rivera and continues to fail to provide those similarly aggrieved with minimum wages in violation of Labor Code sections 510, 1194, 1197, and 1182.12, and section 4 of IWC Wage Order No. 9-2001. As a consequence, Hub Group has also failed to comply with Labor Code sections 226.7, 510, and 512, and sections 3, 11, and 12 of all applicable Industrial Welfare Commission ("IWC") Wage Orders, including but not limited to, IWC Wage Order No. 9-2001.

Hub Group has also failed and continues to fail to pay all wages owed every pay period in violation of Labor Code section 204. Likewise, Hub Group has failed and continues to fail to provide timely, accurate wage statements to Mr. Rivera and other aggrieved persons in violation of Labor Code section 226(a). With regard to those no longer employed by Hub Group, including Mr. Rivera, Hub Group violated Labor Code section 203 by failing to pay all wages due upon separation. Hub Group has failed and continues to fail to fully reimburse Claimants for all necessary, business-related expenses and losses they incurred, including, but not limited to, all costs for cell phone data, in violation of Labor Code section 2802. Mr. Rivera is informed and believes that such violations are ongoing, systematic, and continuous. Mr. Rivera intends to bring an action against Hub Group under the Private Attorneys General Act ("PAGA") to recover wages and penalties as provided by California law.¹

¹ Without limitation, Mr. Rivera, if permitted, will seek any and all penalties otherwise capable of being collected by the Commission. This includes each provision as set forth in Labor Code section 2699.5 as follows:

The provisions of subdivision (a) of Section 2699.3 apply to any alleged violation of the following provisions: subdivision (k) of Section 96, Sections 98.6, 201, 201.3, 201.5, 201.7, 202, 203, 203.1, 203.5, 204, 204a, 204b, 204.1, 204.2, 205, 205.5, 206, 206.5, 208, 209, and 212, subdivision (d) of Section 213, Sections 221, 222, 222.5, 223, and 224, subdivision (a) of Section 226, Sections 226.7, 227, 227.3, 230, 230.1, 230.2, 230.3, 230A,

Theories of Labor Code Violations and Remedies:

Claimant Mr. Rivera was employed by Hub Group from approximately July 23, 2024 to January 24, 2025 as a Truck Driver. The position of Truck Driver entails 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 trailers at Hub Group's customers or else waiting for them 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. For a period of at least four (4) years prior to June 2025, but for our purposes here, one (1) year prior, Hub Group has violated and continues to violate the California Labor Code sections as detailed below.

Claimants also were at all times entitled to payment of **minimum wages**. Hub Group has failed and continues to fail to pay Claimants minimum wages for all hours worked as required by Labor Code sections 510, 1194, and 1194.2 and section 4 of IWC Wage Order No. 9-2001. First, Defendant Claimants worked a substantial amount of time while 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 because Claimants were required to perform compensable work (1) before their shifts waiting for required paperwork to begin their trips and (2) after their shifts after clocking out when additional tasks remained to be completed such as turning in paperwork and performing post-trip inspections. That is, Defendant implemented policies and enforced practices requiring Claimants to perform work during and after their shifts off the clock, the effects of which Defendant could have mitigated by correcting policies to ensure Claimants clocked in immediately upon entry into the office instead of on a mobile tablet kept elsewhere. However, Defendant instead chose to instruct Claimants to work during these times while clocked out. In effect, these policies and practices constitute a failure on Hub Group's part to compensate Claimants for all compensable work performed and failure to pay minimum wages for all hours worked every pay period and upon separation in violation of Labor Code sections 201, 202, 203, 204, 226(a), 510, 1182.12, 1194, and 1197. Therefore, Claimants are entitled to recover wages and/or penalties as provided by Labor Code section 1197.1 and section 20 of IWC Wage Order No. 9-2001.

Pursuant to Labor Code sections 201–203, Claimants who have since separated from Hub Group, including Mr. Rivera, were entitled to be paid all **wages owed upon separation** within the statutorily allotted time—immediately (resignation with notice and termination) or within seventy-two (72) hours (resignation without notice). First, Hub Group terminated Mr. Rivera on January 14, 2025, however, Hub Group paid Mr. Rivera his final wages—albeit short—on January 24, 2025 via direct deposit at the time of Hub Group's regularly scheduled payday rather than immediately at the time they terminated Mr. Rivera on January 24, 2025. Second, Claimants, including Mr. Rivera, did not receive all wages owed upon separation based on Hub Group's prior failings to pay all wages owed every pay period, including but not

230.7, 230.8, and 231, subdivision (c) of Section 232, subdivision (c) of Section 232.5, Sections 233, 234, 351, 353, and 403, subdivision (b) of Section 404, Sections 432.2, 432.5, 432.7, 435, 450, 510, 511, 512, 513, 551, 552, 601, 602, 603, 604, 750, 751.8, 800, 850, 851, 851.5, 852, 921, 922, 923, 970, 973, 976, 1021, 1021.5, 1025, 1026, 1101, 1102, 1102.5, and 1153, subdivisions (c) and (d) of Section 1174, Sections 1194, 1197, 1197.1, 1197.5, and 1198, subdivision (b) of Section 1198.3, Sections 1199, 1199.5, 1290, 1292, 1293, 1293.1, 1294, 1294.1, 1294.5, 1296, 1297, 1298, 1301, 1308, 1308.1, 1308.7, 1309, 1309.5, 1391, 1391.1, 1391.2, 1392, 1683, and 1695, subdivision (a) of Section 1695.5, Sections 1695.55, 1695.6, 1695.7, 1695.8, 1695.9, 1696, 1696.5, 1696.6, 1697.1, 1700.25, 1700.26, 1700.31, 1700.32, 1700.40, and 1700.47, paragraphs (1), (2), and (3) of subdivision (a) of, and subdivision (e) of, Section 1701.4, subdivision (a) of Section 1701.5, Sections 1701.8, 1701.10, 1701.12, 1735, 1771, 1774, 1776, 1777.5, 1811, 1815, 2651., and 2673, subdivision (a) of Section 2673.1, Sections 2695.2, 2800, 2801, 2802, 2806, and 2810, subdivision (b) of Section 2929, and Sections 3095, 6310, 6311, and 6399.7.

limited to minimum wages for all hours worked. As such, both of these failings violate Labor Code sections 201 and 202, so Claimants are entitled to penalties under Labor Code section 203.

Claimants were at all times entitled to be provided timely and accurate **wage statements** from Hub Group pursuant to Labor Code section 226. Because Hub Group failed to pay Claimants minimum wages for all hours worked before, during, and after their shifts, Claimants' wage statements were inaccurate in total hours worked, gross and net wages earned for the pay period and year-to-date. As a consequence, Claimants' wage statements also do not reflect the accurate amount of net and gross wages owed. In addition, Claimants paystubs fail to reflect the legal name of the employer—Hub Group Dedicated, LLC—and instead read "Hub Group." Considering there are multiple entities that have Hub Group in their names, Mr. Rivera has been harmed by not knowing which of those entities is his employer and which one is the correct entity to name in the anticipated lawsuit. Accordingly, Claimants seek all available penalties as set forth in Labor Code sections 226(e) and 2699.

Finally, Claimants were entitled to be reimbursed by Hub Group for all necessary, **business-related expenses** they incurred in executing their duties for Hub Group. California Labor Code section 2802 provides that "An employer shall indemnify his or his employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or his duties, or of his or his 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." Hub Group, however, has failed to fully reimburse Claimants for all necessary, business-related expenses and losses they incurred, including, but not limited to, all costs incurred for the use of their personal cell phone. Claimants used their own cell phones which were required to communicate with Hub Group's dispatchers during their shifts. Upon information and belief, Hub Group reimbursed Claimants only \$1 per pay period each week. This reimbursement is insufficient to fully reimburse Claimants for the use of their personal cell phones. Accordingly, Claimants are entitled to recover their unreimbursed expenditures and losses pursuant to Labor Code section 2802.

Hub Group's uniform failure to pay minimum wages, failure to furnish timely and accurate wage statements, and failure to reimburse all necessary, business-related expenses violate Labor Code sections 201, 202, 203, 204, 226(a), 510, 1182.12, 1194, 1197, and 2802, and as such, penalties are recoverable as set forth in Labor Code sections 210, 1194, *et seq.*, and 2699.

Claimants are entitled to recover unpaid wages, with interest, and are entitled to an award of attorneys' fees as permitted by Labor Code section 1194, other penalties permitted by Labor Code sections 210 and 2699, and waiting time penalties for former employees pursuant to Labor Code section 203.

Accordingly, Claimants seek the remedies set forth in the above-referenced Labor Code sections for themselves, the State of California, and all other aggrieved employees. Specifically, pursuant to PAGA, and in particular California Labor Code sections 2699(a), 2699.3(a), 2699.3(c), and 2699.5, Mr. Rivera, acting in the public interest as a private attorney general, seeks assessment and collection of civil penalties for himself, all other aggrieved employees, and the State of California against Hub Group for violations of Labor Code sections 201, 202, 203, 204, 226(a), 510, 1174(d), 1182.12, 1194, 1197, 1197.1, 1198, and 2802.

Should you require any additional information, please feel free to contact me.

Sincerely,

ABRAMSON LABOR GROUP

A handwritten signature in cursive script that reads "Cheryl Kenner".

Cheryl A. Kenner