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FILED
SUPERIOR COURT SAN JOAQUIN

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Attorneys for Plaintiff Altair De Padua

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SAN JOAQUIN

ALTAIR DE PADUA,

Plaintiff,

vs.

ANTONINI BROS., INC., a corporation, and
DOES 1-100, inclusive,

Defendants.

Case No.: STK-CV-UOE-2025-0019359

FIRST AMENDED CLASS,
REPRESENTATIVE AND INDIVIDUAL
ACTION COMPLAINT

1. FAILURE TO PAY MINIMUM WAGE
2. FAILURE TO PAY FOR NON-PRODUCTIVE TIME
3. FAILURE TO TIMELY PAY WAGES
4. FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS
5. UNLAWFUL BUSINESS PRACTICES
6. DISABILITY DISCRIMINATION
7. FAILURE TO ACCOMMODATE
8. FAILURE TO ENGAGE
9. RETALIATION
10. FAILURE TO PREVENT
11. PRIVATE ATTORNEYS GENERAL ACT

JURY TRIAL DEMANDED

Plaintiff Altair De Padua brings this class and individual action against Antonini Bros., Inc., and Does 1-100 for violations of the California Labor Code, the Business and Professions Code, and the Fair Employment and Housing Act.

1 **PARTIES**

2 1. Altair De Padua ("Plaintiff") is and at all times relevant herein was employed in San
3 Joaquin County, California, and was an "employee" as defined by the California Labor Code
4 ("Labor Code"), the applicable California Industrial Wage Commission ("IWC") Order(s), and the
5 Fair Employment and Housing Act ("FEHA").

6 2. Antonini Bros. Inc. ("Antonini Bros.") is a corporation organized and existing under the
7 laws of the state of California company which does business in California and throughout the United
8 States.

9 3. At all times relevant herein, Antonini Bros. has been an "employer" as defined by the
10 Labor Code, and applicable IWC Order(s), and the FEHA and employed Plaintiff.

11 4. Antonini Bros. and Does 1-100 are collectively referred to as Defendants.

12 5. Plaintiff is informed and believes, and on that basis alleges, that each of the Defendants
13 is responsible in some manner for the occurrences herein alleged and that Plaintiff's injuries and
14 damages herein alleged were legally caused by such Defendants. Unless otherwise indicated, each
15 Defendant was acting within the course and scope of said agency and/or employment, with the
16 knowledge and/or consent of said co-Defendant.

17 6. Plaintiff is informed and believes and thereupon alleges that at all times mentioned
18 herein, each of the Defendants was acting as the employer, joint employer, agent, servant, employee,
19 partner and/or joint venturer of and was acting in concert with each of the remaining Defendants in
20 doing the things herein alleged, while at all times acting within the course and scope of such agency,
21 service, employment partnership, joint venture and/or concert of action. Each Defendant, in doing the
22 acts alleged herein, was acting both individually and within the course and scope of such agency
23 and/or employment, with the knowledge and/or consent of the remaining Defendants.

24 **JURISDICTION AND VENUE**

25 7. This Court is the proper Court, and this action is properly filed in the Superior Court of
26 California for the County of San Joaquin because Antonini Bros., Inc. resides within San Joaquin
27 County, conducts business in this County, and Plaintiff has performed work for Antonini Bros. in this
28 County. Plaintiff hereby demands a jury trial.

GENERAL ALLEGATIONS

8. Antonini Bros. operates a trucking company that transports freight throughout California's Central Valley.

9. Plaintiff was employed by Antonini Bros. as a driver from June 2025 until October 2025.

10. Because of Antonini Bros.' unlawful compensation system, and in violation of Labor Code sections 226.2, 1182.12 et. seq., and 1194, Antonini Bros.' drivers were routinely not paid at least minimum wage for every hour they worked.

11. Specifically, Antonini Bros. would

- a. Refuse to pay drivers for all non-productive/non-driving time;
- b. Refuse to pay drivers for all waiting time,
- c. Require drivers to work off-the-clock, and/or
- d. Manipulate drivers' time to their detriment

12. Because of the violations set forth above, the wage statements furnished by Antonini Bros. to their drivers violated Labor Code section 226(a) insofar as they failed to:

- a. Accurately show the gross wages earned in violation of section 226(a)(1);
- b. Accurately show the total number of hours worked by the employee in violation of section 226(a)(2);
- c. Accurately show the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis in violation of section 226(a)(3);
- d. Accurately show the net wages earned in violation of section 226(a)(5);
- e. Accurately show all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate in violation of section 226(a)(9); and
- f. Accurately show the total hours of compensable rest and recovery periods, the rate of compensation, and the gross wages paid for those periods during the pay period in violation of section 226(a)(2)(a).

13. Because Plaintiff and Antonini Bros.' other drivers are not properly compensated for all of their hours worked, they are not timely compensated for the same during each pay period and at the end of their employment.

14. From at least four years prior to the filing of this action, Antonini Bros. has adopted and employed unfair business practices. These unfair-business practices include, but are not limited to, failing to properly pay its drivers for all hours worked.

INDIVIDUAL ALLEGATIONS

15. On September 20, 2025, at around 11:00 p.m., Plaintiff began to feel ill during his shift. As his shift continued, Plaintiff's condition worsened and he began experiencing shortness of breath, dizziness and problems with his vision.

16. At 4:56 a.m., after he had returned to Antonini Bros.' yard, and while he was waiting for his next load, Plaintiff texted Antonini Bros.' Dispatcher, Yesenia Ortega-Wolfe ("Ms. Ortega-Wolfe"), asking if he could go home early.

17. Ms. Ortega-Wolfe informed Plaintiff that he still had hours available to drive and that if she sent him home, she would have to give him a load refusal.

18. Plaintiff tried to explain to Ms. Ortega-Wolfe that something was wrong with him but, despite acknowledging the same, she again told him that if he left early, she would have to issue him a load refusal. Mr. De Padua then informed Ms. Ortega-Wolfe that he was calling 911.

19. Thereafter, Ms. Ortega-Wolfe called Plaintiff on his cell phone. Mr. De Padua explained that he was feeling very ill and protested the load refusal, complaining that Employer talks to its employees about safety, but now was forcing him to work when he was having a medical emergency.

20. Ms. Ortega-Wolfe was unconcerned and reiterated that, while Antonini Bros. was not forcing him to do anything, if he went home Antonini Bros. would have to issue him a load refusal.

21. With his condition deteriorating rapidly and Antonini Bros. unwilling to accept the severity of his medical emergency or work with him in any way, Plaintiff informed Ms. Ortega-Wolfe that he needed call 911 and ended their call.

1 22. Because of his medical emergency, Plaintiff has limited recall of remainder of the
2 events on September 21, 2025. After calling 911, an ambulance arrived at Antonini Bros.' yard and he
3 was transported to the emergency room. His condition was so serious that he ended up spending two
4 full days in the hospital recovering.

5 23. During his time in the hospital multiple employees of Antonini Bros., including
6 Antonini Bros.' Manager, Stefano Antonini, and Jose Serrano, a member of Antonini Bros.' safety
7 department, visited Plaintiff.

8 24. Despite his condition, they peppered him with questions about what had transpired and
9 tried to get him to sign documents regarding the incident. Eventually, one of the nurses who was
10 caring for Plaintiff recommended that he decline further visitors from his employer and he complied.

11 25. On September 23, 2025, Plaintiff was finally discharged from the hospital. Plaintiff's
12 discharge instructions included a doctor's note excusing him from work and authorizing him to return
13 to work without limitations September 28, 2025.

14 26. On or about September 25, 2025, Plaintiff received a call from Antonini Bros.
15 informing him that something was wrong and that he needed to come in and sign some paperwork.

16 27. On September 26, 2025, Plaintiff met with Stefano Antonini ("Mr. Antonini") and
17 Antonini Bros.' Safety Supervisor Jeremiah Forest ("Mr. Forest").

18 28. Mr. Forest told Plaintiff that Antonini Bros. needed him to sign documents regarding
19 the incident and that he had done them wrong when he was in the hospital. Plaintiff told Mr. Forest
20 that he would like to show the document to his attorney, but Mr. Forest said that that "does not work
21 for us". Thereafter, Stefano Antonini told Plaintiff to leave so he could talk to Mr. Forest alone.

22 29. After several moments, Plaintiff was invited back into the meeting. When he returned,
23 Antonini Bros. also had their lawyer on the phone. The three individuals continued to push Plaintiff
24 attempting to intimidate him into signing the documents before he ultimately refused, telling them he
25 wasn't signing anything without first showing his lawyer. Thereafter, Plaintiff was again excused from
26 the meeting.

27 30. After approximately 45 minutes, Stefano Antonini gave Plaintiff papers relating to his
28 return to work and purported accommodations. Plaintiff informed Mr. Antonini that he did not need

1 accommodation and was eligible to return to work on September 28, 2025. Plaintiff also directed Mr.
2 Antonini to his hospital discharge instructions, which he had provided Employer previously, which
3 indicated the same. Mr. Antonini demurred, stating that that was not Antonini Bros.' procedure.
4 Rather than debate further, Plaintiff took the paperwork and left.

5 31. On October 2, 2025, Mr. Forest called Plaintiff and told him to pick up his check. When
6 he arrived, Mr. Forrest explained that the season was over on October 3, 2025. Plaintiff asked why
7 they had given him the accommodation paperwork done if the season was over, but Mr. Forrest
8 offered no explanation.

9 32. On about October 15 or 16, 2025, Plaintiff was again called into a meeting with
10 Antonini Bros. purportedly to pick up a bonus check. When he arrived, Mr. Antonini told him that he
11 would have to sign some paperwork to get his check. Plaintiff indicated that he wouldn't be signing
12 anything without first discussing it with his attorney. Mr. Antonini then told him he wouldn't get his
13 check then and that he was fired.

14 CLASS ACTION ALLEGATIONS

15 33. Plaintiff seeks to maintain this action as a class action as to the First through Fourth
16 Causes of Action. Plaintiff brings this action, on behalf of himself and all others similarly situated, as
17 a class action pursuant to Code of Civil Procedure 382. The putative classes which Plaintiff seeks to
18 represent consist of the following:

- 19 a. All current and former drivers who worked for Defendants from December 23,
20 2021, through the date of trial (the "Driver Class");
- 21 b. All current and former drivers who received a wage statement from Defendants
22 from December 23, 2024, through the date of trial (the "Wage Statement Class");
23 and
- 24 c. All members of the Driver Class whose employment ended between December 23,
25 2022, through the date of trial (the "Waiting Time Penalty Class").

26 The Driver Class, Wage Statement Class, and Waiting Time Penalty Class are collectively referred to
27 as the "Class".

28 34. The class of persons is so numerous that joinder of all members is impracticable, and

1 the disposition of their claims in a class action is a benefit to the parties and to the Court. Plaintiff is
2 informed and believes, and based thereon alleges, that Defendants employ more than 500 employees
3 who satisfy the class definition. Although the exact number and identity of class members is not
4 presently known, they can be identified in Defendants' records through coordinated discovery
5 pursuant to this class action.

6 35. This action may be maintained as a class because the questions of law and fact which
7 are common to class members clearly predominate over any questions affecting only individual
8 members and because a class action is superior to other available methods for adjudicating the
9 controversy.

10 36. There are numerous common questions of law and fact arising out of Defendants'
11 conduct. This class action focuses on Defendants' systematic failure to: (a) properly pay employees
12 for all hours worked; (b) provide accurate itemized wage statements; and (c) timely pay all wages due
13 and owing each pay period and at the end of employment.

14 37. Furthermore, common questions of fact and law predominate over any questions
15 affecting only individual members of the class. The predominating common or class-wide questions
16 of law and fact include the following:

- 17 a. Whether Defendants failed to pay their drivers for all hours worked;
- 18 b. Whether the Defendants failed to furnish accurate itemized wage statements;
- 19 c. Whether Defendants failed to pay all wages due and owing at end of their non-
20 exempt employees' employment;
- 21 d. Whether the alleged violations constitute unfair business practices;
- 22 e. Whether the Class is entitled to injunctive relief; and
- 23 f. Whether the Class is entitled to unpaid wages, statutory penalties and/or
24 restitutionary relief, and the amount of the same.

25 38. Plaintiff's claims are typical of the claims of the members of the Class as a whole, all of
26 whom have sustained and/or will sustain damage and injury as a proximate and/or legal result of the
27 alleged violations of Defendants. Plaintiff's claims are typical of those of the Class because
28 Defendants subjected Plaintiff and each member of the Class to the same violations alleged herein.

1 39. The defenses of Defendants, to the extent that such defenses apply, are applicable
2 generally to the whole Class and are not distinguishable as to the proposed class members.

3 40. Plaintiff will fairly and adequately protect the interests of all members of the Class, and
4 has retained attorneys with extensive experience in litigation, including class and representative
5 actions. Plaintiff has no interests that conflict with those of the Class. Plaintiff is able to fairly and
6 adequately protect the interests of all members of the class because it is in his best interest to prosecute
7 the claims alleged herein in order to obtain the full compensation due herself and the other class
8 members.

9 41. A class action is superior to any other method available for fairly and efficiently
10 adjudicating the controversy because 1) joinder of individual class members is not practicable, 2)
11 litigating the claims of individual class members would be unnecessarily costly and burdensome and
12 would deter individual claims, 3) litigating the claims of individual class members would create a risk
13 of inconsistent or varying adjudications that would establish incompatible standards of conduct for
14 Defendants, 4) class members still working for Defendants may be fearful of retaliation if they were to
15 bring individual claims, 5) class members would be discouraged from pursuing individual claims
16 because the damages available to them are relatively small, and 6) public policy encourages the use of
17 the class actions to enforce employment laws and protect individuals who, by virtue of their
18 subordinate position, are particularly vulnerable.

19 42. Judicial economy will be served by maintenance of this lawsuit as a class action. To
20 process numerous virtually identical individual cases will significantly increase the expense on the
21 Court, the class members, and Defendants, all while unnecessarily delaying the resolution of this
22 matter. There are no obstacles to effective and efficient management of this lawsuit as a class action
23 by this Court and doing so will provide multiple benefits to the litigating parties including, but not
24 limited to, efficiency, economy, and uniform adjudication with consistent results.

25 43. Notice of a certified class action and any result or resolution of the litigation can be
26 provided to class members by mail, email, publication, or such other methods of notice as deemed
27 appropriate by the Court.

28 **PRIVATE ATTORNEYS GENERAL ACT ALLEGATIONS**

1 44. The Private Attorney General Act (“PAGA”), as set forth at California Labor Code §
2 2698 et seq., is and at all times relevant herein was applicable to Plaintiff’s employment.

3 45. Pursuant to Labor Code § 2699(a) any provision of the Labor Code which provides for
4 a civil penalty to be assessed and collected by the Labor and Workforce Development Agency
5 (“LWDA”) for violations of the Labor Code may, as an alternative, be recovered through a civil action
6 brought by an aggrieved employee on behalf of himself or herself and other current or former
7 employees pursuant to the procedures outlined in Labor Code § 2699.3. California Labor Code §
8 2699(a).

9 46. Pursuant to PAGA, an “Aggrieved Employee” is “any person who was employed by
10 the alleged violator and against whom one or more of the alleged violations was committed.” Labor
11 Code § 2699(c).

12 47. Plaintiff was employed by Defendants and several of the violations alleged herein were
13 committed against him during his time of employment. Plaintiff is therefore an Aggrieved Employee
14 as defined by Labor Code § 2699(c).

15 48. Defendants’ other current and former non-exempt employees are also Aggrieved
16 Employee in that one or more of the alleged violations were also committed against them during their
17 time of employment with Defendants.

18 49. Pursuant to Labor Code § 2699(a) any provision of the Labor Code which provides for
19 a civil penalty to be assessed and collected by the Labor and Workforce Development Agency
20 (“LWDA”) for violations of the Labor Code may, as an alternative, be recovered through a civil action
21 brought by an aggrieved employee on behalf of himself or herself and other current or former
22 employees pursuant to the procedures outlined in Labor Code § 2699.3. California Labor Code §
23 2699(a).

24 50. Plaintiff hereby realleges and incorporates by reference each and every allegation set
25 forth above as though fully set forth herein.

26 51. As is outlined herein, Defendants violated the Labor Code as to Plaintiff and other
27 Aggrieved Employees it employed and/or employs within California. Specifically, Defendants
28

1 violated Labor Code sections 201-204, 210, 226, 226.2, 1182.12 et seq., 1194, and 1197, as well as the
2 applicable IWC Wage Orders.

3 52. Pursuant to Labor Code § 2699(f), the civil penalty recoverable in a PAGA action is
4 that which is provided for by the by the Labor Code. When the Labor Code does not provide a civil
5 penalty, the penalty recoverable shall be \$100 for the initial violation per employee per pay period and
6 \$200 for each subsequent violation per employee per pay period.

7 53. Pursuant to Pursuant to California Labor Code § 2699(g), an aggrieved employee may
8 recover the civil penalty on behalf of himself or herself and other current or former employees against
9 whom one or more of the alleged violations was committed. Furthermore, any employee who prevails
10 in any action shall be entitled to an award of reasonable attorney's fees and costs.

11 54. Pursuant to Labor Code § 2699.3, an aggrieved employee, including Plaintiff, may
12 pursue a civil action arising under PAGA after the following requirements have been met:

13 a. The aggrieved employee shall give written notice by certified mail to the
14 LWDA and the employer (hereinafter "Employee's Notice") of the specific provisions of
15 California Labor Code alleged to have been violated, including the facts and theories to support
16 the alleged violations;

17 b. The LWDA shall provide notice (hereinafter "LWDA's Notice") to the
18 employer and the aggrieved employee by certified mail that it does not intend to investigate the
19 alleged violation within 60 days of the postmark date of the Employee's Notice. Upon receipt
20 of the LWDA's Notice, or if the LWDA does not provide notice with 65 calendar days of the
21 postmark date of the Employee's Notice, the aggrieved employee may commence a civil action
22 pursuant to California Labor Code § 2699 to recover civil penalties in addition to any other
23 penalties to which the employee may be entitled.

24 55. For all alleged violations not enumerated in Labor Code § 2699.5, the employer is
25 given thirty-three (33) days to cure and notify the aggrieved employee by certified mail that the
26 violation has been cured. If the violation is not cured, the aggrieved employee may commence a civil
27 action pursuant to California Labor Code § 2699 to recover civil penalties in addition to any other
28 penalties to which the employee may be entitled.

1 56. On December 10, 2025, Plaintiff provided written notice by certified mail to
2 Defendants and by online filing to the LWDA of the specific provisions of the Labor Code alleged to
3 have been violated, including the facts and theories to support the alleged violations.

4 57. As of the filing of this amended complaint, which is more 65 days after Plaintiff
5 provided written notice, the LWDA has not responded to his notification or otherwise indicated an
6 intention to investigate her claims.

7 58. Accordingly, Plaintiff has satisfied the administrative prerequisites under Labor Code §
8 2699.3 to bring a civil action to recover penalties against Defendants, in addition to other remedies, for
9 violations of California Labor Code sections Defendants, as well as the applicable IWC Wage orders.

10 **FIRST CAUSE OF ACTION**
11 **VIOLATION OF CALIFORNIA LABOR CODE § 1128.12 et seq.**
12 **(Failure to Pay Minimum Wage)**
 Against Defendants

13 59. Plaintiff hereby realleges and incorporates by reference each and every allegation set
14 forth above as though fully set forth herein, except as said paragraphs are inconsistent with the
15 allegations of this cause of action.

16 60. California Labor Code section 1182.12 establishes the minimum wage for California
17 employees from July 1, 2014, to present.

18 61. Labor Code Section 1194 provides, in relevant part:

19 Notwithstanding any agreement to work for a lesser wage, any employee receiving less
20 than the legal minimum wage ... applicable to the employee is entitled to recover in a
21 civil action the unpaid balance of the full amount of this minimum wage ... including
interest thereon, reasonable attorney's fees, and costs of suit.

22 62. Labor Code section 1194.2 provides, in relevant part:

23 In any action under ... Section 1194 to recover wages because of the payment of a wage
24 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
25 unpaid and interest thereon.

26 63. Labor Code section 1197 provides that the minimum wage for employees fixed by the
27 commission is the minimum wage to be paid to employees, and the payment of a lesser wage is
28 unlawful

1 64. Pursuant to California Labor Code section 1198, the maximum hours of work and
2 standard conditions of labor fixed by the commission shall be the maximum hours of work and the
3 standard conditions of labor for employees and the employment of any employee for longer hours than
4 those fixed by the commission or under conditions of labor prohibited by the order is unlawful.

5 65. During the relevant time period, Defendants intentionally and willfully failed to pay
6 Plaintiff and its other drivers for every hour worked.

7 66. Wherefore, Plaintiff and the other members of the Driver Class have been injured as set
8 forth above and request relief as hereafter provided.

9 **SECOND CAUSE OF ACTION**
10 **VIOLATION OF LABOR CODE § 226.2**
11 **(Failure to Pay for Non-Productive Time)**
 Against Defendants

12 67. Plaintiff hereby realleges and incorporates by reference each and every allegation set
13 forth above as though fully set forth herein, except as said paragraphs are inconsistent with the
14 allegations of this cause of action.

15 68. Labor Code § 226.2 requires employers to pay employees compensated on a piece-rate
16 basis for rest and recovery periods and other non-productive time.

17 69. During the relevant time period, Plaintiff and Defendants' other drivers were not paid
18 for all of their non-productive time including, but not limited to, pre and post-trip inspections and
19 waiting time.

20 70. Wherefore, Plaintiff and the other members of the Driver Class have been injured as set
21 forth above and request relief as hereafter provided.

22 **THIRD CAUSE OF ACTION**
23 **VIOLATION OF LABOR CODE §§ 201, ET SEQ.**
24 **(Failure to Pay All Wages Due and Owing at End of Employment)**
 Against Defendants

25 71. Plaintiff hereby realleges and incorporates by reference each and every allegation set
26 forth above as though fully set forth herein, except as said paragraphs are inconsistent with the
27 allegations of this cause of action.

1 72. California Labor Code section 201 provides that if an employer discharges an
2 employee, the wages earned and unpaid at the time of discharge are due and payable immediately.

3 73. California Labor Code section 202 requires an employer to pay an employee all earned
4 wages within 72 hours of the employee quitting his or her employment, or immediately at the time of
5 quitting if the employee has given 72 hours previous notice of his or her intention to quit.

6 74. As set forth above, Plaintiff and Defendants' other drivers were not timely paid all of
7 their earned but unpaid wages when their employment with Defendants ended.

8 75. Wherefore, Plaintiff and the other members of the Waiting Time Penalty Class have
9 been injured as set forth above and request relief as hereafter provided.

10 **FOURTH CAUSE OF ACTION**
11 **VIOLATION OF LABOR CODE § 226(a)**
12 **(Failure to Furnish Accurate Itemized Wage Statements)**
 Against Defendants

13 76. Plaintiff hereby realleges and incorporates by reference each and every allegation set
14 forth above as though fully set forth herein, except as said paragraphs are inconsistent with the
15 allegations of this cause of action.

16 77. Pursuant to California Labor Code section 226(a) "every employer shall, semimonthly
17 or at the time of each payment of wages, furnish each of his or her employees, either as a detachable
18 part of the check, draft, or voucher paying the employee's wages, or separately when the wages are
19 paid by personal check or cash, an accurate itemized statement in writing showing (1) gross wages
20 earned, (2) total hours worked by the employee [. . .], (3) the number of piece-rate units earned and
21 any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, (5) net wages
22 earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the
23 employee and only the last four digits of his or her social security number or an employee
24 identification number, (8) the name and address of the legal entity that is the employer [. . .], (9) all
25 applicable hourly rates in effect during the pay period and corresponding number of hours worked at
26 each hourly rate by the employee and, if the employer is a temporary services employer [. . .], the rate
27 of pay and the total hours worked for each temporary services assignment."
28

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

7 79. An employee is deemed to suffer injury if the employer fails to provide a wage
8 statement or if the employer fails to provide accurate and complete information as required by any one
9 or more of the items (1) to (9), inclusive, of subdivision (a) and the employee cannot promptly and
10 easily determine from the wage statement alone, i) the amount of gross/net wages paid to the employee
11 during the pay period or any of the other information required to be provided pursuant to Labor Code
12 section 226(a) items (2) to (4), inclusive, (6) and (9), ii) deductions made by the employer, iii) the
13 name and address of the employer and iv) the name of the employee and the last four digits of his or
14 her social security number or employee identification number. Labor Code § 226(e)(2)(A) and (B)(i)-
15 (iv). "Promptly and easily determine" means a reasonable person would be able to readily ascertain
16 the information without reference to other documents or information. Labor Code § 226(e)(2)(C).

17 80. As set forth above, Defendants intentionally and willfully failed to furnish accurate
18 itemized wage statements which complied with Labor Code section 226.

19 81. Wherefore, Plaintiff and the other members of the Wage Statement Class have been
20 injured as set forth above and request relief as hereafter provided.

21 **FIFTH CAUSE OF ACTION**
22 **VIOLATION OF CALIFORNIA BUSINESS AND PROFESSIONS CODE §§ 17200 *ET SEQ.***
23 **(Unfair Business Practices)**
 Against Defendants

24 82. Plaintiff hereby realleges and incorporates by reference each and every allegation set
25 forth above as though fully set forth herein, except as said paragraphs are inconsistent with the
26 allegations of this cause of action.

83. The statutory violations, as alleged above, are unfair business practices within the meaning of the Unfair Competition Law (Business and Professions Code sections 17200 *et seq*), and include, but are not limited to failing to pay drivers for all hours worked.

84. Wherefore, Plaintiff and the other members of the Driver Class have been damaged as set forth above and request relief as hereafter provided.

SIXTH CAUSE OF ACTION
VIOLATION OF GOVERNMENT CODE SECTION 12940(a)
(Disability Discrimination)
Against Defendants and Does 1-100

85. Plaintiff hereby realleges and incorporates by reference each and every allegation set forth above as though fully set forth herein, except as said paragraphs are inconsistent with the allegations of this cause of action.

86. The FEHA explicitly prohibits an employer from refusing to hire or employ a person, discharging a person from employment, or discriminating against such person in compensation or in terms, conditions or privileges of employment on the basis of physical disability or medical condition. Gov. Code § 12940(a).

87. Defendants were at all times material herein Plaintiff's employer pursuant to Gov. Code § 12926(d) and were therefore barred from discriminating against their employees based on disability and/or perceived disability

88. At all times herein mentioned, Plaintiff was qualified for his position with Defendants based upon his work experience and performance history.

89. Defendants were at all times material herein Plaintiff's employer pursuant to Gov. Code § 12926(d) and were therefore barred from discriminating against their employees based on disability and/or perceived disability.

90. Nevertheless, as set forth above, Defendants discriminated against Plaintiff based on disability, perceived disability, and/or future perceived disability, in violation of Gov. Code § 12940(a).

1 91. The acts taken toward Plaintiff were carried out by and/or ratified by Defendants and/or
2 managing agents/employees of Defendants acting in an oppressive, fraudulent and malicious manner
3 in order to injure or damage Plaintiff, thereby justifying an award to him of punitive damages.

4 92. As a direct and proximate result of Defendants' conduct, Plaintiff has been harmed and
5 requests relief as hereafter provided.

6 **SEVENTH CAUSE OF ACTION**
7 **VIOLATION OF GOVERNMENT CODE SECTION 12940(h)**
8 **(Failure to Accommodate)**
9 **Against Defendants and Does 1-100**

10 93. Plaintiff hereby realleges and incorporates by reference each and every allegation set
11 forth above as though fully set forth herein, except as said paragraphs are inconsistent with the
12 allegations of this cause of action.

13 94. The FEHA requires an employer to "make reasonable accommodation for the known
14 physical or mental disability of an applicant or employee." Gov. Code § 12940(m).

15 95. Defendants at all times material herein were Plaintiffs' employer pursuant to Gov. Code
16 § 12926(d), knew of him disability(ies) and were required to reasonably accommodate him pursuant to
17 Gov. Code § 12940(m).

18 96. Nevertheless, as set forth above, Defendants failed to reasonably accommodate
19 Plaintiff.

20 97. The acts taken toward Plaintiff were carried out by and/or ratified by Defendants and/or
21 managing agents/employees of Defendants acting in an oppressive, fraudulent and malicious manner
22 in order to injure or damage Plaintiff, thereby justifying an award to him of punitive damages.

23 98. As a direct and proximate result of Defendants' conduct, Plaintiff has been harmed and
24 requests relief as hereafter provided.

25 **EIGHTH CAUSE OF ACTION**
26 **VIOLATION OF GOVERNMENT CODE SECTION 12940(h)**
27 **(Failure to Engage in the Interactive Process)**
28 **Against Defendants and Does 1-100**

99. Plaintiff hereby realleges and incorporates by reference each and every allegation set forth above as though fully set forth herein, except as said paragraphs are inconsistent with the allegations of this cause of action.

100. The FEHA requires an employer “to engage in a timely, good faith, interactive process with the employee or applicant to determine effective reasonable accommodations, if any, in response to a request for reasonable accommodation by an employee or applicant with a known physical disability or known medical condition.” Gov. Code § 12940(n).

101. Defendants at all times material herein were Plaintiff's employer pursuant to Gov. Code § 12926(d), had knowledge of his disability and were required to engage in the interactive process pursuant to Gov. Code § 12940(n).

102. Nevertheless, as set forth above, Defendants failed to engage in a timely, good faith interactive process with Plaintiff.

103. The acts taken toward Plaintiff were carried out by and/or ratified by Defendants and/or managing agents/employees of Defendants acting in an oppressive, fraudulent and malicious manner in order to injure or damage Plaintiff, thereby justifying an award to him of punitive damages.

104. As a direct and proximate result of Defendants' conduct, Plaintiff has been harmed and requests relief as hereafter provided.

NINTH CAUSE OF ACTION
VIOLATION OF GOVERNMENT CODE SECTION 12940(h)
(Retaliation)
Against Defendants and Does 1-100

105. Plaintiff hereby realleges and incorporates by reference each and every allegation set forth above as though fully set forth herein, except as said paragraphs are inconsistent with the allegations of this cause of action.

106. The FEHA explicitly prohibits any employer or any other person from discharging, expelling or discriminating against any person because the person has opposed any practices forbidden by the FEHA or because the person has filed a complaint, testified or assisted in any proceeding under the FEHA. Gov. Code § 12940(h).

1 107. Defendants were at all times material herein Plaintiff's employer pursuant to Gov.
2 12926(d) and 12945.2(c)(2) and was therefore barred from retaliating against its employees pursuant
3 to Government Code section 12940(h).

4 108. Nevertheless, as set forth above, Defendants retaliated against Plaintiff in violation of
5 Government Code section 12940(h).

6 109. The acts taken toward Plaintiff were carried out by and/or ratified by Defendants and/or
7 managing agents/employees of Defendants acting in an oppressive, fraudulent and malicious manner
8 in order to injure or damage Plaintiff, thereby justifying an award to him of punitive damages.

9 110. As a direct and proximate result of Defendants' conduct, Plaintiff has been harmed and
10 requests relief as hereafter provided.

11 **TENTH CAUSE OF ACTION**
12 **VIOLATION OF GOVERNMENT CODE SECTION 12940(k)**
13 **(Failure to Prevent)**
14 **Against Defendants and Does 1-100**

15 111. Plaintiff hereby realleges and incorporates by reference each and every allegation set
16 forth above as though fully set forth herein, except as said paragraphs are inconsistent with the
17 allegations of this cause of action.

18 112. The FEHA requires an employer to "take all reasonable steps necessary to prevent
19 discrimination and harassment from occurring." Gov. Code § 12940(k).

20 113. Nevertheless, as set forth above, Defendants failed to prevent and remedy the
21 discrimination and retaliation against Plaintiff.

22 114. The acts taken toward Plaintiff were carried out by and/or ratified by Defendants and/or
23 managing agents/employees of Defendants acting in an oppressive, fraudulent and malicious manner
24 in order to injure or damage Plaintiff, thereby justifying an award to him of punitive damages.

25 115. As a direct and proximate result of Defendants' conduct, Plaintiff has been harmed and
26 requests relief as hereafter provided.

27 **ELEVENTH CAUSE OF ACTION**
28 **VIOLATION OF LABOR CODE SECTION 2698 ET SEQ.**
(Private Attorneys General Act)
Against Defendants and Does 1-100

1 116. Plaintiff hereby realleges and incorporates by reference each and every paragraph as
2 though fully set forth herein, except as said paragraphs are inconsistent with the allegations of this
3 cause of action.

4 117. Plaintiff is an “aggrieved employee” under the PAGA as he was employed by
5 Defendants during the applicable statutory period, and suffered one or more of the Labor Code
6 violations outlined herein. Other current and former employees are also aggrieved employees in that
7 one or more of the alleged violations were also committed against them during their time of
8 employment with Defendants.

9 118. Plaintiff seeks to recover, on behalf of and as a proxy for the Labor and Workforce
10 Development Agency (the “LWDA”), the civil penalties provided by the PAGA through a
11 representative action permitted by the PAGA and *Arias v. Sup. Ct.* (2009) 46 Cal.4th 969. Class
12 certification of the PAGA claims is not required.

13 119. Plaintiff seeks to enforce the California Labor Code and related regulations and
14 Industrial Wage Order(s) on behalf of the LWDA and pursuant to the PAGA for a number of
15 violations which include, but are not limited to, all of the following: Labor Code sections 201-204,
16 210, 226, 226.2, 1182.12 et seq., 1194, and 1197, as well as the applicable IWC Wage Orders.

17 120. Pursuant to Labor Code section 2699(f), the civil penalty recoverable in a PAGA action
18 is that which is provided for by the Labor Code or, where no civil penalty is specifically provided, one
19 hundred dollars (\$100) for each aggrieved employee per pay period for the initial violation and two
20 hundred dollars (\$200) for each aggrieved employee per pay period for each subsequent violation.

21 121. Pursuant to California Labor Code section 2699(g), an aggrieved employee may
22 recover the civil penalty on behalf of himself or herself and other current or former employees against
23 whom one or more of the alleged violations was committed. Furthermore, any employee who prevails
24 in any such action shall be entitled to an award of reasonable attorney's fees and costs

25 122. As a result of the myriad violations of the Labor Code and applicable IWC Order(s) set
26 forth above, Plaintiff seeks recovery of civil penalties, attorneys' fees and costs pursuant to the PAGA
27 as set forth below.

28 123. Wherefore, Plaintiff and the other Aggrieved Employees have been damaged as set

1 forth above and request relief as hereafter provided

2 **PRAYER FOR RELIEF**

3 WHEREFORE, Plaintiffs prays judgment against Defendants as follows:

4 **As to the First through Fifth Causes of Action:**

- 5 1. That this Court certify the Class;
- 6 2. That this Court appoint Plaintiff as representative of the Class;
- 7 3. That this Court appoint Mayall Hurley, P.C. as Class Counsel;
- 8 4. That this Court award actual, compensatory, special, and general damages as well as
9 restitutionary relief to Plaintiff and the members of the Class;
- 10 5. That this Court award injunctive relief, including that available under Labor Code
11 sections 226(h) and Business and Professions Code Section 17203;
- 12 6. That this Court award penalties and liquidated damages including, but not limited to,
13 those available under Labor Code sections 203, 226, and 1194.2;
- 14 7. That this Court award statutory attorneys' fees and costs, including those available
15 under Labor Code sections 218.5, 226(e)(1), and 1194 as well as Code of Civil
16 Procedure section 1021.5;
- 17 8. That this Court award prejudgment and post-judgment interest according to any
18 applicable provision of law or as otherwise permitted by law; and
- 19 9. That this Court award such other and further relief as the court deems just and proper.

20 **As to the Sixth through Tenth Causes of Action:**

- 21 1. For economic (special) and non-economic (general) damages in an amount yet
22 unknown, but in excess of the minimum jurisdictional limit of this Court;
- 23 2. For injunctive relief pursuant to Government Code section 19265(c);
- 24 3. For punitive and/or exemplary damages;
- 25 4. For statutory attorneys' fees and costs, including those available under Government
26 Code section 12965(b);
- 27 5. For prejudgment and post-judgment interest according to any applicable provision of
28 law or as otherwise permitted by law, including that available under Civil Code sections

3287(a) and 3289(b);

6. For such other and further relief as the Court deems just and proper.

As to the Eleventh Cause of Action:

1. For civil penalties, including but not limited to those available under Labor Code §§ 210, 226.3, 256, 558 and 2699(f);

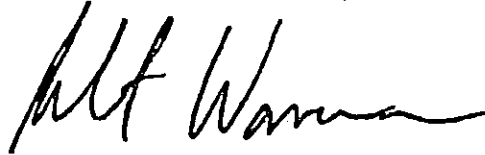
2. For statutory attorneys' fees and costs, including but not limited to those available under Labor Code § 2699(g);

3. For prejudgment and post-judgment interest according to any applicable provision of law or as otherwise permitted by law, including those available under Civil Code §§ 3287(a) and 3289(b), and Labor Code § 218.6; and

4. For such other and further relief as the court deems just and proper

DATED: February 19, 2025

MAYALL HURLEY P.C.



By _____

ROBERT J. WASSERMANN

JENNY D. BAYSINGER

VLADIMIR J. KOZINA

Attorneys for Plaintiff and the Putative Class