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Attorneys for Plaintiff Randy Aguilar,
on behalf of himself, all others similarly situated,
and the general public,

ELECTRONICALLY FILED
Superior Court of California,
County of Imperial
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By: Mariana Gutierrez, Deputy Clerk

Assigned for All Purposes Including Trial To:

Hon. Jeffrey B. Jones

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF IMPERIAL

RANDY AGUILAR, on behalf of himself and all others similarly situated and on behalf of the general public,

Plaintiff,

v.

KEYSTONE FREIGHT CORP., a Pennsylvania corporation, and DOES 1 through 10, inclusive,

Defendants.

CASE NO: ECU004930

CLASS AND REPRESENTATIVE ACTION COMPLAINT FOR:

1. FAILURE TO FAILURE TO PAY ALL WAGES DUE (LABOR CODE §§ 510, 1194, AND 1194.2; IWC WAGE ORDER 9-2001)

2. FAILURE TO COMPLY WITH ITEMIZED EMPLOYEE WAGE STATEMENT PROVISIONS (LABOR CODE § 226(a), (e), (h))

3. VIOLATION OF BUSINESS AND PROFESSIONS CODE § 17200 ET SEQ.

4. PENALTIES PURSUANT TO LABOR CODE § 2699(f) FOR VIOLATIONS OF LABOR CODE §§ 226(a), 510, AND 1194 AND PURSUANT TO LABOR CODE § 2699(a) FOR VIOLATIONS OF LABOR CODE §§ 226.3 AND 558

DEMAND FOR JURY TRIAL

Plaintiff RANDY AGUILAR ("Plaintiff"), individually and on behalf of all similarly situated individuals (the "Class"), on behalf of the general public, and as an "aggrieved employee" under the Labor Code Private Attorneys General Act of 2004, complains of KEYSTONE FREIGHT CORP., a Pennsylvania corporation, and/or any subsidiaries or affiliated companies (hereinafter referred to as "Defendants"), as follows:

I.

INTRODUCTION AND FACTUAL BACKGROUND

1. This is a Class Action and Representative Action, pursuant to Code of Civil Procedure § 382 and Labor Code § 2698 *et seq.*, on behalf of Plaintiff and all non-exempt employees who currently work or formerly worked for Defendants within the State of California.

2. For at least four (4) years prior to the filing of this action and continuing to the present (the "liability period"), Defendants have had consistent policies of failing to pay Plaintiff and Class Members (as defined below) all wages due and provide Plaintiff and Class Members with accurately itemized wage statements..

3. Plaintiff, on behalf of himself and Class Members, brings this action pursuant to Labor Code §§ 226(a), 226.3, 510, 558, 1194, and 1194.2 seeking compensation for all unpaid wages, liquidated damages, civil and statutory penalties, injunctive and other equitable relief, and reasonable attorneys' fees and costs.

4. Plaintiff, on behalf of himself and Class Members, and pursuant to Business & Professions Code §§ 17200-17208, seeks injunctive relief, restitution, and disgorgement of all benefits Defendants enjoyed from their failure to pay all wages due to Class Members.

5. Plaintiff, on behalf of himself and all Aggrieved Employees (as defined herein) pursuant to Labor Code §§ 2698 *et seq.*, seeks penalties for Defendants' various violations of the California Labor Code.

6. Venue is proper in this judicial district, pursuant to Code of Civil Procedure § 395 because Defendants employed Plaintiff and Class Members throughout California, including in Imperial County, California.

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II.

PARTIES

A. Plaintiff

7. Plaintiff RANDY AGUILAR has worked for Defendants since June 2025 as a truck driver throughout California, including Imperial County.

8. During his work with Defendants, Plaintiff was:

a. Willfully denied the payment of all wages due; and

b. Willfully denied accurately itemized wage statements; and

B. Defendants

9. Defendant KEYSTONE FREIGHT CORP. is a Pennsylvania corporation, that employed Plaintiff and Class Members throughout California, including in Imperial County, California.

10. The true names and capacities, whether individual, corporate, associate, or otherwise, of Defendants sued herein as DOES 1 to 10, inclusive, are currently unknown to Plaintiff, who therefore sues Defendants by such fictitious names under Code of Civil Procedure § 474. Plaintiff is informed and believes, and based thereon alleges, that each of the Defendants designated herein as a DOE is legally responsible in some manner for the unlawful acts referred to herein. Plaintiff will seek leave of court to amend this Complaint to reflect the true names and capacities of the Defendants designated hereinafter as DOES when such identities become known.

11. Plaintiff is informed and believes, and based thereon alleges, that each Defendant acted in all respects pertinent to this action as the agent of the other Defendants, carried out a joint scheme, business plan or policy in all respects pertinent hereto, and the acts of each Defendant is legally attributable to the other Defendants.

12. The Defendants named herein as DOE 1 through DOE 10 are and were persons acting on behalf of, or acting jointly with, Defendants, who violated, or caused to be violated, one or more provisions of the California Labor Code as alleged herein.

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III.

CLASS ACTION ALLEGATIONS

13. Plaintiff brings this action on behalf of himself, and all others similarly situated as a Class Action pursuant to § 382 of the Code of Civil Procedure. Plaintiff seeks to represent the following Class composed of and defined as follows:

THE CLASS

> All persons employed by Defendants as truck driver employees who earn piece-rate wages in California at any time since the date four years preceding the filing of this Action and continuing through the present.

14. Plaintiff reserves the right under Rule 3.765, California Rules of Court, to amend or modify this class description with greater specificity or further division into subclasses or limitation to particular issues.

15. This action has been brought and may properly be maintained as a class action under the provisions of § 382 of the Code of Civil Procedure because there is a well-defined community of interest in the litigation and the proposed Class are easily ascertainable.

A. Numerosity

16. The potential Class Members as defined are so numerous that joinder of all Class Members is impracticable. While the precise number of Class Members has not been ascertained at this time, Plaintiff is informed and believes, and based thereon alleges, that Defendants currently employ, and during the relevant time periods employed, over 250 persons in the State of California who fall within the Class definition.

17. Accounting for turnover during the relevant period necessarily increases this number. Plaintiff alleges Defendants' employment records would provide information as to the number and location of Class Members. Joinder of Class Members is not practicable.

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B. Commonality

18. There are questions of law and fact common to the Class that predominate over any questions affecting only individual Class Members. These common questions of law and fact include, without limitation:

a. Whether Defendants failed to pay all wages due to Plaintiff and Class Members, in violation of Labor Code §§ §§ 510, 1194, and 1194.2 and IWC Wage Order 9-2001;

b. Whether Defendants failed to provide Plaintiff and Class Members with accurately itemized wage statements, in accordance with Labor Code § 226(a), (e), and (h); and

c. Whether Plaintiff and Class Members are entitled to equitable relief pursuant to Business & Professions Code § 17200 *et seq.*

C. Typicality

19. The claims of the named Plaintiff are typical of the claims of Class Members. Plaintiff and Class Members sustained injuries and damages arising out of and caused by Defendants' common course of conduct in violation of laws, regulations that have the force and effect of law, and statutes as alleged herein.

D. Adequacy of Representation

20. Plaintiff will fairly and adequately represent and protect the interests of Class Members. Counsel who represents Plaintiff are competent and experienced in litigating large employment class actions.

E. Superiority of Class Action

21. A class action is superior to other available means for the fair and efficient adjudication of this controversy. Individual joinder of all proposed Class Members is not practicable, and questions of law and fact common to the proposed Class predominate over any questions affecting only individual members of the proposed Class. Each member of the proposed Class has been damaged and is entitled to recovery by reason of Defendants' illegal policies and/or practices.

22. Class action treatment will allow those similarly situated persons to litigate their claims in the manner that is most efficient and economical for the parties and the judicial system. Plaintiff is unaware of any difficulties that are likely to be encountered in the management of this action that would preclude its maintenance as a class action.

IV.

CAUSES OF ACTION

FIRST CAUSE OF ACTION

PLAINTIFF AND THE CLASS AGAINST ALL DEFENDANTS

FAILURE TO PAY ALL WAGES DUE

(LABOR CODE §§ 510, 1194, AND 1194.2 AND IWC WAGE ORDER 9-2001)

23. Plaintiff incorporates paragraphs 1 through 22 of this Complaint as though fully set forth herein.

24. Plaintiff and Class Members are not paid all wages due, including minimum wages, in violation of Labor Code §§ 510, 1194, and 1194.2.

25. Defendants fail to pay all wages due and owing to Plaintiff and Class Members by not paying correct piece-rate wages (per mile driven) when drivers deviate from a set route due to inclement weather, in violation of Labor Code §§ 510, 1194, and 1194.2. Plaintiff and Class Members are given discretion to take longer routes when unsafe weather conditions require deviating from their scheduled path. However, Defendants calculate pay based solely on the expected start and end points of the scheduled route, without verifying the actual miles driven. As a result, when Plaintiff and Class Members deviate from their scheduled route, they are compensated for fewer miles than actually driven, resulting in unpaid wages.

26. Pursuant to Labor Code §§ 1194 and 1194.2, Plaintiff seeks the payment of all unpaid overtime wages and liquidated damages for unpaid minimum wages, respectively, that Class Members are owed for four years preceding the filing of this Action, according to proof.

Wherefore, Plaintiff and the Class he seeks to represent request relief as described below.

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V.

SECOND CAUSE OF ACTION

PLAINTIFF AND THE CLASS AGAINST ALL DEFENDANTS

FAILURE TO COMPLY WITH ITEMIZED EMPLOYEE WAGE STATEMENT PROVISIONS

(LABOR CODE § 226(a), (e))

27. Plaintiff incorporates paragraphs 1 through 26 of this Complaint as though fully set forth herein.

28. Section 226(a) of the California Labor Code requires Defendants to provide wage statements to employees. In those wage statements, Defendants must provide an accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the employee…, (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 only the last four digits of his or his social security number or an employee identification number other than a social security number, (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. Defendants have failed to comply with Labor Code § 226(a).

29. Defendants failed to issue Plaintiff and Class Members wage statements that fully and accurately itemized the requirements set forth in Labor Code § 226(a). As stated above, Plaintiff and Class Members were not paid all wages due. As such, the wage statements provided by Defendants failed to accurately state all gross wages earned, in violation of Labor Code § 226(a)(1) total hours worked, in violation of Labor Code § 226(a)(2), net wages earned, in violation of Labor Code § 226(a)(5), and all applicable hourly rates in effect during the pay period and the corresponding number of hours worked, in violation of Labor Code § 226(a)(9). Furthermore, and independent of the above allegations, the wage statements issued to Plaintiff and Class Members failed to set forth the applicable piece rate units earned by the employee during the applicable pay period, in violation of Labor Code

§§ 226(a)(2) and 226.3. Specifically, the wage statements simply omit any applicable piece-rate units and simply set forth the "Trip Amount."

30. As a consequence of Defendants' willful conduct in failing to provide Class Members with accurately itemized wage statements, Plaintiff and Class Members have been injured because they are not able to ascertain all of the information required by Labor Code § 226(a). As a result, Plaintiff and Class Members are entitled to penalties pursuant to Labor Code § 226(e) to recover the greater of all actual damages or $50 for the initial pay period in which a violation occurs and $100 per employee for each violation in a subsequent pay period, not exceeding an aggregate penalty of $4,000 per employee, and are entitled to an award of costs, reasonable attorneys' fees, and injunctive relief, pursuant to Labor Code § 226(h).

Wherefore, Plaintiff and the Class he seeks to represent request relief as described below.

VI.

THIRD CAUSE OF ACTION

PLAINTIFF AND THE CLASS AGAINST ALL DEFENDANTS

UNFAIR COMPETITION PURSUANT TO

BUSINESS & PROFESSIONS CODE § 17200 ET SEQ.

31. Plaintiff incorporates paragraphs 1 through 30 of this Complaint as though fully set forth herein.

32. This is a Class Action for Unfair Business Practices. Plaintiff, on his own behalf and on behalf of the general public, and on behalf of others similarly situated, brings this claim pursuant to Business & Professions Code § 17200 *et seq.* The conduct of all Defendants as alleged in this Complaint has been and continues to be unfair, unlawful, and harmful to Plaintiff, the general public, and all Class Members. Plaintiff seeks to enforce important rights affecting the public interest within the meaning of Code of Civil Procedure § 1021.5.

33. Plaintiff is a "person" within the meaning of Business & Professions Code § 17204, and therefore has standing to bring this cause of action for injunctive relief, restitution, and other appropriate equitable relief.

34. Business & Professions Code § 17200 *et seq.* prohibits unlawful and unfair business practices.

35. Wage and hour laws express fundamental public policies. Properly providing employees with all wages due is a fundamental public policies of this State and of the United States. Labor Code § 90.5(a) articulates the public policies of this State to enforce vigorously minimum labor standards, to ensure that employees are not required or permitted to work under substandard and unlawful conditions, and to protect law-abiding employers and its employees from competitors who lower their costs by failing to comply with minimum labor standards.

36. Defendants have violated statutes and public policies. Through the conduct alleged in this Complaint, Defendants, and each of them, have acted contrary to these public policies, have violated specific provisions of the Labor Code, and have engaged in other unlawful and unfair business practices in violation of Business & Professions Code § 17200 *et seq.* depriving Plaintiff, and all persons similarly situated, and all interested persons of rights, benefits, and privileges guaranteed to all employees under law.

37. Defendants' conduct, as alleged herein, constitutes unfair competition in violation of §17200 *et seq.* of the Business & Professions Code.

38. Defendants, by engaging in the conduct herein alleged, either knew or in the exercise of reasonable care should have known that the conduct was unlawful. As such, it is a violation of § 17200 *et seq.* of the Business & Professions Code.

39. As a proximate result of the above-mentioned acts of Defendants, Plaintiff and others similarly situated have been damaged in a sum as may be proven.

40. Unless restrained by this Court, Defendants will continue to engage in the unlawful conduct, as alleged above. Pursuant to Business & Professions Code § 17200 *et seq.,* this Court should make such orders or judgments, including the appointment of a receiver, as may be necessary to prevent the use or employment, by Defendants, its agents, or employees, of any unlawful or deceptive practice prohibited by the Business & Professions Code, and/or, including but not limited to, disgorgement of profits which may be necessary to restore Plaintiff and all Class Members to the money Defendants have unlawfully failed to pay.

VII.

FOURTH CAUSE OF ACTION

PLAINTIFF AND ALL AGGRIEVED EMPLOYEES AGAINST ALL DEFENDANTS PENALTIES PURSUANT TO LABOR CODE § 2699(f) FOR VIOLATIONS OF LABOR CODE §§ 226(a), 510, AND 1194 AND PURSUANT TO LABOR CODE § 2699(a) FOR VIOLATIONS OF LABOR CODE §§ 226.3 AND 558

41. Plaintiff incorporates paragraphs 1 through 40 of this Complaint as though fully set forth herein.

42. As a result of the acts alleged above, including the Labor Code violations set forth herein, Plaintiff seeks penalties pursuant to Labor Code § 2698 *et seq*. against Defendants on behalf of all other non-exempt employees employed by Defendants between April 1, 2025 and the present ("Aggrieved Employees").

43. For each such violation, Aggrieved Employees are entitled to penalties in an amount to be shown at the time of trial subject to the following formula:

a. Pursuant to Labor Code § 2699(f), $100 for each initial violation and $200 for each subsequent violation of Labor Code §§ 226(a), 510, and 1194; and

b. Pursuant to Labor Code § 2699(a), the civil penalties as authorized by Labor Code §§ 226.3 and 558

44. Penalties recovered will be allocated 75% to the Labor and Workforce Development Agency, and 25% to the affected employees.

45. On June 8, 2026, Plaintiff sent a letter, by online submission to the LWDA and by certified mail, return receipt requested, to Defendants setting forth the facts and theories of the violations alleged against Defendants, as prescribed by Labor Code § 2698 et seq. Pursuant to Labor Code § 2699.3(a)(2)(A), no notice was received by Plaintiff from the LWDA within sixty-five (65) calendar days of June 8, 2026. Plaintiff may therefore commence this action to seek civil penalties pursuant to Labor Code § 2698 *et seq*.

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RELIEF REQUESTED

WHEREFORE, Plaintiff prays for the following relief:

1. For compensatory damages, pursuant to Labor Code § 1194, in the amount of all unpaid wages due to Plaintiff and Class Members;
2. For liquidated damages, pursuant to Labor Code § 1194.2 in the amount of all unpaid minimum wages due to Plaintiff and Class Members;
3. For penalties pursuant to Labor Code § 226(e) for Plaintiff and Class Members;
4. For injunctive relief pursuant to Labor Code § 226(h) for Plaintiff and Class Members;
5. For civil penalties pursuant to Labor Code § 2698 *et seq*. for Plaintiff and all other Aggrieved Employees;
6. For restitution for unfair competition pursuant to Business & Professions Code § 17200 *et seq.* for Plaintiff and Class Members;
7. An award of prejudgment and post-judgment interest;
8. An award providing for payment of costs of suit pursuant to Labor Code §§ 226(h), 1194, and other applicable law;
9. An award of attorneys' fees pursuant to Labor Code §§ 226(h), 1194, and other applicable law; and
10. Such other and further relief as this Court may deem just and proper.

Dated: August 24, 2026

Respectfully submitted,

GAINES LAW CORPORATION

By: _____
EVAN S. GAINES
Attorney for Plaintiff

DEMAND FOR JURY TRIAL

Plaintiff hereby demands a trial of his claims by jury to the extent authorized by law.

Dated: August 24, 2026

Respectfully submitted,

GAINES LAW CORPORATION

By: _____
EVAN S. GAINES
Attorneys for Plaintiff