

Brent Marlis, Esq. (SBN 284654)
THE WORK JUSTICE FIRM
3530 Wilshire Boulevard, Suite 1460
Los Angeles, CA 90010
Telephone: (323) 775-9000
Facsimile: (323) 775-9000
Email: brent@workjustice.com

Attorneys for Plaintiff DELONZO D. NISBY,
on behalf of himself and others similarly situated

FILED
Superior Court of California
County of Los Angeles
07/07/2026

David W. Slayton, Executive Officer / Clerk of Court
By: M. Strano Deputy

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

DELONZO D. NISBY, on behalf of himself and
others similarly situated,

Plaintiff,

vs.

PRIDE INTERMODAL, INC.; and DOES 1 to
100, inclusive,

Defendants.

Case No.: 26STCV13655

CLASS & PAGA ACTION

**PLAINTIFF DELONZO D. NISBY'S
FIRST AMENDED COMPLAINT FOR
DAMAGES AND RESTITUTION FOR:**

- 1. FAILURE TO PAY WAGES FOR ALL HOURS WORKED AT MINIMUM WAGE IN VIOLATION OF LABOR CODE SECTIONS 1194 AND 1197**
- 2. FAILURE TO INDEMNIFY EMPLOYEES FOR EMPLOYMENT-RELATED LOSSES/EXPENDITURES IN VIOLATION OF LABOR CODE SECTION 2802**
- 3. FAILURE TO PROVIDE COMPLETE AND ACCURATE WAGE STATEMENT IN VIOLATION OF LABOR CODE SECTION 226**
- 4. FAILURE TO TIMELY PAY ALL EARNED WAGES AND FINAL PAYCHECKS DUE AT TIME OF SEPARATION OF EMPLOYMENT IN VIOLATION OF LABOR CODE SECTIONS 201, 202, AND 203**
- 5. UNFAIR PRACTICES, IN VIOLATION OF BUSINESS AND PROFESSIONS CODE SECTIONS 17200, ET SEQ.**

**6. CIVIL PENALTIES PURSUANT
TO THE PRIVATE
ATTORNEYS GENERAL ACT
OF 2004 (“PAGA”), LABOR
CODE 2698, ET SEQ.**

DEMAND FOR JURY TRIAL

COMES NOW Plaintiff DELONZO D. NISBY (“Plaintiff”), who alleges and complains on information and belief except as to those allegations relating to Plaintiff, himself, which are asserted on personal knowledge, against Defendants PRIDE INTERMODAL, INC.; and DOES 1 to 100, inclusive (collectively “Defendants”) as follows:

I. INTRODUCTION

1. This is a class action lawsuit seeking unpaid wages and interest thereon for failure to pay wages for all hours worked at minimum wage; indemnification for all necessary expenditures or losses incurred by employees in direct consequence of discharging their duties; statutory penalties for failure to provide accurate wage statements, statutory waiting time penalties in the form of continuation wages for failure to timely pay employees all wages due upon separation of employment; injunctive relief and other equitable relief; reasonable attorneys’ fees pursuant to Labor Code sections 218.5, 226(e) and 1194; costs; and interest brought on behalf of Plaintiff and others similarly situated.

2. This is also a representative action pursuant to the Private Attorneys General Act of 2004 (“PAGA”) on behalf of the State of California, and on behalf of Plaintiff, himself, and other current current and former employees of Defendants who worked as hourly non-exempt employees in California (“aggrieved employees”) at anytime since April 29, 2025 and continuing in perpetuity (“relevant time period”) seeking civil penalties associated with Defendants’ violation of the Labor Code based on Defendants’ failure to pay wages for all hours worked at minimum wage; indemnification for all necessary expenditures or losses incurred by employees in direct consequence of discharging their duties; failure to pay wages for accrued paid sick time at the regular rate of pay; failure to pay accrued and vested vacation and/or paid-time-off (PTO) wages; statutory penalties for failure to provide accurate wage statements; statutory waiting time penalties in the form of continuation wages for failure to timely pay employees all wages due upon

1 separation of employment.

2 3. Plaintiff is an “aggrieved employee” under PAGA, as Plaintiff was employed by
3 Defendants during the relevant time period and suffered the Labor Code violations set forth
4 herein, even if not the exact same manner as other aggrieved employees. Plaintiff experienced
5 these violations personally, as well as is informed and believes other aggrieved employees did as
6 well. Plaintiff seeks civil penalties, reasonable attorneys’ fees pursuant to Labor Code section
7 2699(g)(1) and costs brought on behalf of Plaintiff, the State of California, and others aggrieved
8 for Defendants’ violations of the aggrieved employees’ rights during the relevant time period.

9 **II. JURISDICTION AND VENUE**

10 4. This Court has jurisdiction over Plaintiff’s and putative class members’ claims for
11 failure to pay wages for all hours worked at minimum wage; indemnification for all necessary
12 expenditures or losses incurred by employees in direct consequence of discharging their duties;
13 statutory penalties for failure to provide accurate wage statements; statutory waiting time penalties
14 in the form of continuation wages for failure to timely pay employees all wages due upon
15 separation of employment; and claims for injunctive relief and restitution under California
16 Business and Professions Code sections 17200, *et seq.*, for the following reasons: Defendants
17 operate throughout California; Defendants employed Plaintiff and putative class members in
18 locations throughout California, including but not limited to Los Angeles County, at 5900 S
19 Eastern Ave # 149, Commerce, CA 90040 more than two-thirds of putative class members are
20 California residents; the principal violations of California law occurred in California; no other
21 class actions have been filed against Defendants in the last four (4) years alleging wage and hour
22 violations; the conduct of Defendants forms a significant basis for Plaintiff’s and putative class
23 members’ claims; and Plaintiff and putative class members seek significant relief from
24 Defendants.

25 5. This Court also has jurisdiction over the claims of Plaintiff and all other current and
26 former aggrieved California-based hourly non-exempt employees because Plaintiff’s lawsuit seeks
27 civil penalties on behalf of himself, all other current and former aggrieved California-based hourly
28 non-exempt employees, and the State of California in excess of thirty-five thousand dollars

1 (\$35,000); Defendants employed Plaintiff and all other current and former aggrieved California-
2 based hourly non-exempt employees; and the injuries to Plaintiff and all other current and former
3 aggrieved California-based hourly non-exempt employees occurred in locations throughout
4 California, including but not limited to Los Angeles County, at 5900 S. Eastern Ave. #149,
5 Commerce, CA 90040.

6 6. Labor Code section 2699, subdivisions (a) and (g), authorizes aggrieved
7 employees, such as Plaintiff, on behalf of Plaintiff and other current and former aggrieved
8 employees within the relevant time period to bring a civil action to recover civil penalties pursuant
9 to the procedures specified in the Labor Code section 2699.3.

10 7. On or around April 29, 2026, Plaintiff provided written notice pursuant to Labor
11 Code section 2699.3 online and by certified mail, with return receipt requested, of Defendants'
12 violations of various, including the herein-described, provisions of the Labor Code, to the LWDA,
13 as well as to Defendants.

14 8. To the extent Defendants previously used the notice and cure provisions of Labor
15 Code section 2699.3 within the last twelve (12) months, under section 2699.3(d), then Defendants,
16 or those who have availed themselves of the cure provisions validly, are not eligible to cure the
17 violations discussed herein under section 2699.3 or otherwise use the early evaluation conference
18 process pursuant to section 2699.3(f).

19 9. To the extent Defendants, or either of them, previously used the notice and cure
20 provision of Labor Code section 2699.3 within the last twelve months, under section 2699.3(d),
21 then Defendants, or those who have availed themselves of the cure provisions validly, are not
22 eligible to cure the violations discussed herein under section 2699.3 or otherwise use the early
23 evaluation conference process pursuant to section 2699.3(f).

24 10. In the event that Defendants, or either of them, is/are determined to have satisfied
25 sections 2699(g), 2699(h), or otherwise 2699(d)(1), Defendants, or any that is determined to have
26 satisfied sections 2699(g), 2699(h), is also, in the alternative, liable for civil penalties pursuant to
27 Labor Code sections 2699(j), 2699(e)(2), and 2699(f)(2).
28

1 11. In the event that Defendants, or either of them is/are deemed to have adequately
2 taken all reasonable steps to be in compliance with all provisions identified in this notice within
3 sixty (60) days of receiving this notice, said defendant(s) is/are still liable for civil penalties
4 pursuant to Labor Code section 2699(h)(1)-(3).

5 12. Pursuant to Labor Code section 2699.3, subdivision (a)(2)(A), the LWDA did not
6 provide notice of its intention to investigate Defendants' alleged violations within sixty-five (65)
7 calendar days of the April 29, 2026 postmarked date of the herein-described notice sent by
8 Plaintiff to the LWDA and Defendants.

9 **III. PARTIES**

10 13. Plaintiff brings this action on behalf of himself and other members of the general
11 public similarly situated. The named Plaintiff and the class of persons on whose behalf this action
12 is filed are all current and former non-exempt employees who currently work or previously
13 worked directly or via a staffing agency for Defendants at any time from four years of the initial
14 filing of the Complaint through the present ("Class Period"). At all times mentioned herein, the
15 currently named Plaintiff is and was a resident of California and was employed by Defendants in
16 the State of California within the four (4) years prior to the filing of this Complaint.

17 14. Defendants employed Plaintiff as an hourly non-exempt employee from in or
18 around October 2025 until on or about January 2026.

19 15. Plaintiff is informed and believes and thereon alleges that Defendants employed
20 him and other hourly non-exempt employees throughout the State of California and therefore their
21 conduct forms a significant basis of the claims asserted in this matter.

22 16. Plaintiff is informed and believes and thereon alleges that Defendant PRIDE
23 INTERMODAL, INC. is authorized to do business within the State of California and is doing
24 business in the State of California and/or that Defendants DOES 1-50 are, and at all times relevant
25 hereto were persons acting on behalf of Defendant PRIDE INTERMODAL, INC. in the
26 establishment of, or ratification of, the aforementioned illegal wage and hour practices or policies.
27 Defendant PRIDE INTERMODAL, INC. operates in Orange County and employed Plaintiff and
28 putative class members in Orange County, including but not limited to, at 5900 S Eastern Ave #

1 149, Commerce, CA 90040.

2 17. Plaintiff is informed and believes and thereon alleges that Defendants DOES 51-
3 100 are individuals unknown to Plaintiff. Each of the individual Defendants is sued individually in
4 his or her capacity as an agent, shareholder, owner, representative, supervisor, independent
5 contractor and/or employee of each Defendants and participated in the establishment of, or
6 ratification of, the aforementioned illegal wage and hour practices or policies.

7 18. Plaintiff is unaware of the true names of Defendants DOES 1-100. Plaintiff sues
8 said Defendants by said fictitious names and will amend this Complaint when the true names and
9 capacities are ascertained or when such facts pertaining to liability are ascertained, or as permitted
10 by law or by the Court. Plaintiff is informed and believes that each of the fictitiously named
11 Defendants is in some manner responsible for the events and allegations set forth in this
12 Complaint.

13 19. Plaintiff is informed and believes and thereon alleges that at all relevant times, each
14 Defendants was an employer, was the principal, agent, partner, joint venturer, officer, director,
15 controlling shareholder, subsidiary, affiliate, parent corporation, successor in interest and/or
16 predecessor in interest of some or all of the other Defendants, and was engaged with some or all of
17 the other defendants in a joint enterprise for profit, and bore such other relationships to some or all
18 of the other defendants so as to be liable for their conduct with respect to the matters alleged in
19 this Complaint. Plaintiff is further informed and believe and thereon allege that Defendants acted
20 pursuant to and within the scope of the relationships alleged above, and that at all relevant times,
21 Defendants knew or should have known about, authorized, ratified, adopted, approved, controlled,
22 aided and abetted the conduct of all other Defendants. As used in this Complaint, "Defendants"
23 means "Defendants and each of them," and refers to the Defendants named in the particular cause
24 of action in which the word appears and includes Defendant PRIDE INTERMODAL, INC. and
25 DOES 1 to 100, inclusive.

26 20. At all times mentioned herein, each Defendants was the co-conspirator, agent,
27 servant, employee, and/or joint venturer of each of the other Defendants and was acting within the
28 course and scope of said conspiracy, agency, employment, and/or joint venture and with the

1 permission and consent of each of the other Defendants.

2 21. Plaintiff makes the allegations in this Complaint without any admission that, as to
3 any particular allegation, Plaintiff bears the burden of pleading, proving, or persuading and
4 Plaintiff reserves all of Plaintiff's rights to plead in the alternative.

5 **IV. DESCRIPTION OF ILLEGAL PAY PRACTICES**

6 22. Pursuant to the applicable Industrial Welfare Commission ("IWC") Wage Order
7 ("Wage Order"), codified at California Code of Regulations, title 8, section 11050, Defendants are
8 employers of Plaintiff within the meaning of Wage Order 9 and applicable Labor Code sections.
9 Therefore, each of these Defendants is jointly and severally liable for the wrongs complained of
10 herein in violation of the Wage Order and the Labor Code.

11 23. **Failure to pay wages for all hours worked at the legal minimum wage:**
12 Defendants employed many of their employees, including Plaintiff, as hourly non-exempt
13 employees. In California, an employer is required to pay hourly employees for all "hours worked,"
14 which includes all time that an employee is under the control of the employer and all time the
15 employee is suffered and permitted to work. This includes the time an employee spends, either
16 directly or indirectly, performing services which inure to the benefit of the employer.

17 24. Labor Code sections 1194 and 1197 require an employer to compensate employees
18 for all "hours worked" at least at the minimum wage rate of pay as established by the IWC and the
19 Wage Orders.

20 25. Plaintiff and similarly situated hourly non-exempt employees worked more minutes
21 per shift than Defendants credited them with having worked. Defendants failed to pay Plaintiff and
22 similarly situated employees all wages at the applicable minimum wage for all hours worked due
23 to Defendants' policies, practices, and/or procedures including, but not limited to:

24 (a) Sometimes failing to pay Plaintiff and similarly situated employees for all
25 hours worked at the minimum wage. Specifically, Defendants failed to pay them for the time they
26 spent waiting to load/unload their trucks.

27 26. Plaintiff and similarly situated employees were not paid for this time resulting in
28 Defendants' failure to pay minimum wage for all the hours Plaintiff and similarly situated

employees worked.

27. Therefore, Defendants suffered, permitted, and required their hourly non-exempt employees to be subject to Defendants' control without paying wages for that time. This resulted in Plaintiff and similarly situated employees working time for which they were not compensated any wages, in violation of Labor Code sections 1194, 1197, and Wage Order 9.

28. **Failure to indemnify employees for losses and expenditures incurred as part of their employment:** Labor Code section 2802(a) states that "[a]n 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..." An employer is prohibited from passing the ordinary business expenses and losses of the employer onto the employee. (Labor Code section 2802).

29. The costs incurred by Plaintiff and similarly situated employees to use or purchase of his own cell phone and/or resources for their mandatory compliance with Defendants' aforementioned policies, practices, and/or procedures were significant as a result of their employment with Defendants.

30. Defendants employed policies and procedures which ensured Plaintiff and similarly situated employees would not receive indemnification for the aforementioned necessary expenditures incurred as a result of their employment with Defendants.

31. Defendants' aforementioned policies, practices, and/or procedures resulted in Plaintiff and similarly situated employees not receiving indemnification for employment-related expenditures, in violation of Labor Code section 2802.

32. **Failure to provide accurate wage statements:** Labor Code section 226(a) provides, *inter alia*, that, upon paying an employee his or her wages, the employer must "furnish each of his or her employees ... an itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the employee, except for any employee whose compensation is solely based on a salary and who is exempt from payment of overtime under subdivision (a) of Section 515 or any applicable order of the Industrial Welfare Commission, (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

1 deductions, provided, that all deductions made on written orders of the employee may be
2 aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the pay period
3 for which the employee is paid, (7) the name of the employee and his or her social security
4 number, (8) the name and address of the legal entity that is the employer, and (9) all applicable
5 hourly rates in effect during the pay period and the corresponding number of hours worked at each
6 hourly rate by the employee.”

7 33. As a derivative of Plaintiff’s claims above, Plaintiff alleges that Defendants failed
8 to provide accurate wage and hour statements to him and other similarly situated employees who
9 were subject to Defendants’ control for uncompensated time and who did not receive all their
10 earned wages (including minimum wages), in violation of Labor Code section 226.

11 34. **Failure to timely pay final wages:** An employer is required to pay all unpaid
12 wages timely after an employee’s employment ends. The wages are due immediately upon
13 termination or within seventy-two (72) hours of resignation. Labor Code sections 201, 202.

14 35. As a result of the aforementioned violations of the Labor Code, Plaintiff alleges
15 that he, and on information and belief, other similarly situated employees, were not paid their final
16 wages in a timely manner as required by Labor Code section 203. Minimum wages for all hours
17 worked, (described above), were not paid at the time of Plaintiff’s and other similarly situated
18 employees’ separation of employment, whether voluntarily or involuntarily, as required by Labor
19 Code sections 201, 202, and 203.

20 **V. CLASS DEFINITIONS AND CLASS ALLEGATIONS**

21 36. Plaintiff brings this action on behalf of himself, on behalf of others similarly
22 situated, and on behalf of the general public, and as members of a Class defined as follows: All
23 current and former non-exempt employees who currently work or previously worked directly or
24 via a staffing agency for Defendants at any time from the initial filing of the Complaint through
25 the present (“Class Period”).

26 A. **Numerosity:** While the exact number of class members is unknown to
27 Plaintiff at this time, the Class are so numerous that the individual joinder of all members is
28 impractical under the circumstances of this case.

1 B. **Common Questions Predominate:** Common questions of law and fact
2 exist as to all members of the Class and predominate over any questions that affect only individual
3 members of the Class. The common questions of law and fact include, but are not limited to:

4 i. Whether Defendants violated Labor Code sections 1194 and 1197
5 by not paying wages at the minimum wage rate for all time that that Class Members were subject
6 to Defendants' control;

7 ii. Whether Defendants violated Labor Code section 2802 by failing to
8 provide Class Members with reimbursement of costs to compensate them for the necessary
9 expenditures incurred in the discharge of their duties;

10 iii. Whether Defendants failed to provide Class Members with accurate
11 itemized statements at the time they received their itemized statements;

12 iv. Whether Defendants failed to provide Class Members with all of
13 their earned wages upon separation of employment within the statutory time period;

14 v. Whether Defendants committed unlawful business acts or practice
15 within the meaning of Business and Professions Code sections 17200, *et seq.*;

16 vi. Whether Class Members are entitled to unpaid wages, penalties, and
17 other relief pursuant to their claims;

18 vii. Whether, as a consequence of Defendants' unlawful conduct, Class
19 Members are entitled to restitution, and/or equitable relief; and

20 viii. Whether Defendants' affirmative defenses, if any, raise any common
21 issues of law or fact as to Plaintiff and as to Class Members as a whole.

22 C. **Typicality:** Plaintiff's claims are typical of the claims of Class Members.
23 Plaintiff and the Class sustained damages arising out of Defendants' failure to pay wages at least
24 at minimum wage for all time the employees were subject to Defendants' control.. Plaintiff and
25 members of the Class sustained damages from Defendants' failure to provide reimbursement of
26 costs to compensate them for the necessary expenditures incurred in the discharge of their duties.
27 Plaintiff and the Class sustained damages arising out of Defendants' failure to furnish them with
28 accurate itemized wage statements in compliance with Labor Code section 226. Plaintiff and the

1 Class sustained damages arising out of Defendants' failure to provide all unpaid yet earned wages
2 due upon separation of employment within the statutory time limit.

3 D. **Adequacy of Representation:** Plaintiff will fairly and adequately protect
4 the interests of Class Members. Plaintiff has no interest that is adverse to the interests of the other
5 class members.

6 E. **Superiority:** A class action is superior to other available means for the fair
7 and efficient adjudication of this controversy. Because individual joinder of all members of the
8 Class is impractical, class action treatment will permit a large number of similarly situated persons
9 to prosecute their common claims in a single forum simultaneously, efficiently, and without the
10 unnecessary duplication of effort and expense that numerous individual actions would engender.
11 The expenses and burdens of individual litigation would make it difficult or impossible for
12 individual members of the class to redress the wrongs done to them, while important public
13 interests will be served by addressing the matter as a class action. The cost to and burden on the
14 court system of adjudication of individualized litigation would be substantial, and substantially
15 more than the costs and burdens of a class action. Individualized litigation would also present the
16 potential for inconsistent or contradictory judgments.

17 F. **Public Policy Consideration:** Employers throughout the state violate wage
18 and hour laws. Current employees often are afraid to assert their rights out of fear of direct or
19 indirect retaliation. Former employees fear bringing actions because they perceive their former
20 employers can blacklist them in their future endeavors with negative references or by other means.
21 Class actions provide the class members who are not named in the Complaint with a type of
22 anonymity that allows for vindication of their rights.

23 **FIRST CAUSE OF ACTION**

24 **FAILURE TO PAY WAGES FOR ALL HOURS OF WORK AT THE LEGAL MINIMUM**
25 **WAGE RATE IN VIOLATION OF LABOR CODE SECTIONS 1194 AND 1197**
26 **(Against All Defendants by Plaintiff and the Class)**

27 37. Plaintiff incorporates by reference and re-alleges each and every allegation
28 contained in this pleading as though fully set forth herein.

38. At all times relevant to this Complaint, Plaintiff and the Class were hourly non-exempt employees of Defendants.

39. Pursuant to Labor Code sections 1194, 1197, and Wage Order 9, Plaintiff and the Class are entitled to receive wages for all hours worked, i.e., all time they were subject to Defendants' control, and those wages must be paid at least at the minimum wage rate in effect during the time the employees earned the wages.

40. Defendants' policies, practices, and/or procedures required Plaintiff and the Class to be engaged, suffered, or permitted to work without being paid wages for all of the time in which they were subject to Defendants' control.

41. Defendants employed policies, practices, and/or procedures including, but not limited to:

(a) Sometimes failing to pay Plaintiff and similarly situated employees for all hours worked at the minimum wage. Specifically, Defendants failed to pay them for the time they spent waiting to load/unload their trucks.

42. Plaintiff and the Class were not paid for this time resulting in Defendants' failure to pay minimum wage for all the hours Plaintiff and the Class worked.

43. As a result of Defendants' unlawful conduct, Plaintiff and the Class have suffered damages in an amount subject to proof, to the extent that they were not paid wages at a minimum wage rate for all hours worked.

44. Pursuant to Labor Code sections 1194 and 1194.2, Plaintiff and the Class are entitled to recover unpaid minimum wage, interest thereon, liquidated damages in the amount of their unpaid minimum wage, and attorneys' fees and costs.

SECOND CAUSE OF ACTION

**FAILURE TO INDEMNIFY EMPLOYEES FOR EMPLOYMENT-RELATED LOSSES
AND EXPENDITURES IN VIOLATION OF LABOR CODE SECTION 2802**

(Against All Defendants by Plaintiff and the Class)

45. Plaintiff incorporates by reference and re-alleges each and every allegation contained in this pleading as though fully set forth herein.

46. Plaintiff and members of the Class have been employed by Defendants in the State of California. Labor Code section 2802(a) states that “[a]n 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...” An employer is prohibited from passing the ordinary business expenses and losses of the employer onto the employee. (Labor Code section 2802).

47. The costs incurred by Plaintiff and Class Members to use or purchase their own cell phone and/or resources for their mandatory compliance with Defendants' aforementioned policies, practices, and/or procedures were significant as a result of their employment with Defendants.

48. Moreover, Defendants employed policies and procedures which ensured that Plaintiff and Class Members would not receive indemnification for all necessary expenditures or losses incurred by them in direct consequence of discharging their duties. Defendants' aforementioned policies, practices, and/or procedures resulted in Plaintiff and Class Members not receiving indemnification for employment-related expenditures in compliance with California law.

49. Because Defendants failed to indemnify employees for the necessary expenditures incurred in the discharge of their duties, they are liable to Plaintiff and Class Members for monies to compensate them for such expenditures or losses pursuant to Labor Code section 2802.

50. As a direct and proximate result of Defendants' violation of Labor Code section 2802, Plaintiff and Class Members have suffered irreparable harm and monetary damages entitling them to both injunctive relief and restitution. Plaintiff, on behalf of themselves and on behalf of the Class, seeks damages and all other relief allowable including indemnification for all employment-related expenses as well as ordinary business expenses incurred by Defendants and passed on to Plaintiff and Class Members, pursuant to Labor Code section 2802.

51. Pursuant to Labor Code Section 2802, Plaintiff and Class Members are entitled to recover full indemnification, reasonable attorneys' fees and costs of suit.

THIRD CAUSE OF ACTION

**FAILURE TO PROVIDE COMPLETE AND ACCURATE WAGE STATEMENTS IN
VIOLATION OF LABOR CODE SECTION 226**

(Against All Defendants by Plaintiff and the Class)

52. Plaintiff incorporates by reference and re-alleges each and every allegation contained in this pleading as though fully set forth herein.

53. At all times relevant to this Complaint, Plaintiff and the Class were hourly, non-exempt employees of Defendants, covered by Labor Code section 226.

54. Pursuant to Labor Code section 226, subdivision (a), Plaintiff and the Class were entitled to receive, semimonthly or at the time of each payment of wages, an itemized wage statement accurately stating the following:

(1) gross wages earned, (2) total hours worked by the employee, except for any employee whose compensation is solely based on a salary and who is exempt from payment of overtime under subdivision (a) of Section 515 or any applicable order of the Industrial Welfare Commission, (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 his or her social security number, except that by January 1, 2008, only the last four digits of his or her social security number or an employee identification number other than a social security number may be shown on the itemized statement, (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.

55. As a derivative of Plaintiff's claims above, Plaintiff alleges that Defendants failed to provide accurate wage and hour statements to him and the Class who were subject to Defendants' control for uncompensated time and who did not receive all their earned wages (including minimum wages), in violation of Labor Code section 226.

56. Defendants provided Plaintiff and the Class with itemized statements which stated inaccurate information including, but not limited to, the number of hours worked, the gross wages earned, and the net wages earned.

57. Defendants' failure to provide Plaintiff and the Class with accurate wage statements was knowing and intentional. Defendants had the ability to provide Plaintiff and the Class with accurate wage statements but intentionally provided wage statements they knew were not accurate. Defendants knowingly and intentionally put in place practices which deprived employees of wages and resulted in Defendants knowingly and intentionally providing inaccurate wage statements. These practices included Defendants' failure to include all hours worked and all

1 wages due.

2 58. As a result of Defendants' unlawful conduct, Plaintiff and the Class have suffered
3 injury. The absence of accurate information on their wage statements has prevented earlier
4 challenges to Defendants' unlawful pay practices, will require discovery and mathematical
5 computations to determine the amount of wages owed, and will cause difficulty and expense in
6 attempting to reconstruct time and pay records. Defendants' conduct led to the submission of
7 inaccurate information about wages and amounts deducted from wages to state and federal
8 government agencies. As a result, Plaintiff and the Class are required to participate in this lawsuit
9 and create more difficulty and expense for Plaintiff and the Class from having to reconstruct time
10 and pay records than if Defendants had complied with their legal obligations.

11 59. Pursuant to Labor Code section 226(e), Plaintiff and the Class are entitled to
12 recover fifty (50) dollars per employee for the initial pay period in which a section 226 violation
13 occurred and one hundred dollars per employee per violation for each subsequent pay period, not
14 to exceed an aggregate penalty of four thousand (4,000) dollars per employee.

15 60. Pursuant to Labor Code section 226(h), Plaintiff and the Class are entitled to bring
16 an action for injunctive relief to ensure Defendants' compliance with Labor Code section 226(a).
17 Injunctive relief is warranted because Defendants continue to provide currently employed Class
18 members with inaccurate wage statements in violation of Labor Code section 226(a) and currently
19 employed Class members have no adequate legal remedy for the continuing injuries that will be
20 suffered as a result of Defendants' ongoing unlawful conduct. Injunctive relief is the only remedy
21 available for ensuring Defendants' compliance with Labor Code section 226(a).

22 61. Pursuant to Labor Code sections 226(e) and 226(h), Plaintiff and the Class are
23 entitled to recover the full amount of penalties due under section 226(e), reasonable attorneys'
24 fees, and costs of suit.

25 **FOURTH CAUSE OF ACTION**

26 **FAILURE TO PAY ALL WAGES TIMELY UPON SEPARATION OF EMPLOYMENT**
27 **IN VIOLATION OF LABOR CODE SECTIONS 201, 202, AND 203**

28 **(Against All Defendants by Plaintiff and the Class)**

1 62. Plaintiff incorporates by reference and re-alleges each and every allegation
2 contained in this pleading as though fully set forth herein.

3 63. At all times relevant to this Complaint, Plaintiff and the Class were employees of
4 Defendants, covered by Labor Code sections 201 and 202.

5 64. An employer is required to pay all unpaid wages timely after an employee's
6 employment ends. The wages are due immediately upon termination or within seventy-two (72)
7 hours of resignation. Labor Code sections 201, 202. If an employee gave seventy-two (72) hours
8 previous notice, they were entitled to payment of all wages earned and unpaid at the time of
9 resignation. *Id.*

10 65. Defendants failed to pay Plaintiff and on information and belief, the Class, with all
11 wages earned and unpaid prior to separation of employment, in accordance with either Labor Code
12 section 201 or 202. Plaintiff is informed and believes and thereon alleges that at all relevant times
13 within the limitations period applicable to this cause of action, Defendants maintained a policy or
14 practice of not paying hourly employees all earned wages timely upon separation of employment.

15 66. Defendants' failure to pay Plaintiff and the Class with all wages earned prior to
16 separation of employment timely in accordance with Labor Code sections 201 and 202 was
17 willful. Defendants had the ability to pay all wages earned by hourly workers prior to separation of
18 employment in accordance with Labor Code sections 201 and 202, but intentionally adopted
19 policies or practices incompatible with the requirements of Labor Code sections 201 and 202.
20 Defendants' practices include failing to pay at least minimum wage for all time worked. When
21 Defendants failed to pay Plaintiff and the Class all earned wages timely upon separation of
22 employment, they knew what they were doing and intended to do what they did.

23 67. Pursuant to either Labor Code section 201 or 202, Plaintiff and the Class are
24 entitled to all wages earned prior to separation of employment that Defendants have yet to pay
25 them.

26 68. Pursuant to Labor Code section 203, Plaintiff and the Class are entitled to
27 continuation of their wages, from the day their earned and unpaid wages were due until paid, up to
28 a maximum of thirty (30) days.

69. As a result of Defendants' conduct, Plaintiff and the Class have suffered damages in an amount, subject to proof, to the extent they were not paid for all wages earned prior to separation of employment.

70. As a result of Defendants' conduct, Plaintiff and the Class have suffered damages in an amount, subject to proof, to the extent they were not paid all continuation wages owed under Labor Code section 203.

71. Plaintiff and the Class are entitled to recover the full amount of their unpaid wages, continuation wages under Labor Code section 203, and interest thereon, and reasonable attorney's fees and costs under Labor Code section 218.5.

FIFTH CAUSE OF ACTION

**UNFAIR BUSINESS PRACTICES, IN VIOLATION OF BUSINESS AND PROFESSIONS
CODE SECTIONS 17200, ET SEQ.**

(Against All Defendants by Plaintiff and the Class)

72. Plaintiff incorporates by reference and re-alleges each and every allegation contained in this pleading as though fully set forth herein.

73. The unlawful conduct of Defendants alleged herein constitutes unfair competition within the meaning of Business and Professions Code section 17200. This unfair conduct includes Defendants' use of policies, practices, and/or procedures which resulted in: failure to pay employees at least at the minimum wage rate for all hours which they worked; failure to provide accurate wage and hour statements; and failure to timely pay all wages due upon separation of employment. Due to their unfair and unlawful business practices in violation of the Labor Code, Defendants have gained a competitive advantage over other comparable companies doing business in the State of California that comply with their obligations to pay minimum wages for all hours worked; provide accurate wage and hour statements; and timely pay all wages due upon separation of employment.

74. As a result of Defendants' unfair competition as alleged herein, Plaintiff and the Class have suffered injury in fact and lost money or property, as described in more detail above.

75. Pursuant to Business and Professions Code section 17203, Plaintiff and the Class

1 are entitled to restitution of all wages and other monies rightfully belonging to them that
2 Defendants failed to pay and wrongfully retained by means of their unlawful and unfair business
3 practices. Plaintiff also seeks an injunction against Defendants on behalf of the Class enjoining
4 Defendants, and any and all persons acting in concert with them, from engaging in each of the
5 unlawful policies, practices, and/or procedures set forth herein, along with reasonable attorney's
6 fees and costs under Code of Civil Procedure section 1021.5 and other applicable statutes.

7 **SIXTH CAUSE OF ACTION**

8 **CIVIL PENALTIES PURSUANT TO THE PRIVATE ATTORNEYS GENERAL ACT OF**
9 **2004, LABOR CODE SECTIONS 2698, ET SEQ.**

10 **(Against all Defendants by Plaintiff on behalf of himself, the State of California, and Other**
11 **Current and Former Aggrieved Employees)**

12 76. Plaintiff incorporates all paragraphs above as though fully set forth herein.

13 77. During Plaintiff's employment and continuing through the present, Plaintiff alleges
14 Defendants violated Labor Code sections 201, 202, 203, 226, 1194, 1197, 2802, and Wage Order
15 9.

16 78. Specifically, Defendants have committed the following violations of California
17 Labor Code:

18 79. **Failure to pay wages for all hours worked at the legal minimum wage:**
19 Defendants employed many of their employees, including Plaintiff, as hourly non-exempt
20 employees. In California, an employer is required to pay hourly employees for all "hours worked,"
21 which includes all time that an employee is under control of the employer and all time the
22 employee is suffered and permitted to work. This includes the time an employee spends, either
23 directly or indirectly, performing services which inure to the benefit of the employer.

24 80. Labor Code sections 1194 and 1197 require an employer to compensate employees
25 for all "hours worked" at least at a minimum wage rate of pay as established by the IWC and the
26 Wage Orders.

27 81. In this case, Plaintiff and other current and former aggrieved California-based
28 hourly non-exempt employees worked more minutes per shift than Defendants credited them with

1 having worked. Specifically, Defendants failed to pay Plaintiff and other current and former
2 aggrieved California-based hourly non-exempt employees all wages at the applicable minimum
3 wage for all hours worked due to Defendants' policies, practices, and/or procedures including, but
4 not limited to:

5 (a) Sometimes failing to pay Plaintiff and aggrieved employees for all hours
6 worked at the minimum wage. Specifically, Defendants failed to pay them for the time they spent
7 waiting to load/unload their trucks.

8
9 82. Therefore, Defendants suffered, permitted, and required Plaintiff and other current
10 and former aggrieved California-based hourly non-exempt employees to be subject to Defendants'
11 control without paying wages for that time. This resulted in Plaintiff and other current and former
12 aggrieved California-based hourly non-exempt employees working time for which they were not
13 compensated any wages, in violation of Labor Code sections 1194 and 1197 and Wage Order 9.

14 83. Employee is further informed and believes, and based thereon alleges, that
15 Employer's conduct above that gave rise to such violations was malicious, fraudulent, or
16 oppressive. Employer would further be liable for civil penalties pursuant to Labor Code section
17 2699(f)(2)(B)(ii).

18 84. **Failure to Indemnify for Losses and Expenditures Incurred as Part of**
19 **Employment:** California law requires that every employer must indemnify its employees for all
20 necessary expenditures or losses incurred by the employee in discharge of his or her duties or at
21 the obedience of the directions of the employer. Moreover, an employer is prohibited from passing
22 the ordinary business expenses and losses of the employer onto the employee. (Lab. Code, §
23 2802.)

24 85. Defendants have violated Labor Code Section 2802 by failing to indemnify
25 Plaintiff and other current and former aggrieved California-based non-exempt hourly employees'
26 necessary expenditures they incurred in the discharge of their duties. Specifically, Defendants
27 employed policies, practices, and/or procedures included, but not limited to:

28 (a) Failing to reimburse Plaintiff for all out-of-pocket expenses incurred during the

1 course of his employment, including but not limited to, reimbursement for the use
2 of his cellular phone for work purposes.

3 86. Moreover, Defendants employed policies and procedures which ensured Plaintiff
4 and aggrieved employees would not receive indemnification for their employment related
5 expenses. This practice resulted in Plaintiff and aggrieved employees not receiving such
6 indemnification in compliance with California law.

7 87. Therefore, Defendants are liable to Plaintiff and aggrieved employees for their
8 employment related expenses, including but not limited to costs related to use of their personal
9 cell phones and costs associated with their uniforms pursuant to Labor Code section 2802.

10 88. Employee is further informed and believes, and based thereon alleges, that
11 Employer's conduct above that gave rise to such violations was malicious, fraudulent, or
12 oppressive. Employer would further be liable for civil penalties pursuant to Labor Code section
13 2699(f)(2)(B)(ii).

14 89. **Failure to provide sick pay wages:** Defendants had a policy and/or procedure
15 where Plaintiff and other current and former aggrieved California-based hourly non-exempt
16 employees accrued paid sick time.

17 90. Labor Code section 246, subdivision (a), states in relevant part "[a]n employee
18 who...works in California for the same employer for 30 or more days within a year from the
19 commencement of employment is entitled to paid sick days." Additionally, an employee accrues
20 paid sick days at the rate of no-less-than one (1) hour per every thirty (30) hours worked,
21 beginning at the commencement of employment. Labor Code section 246(b).

22 91. Here, Plaintiff and other current and former aggrieved California-based hourly non-
23 exempt employees were employed by Defendants for 30 or more days and were entitled to paid
24 sick days. Defendants, however, lacked a policy, practice, and/or procedure whereby Plaintiff and
25 other current and former aggrieved California-based hourly non-exempt employees who were
26 employed by Defendants for 30 days or more could accrue paid sick days at the rate of no-less-
27 than one (1) hour per every thirty (30) hours worked, beginning at the commencement of
28 employment as required by Labor Code section 246(b).

1 92. In this case, Plaintiff alleges that when he and other current and former aggrieved
2 California-based hourly non-exempt employees elected to use paid sick time, Defendants failed to
3 pay them sick time wages at the proper sick time rate of pay due to Defendants' failure to include
4 all remuneration when calculating the sick time rate of pay. Specifically, Defendants maintained a
5 policy, practice, and/or procedure of failing to include all remuneration when calculating Plaintiff
6 and other current and former aggrieved California-based hourly non-exempt employees' regular
7 rate of pay for the purpose of paying sick time. Plaintiff also believes these failures were
8 malicious, fraudulent, or oppressive. Defendants would further be liable for civil penalties
9 pursuant to Labor Code section 2699(f)(2)(B)(ii).

10 93. Defendants' foregoing policy, practice, and/or procedure resulted in Defendants
11 failing to provide Plaintiff and other current and former aggrieved California-based hourly non-
12 exempt employees' paid sick days, in violation of Labor Code section 246.

13 94. Plaintiff also believes these failures were malicious, fraudulent, or oppressive.
14 Employer would further be liable for civil penalties pursuant to Labor Code section
15 2699(f)(2)(B)(ii).

16 95. **Failure to pay accrued and vested vacation and/or PTO wages upon**
17 **separation:** Defendants had a policy and/or procedure where Plaintiff and other current and
18 former aggrieved California-based hourly non-exempt employees accrued paid vacation time
19 and/or personal time off ("PTO").

20 96. Labor Code section 227.3 states in relevant part "...whenever a contract of
21 employment or employer policy provides for paid vacations, and an employee is terminated
22 without having taken off his vested vacation time, all vested vacation shall be paid to him as
23 wages at his final rate in accordance with such contract of employment or employer policy
24 respecting eligibility or time served...." Given this, vacation/PTO wages are deferred wages that
25 vest once accrued and an employer must pay its employees all unused vested vacation/PTO at the
26 time of termination at the employees' final rate of pay.

27 97. In this case, Plaintiff and other current and former aggrieved California-based
28 hourly non-exempt employees regularly worked enough hours to accrue vested vacation/PTO

1 wages. Nevertheless, Defendants employed policies, practices, and/or procedures that resulted in
2 their failure to pay accrued and vested vacation/PTO wages upon separation of employment, in
3 violation of Labor Code section 227.3.

4 98. Plaintiff also believes these failures were malicious, fraudulent, or oppressive.
5 Employer would further be liable for civil penalties pursuant to Labor Code section
6 2699(f)(2)(B)(ii).

7 99. **Failure to provide complete and accurate wage statements:** Labor Code section
8 226, subdivision (a). Labor Code section 226(a) provides, *inter alia*, that, upon paying an
9 employee his or her wages, the employer must “furnish each of his or her employees ... an
10 itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the
11 employee, except for any employee whose compensation is solely based on a salary and who is
12 exempt from payment of overtime under subdivision (a) of Section 515 or any applicable order of
13 the Industrial Welfare Commission, (3) the number of piece-rate units earned and any applicable
14 piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided, that all
15 deductions made on written orders of the employee may be aggregated and shown as one item, (5)
16 net wages earned, (6) the inclusive dates of the pay period for which the employee is paid, (7) the
17 name of the employee and his or her social security number, (8) the name and address of the legal
18 entity that is the employer, and (9) all applicable hourly rates in effect during the pay period and
19 the corresponding number of hours worked at each hourly rate by the employee.”

20 100. As a derivative of Plaintiff’s allegations above, Defendants’ failure to pay Plaintiff
21 and other current and former aggrieved California-based hourly non-exempt employees all wages
22 earned (including minimum wages) rendered Plaintiff’s and other current and former aggrieved
23 California-based hourly non-exempt employees’ wage statements inaccurate, in violation of Labor
24 Code section 226(a)(1, 2, 5 & 9).

25 101. Plaintiff believes these failures were willful and intentional.

26 102. Plaintiff also believes these failures were malicious, fraudulent, or oppressive.
27 Employer would further be liable for civil penalties pursuant to Labor Code section
28 2699(f)(2)(B)(ii).

1 103. **Failure to pay employees all wages due at time of termination/resignation:** An
2 employer is required to pay all unpaid wages timely after an employee's employment ends. The
3 wages are due immediately upon termination (Labor Code section 201) or within seventy-two (72)
4 hours of resignation (Labor Code section 202).

5 104. As a derivative of Plaintiff's allegations above, because Defendants failed to pay
6 Plaintiff and other current and former aggrieved California-based hourly non-exempt employees
7 all their earned wages (including minimum wages), Defendants failed to pay those employees
8 timely after each employee's termination and/or resignation, in violation of Labor Code sections
9 201, 202, and 203.

10 105. Plaintiff believes these failures were willful and intentional.

11 106. Plaintiff also believes these failures were malicious, fraudulent, or oppressive.
12 Employer would further be liable for civil penalties pursuant to Labor Code section
13 2699(f)(2)(B)(ii).

14 107. Labor Code sections 2699, subdivisions (a) and (g) authorize an aggrieved
15 employee, on behalf of himself or herself and other current or former employees, to bring a civil
16 action to recover civil penalties against all Defendants pursuant to the procedures specified in
17 Labor Code section 2699.3.

18 108. Plaintiff has complied with the procedures for bringing suit specified in Labor
19 Code section 2699.3. On April 29, 2026, Plaintiff filed a PAGA Claim Notice with the LWDA
20 and provided notice to Defendants by certified mail which provided notice of the specific
21 provisions of the Labor Code alleged to have been violated, including the facts and theories to
22 support the violations alleged.

23 109. Pursuant to Labor Code section 2699.3, the LWDA must give written notice by
24 certified mail to the parties that it intends to investigate the alleged violations of the Labor Code
25 within 60 days of the date of the complainant's written notice. The LWDA failed to provide the
26 parties notice within 60 days of the date of Plaintiff's PAGA Claim Notice that the LWDA intends
27 to investigate Plaintiff's claims.

28 110. Pursuant to Labor Code sections 2699(a) and (f), Plaintiff is entitled to recover civil

penalties for Defendants' violations of Labor Code sections 201, 202, 203, 226, 1194, 1197, 2802, During Plaintiff's employment and continuing through the present, preceding Plaintiff sending the initial PAGA Claim Notice to the LWDA to the present, in the following amounts:

a. For violations of Labor Code sections 201, 202, 203, 226, 1194, 1197, and 2802; one hundred dollars (\$100) for each aggrieved employee per pay period for the initial violation and two hundred dollars (\$200) for each aggrieved employee per pay period for each subsequent violation [penalty amounts established by Labor Code section 2699(f)(2)].

b. For violations of Labor Code section 226(a), alternatively, two hundred fifty dollars (\$250) for each employee for each pay period for the initial violation, and for each subsequent violation, one thousand dollars (\$1000) for each underpaid employee for each pay period [penalty amounts established by Labor Code section 226.3].

c. For violations of Labor Code section 1194 and 1197, one-hundred dollars (\$100) for each employee for each pay period for the initial violation, and for each subsequent violation, two hundred fifty dollars (\$250) for each underpaid employee for each pay period [penalty amounts established by Labor Code section 558].

d. For violations of Labor Code section 204, one hundred dollars (\$100) for each failure to pay each employee in any initial violation, and for each subsequent violation, or any willful or intentional violation, two hundred dollars (\$200) for each failure to pay each employee, plus 25 percent of the amount unlawfully withheld [penalty amounts established by Labor Code section 210].

e. For violations of Labor Code section 223, one hundred dollars (\$100) for each failure to pay each employee in any initial violation, and for each subsequent violation, or any willful or intentional violation, two hundred dollars (\$200) for each failure to pay each employee, plus 25 percent of the amount unlawfully withheld [penalty amounts established by Labor Code section 225.5].

111. Pursuant to Labor Code section 2699(g), Plaintiff is entitled to an award of reasonable attorneys' fees and costs in connection with his claims for civil penalties.

PRAYER FOR RELIEF

1 **WHEREFORE, PLAINTIFF ON HIS OWN BEHALF AND ON BEHALF OF**
2 **THOSE SIMILARLY SITUATED, PRAYS AS FOLLOWS:**

3 **ON THE FIRST, SECOND, THIRD, FOURTH, FIFTH, AND SIXTH CAUSES OF**
4 **ACTION:**

5 1. That the Court determine that this action may be maintained as a class action
6 pursuant to Code of Civil Procedure section 382 and any other applicable law;

7 2. That the named Plaintiff be designated as a class representative for the Class ;

8 3. For a declaratory judgment that the policies, practices, and/or procedures
9 complained herein are unlawful; and

10 4. For an injunction against Defendants enjoining them, and any and all persons
11 acting in concert with them, from engaging in each of the unlawful policies, practices, and/or
12 procedures set forth herein.

13 ///

14 **ON THE FIRST CAUSE OF ACTION:**

15 1. That Defendants be found to have violated the minimum wage provisions of the
16 Labor Code and the IWC Wage Order 9 as to Plaintiff and the Class;

17 2. For damages, according to proof, including but not limited to unpaid wages;

18 3. For any and all legally applicable penalties;

19 4. For liquidated damages pursuant to Labor Code section 1194.2;

20 5. For pre-judgment interest, including but not limited to that recoverable under Labor
21 Code section 1194, and post-judgment interest;

22 6. For attorneys' fees and costs of suit, including but not limited to that recoverable
23 under Labor Code section 1194;

24 7. For pre-judgment interest, including but not limited to that recoverable under Labor
25 Code section 218.6, and post-judgment interest; and

26 8. For such other further relief, in law and/or equity, as the Court deems just or
27 appropriate.

28 **ON THE SECOND CAUSE OF ACTION:**

1. That the Defendants be found to have violated the indemnification provisions of the Labor Code as to the Plaintiff and the Class;
2. For damages, according to proof, including unpaid use and/or costs of necessary resources;
3. For any and all legally applicable penalties;
4. For pre-judgment interest, including but not limited to that recoverable under Labor Code section 2802, and post-judgment interest;
5. For attorneys' fees and costs of suit, including but not limited to that recoverable under Labor Code section 2802; and
6. For such other further relief, in law and/or equity, as the Court deems just or appropriate.

///

ON THE THIRD CAUSE OF ACTION:

1. That Defendants be found to have violated the provisions of the Labor Code regarding accurate itemized paystubs as to Plaintiff and the Class;
2. For damages and/or penalties, according to proof, including damages and/or statutory penalties under Labor Code section 226, subdivision (e), and any other legally applicable damages or penalties;
3. For pre-judgment interest and post-judgment interest;
4. For an injunction against Defendants enjoining them, and any and all persons acting in concert with them, from engaging in violations of Labor Code section 226, subdivision (a);
5. For attorneys' fees and costs of suit, including but not limited to those recoverable under Labor Code section 226, subdivision (e); and
6. For such other further relief, in law and/or equity, as the Court deems just or appropriate.

ON THE FOURTH CAUSE OF ACTION:

1. That Defendants be found to have violated the provisions of the Labor Code

1 regarding payment of all unpaid wages due upon resignation or termination as to Plaintiff and the
2 Class;

3 2. For damages and/or penalties, according to proof, including damages and/or
4 statutory penalties under Labor Code section 203 and any other legally applicable damages or
5 penalties;

6 3. For pre-judgment interest, including under Labor Code section 218.6, and post-
7 judgment interest;

8 4. For attorneys' fees and costs of suit, including but not limited to that recoverable
9 under Labor Code section 218.5; and

10 5. For such other further relief, in law and/or equity, as the Court deems just or
11 appropriate.

12 ///

13 **ON THE FIFTH CAUSE OF ACTION:**

14 1. That Defendants be found to have violated Business and Professions Code sections
15 17200, *et seq.*, for the conduct alleged herein as to the Class;

16 2. A declaratory judgment that the practices complained herein are unlawful;

17 3. An injunction against Defendants enjoining them, and any and all persons acting in
18 concert with them, from engaging in each of the unlawful practices, policies and patterns set forth
19 herein;

20 4. For restitution to the full extent permitted by law;

21 5. For attorneys' fees and costs of suit, including but not limited to that recoverable
22 under Code of Civil Procedure section 1021.5; and

23 6. For such other further relief, in law and/or equity, as the Court deems just or
24 appropriate.

25 **ON THE SIXTH CAUSE OF ACTION**

26 1. That Defendants be found to have violated the provisions of the Labor Code and
27 the IWC Wages Orders as to the Plaintiff and aggrieved employees;

28 2. For any and all legally applicable penalties during the relevant statute of limitations

1 subject to any permissible tolling, including but not limited to those recoverable under the
2 California Labor Code, including but not limited to sections 210, 225.5, 226.3, 558, 2699(f);

3 3. For attorneys' fees and costs of suit, including but not limited to those recoverable
4 under California Labor Code section 2699(g); and

5 4. For such and other further relief, in law and/or equity, as the Court deems just or
6 appropriate.

7
8 Dated: July 7, 2026

Respectfully submitted,
THE WORK JUSTICE FIRM

9
10 By: /s/ Brent Marlis
11 Brent Marlis, Esq.
12 Attorneys for Plaintiff
13 DELONZO D. NISBY, on behalf of himself
14 and others similarly situated.

15 **DEMAND FOR JURY TRIAL**

16 Plaintiff DELONZO D. NISBY demands a trial by jury for himself and the Class on all
17 claims so triable.

18 Dated: July 7, 2026

Respectfully submitted,
THE WORK JUSTICE FIRM

19
20 By: /s/ Brent Marlis
21 Brent Marlis, Esq.
22 Attorneys for Plaintiff
23 DELONZO D. NISBY, on behalf of himself
24 and others similarly situated.
25
26
27
28

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am an employee 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 3530 Wilshire Boulevard, Suite 1460, Los Angeles, California 90010.

On July 7, 2026, I served the foregoing documents, described as:

1. "PLAINTIFF DELONZO D. NISBY'S FIRST AMENDED COMPLAINT"

on all interested parties in this action by placing a true copy thereof in a sealed envelope, addressed as follows:

<i>Attorneys for Defendant PRIDE INTERMODAL, INC.:</i>	
--	--

Christopher C. McNatt, Jr., Esq. cmcnatt@scopelitis.com Youngki Sohn, Esq. ysohn@scopelitis.com SCOPELITIS, GARVIN, LIGHT, HANSON & FEARY, LLP 2 North Lake Ave, Ste. 560 Pasadena, CA 91101	
---	--

☒ **(BY MAIL)** As follows:

I placed such envelope, with postage thereon prepaid, in the United States mail at Los Angeles, California.

I am "readily familiar" with the firm's practice of collecting and processing correspondence for mailing. Under that practice, it would be deposited with the U.S. Postal Service on that same day, with postage thereon fully prepaid, at Los Angeles, California, in the ordinary course of business. I am aware that, on motion of the party served, service is presumed invalid if the postal cancellation or postage meter date is more than one day after the date of deposit for mailing in this affidavit.

☒ **(BY ELECTRONIC MAIL)** As follows: I caused such documents to be emailed to the attorneys listed above. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

☒ **(STATE)** I declare, under penalty of perjury under the laws of the State of California, that the above is true and correct.

Executed July 7, 2026, at Los Angeles, California.

/s/ Julio César Flores
J. César Flores