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SHASTA COUNTY SUPERIOR COURT
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BY FAX

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Attorneys for Plaintiff and the Class

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SHASTA

RYAN MIDDLEBROOKS, as an individual
and on behalf of all others similarly situated,

Plaintiff,

vs.

FLEETPRIDE, INC., an Alabama
corporation; and DOES 1 through 50,
inclusive,

Defendants

Case No. 202247

**FIRST AMENDED CLASS AND
REPRESENTATIVE ACTION COMPLAINT**

**(1) VIOLATION OF CAL. LABOR CODE §
226(a)**

**(2) VIOLATION OF LABOR CODE § 2698,
ET SEQ.**

DEMAND OVER \$25,000.00

1 Plaintiff Ryan Middlebrooks (“Plaintiff”) hereby submits this First Amended Class and
2 Representative Action Complaint (“Complaint”) against Defendant FleetPride, Inc. and Does 1
3 through 50 (collectively, “Defendants”), individually and on behalf of a class of all other
4 similarly situated current and former employees of Defendants, for penalties and/or damages for
5 failure to provide accurate and complete wage statements as follows:

6 **INTRODUCTION**

7 1. This class action is within the Court’s jurisdiction under California Labor Code §
8 226 and 2698, *et seq.*, and the applicable Wage Orders of the Industrial and Welfare Commission
9 (the “IWC”).

10 2. This Complaint challenges systemic illegal employment practices resulting in
11 violations of the California Labor Code against individuals who worked for Defendants.

12 3. Plaintiff is informed and believes, and based thereon alleges, that Defendants,
13 jointly and severally, have acted intentionally and with deliberate indifference and conscious
14 disregard to the rights of all employees by failing to provide complete and accurate itemized
15 wage statements to Plaintiff and Class Members.

16 4. Plaintiff is informed and believes, and based thereon alleges, that Defendants
17 have engaged in, among other things a system of willful violations of the California Labor Code
18 by creating and maintaining policies, practices, and customs that knowingly deny its employees
19 the above stated rights and benefits.

20 **JURISDICTION AND VENUE**

21 5. The Court has jurisdiction over the violations of California Labor Code § 226 and
22 2698, *et seq.*

23 6. Venue is proper because Defendants do business in Shasta County and Plaintiff
24 worked for Defendants in Shasta County, specifically in Redding, California.

25 **PARTIES**

26 7. Plaintiff was employed by Defendants from about October 2022, until on or about
27 April 26, 2023. Plaintiff worked as a Local Delivery Driver for Defendants in Redding,
28 California. Throughout his employment, Plaintiff was paid on an hourly basis as a non-exempt

1 employee.

2 8. Plaintiff was and is the victim of the policies, practices, and customs of
3 Defendants complained of in this action in ways that have deprived him of the rights guaranteed
4 by California Labor Code § 226 and 2698, *et seq.*

5 9. Plaintiff is informed and believes, and based thereon alleges, that Defendant
6 FleetPride, Inc. was and is an Alabama corporation that distributes truck and trailer parts across
7 the State of California, including facilities in Shasta County.

8 10. Plaintiff is informed and believes and thereon alleges that at all times herein
9 mentioned Defendant and Does 1 through 50, are and were corporations, business entities,
10 individuals, and partnerships, licensed to do business and actually doing business in the State of
11 California. As such and based upon all the facts and circumstances incident to Defendants'
12 business, Defendants are subject to California Labor Code § 226 and 2698, *et seq.*

13 11. Plaintiff does not know the true names or capacities, whether individual, partner,
14 or corporate, of the defendants sued herein as Does 1 through 50, inclusive, and for that reason,
15 said defendants are sued under such fictitious names, and Plaintiff prays for leave to amend this
16 Complaint when the true names and capacities are known. Plaintiff is informed and believes and
17 based thereon alleges that each of said fictitious defendants were responsible in some way for the
18 matters alleged herein and proximately caused Plaintiff and members of the general public and
19 Class to be subject to the illegal employment practices, wrongs, and injuries complained of
20 herein.

21 12. At all times herein mentioned, each of said Defendants participated in the doing
22 of the acts hereinafter alleged to have been done by the named Defendants; and furthermore, the
23 Defendants, and each of them, were the agents, servants, and employees of each of the other
24 Defendants, as well as the agents of all Defendants, and at all times herein mentioned, were
25 acting within the course and scope of said agency and employment.

26 13. Plaintiff is informed and believes, and based thereon alleges, that at all times
27 material hereto, each of the Defendants named herein was the agent, employee, alter ego, and/or
28 joint venturer of, or working in concert with each of the other co-Defendants and was acting

1 within the course and scope of such agency, employment, joint venture, or concerted activity. To
2 the extent said acts, conduct, and omissions were perpetrated by certain Defendants, each of the
3 remaining Defendants confirmed and ratified said acts, conduct, and omissions of the acting
4 Defendants.

5 14. At all times herein mentioned, Defendants, and each of them, were members of,
6 and engaged in, a joint venture, partnership, and common enterprise, and acting within the course
7 and scope of, and in pursuance of, said joint venture, partnership, and common enterprise.

8 15. At all times herein mentioned, the acts and omissions of various Defendants, and
9 each of them, concurred and contributed to the various acts and omissions of each and all of the
10 other Defendants in proximately causing the injuries and damages as herein alleged. At all times
11 herein mentioned, Defendants, and each of them, ratified each and every act or omission
12 complained of herein. At all times herein mentioned, Defendants, and each of them, aided and
13 abetted the acts and omissions of each and all of the other Defendants in proximately causing the
14 damages as herein alleged.

15 **CLASS ACTION ALLEGATIONS**

16 16. **Definition:** The named individual Plaintiff seeks class certification, pursuant to
17 California Code of Civil Procedure § 382. Plaintiff proposes the following Class: all current and
18 former non-exempt employees of Defendants in California who were paid overtime wages at any
19 time from May 16, 2022, through the present (the “Class”).

20 17. Plaintiff further reserves the right to amend the Class definition based upon
21 further discovery.

22 18. **Numerosity and Ascertainability:** The members of the Class are so numerous
23 that joinder of all members would be impractical, if not impossible. The identities of the
24 members of the Class are readily ascertainable by review of Defendants’ records, including
25 payroll records. Plaintiff is informed and believes, and based thereon alleges, that Defendants
26 failed to provide accurate itemized wage statements to its employees that identified the correct
27 total hours worked whenever overtime wages are paid in violation of Labor Code § 226(a).

28 19. **Adequacy of Representation:** The named Plaintiff is fully prepared to take all

1 necessary steps to represent fairly and adequately the interests of the Class defined above.
2 Plaintiff's attorneys are ready, willing, and able to fully and adequately represent the Class and
3 the individual Plaintiff. Plaintiff's attorneys have prosecuted and settled wage-and-hour class
4 actions in the past and currently have a number of wage-and-hour class actions pending in
5 California state and federal courts.

6 20. Defendants uniformly administered a corporate policy and practice of failing to
7 provide accurate itemized wage statements to Plaintiff and the Class that identified the correct
8 total hours worked whenever overtime or other additive wages are paid, in violation of Labor
9 Code § 226(a).

10 21. Plaintiff is informed and believes, and based thereon alleges, that this corporate
11 conduct is accomplished with the advance knowledge and designed intent to willfully and
12 intentionally fail to accurately record proper rates of pay and hours worked.

13 22. Plaintiff is informed and believes, and based thereon alleges, that Defendants had
14 a consistent and uniform policy, practice, and procedure of willfully failing to comply with
15 Labor Code § 226(a).

16 23. **Common Question of Law and Fact:** There are predominant common questions
17 of law and fact and a community of interest amongst Plaintiff and the claims of the Class
18 concerning Defendants' policy and practice of failing to provide accurate itemized wage
19 statements to Plaintiff and the Class that identified the correct total hours worked whenever
20 overtime wages are paid in violation of Labor Code § 226(a).

21 24. **Typicality:** The claims of Plaintiff are typical of the claims of all members of the
22 Class in that Plaintiff suffered the harm alleged in this Complaint in a similar and typical manner
23 as the Class Members. As with Defendants' other California non-exempt employees, Plaintiff
24 was paid hourly. On several occasions, Plaintiff worked overtime and was paid overtime wages.
25 However, whenever Defendants paid overtime wages to Plaintiff, Defendants failed to identify
26 the correct total hours worked on corresponding wage statements in violation of Labor Code §
27 226(a). Instead, adding up the applicable hours worked on said wage statements does not
28 correlate to the correct number of total hours worked during the pay period. Therefore, Plaintiff

1 is a member of the Class and has suffered the alleged violations of California Labor Code §
2 226(a).

3 25. The California Labor Code upon which Plaintiff bases these claims are broadly
4 remedial in nature. These laws and labor standards serve an important public interest in
5 establishing minimum working conditions and standards in California. These laws and labor
6 standards protect the average working employee from exploitation by employers who may seek
7 to take advantage of superior economic and bargaining power in setting onerous terms and
8 conditions of employment.

9 26. The nature of this action and the format of laws available to Plaintiff and
10 members of the Class identified herein make the class action format a particularly efficient and
11 appropriate procedure to redress the wrongs alleged herein. If each employee were required to
12 file an individual lawsuit, the corporate Defendants would necessarily gain an unconscionable
13 advantage since it would be able to exploit and overwhelm the limited resources of each
14 individual plaintiff with their vastly superior financial and legal resources. Requiring each Class
15 Member to pursue an individual remedy would also discourage the assertion of lawful claims
16 by employees who would be disinclined to file an action against their former and/or current
17 employer for real and justifiable fear of retaliation and permanent damage to their careers at
18 subsequent employment.

19 27. The prosecution of separate actions by the individual Class Members, even if
20 possible, would create a substantial risk of (a) inconsistent or varying adjudications with respect
21 to individual Class Members against the Defendants and which would establish potentially
22 incompatible standards of conduct for the Defendants, and/or (b) adjudications with respect to
23 individual Class Members which would, as a practical matter, be dispositive of the interest of the
24 other Class Members not parties to the adjudications or which would substantially impair or
25 impede the ability of the Class Members to protect their interests. Further, the claims of the
26 individual Class Members are not sufficiently large to warrant vigorous individual prosecution
27 considering all of the concomitant costs and expenses.

28 28. Such a pattern, practice, and uniform administration of corporate policy regarding

1 illegal employee compensation described herein is unlawful and creates an entitlement to
2 recovery by Plaintiff and the Class identified herein, in a civil action, for applicable penalties,
3 reasonable attorneys' fees, and costs of suit according to the mandate of California Labor Code
4 § 226 and Code of Civil Procedure § 1021.5.

5 29. Proof of a common business practice or factual pattern, which the named Plaintiff
6 experienced and is a representative of, will establish the right of each of the members of the
7 Plaintiff Class to recovery on the causes of action alleged herein.

8 **FIRST CAUSE OF ACTION**

9 **VIOLATION OF LABOR CODE § 226(a)**

10 **(BY PLAINTIFF AND THE CLASS AGAINST ALL DEFENDANTS)**

11 30. Plaintiff re-alleges and incorporates by reference the preceding paragraphs as
12 though fully set forth herein.

13 31. Labor Code § 226(a) requires employers to provide itemized wage statements to
14 their employees that identify accurate information, including without limitation, the total hours
15 worked by the employee during the pay period. Defendants failed in their affirmative obligation
16 to provide accurate itemized wage statements to Plaintiff and the Class in violation of Labor
17 Code § 226(a).

18 32. Plaintiff and the Class were paid hourly as non-exempt employees. Plaintiff and
19 the Class also worked overtime and received overtime wages. However, whenever Defendants
20 paid overtime wages to Plaintiff and Class Members, Defendants failed to provide accurate
21 itemized wage statements. In this regard, Defendants failed to identify the correct total hours
22 worked on wage statements whenever overtime wages are paid in violation of Labor Code §
23 226(a). This policy and practice is a direct violation of Labor Code § 226(a).

24 33. Such a pattern, practice, and uniform administration of corporate policy as
25 described herein is unlawful and creates an entitlement to recovery by Plaintiff and the Class
26 identified herein, in a civil action, for all damages or penalties pursuant to Labor Code § 226,
27 including interest thereon, attorneys' fees, and costs of suit according to the mandate of
28 California Labor Code § 226.

1 **SECOND CAUSE OF ACTION**

2 **VIOLATION OF LABOR CODE § 2698, *ET SEQ.***

3 **(BY PLAINTIFF AND AGGRIEVED EMPLOYEES AGAINST ALL DEFENDANTS)**

4 34. Plaintiff re-alleges and incorporates by reference the preceding paragraphs as
5 though fully set forth herein.

6 35. Plaintiff brings this cause of action, on behalf of and as a proxy for the State of
7 California and in this capacity, seeks penalties on behalf of all Aggrieved Employees from May
8 8, 2022, through the present, for Defendant's violation of Labor Code section 226, arising from
9 Defendant's policy and practice of failing to provide accurate itemized wage statements, as
10 detailed above.

11 36. On or about May 8, 2023, Plaintiff sent written notice to the California Labor &
12 Workforce Development Agency ("LWDA") of Defendant's violations of Labor Code section
13 226, pursuant to Labor Code § 2698, *et seq.*, the Private Attorneys General Act ("PAGA"). To
14 date, the LWDA has not responded to Plaintiff's written notice.

15 37. As such, pursuant to Labor Code section 2699(a), Plaintiff seeks recovery of any
16 and all applicable civil penalties for Defendant's violation of Labor Code section 226 for the
17 time period described above, on behalf of himself and other Aggrieved Employees.

18 **PRAYER FOR RELIEF**

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

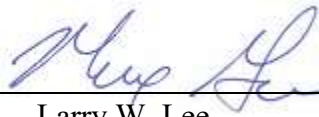
- 21 1. For an order certifying the proposed Class;
- 22 2. For an order appointing Plaintiff as the representative of the Class;
- 23 3. For an order appointing Counsel for Plaintiff as Class Counsel;
- 24 4. Upon the First Cause of Action, for penalties and/or damages pursuant to
25 California Labor Code § 226, and for costs and attorneys' fees;
- 26 5. Upon the Second Cause of Action, for penalties pursuant to statute as set forth in
27 California Labor Code sections 226, 226.3, and 2698, *et seq.*, and for costs and attorneys' fees;
- 28 5. On all causes of action for attorneys' fees and costs as provided by California

1 Labor Code § 226 and 2699, and Code of Civil Procedure § 1021.5; and

2 6. For such other and further relief that the Court may deem just and proper.

3
4 DATED: July 12, 2023

DIVERSITY LAW GROUP, P.C.
POLARIS LAW GROUP

5
6
7 By: 

Larry W. Lee
Max W. Gavron
Kwanporn “Mai” Tulyathan
William L. Marder
Attorneys for Plaintiff and the Class

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PROOF OF SERVICE

(Code of Civil Procedure Sections 1013a, 2015.5)

STATE OF CALIFORNIA]
]ss.
COUNTY OF LOS ANGELES]

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action; my business address is 515 S. Figueroa Street, Suite 1250, Los Angeles, California 90071.

On July 12, 2023, I served the following document(s) described as: **FIRST AMENDED CLASS AND REPRESENTATIVE ACTION COMPLAINT** on the interested parties in this action as follows:

Sabrina A. Beldner
David Szwarcztein
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 X BY ELECTRONIC MAIL: by personally sending a true and correct copy of the above-described document(s) to the party(ies) listed above or on the attached mailing list from the e-mail server diversitylaw.com, to the electronic transmission address of the recipient(s) indicated above or on the attached mailing list. I certify that said electronic transmission was completed and that all pages were received by the party(ies) identified herein or on the attached mailing list.

I declare under penalty of perjury under the laws of the State of California that the above is true and correct. Executed on July 12, 2023, at Los Angeles, California.



Erika Mejia