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14 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
15 **FOR THE COUNTY OF SAN JOAQUIN**

16 MICHAEL MOORE, individually, and on behalf
17 of all other aggrieved employees,

18 Plaintiff,

19 v.

20 HEARTLAND EXPRESS, INC. OF IOWA; and
21 DOES 1 through 50, inclusive,

22 Defendants.
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FILED
SUPERIOR COURT SAN JOAQUIN
2026 MAY 15 A 10:37
STEPHANIE BOHRER, CLERK
BY DANIELLE JEANDEBIEN
DEPUTY

STK-CV-40E-2026-3622

Case No.:

**REPRESENTATIVE COMPLAINT FOR
ENFORCEMENT OF THE PRIVATE
ATTORNEYS GENERAL ACT OF 2004,
LABOR CODE §§ 2698, ET SEQ.:**

1 Plaintiff Michael Moore (“Plaintiff”), individually and on behalf of all other aggrieved
2 employees, alleges as follows:

3 INTRODUCTION

4 1. Plaintiff brings this representative action against defendants Heartland Express, Inc.
5 of Iowa and DOES 1 through 50, inclusive (collectively, “Defendants”), on Plaintiff’s own behalf
6 and on behalf of all other individuals currently or formerly employed by Defendants in California
7 as drivers paid on a per-mile basis at any time from March 9, 2025 to the present (“aggrieved
8 employees”).

9 2. Plaintiff is informed and believes, and thereon alleges, that Defendants have
10 violated state wage and hour laws by, among other things:

- 11 (a) failing to pay all minimum wages;
- 12 (b) failing to reimburse necessary expenditures;
- 13 (c) retaliating in response to use of or requests to use sick leave;
- 14 (d) failing to provide accurate itemized wage statements; and
- 15 (e) failing to pay all wages due during employment and upon separation of
16 employment.

17 3. Plaintiff seeks monetary relief against Defendants on behalf of himself and all other
18 aggrieved employees to recover, among other things, unpaid wages, statutory penalties, unlawfully
19 deducted wages, benefits, interest, attorneys’ fees, costs and expenses, and penalties pursuant to
20 Labor Code §§ 201, 202, 203, 204, 210, 226, 233, 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197,
21 1197.1, 2698, *et seq.*, 2802, and Code of California Civil Procedure § 1021.5.

22 JURISDICTION AND VENUE

23 4. The penalties and other legal and equitable relief sought by Plaintiff exceed the
24 minimal jurisdictional limits of this Court and will be established according to proof at trial.

25 5. This Court has jurisdiction over this action pursuant to Article VI, § 10 of the
26 California Constitution, which grants the superior court “original jurisdiction in all other causes”
27 except those given by statute to other courts. The statutes under which this action is brought do not
28 specify any other basis for jurisdiction.

6. This Court has jurisdiction over all Defendants because, upon information and belief, Defendants are citizens of California, have sufficient minimum contacts in California, and/or otherwise 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.

7. Venue is proper in this court because Defendants maintain offices, have agents, employ individuals, and/or transact business in this county.

THE PARTIES

8. Plaintiff is a California citizen and was employed by Defendants in Lathrop, California, as a driver from approximately June 2025 to approximately August 2025.

9. Defendants were and are subject to the Labor Code and IWC Wage Orders as employers whose employees were and are engaged to work throughout this county and the State of California.

10. Plaintiff is unaware of the true names or capacities of the Defendant sued herein under the fictitious names DOES 1 through 50 but will amend the complaint and serve such fictitiously named Defendants once their names and capacities become known.

11. Plaintiff is informed and believes and thereon alleges that each and all of the acts and omissions alleged herein were performed by, or are attributable, to each Defendant acting as the agent, employee, alter ego, and/or joint venturer of, or working in concert with, each of the other co-Defendants and within the course and scope of such agency, employment, joint venture, or concerted activity with legal authority to act on the others' behalf.

12. Plaintiff is informed and believes and thereon alleges that during the relevant time period, DOES 1 through 50 were the employers of Plaintiff and the other aggrieved employees within the meaning of all applicable state laws and statutes. Plaintiff is informed and believes and thereon alleges that DOES 1 through 50 directly or indirectly controlled or affected the working conditions, working hours, and conditions of employment of Plaintiff and the other aggrieved employees so as to make each Defendant an employer liable under the statutory provision set forth herein.

13. Plaintiff is informed and believes and thereon alleges that DOES 1 through 50 had the authority to hire and terminate Plaintiff and the other aggrieved employees, to set work rules and conditions governing Plaintiff and the other aggrieved employees' employment, and to supervise their daily employment activities.

14. Plaintiff is informed and believes and thereon alleges that DOES 1 through 50 exercise sufficient authority over the terms and conditions of Plaintiff's and the other aggrieved employees' employment for them to be joint employers of Plaintiff and the other aggrieved employees.

GENERAL ALLEGATIONS

15. During the relevant time period, Defendants employed Plaintiff and aggrieved employees as non-exempt employees throughout California at Defendants' California business location(s).

16. During the relevant time period, Defendants knew that Plaintiff and Other aggrieved employees were entitled to compensation for all hours worked. However, Defendants failed to pay Plaintiff and Other aggrieved employees at least the minimum wage for all hours worked due to Defendants' policy and practice of paying Plaintiff and Other aggrieved employees per mile rather than per hour worked, and therefore not separately compensating Plaintiff and Other aggrieved employees for time spent performing non-driving tasks, such as inspections, loading, unloading, and waiting. As a result, Defendants failed to pay Plaintiff and Other aggrieved employees for all minimum wages in violation of the Labor Code and applicable IWC Wage Order.

17. During the relevant time period, Defendants knew that Plaintiff and Other aggrieved employees were entitled to indemnification of all necessary expenditures or losses incurred in direct consequence of the discharge of Plaintiff and Other aggrieved employees' duties. However, Defendants required Plaintiff and Other aggrieved employees to use their personal devices to download mobile applications for work purposes, and Defendants failed to adequately indemnify for these necessary expenditures in violation of the Labor Code.

18. During the relevant time period, Defendants knew that Plaintiff and aggrieved employees were entitled to itemized wage statements that accurately showed, *inter alia*, gross

1 wages earned, total hours worked, net wages earned, and all applicable hourly rates in effect during
2 the pay period and the corresponding number of hours worked at each hourly rate. Further,
3 Defendants also failed to state the inclusive dates of the pay period during which wages were
4 earned and the applicable piece rate on Plaintiff's and Other aggrieved employees' wage
5 statements.

6 19. During the relevant time period, Defendants knew that Plaintiff and aggrieved
7 employees were entitled to timely payment of wages due during employment and upon separation
8 of employment. In violation of the Labor Code, Plaintiff and aggrieved employees did not receive
9 payment of all wages within the required time periods.

10 20. During the relevant time period, Defendants knew they had a duty to compensate
11 Plaintiff and aggrieved employees, and Defendants had the financial ability to pay such
12 compensation but willfully, knowingly, and/or intentionally failed to do so in order to increase
13 Defendants' profits.

14 21. Therefore, Plaintiff brings this lawsuit against Defendants on Plaintiff's own behalf
15 and on behalf of all aggrieved employees to recover, among other things, attorneys' fees, civil
16 penalties, costs, and expenses.

17 FIRST CAUSE OF ACTION

18 **ENFORCEMENT OF LABOR CODE §§ 2698, ET SEQ.**

19 (Private Attorneys General Act of 2004)

20 22. Plaintiff hereby re-alleges and incorporates by reference all paragraphs above as
21 though fully set forth herein.

22 23. Labor Code § 2699(a) provides that notwithstanding any other provision of law, any
23 provision of this code that provides for a civil penalty to be assessed and collected by the Labor
24 and Workforce Development Agency or any of its departments, divisions, commissions, boards,
25 agencies, or employees, for a violation of this code, may, as an alternative, be recovered through a
26 civil action brought by an aggrieved employee on behalf of himself or herself and other current or
27 former employees against whom a violation of the same code provision was committed pursuant
28 to the procedures specified in Section 2699.3.

1 24. Labor Code § 2699(m) provides that civil penalties recovered by aggrieved
2 employees shall be distributed as follows: 65% to the Labor and Workforce Development Agency
3 for enforcement of labor laws, including the administration of this part, and for education of
4 employers and employees about their rights and responsibilities under this code, to be continuously
5 appropriated to supplement and not supplant the funding to the agency for those purposes; and
6 35% to the aggrieved employees.

7 25. Plaintiff and all other individuals currently or formerly employed by Defendants in
8 California as drivers paid on a per-mile basis at any time from March 9, 2025 to the present are
9 “aggrieved employees” as defined in Labor Code § 2699(c).

10 26. Defendants’ conduct, as alleged herein, violates numerous Labor Code sections,
11 including the following:

- 12 (a) Failing to pay minimum wages to Plaintiff and other aggrieved employees
13 at the correct rate in violation of Labor Code §§ 558, 1182.12, 1194, 1194.2,
14 1197, 1197.1;
- 15 (b) Failing to reimburse necessary expenditures in violation of Labor Code §
16 2802;
- 17 (c) Failing to provide accurate itemized wage statements in violation of Labor
18 Code § 226;
- 19 (d) Retaliating against Plaintiff and other aggrieved employees for requesting to
20 use or using sick leave in violation of Labor Code § 233;
- 21 (e) Failing to timely pay all wages due during Plaintiff’s and other aggrieved
22 employees’ employment and at the end of their employment in violation of
23 Labor Code §§ 201, 201.3, 202, 203, 204, and 210; and
- 24 (f) Failing to maintain accurate and complete records showing the hours worked
25 each day by Plaintiff and other aggrieved employees in violation of Labor
26 Code §§ 1174 and 1174.5.

27 27. Plaintiff personally suffered each of the Labor Code violations alleged in this
28 lawsuit within the one-year period prior to his PAGA notice.

28. Plaintiff has exhausted the administrative requirements provided in Labor Code § 2699.3 as to Defendants and is therefore able to pursue a claim for penalties on Plaintiff's own behalf and on behalf of all other aggrieved employees under PAGA.

29. Plaintiff is entitled to recover civil penalties pursuant to Labor Code §§ 210, 233, 558, 1174.5, 1197.1, 2699, 2699.3, and 2699.5 for the Labor Code violations alleged herein.

30. Plaintiff is entitled to recover attorneys' fees pursuant to Labor Code §§ 210, 218.5, and 2699(k)(1).

PRAYER FOR RELIEF

On Plaintiff's own behalf and on behalf of all other aggrieved employees, Plaintiff prays for relief and judgment against Defendants, jointly and severally, as follows:

1. For civil penalties pursuant to PAGA;
2. For injunctive relief;
3. For reasonable attorneys' fees and costs of suit and interest, pursuant to Labor Code §§ 210, 218.5, 233, 2802, and 2699(k)(1); and
4. For such other relief as the Court deems just and proper.

Dated: May 14, 2026

ABRAMSON LABOR GROUP

By:

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