Electronically Filed Superior Court of CA County of Contra Costa 10/13/2026 2:33 PM By: L. Smith, Deputy

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VICTOR DE MENEZES MARTINS; RUBENS PEREIRA ARRUDA BRUNO; CLEBER APARECIDO IZIDRO SOUTO; JORGE HELI VEIGA, individually and on behalf of all others similarly situated

IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF CONTRA COSTA

UNLIMITED JURISDICTION

VICTOR DE MENEZES MARTINS; RUBENS PEREIRA ARRUDA BRUNO; CLEBER APARECIDO IZIDRO SOUTO; and JORGE HELI VEIGA, individually and on behalf of all others similarly situated,

Plaintiffs,

v.

RODRIGO GONCALVES LIMA, an individual; RCA DELIVERY SERVICES, a sole proprietorship; RCA GROUP SERVICES INC., a California corporation; and DOES 1 through 50, inclusive,

Defendants.

Case No. C26-01590

FIRST AMENDED CLASS ACTION COMPLAINT FOR:

1. **Failure to Provide Meal Periods (Labor Code §§ 226.7, 512);**
2. **Failure to Provide Rest Periods (Labor Code § 226.7);**
3. **Failure to Pay Overtime Wages (Labor Code §§ 510, 1194);**
4. **Failure to Reimburse Business Expenses (Labor Code § 2802);**
5. **Unlawful Deductions (Labor Code §§ 221, 223, 224);**
6. **Failure to Provide Accurate Itemized Wage Statements (Labor Code § 226);**
7. **Waiting Time Penalties (Labor Code §§ 201–203);**
8. **Unfair Competition (Business & Professions Code §§ 17200 et seq.);**
9. **Civil Penalties Under the Private Attorneys General Act (Labor Code §§ 2698, et seq.).**

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I. INTRODUCTION

1. This action arises from Defendants' systematic misclassification of delivery drivers as independent contractors as part of a deliberate business model designed to reduce labor costs and avoid compliance with California wage-and-hour laws. Plaintiffs Victor Martins, Rubens Pereira Arruda Bruno, Jorge Heli Veiga, and Cleber Aparecido Souto, along with similarly situated drivers, performed the core work of Defendants' delivery operations while being denied the protections afforded to employees under California law.

2. In practice, Defendants operated a tightly controlled delivery system in which drivers were required to report in the early morning hours, load vehicles, follow assigned routes, use Defendants' applications and shared accounts, and complete deliveries under strict deadlines. Drivers did not set their own rates, did not control their schedules, and did not operate independent businesses.

3. Defendants' classification of drivers as independent contractors was a uniform policy applied across the workforce and not the result of any individualized assessment. This policy enabled Defendants to shift the costs and risks of their operations onto drivers while retaining the benefits of a controlled labor force.

4. Through this scheme, Defendants failed to pay overtime wages, denied meal and rest periods, failed to reimburse necessary business expenses, failed to provide compliant wage statements, imposed unlawful deductions, and failed to timely pay wages.

5. This case is not about isolated payroll mistakes or sporadic noncompliance. Defendants' liability arises from uniform, recurring policies that affected drivers on a daily and weekly basis throughout the relevant period, causing substantial damages and statutory penalties in the aggregate.

6. The nature of Defendants' compensation system, scheduling practices, deduction policies, and off-the-clock work requirements caused liability to compound over time. Each workday in which drivers were denied breaks, required to work off the clock, forced to absorb business expenses, or paid through opaque and inaccurate compensation practices increased Defendants' exposure.

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7. Defendants' misclassification of drivers was not incidental, but instead was central to their business model. By classifying drivers as independent contractors, Defendants systematically shifted labor costs, payroll taxes, insurance obligations, and operational expenses onto workers while maintaining control consistent with an employment relationship.

8. Defendants' business depended entirely on drivers like Plaintiffs, who performed services integral to Defendants' delivery operations on a daily basis under Defendants' direction and control. The economic reality of the relationship was one of dependence, not independence.

9. Plaintiffs bring this action to recover unpaid wages, premium wages, statutory penalties, restitution, attorneys' fees, costs, and all other relief available under California law.

II. JURISDICTION AND VENUE

10. This Court has subject matter jurisdiction over this action because the claims asserted herein arise under the California Labor Code and the California Business and Professions Code. The amount in controversy exceeds the jurisdictional minimum for unlimited civil jurisdiction in this Court.

11. This Court has personal jurisdiction over Defendants because they conducted business in California, employed or engaged drivers in California, and committed the wrongful acts alleged herein in California.

12. Venue is proper in the County of Contra Costa because a substantial portion of the work performed by Plaintiffs and Class Members occurred in Contra Costa County, including route loading, dispatching, and deliveries. Defendants transacted substantial business in this county, and the policies and practices challenged herein were implemented in connection with operations centered in this county and the surrounding region.

III. THE PARTIES

13. Plaintiff Victor Martins is an adult individual who, at all relevant times, resided in California and worked for Defendants as a delivery driver. Plaintiff Martins worked for Defendants from approximately November 2, 2023 through June 2, 2025. He is a proper class representative.

14. Plaintiff Rubens Pereira Arruda Bruno is an adult individual who, at all relevant times, resided in California and worked for Defendants as a delivery driver. Plaintiff Bruno worked

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for Defendants beginning approximately October 18, 2024 and continued until approximately November 29, 2024, when he stopped working after Defendants attempted to short his pay and one of Defendants' checks bounced. He is a proper class representative.

15. Plaintiff Jorge Heli Veiga is an adult individual who, at all relevant times, resided in California and worked for Defendants as a delivery driver and truck-unloading helper. Plaintiff Veiga worked for Defendants from approximately April 15, 2024 through December 2, 2024. He is a proper class representative.

16. Plaintiff Cleber Aparecido Souto is an adult individual who, at all relevant times, resided in California and worked for Defendants as a delivery driver. Plaintiff Souto worked for Defendants from approximately March 1, 2023 through May 25, 2025, when he resigned under protest after repeated bounced checks, unlawful deductions, and unreimbursed losses. He is a proper class representative.

IV. DEFENDANTS

17. Plaintiffs are informed and believe, and thereon allege, that Defendant RODRIGO GONCALVES LIMA is an individual doing business in California and engaged in the package delivery and logistics operations through a workforce of drivers.

18. Plaintiffs are informed and believe, and thereon allege, that Defendant RCA DELIVERY SERVICES, a sole proprietorship, was, at all relevant times, a business entity doing business in California and engaged in package delivery and logistics operations through a workforce of drivers.

19. Plaintiffs are informed and believe, and thereon allege, that Defendant RCA GROUP SERVICES INC., a California corporation, was, at all relevant times, a business entity doing business in California and engaged in package delivery and logistics operations through a workforce of drivers. Plaintiffs are informed and believe that RCA DELIVERY SERVICES and RCA GROUP SERVICES INC. were alter egos, joint employers, and/or otherwise jointly responsible for the wage-and-hour practices alleged herein.

20. Plaintiffs are informed and believe, and thereon allege, that at all relevant times Defendants employed, directed, controlled, and/or jointly employed Plaintiffs and Class Members,

and were subject to and bound by the provisions of the California Labor Code, applicable Industrial Welfare Commission Wage Orders, and other applicable California wage-and-hour laws.

21. The true names and capacities of Defendants sued herein as Does 1 through 50, inclusive, are presently unknown to Plaintiffs, who therefore sue these Defendants by such fictitious names. Plaintiffs are informed and believe that each Doe Defendant was legally responsible in some manner for the occurrences and violations alleged herein. Plaintiffs will amend this Complaint to allege the true names and capacities of said Doe Defendants when ascertained.

22. Plaintiffs are informed and believe, and thereon allege, that at all relevant times each Defendant was the agent, employee, representative, alter ego, joint venturer, partner, and/or principal of each of the other Defendants and, in doing the acts alleged herein, acted within the course and scope of that relationship with the knowledge, consent, authorization, and ratification of the remaining Defendants.

V. GENERAL FACTUAL ALLEGATIONS

A. Defendants' Uniform Delivery Model and Control

23. Defendants' business depended on a workforce of drivers to perform the core functions of loading packages, transporting goods, and completing last-mile deliveries to customers. Drivers were integral to Defendants' core business operations.

24. At all relevant times, Defendants classified Plaintiffs and Class Members as independent contractors. Despite this classification, Defendants exercised substantial control over every aspect of drivers' work.

25. Drivers were required to report early in the morning, typically between approximately 4:00 a.m. and 5:00 a.m., to load vehicles or unload trucks before beginning their delivery routes.

26. Defendants assigned routes on a daily basis and required drivers to complete all deliveries by fixed deadlines, typically by approximately 5:00 p.m., regardless of route conditions, traffic, workload, or the number of stops on a given day.

27. Drivers were not free to decline assignments. They were expected to complete all deliveries assigned to them, and if they finished early, Defendants required them to assist other

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drivers in completing routes that were not yet done.

28. Drivers were required to use company-controlled applications, including OnFleet and other shared application accounts, to perform deliveries and track their work. The login credentials and accounts were controlled by Defendants and, in some instances, shared among multiple drivers.

29. Defendants monitored drivers through these systems and through direct phone calls from managers when a driver stopped mid-route, departed from the projected route, or did not appear to be moving quickly enough to satisfy Defendants' deadlines.

30. Defendants required drivers to turn off the application at or near 5:00 p.m. if their routes were not complete and to continue working off the clock until all deliveries were finished. This work was not recorded, tracked, or compensated, and was intentionally excluded from Defendants' pay calculations. Drivers were therefore required either to rush to finish before 5:00 p.m. or to continue performing uncompensated work after turning off the system.

31. Drivers did not operate independent businesses. They did not market services to the public, negotiate contracts with customers, control pricing, or meaningfully determine the manner and means of their work. They depended on Defendants for route assignments and pay.

B. Defendants' Compensation Practices

32. Defendants compensated drivers through a piece-rate system and flat payments that were unilaterally set and modified by Defendants. Drivers were generally paid between approximately $3.50 and $4.50 per stop, depending on route assignments, and these rates changed at Defendants' discretion. Drivers had no ability to negotiate rates, set pricing, or independently determine their compensation.

33. Plaintiff Martins was initially paid approximately $350 per day to deliver boxes to other drivers in Sacramento and then perform his own route. Later, after discussions with the owner, he was paid approximately $250 per delivery to drivers plus $5.00 per stop, which Defendants later reduced to $4.50 per stop.

34. Plaintiff Veiga was paid approximately $60 to unload trucks, a task that typically took between three and four hours to complete, and then received per-stop pay for his delivery

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route. He was initially paid approximately $4.50 per stop, but after complaining about pay discrepancies and asking for a closer route after recently becoming a father, Defendants reduced his compensation to approximately $3.50 to $4.00 per stop.

35. Plaintiff Bruno was paid approximately $3.00 to $4.00 per stop depending on the route and was not clearly told how rates were calculated or how many stops were used to determine his pay. He was simply paid what the office told him he was owed.

36. Plaintiff Souto was paid approximately $4.50 per stop and roughly $150 to $170 per day. He was also subjected to repeated deductions and inconsistent payments.

37. Defendants paid drivers by checks and cash and often delayed payment until a later week. These practices prevented drivers from verifying whether they were paid correctly and concealed underpayment, missed premiums, and unlawful deductions.

38. Defendants frequently altered compensation without negotiation. Drivers who raised concerns about pay were met with arguments, hostility, reduced rates, or fewer workdays. Plaintiffs are informed and believe that these practices were intended to suppress complaints and retain unilateral control over compensation.

C. Truck Unloading, Ancillary Work, and Off-the-Clock Labor

39. Drivers were required to perform additional work beyond deliveries, including unloading trucks in the early morning hours before beginning their routes. This work was integral to Defendants' delivery operations and not optional. This requirement applied broadly to drivers assigned to early loading shifts and was not unique to any individual.

40. Plaintiff Veiga worked unloading trucks and then ran routes as a driver. He needed to arrive at approximately 4:00 a.m. or 5:00 a.m. to start unloading, which took approximately four hours, and then he proceeded directly into his route. Defendants paid him approximately $60 for this unloading work, which equated to approximately $15 per hour depending on the total time worked, exclusive of the additional time required to perform a full delivery route the same day.

41. Plaintiff Martins also performed distribution work by delivering boxes to other drivers in Sacramento on Tuesdays, Wednesdays, and Thursdays before proceeding to do his own route. This additional labor was required by Defendants and compensated through a structure

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Defendants controlled and later reduced.

42. Drivers who could not finish their routes by Defendants' deadline were required to keep working after turning off the app, which concealed the full extent of hours worked and ensured that such time was not recorded in Defendants' systems or included in compensation calculations.

43. Drivers who completed their own routes were sometimes required to contact and assist other drivers who were behind schedule, further extending the workday without any meaningful control by the drivers over whether or when they would stop working.

D. Expense Shifting and Lack of Reimbursement

44. Plaintiffs were required to use their own vehicles to perform Defendants' deliveries and were responsible for fuel, maintenance, insurance, repairs, depreciation, and all other costs associated with operating their vehicles.

45. Drivers routinely drove substantial distances. Plaintiff Souto recalled routes involving approximately 400 miles in a day. Drivers described routes beginning in Hayward and running through Union City, San Jose, and at times extending to Sacramento or Monterey.

46. Plaintiffs were also required to use their personal cell phones to access Defendants' delivery systems and perform their job duties. Defendants did not reimburse these phone expenses.

47. Defendants provided only minimal and inconsistent gas reimbursements, typically $20 per day and, later, in some instances, as little as $15 per day. These amounts did not cover actual costs incurred, were not tied to the true distance or expense of the routes assigned, and systematically under-reimbursed drivers for the true costs of performing Defendants' work. These reimbursements were not reasonably calculated to approximate actual expenses and instead functioned to shift Defendants' operating costs onto drivers.

48. Defendants did not provide meaningful support when vehicle problems occurred. Plaintiff Martins described a situation in which his van had a problem and Defendants provided no assistance, then attempted to blame and penalize him for customer complaints arising from a substitute driver's mishandling of the deliveries. Plaintiff Souto similarly recalled receiving no help from Defendants when he suffered a flat tire during work.

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49. These unreimbursed expenses were not incidental. They were a significant and predictable cost of performing Defendants' business operations, which Defendants shifted onto drivers while still controlling the work as if the drivers were employees. These costs were a foreseeable and necessary consequence of Defendants' business model.

E. Unlawful Deductions, Penalties, and Bounced Checks

50. Defendants imposed monetary deductions and penalties on drivers for alleged delivery errors, including circumstances outside the drivers' control. These deductions were imposed unilaterally and without lawful authorization and were imposed pursuant to Defendants' uniform policies and practices.

51. Drivers were threatened with or charged approximately $90 for mistakes, including situations in which bags opened because Defendants had packed them too heavily, packages were allegedly misdelivered, or items were damaged. Plaintiff Martins described being blamed for a substitute driver's late deliveries and customer complaints even though the underlying vehicle problem and subsequent chain of events were not his fault. Plaintiff Souto described deductions for delivery mistakes and torn bags caused by excessive weight, which likewise were not his fault.

52. Plaintiff Bruno was told drivers would have to pay for undelivered boxes if they did not complete the route by 5:00 p.m., with varying charges depending on the size of the boxes.

53. Plaintiff Martins was threatened with a $1,000 penalty over an approximately $80 temperature-measuring device that the owner claimed was not on his van. When Plaintiff Martins refused to absorb that penalty, the owner's brother took over his route, and Plaintiff Martins believes his termination was planned.

54. Plaintiff Souto was penalized with two bounced checks, was charged bank fees of approximately $25 each, and was not reimbursed for those losses. Plaintiff Bruno also received a bounced check and was not reimbursed for the bank penalty fee. Plaintiff Martins experienced approximately ten bounced checks over the course of his employment.

55. These practices shifted ordinary business losses onto workers and further demonstrate Defendants' control over drivers' compensation and Defendants' disregard for California wage laws.

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F. Meal and Rest Period Violations

56. Defendants maintained and enforced a policy requiring drivers to complete assigned routes continuously and by fixed deadlines, with the practical result that drivers could not take compliant off-duty meal or rest breaks. These policies effectively discouraged and prevented drivers from taking legally compliant breaks.

57. Drivers were not relieved of duty for meal periods. They were expected to remain on route, continue moving, and complete deliveries under time pressure. If a driver stopped mid-route or was not following the projected route, the manager would call to see what was going on.

58. Plaintiff Veiga stated that he was never granted lunch breaks because managers would call if he stopped. He would bring food from home and eat while driving, and he never received rest breaks. He also stated that he and many other drivers carried plastic bottles in their vehicles in order to urinate while driving because of the pressure to finish all deliveries before 5:00 p.m. These conditions were not isolated but were common across drivers and reflected the operational pressures imposed by Defendants' delivery deadlines.

59. Plaintiff Bruno stated that he was not granted time to eat and, at times, did not eat anything throughout the day in order to finish all deliveries by 5:00 p.m. He also stated that he did not receive rest breaks.

60. Plaintiff Souto stated that he would eat while driving because he needed to finish routes by 5:00 p.m. and would not stop to rest. Plaintiff Martins similarly described being required to turn off the application near 5:00 p.m. and continue completing deliveries, reinforcing the continuous, deadline-driven nature of the workday.

61. Plaintiffs are informed and believe that these break violations were not isolated, but rather the predictable result of Defendants' uniform compensation system, delivery deadlines, route assignments, and manager oversight, and were experienced consistently across drivers performing the same work under the same conditions.

62. Defendants did not pay premium wages when legally required meal or rest periods were not provided.

G. Wage Statement and Payroll Opacity

63. Defendants failed to provide accurate, itemized wage statements showing hours worked, applicable rates of pay, gross wages earned, deductions, net wages earned, and other information required by Labor Code section 226.

64. Instead, Plaintiffs were often paid via checks or cash without adequate supporting documentation and without a clear accounting of stops, rates, hours, deductions, or premium wages owed.

65. Because drivers frequently shared application credentials and because Defendants required off-app work after 5:00 p.m., drivers could not reliably use the application to reconstruct all work performed or confirm the accuracy of the pay Defendants provided.

66. Plaintiffs therefore could not promptly and easily determine from Defendants' pay documentation whether they had been paid all wages due, whether unlawful deductions had been taken, or whether break premiums and overtime were owed without engaging in extensive reconstruction, estimation, or guesswork.

67. These failures were not the result of clerical error but were the predictable consequence of Defendants' compensation system, off-the-clock work requirements, and use of shared application data.

H. Plaintiffs' Individual Employment Experiences

68. Plaintiff Martins worked for Defendants for almost two years. He bought a van from the owner and used it to perform Defendants' work. He performed both route deliveries and distribution work to other drivers in Sacramento. His compensation changed from a flat daily amount to a fixed amount plus per-stop compensation, then was reduced by Defendants. He experienced approximately ten bounced checks, was not reimbursed for the associated fees, was owed approximately $5,000 when his employment ended, and was terminated after refusing to pay a $1,000 penalty Defendants sought to impose over an equipment issue involving a temperature-measuring device.

69. Plaintiff Bruno worked approximately four days per week, beginning around 5:00 a.m., filling his car with boxes and then rushing to complete deliveries before 5:00 p.m. If he did

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not finish by 5:00 p.m., he was required to turn off the app and continue delivering. If he finished his route early, he was expected to connect with and help other drivers who were behind. He received a bounced paycheck, was not reimbursed for the resulting bank fee, and stopped working after Defendants attempted to short his pay.

70. Plaintiff Veiga worked for approximately eight months unloading trucks and then doing delivery routes. He was paid approximately $60 to unload trucks, which took three to four hours, then was paid per stop for his route. After he complained about being underpaid and asked for a route closer to his home, Defendants cut his per-stop rate and, after he complained about unloading pay, cut him down to two working days per week as punishment until he resumed unloading. He described severe pressure to finish by 5:00 p.m., being called by the manager if he stopped, eating while driving, and carrying a plastic bottle in the car because of the pressure not to stop for bathroom breaks. He also described verbal harassment by manager Victor Emanuel and a leg injury suffered while working.

71. Plaintiff Souto worked for Defendants for approximately two years. He was paid approximately $4.50 per stop, worked roughly from 6:30 a.m. until 5:00 p.m., and was required to turn off the application before 5:00 p.m. and continue working if his route was not complete. He received only about $20 per day for expenses despite routes of up to approximately 400 miles, used his personal phone for OnFleet, suffered two bounced checks, paid the resulting bank penalties, was subjected to approximately $90 deductions for alleged mistakes, and ultimately resigned under protest after repeated financial losses and unlawful treatment.

I. ABC Test Violations and Class-Wide Impact

72. Under California law, workers are presumed to be employees unless the hiring entity demonstrates all elements of the ABC test.

73. Defendants cannot satisfy any prong of the ABC test. Plaintiffs were subject to Defendants' control and direction, performed work within the usual course of Defendants' delivery business, and were not customarily engaged in independently established trades or businesses of the same nature as the work performed.

74. As a direct result of Defendants' unlawful conduct, Plaintiffs and Class Members

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suffered economic harm including unpaid overtime wages, unpaid meal and rest period premiums, unreimbursed business expenses, waiting time penalties, wage statement penalties, bounced-check losses, and unlawful deductions from compensation.

75. The uniform nature of Defendants' policies demonstrates that the violations alleged herein arose from centralized decision-making and company-wide practices rather than individualized circumstances. Defendants' misclassification scheme enabled them to evade their obligations under California law and deprive an entire workforce of wages, premium pay, expense reimbursement, and statutory protections. These policies operated together as an integrated system that systematically deprived drivers of wages, reimbursements, and statutory protections on a class-wide basis.

VI. CLASS ACTION ALLEGATIONS

76. Plaintiffs bring this action pursuant to California Code of Civil Procedure section 382 on behalf of themselves and all others similarly situated.

77. The proposed Class consists of all persons who worked for Defendants in California as delivery drivers, helpers, route drivers, truck unloaders, or in similar non-exempt positions, and who were classified as independent contractors during the Class Period.

78. The Class is so numerous that joinder of all members is impracticable. Upon information and belief, the Class includes at least dozens of drivers and likely more as the full scope of Defendants' operations is determined through discovery. The exact number of Class Members is ascertainable from Defendants' records, route assignments, payroll data, applications, and dispatch systems.

79. Common questions of law and fact predominate, including whether Defendants misclassified drivers as independent contractors; whether Defendants exercised sufficient control to render drivers employees; whether Defendants failed to provide legally compliant meal and rest periods; whether Defendants failed to pay overtime wages; whether Defendants failed to reimburse necessary business expenses; whether Defendants failed to provide accurate wage statements; whether Defendants failed to timely pay wages upon separation; whether Defendants imposed unlawful deductions; and whether Defendants engaged in unfair business practices.

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80. These issues arise from Defendants' uniform policies and may be resolved through common proof, including Defendants' centralized dispatch system, standardized route assignments, shared application accounts, uniform compensation structures, common delivery deadlines, common deduction practices, and company-wide break practices.

81. Proof of Defendants' liability will rely primarily on common evidence, including Defendants' policies, route assignment systems, payroll practices, shared application data, and testimony regarding standardized delivery expectations and deadlines.

82. Plaintiffs' claims are typical of the claims of the Class. Each Plaintiff was classified as an independent contractor, performed delivery work under Defendants' direction and control, used a personal vehicle and phone without adequate reimbursement, and was subjected to one or more of the same unlawful practices alleged herein.

83. Plaintiffs will fairly and adequately protect the interests of the Class. Plaintiffs have no interests antagonistic to those of the Class and have retained counsel experienced in class and wage-and-hour litigation.

84. A class action is superior to other methods for the fair and efficient adjudication of this controversy. Individual actions would be impracticable given the modest per-worker damages relative to the cost of litigation, the common proof applicable to the Class, and the uniform policies challenged herein.

85. Class treatment is appropriate because liability and many elements of damages can be determined on a class-wide basis using Defendants' own policies, records, and systems.

FIRST CAUSE OF ACTION

Failure to Provide Meal Periods (Labor Code §§ 226.7, 512) (Against All Defendants)

86. Plaintiffs reallege and incorporate by reference all preceding paragraphs as though fully set forth herein.

87. California Labor Code section 512 and applicable Wage Orders require that employees working more than five hours in a day be provided with an uninterrupted, off-duty thirty-minute meal period. When an employer fails to provide a compliant meal period, the employer must pay one additional hour of compensation at the employee's regular rate of

compensation for each workday the meal period is not provided.

88. Defendants maintained and enforced uniform scheduling, routing, and deadline policies that resulted in missed, late, short, interrupted, or otherwise noncompliant meal periods for shifts exceeding five hours.

89. Drivers were required to remain on route and continue working during periods in which they should have been relieved of all duty for compliant meal periods. Plaintiffs and Class Members frequently ate while driving or skipped meals altogether because Defendants required them to complete deliveries continuously and by approximately 5:00 p.m.

90. These violations were the result of Defendants' uniform policies and were not the product of individualized circumstances.

91. As a direct and proximate result of these violations, Plaintiffs and Class Members are entitled to recover one hour of premium pay at their regular rate of compensation for each workday in which a legally compliant meal period was not provided, together with interest, attorneys' fees, and costs to the extent permitted by law.

SECOND CAUSE OF ACTION

Failure to Provide Rest Periods (Labor Code § 226.7) (Against All Defendants)

92. Plaintiffs reallege and incorporate by reference all preceding paragraphs as though fully set forth herein.

93. California Labor Code section 226.7 and applicable Wage Orders require that employees be authorized and permitted to take paid net ten-minute rest periods for every four hours worked or major fraction thereof. When an employer fails to provide a compliant rest period, the employer must pay one additional hour of compensation at the employee's regular rate of compensation for each workday the rest period is not provided.

94. Defendants maintained and enforced a uniform policy requiring drivers to complete assigned routes continuously and under time pressure, and monitored and penalized drivers in a manner that denied them meaningful opportunities to stop working and take rest periods.

95. Plaintiffs and Class Members were systematically denied rest periods for virtually every qualifying shift. They frequently worked continuously, ate while driving, carried bottles to

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avoid stopping for bathroom breaks, and were called by managers if they stopped or deviated from projected routes.

96. These violations were the result of Defendants' uniform policies and were not the product of individualized circumstances.

97. As a direct and proximate result of these violations, Plaintiffs and Class Members are entitled to recover one hour of premium pay at their regular rate of compensation for each workday in which a legally compliant rest period was not provided, together with interest, attorneys' fees, and costs to the extent permitted by law.

THIRD CAUSE OF ACTION

Failure to Pay Overtime Wages (Labor Code §§ 510, 1194) (Against All Defendants)

98. Plaintiffs reallege and incorporate by reference all preceding paragraphs as though fully set forth herein.

99. California Labor Code section 510 requires employers to pay overtime compensation at one and one-half times an employee's regular rate of pay for all hours worked in excess of eight hours in one workday and in excess of forty hours in one workweek. Labor Code section 1194 provides employees with a private right of action to recover unpaid overtime compensation.

100. Plaintiffs and Class Members regularly worked in excess of eight hours per day and, on information and belief, in excess of forty hours per week as a result of early reporting requirements, truck unloading duties, full-day delivery routes, assistance to other drivers after completing their own routes, and off-the-clock work performed after turning off Defendants' applications.

101. Defendants failed to pay overtime compensation for all overtime hours worked. Instead, Defendants used opaque per-stop and flat-rate compensation systems, including off-app work requirements, to conceal and avoid paying overtime premiums. Defendants also failed to properly calculate the regular rate of pay to include all forms of remuneration.

102. Defendants' piece-rate and flat-rate compensation system failed to separately compensate nonproductive time, including time spent loading, unloading, waiting for route

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assignments or loading completion, traveling between delivery clusters, and performing off-the-clock work after disabling Defendants' applications.

103. These violations were the result of Defendants' uniform policies and were not the product of individualized circumstances.

104. As a direct and proximate result of Defendants' failure to pay overtime wages, Plaintiffs and Class Members are entitled to recover unpaid overtime compensation, interest, attorneys' fees, and costs pursuant to Labor Code section 1194 and other applicable law.

FOURTH CAUSE OF ACTION

Failure to Reimburse Business Expenses (Labor Code § 2802) (Against All Defendants)

105. Plaintiffs reallege and incorporate by reference all preceding paragraphs as though fully set forth herein.

106. California Labor Code section 2802 requires employers to indemnify employees for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of the employee's duties.

107. Defendants required Plaintiffs and Class Members to incur necessary business expenses in order to perform their work, including but not limited to the costs of personal vehicles, fuel, maintenance, repairs, insurance, depreciation, and personal cell phone use for company applications and communications.

108. Defendants' minimal and inconsistent gas reimbursements, typically about $15 to $20 per day, did not reimburse the actual expenses incurred by Plaintiffs and Class Members, especially for routes involving extensive mileage.

109. Defendants also failed to reimburse losses associated with vehicle problems arising during work, bounced-check bank fees, and other necessary costs imposed by Defendants' business model, including but not limited to costs associated with extended mileage routes, vehicle wear and tear, and mobile data usage required by Defendants' applications.

110. These violations were the result of Defendants' uniform policies and were not the product of individualized circumstances.

111. As a direct and proximate result of these violations, Plaintiffs and Class Members

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are entitled to reimbursement of all necessary business expenses and losses, together with interest, attorneys' fees, and costs as permitted by law.

FIFTH CAUSE OF ACTION

Unlawful Deductions (Labor Code §§ 221, 223, 224) (Against All Defendants)

112. Plaintiffs reallege and incorporate by reference all preceding paragraphs as though fully set forth herein.

113. California Labor Code sections 221, 223, and 224 prohibit employers from collecting or receiving wages previously paid to employees and from making unlawful deductions from wages.

114. Defendants maintained policies and practices of imposing monetary deductions and penalties on drivers for alleged errors, damaged goods, undelivered packages, and other circumstances, many of which were outside drivers' control.

115. These deductions were not authorized by law and were not the result of lawful written agreements.

116. As a direct and proximate result, Plaintiffs and Class Members are entitled to recover all unlawfully deducted wages, together with interest, attorneys' fees, and costs.

SIXTH CAUSE OF ACTION

Failure to Provide Accurate Itemized Wage Statements (Labor Code § 226) (Against All Defendants)

117. Plaintiffs reallege and incorporate by reference all preceding paragraphs as though fully set forth herein.

118. California Labor Code section 226(a) requires employers to furnish employees with accurate, itemized wage statements showing, among other things, gross wages earned, total hours worked, all deductions, net wages earned, inclusive dates of the pay period, the name and address of the legal entity that is the employer, and all applicable hourly rates in effect and the corresponding number of hours worked at each rate.

119. Defendants failed to provide Plaintiffs and Class Members with accurate itemized wage statements. Drivers were often paid through cash or checks without proper statements and

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without documentation showing hours worked, rates of pay, deductions, total wages, premium pay, or overtime compensation.

120. Because Defendants also required off-app work and utilized shared application credentials, Defendants' records did not enable Plaintiffs and Class Members to determine from the wage statements alone all hours worked and wages earned.

121. The absence of accurate wage statements, combined with Defendants' use of shared application accounts and off-the-clock work requirements, made it impossible for Plaintiffs and Class Members to reconstruct their hours worked or verify whether they were paid all wages due without engaging in extensive reconstruction, calculation, and investigation.

122. These violations were knowing and intentional and arose from Defendants' uniform policies rather than individualized circumstances.

123. Accordingly, Plaintiffs and Class Members are entitled to recover actual damages or statutory penalties pursuant to Labor Code section 226(e), together with interest, costs, and reasonable attorneys' fees.

SEVENTH CAUSE OF ACTION

Waiting Time Penalties (Labor Code §§ 201–203) (Against All Defendants)

124. Plaintiffs reallege and incorporate by reference all preceding paragraphs as though fully set forth herein.

125. California Labor Code sections 201 and 202 require that employees be timely paid all wages due at the time of discharge or resignation. Labor Code section 203 provides that if an employer willfully fails to timely pay all wages due, the employee's wages continue as a penalty at the same rate until paid or until an action is commenced, for a period not exceeding thirty days.

126. Defendants failed to timely pay all wages due to Plaintiffs and, on information and belief, to other former employees upon separation. Plaintiff Martins was owed approximately $5,000 at the time his employment ended and was paid only two to three weeks later. Plaintiff Souto resigned under protest after repeated bounced checks and related losses. Plaintiff Bruno ceased working after Defendants shorted his pay and one of Defendants' checks bounced.

127. At the time of separation, Defendants also failed to timely pay all wages then due,

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including unpaid compensation, overtime wages, premium wages, and any other earned amounts.

128. Defendants' failure to timely pay all wages due was willful within the meaning of Labor Code section 203. Defendants knew or should have known that wages were owed and nevertheless failed to pay them when due. Defendants' issuance of multiple non-sufficient-funds paychecks, failure to correct payment deficiencies after notice, and continued use of the same payroll practices despite repeated complaints demonstrate that Defendants knew wages were owed and consciously failed to pay them. Defendants' conduct was not accidental but reflected a conscious decision to delay or avoid paying wages owed.

129. These violations were the result of Defendants' uniform policies and were not the product of individualized circumstances.

130. As a direct and proximate result, Plaintiffs and other affected Class Members are entitled to waiting time penalties under Labor Code section 203, together with the underlying unpaid wages, interest, attorneys' fees where authorized, and costs.

EIGHTH CAUSE OF ACTION

Unfair Competition (Bus. & Prof. Code §§ 17200 et seq.) (Against All Defendants)

131. Plaintiffs reallege and incorporate by reference all preceding paragraphs as though fully set forth herein.

132. California Business and Professions Code section 17200 et seq. prohibits unlawful, unfair, and fraudulent business acts and practices.

133. Defendants' conduct constitutes unlawful business practices because, as alleged herein, Defendants violated numerous provisions of the California Labor Code and applicable Wage Orders, including but not limited to Labor Code sections 221, 223, 224, 226, 226.7, 2802, 201 through 203, 510, 512, and 1194, each of which independently and collectively supports liability under the Unfair Competition Law.

134. Defendants' conduct also constitutes unfair business practices because Defendants shifted the costs and risks of their operations onto drivers, denied workers legally required wages and breaks, imposed unlawful deductions, and obtained an unfair competitive advantage over employers that comply with California law.

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135. Defendants' conduct further constitutes fraudulent business practices because Defendants represented or treated drivers as independent contractors when, in reality, they were employees entitled to the protections and compensation guaranteed by California law.

136. These violations were the result of Defendants' uniform policies and were not the product of individualized circumstances.

137. As a direct and proximate result of Defendants' unlawful, unfair, and fraudulent business practices, Plaintiffs and Class Members have suffered injury in fact and lost money or property. Plaintiffs seek restitution of all wages, premium wages, expense reimbursements, and other sums wrongfully withheld, together with injunctive and other relief authorized by Business and Professions Code section 17203.

NINTH CAUSE OF ACTION

Civil Penalties Under the Private Attorneys General Act (Labor Code §§ 2698, et seq.) (By Plaintiffs Martins and Souto, on Behalf of Themselves and All Other Aggrieved Employees, Against All Defendants)

138. Plaintiffs reallege and incorporate by reference all preceding paragraphs as though fully set forth herein.

139. The Private Attorneys General Act of 2004, Labor Code §§ 2698, *et seq.* ("PAGA"), authorizes an aggrieved employee to bring a civil action on behalf of himself or herself and other current or former employees to recover civil penalties for Labor Code violations, subject to compliance with the administrative prerequisites set forth in Labor Code § 2699.3.

140. On May 7, 2026, Plaintiffs, through counsel, provided written notice to the California Labor and Workforce Development Agency ("LWDA") and to Defendants, by online submission and certified mail, of the specific provisions of the Labor Code alleged to have been violated, including but not limited to Labor Code §§ 201–203, 221, 223, 224, 226, 226.7, 510, 512, 1194, and 2802, together with the facts and theories supporting those alleged violations, as required by Labor Code § 2699.3(a)(1). The Complaint in this action was filed on May 11, 2026, before the sixty-five (65) day agency review period had run.

141. More than sixty-five (65) calendar days have elapsed since the LWDA received

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Plaintiffs' notice, and the LWDA has not issued any notice of its intent to investigate the violations alleged therein. Plaintiffs have therefore exhausted the administrative prerequisites to suit under Labor Code § 2699.3(a) and are authorized to commence a civil action for PAGA civil penalties.

142. Plaintiffs Martins and Souto are "aggrieved employees" within the meaning of Labor Code § 2699(c) because they were employed by Defendants and had one or more of the alleged Labor Code violations committed against them.

143. Defendants' violations described throughout this Complaint, including but not limited to failure to provide meal and rest periods, failure to pay overtime wages, failure to reimburse business expenses, unlawful deductions, failure to provide accurate itemized wage statements, and failure to timely pay wages due at separation, resulted from Defendants' uniform policy of misclassifying Plaintiffs and other similarly situated drivers as independent contractors rather than employees.

144. Plaintiffs Martins and Souto, on behalf of themselves and all other current and former aggrieved employees, seek civil penalties pursuant to Labor Code §§ 2698–2699.5, including but not limited to the civil penalties set forth in Labor Code § 2699(f) for violations for which a civil penalty is not otherwise specifically provided, as well as the penalties available under the specific Labor Code sections identified above.

145. Pursuant to Labor Code § 2699(i), seventy-five percent (75%) of any civil penalties recovered are to be distributed to the LWDA, and twenty-five percent (25%) are to be distributed to the aggrieved employees.

146. Plaintiffs are further entitled to recover reasonable attorneys' fees and costs incurred in connection with this cause of action pursuant to Labor Code § 2699(g)(1).

PRAYER FOR RELIEF

Wherefore, Plaintiffs, individually and on behalf of all others similarly situated, pray for judgment against Defendants as follows:

1. For unpaid wages, including overtime compensation, in amounts to be proven at trial;

2. For meal and rest period premium wages;

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3. For reimbursement of business expenses and losses, including vehicle, fuel, phone, bank fees, mileage, wear and tear, and mobile data-related losses;

4. For all nonproductive time compensation required under California law;

5. For statutory penalties, including waiting time penalties, wage statement penalties, and recovery of unlawfully deducted wages;

6. For restitution pursuant to Business and Professions Code section 17200;

7. For prejudgment and post-judgment interest as permitted by law;

8. For civil penalties pursuant to the Private Attorneys General Act, Labor Code §§ 2698–2699.5, in an amount to be proven at trial, with seventy-five percent (75%) payable to the LWDA and twenty-five percent (25%) payable to the aggrieved employees as provided by Labor Code § 2699(i);

9. For attorneys' fees and costs of suit to the fullest extent permitted by law, including pursuant to Labor Code sections 1194, 226, and 2802; and

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

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DEMAND FOR JURY TRIAL

Plaintiffs hereby demand trial by jury on all issues so triable.

Dated: October 13, 2026

INFINITY LAW GROUP LLP

By: _____

Ilya Filmus, Esq.
Morgan Mack, Esq.
Attorneys for Plaintiffs
VICTOR DE MENEZES MARTINS;
RUBENS PEREIRA ARRUDA BRUNO;
CLEBER APARECIDO IZIDRO SOUTO;
JORGE HELI VEIGA, individually and on behalf of all others similarly situated

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PROOF OF SERVICE

STATE OF CALIFORNIA, CITY OF LAFAYETTE, COUNTY OF CONTRA COSTA

I, Heather Bowman, declare:

I am a resident of the United States, over 18 years of age and not a party to the within action. I am employed in the City of Lafayette, County of Contra Costa; my business address is 1020 Aileen Street, Lafayette, California 94549.

On October 13, 2026, I served the attached and/or enclosed:

FIRST AMENDED CLASS ACTION COMPLAINT on all parties in this action, please see service list below.

Service was accomplished by causing either an original or a true copy of the above-referenced document(s)to be distributed as follows:

☐ BY MAIL: I caused such document(s) to be placed in a sealed envelope, addressed as indicated below, with prepaid first-class postage thereon, and then placed the envelope(s) for collection and mailing, in accordance with the firm's ordinary business practice. I am readily familiar with the firm's ordinary business practice for collection and processing of correspondence for mailing with the United States Postal Service. Under that practice correspondence for mailing is deposited with United States Postal Service on the date indicated for service, with prepaid first-class postage thereon.

☒ BY EMAIL: I caused such documents to be transmitted via email to the parties indicated below, at their respective email addresses.

☐ BY HAND DELIVERY: I caused such documents to be hand delivered to the addresses indicated above.

☐ VIA FACSIMILE: I caused such documents to be transmitted via facsimile to the parties indicated above, at their respective facsimile numbers.

☐ VIA EXPRESS CARRIER: I caused such documents to be collected by an agent for the United States Postal Service, United Parcel Service, Federal Express or other overnight carrier, to be delivered by way of overnight mail to the addresses indicated above.

I declare under penalty of perjury under the laws of the State of California, that the foregoing is true and correct.

Executed on October 13, 2026, at Waxahachie, Texas.

Heather Bowman
Heather Bowman

SERVICE LIST	
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