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Per local Rule, This case is assigned to
Judge Reyes, Benjamin T, II, for all purposes.

9 **SUPERIOR COURT OF CALIFORNIA**

10 **COUNTY OF CONTRA COSTA**

11 JONATHON WONG, on behalf of himself
12 and all others similarly situated,

13 Plaintiff,

14 vs.

15 AMTRAN, INC., LLC; MEDSPEED, LLC
16 and DOES 1 through 50, inclusive,

17 Defendant(s).

Case No.: C26-02491

CLASS ACTION COMPLAINT

(1) FAILURE TO PROVIDE MEAL PERIODS;

(2) FAILURE TO PROVIDE REST PERIODS;

(3) FAILURE TO FURNISH TIMELY AND
ACCURATE WAGE STATEMENTS;

(4) FAILURE TO PAY ALL WAGES DUE
UPON TERMINATION;

(5) VIOLATING PRIVATE ATTORNEY
GENERALS ACT;

(6) VIOLATION OF CALIFORNIA'S UNFAIR
COMPETITION LAW ("UCL"), Bus. & Prof.
Code § 17200 et seq.

JURY TRIAL DEMANDED

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NATURE OF THE ACTION

1. This is a class action for wage and labor violations arising out of Defendants AMTRAN, INC., LLC (“AmTran”) and MEDSPEED, LLC’s (“MedSpeed”) systematic failure to provide lawful meal and rest periods to its non-exempt, hourly-paid employees in violation of Labor Code sections 226.7, 512, and the applicable Industrial Welfare Commission Wage Order. Defendants’ unlawful meal and rest period practices give rise to derivative claims for inaccurate wage statements and failure to pay wages due upon termination.

2. As set forth below, Defendants: (a) failed to provide Plaintiff and Class Members with a timely, off-duty, uninterrupted thirty (30)-minute meal period within the first five (5) hours of their work shifts; (b) failed to pay one (1) hour of premium pay at the regular rate of compensation for each missed, untimely, or non-compliant meal period; (c) failed to provide compliant rest periods; (d) failed to pay rest period premiums; (e) failed to furnish accurate, itemized wage statements; (f) failed to pay all wages due upon termination; and (g) engaged in unfair business practices in violation of Business and Professions Code section 17200

3. Plaintiff JONATHON WONG brings this action on behalf of himself and all similarly situated current and former non-exempt, hourly-paid employees of Defendants who worked in California and were subjected to the unlawful employment practices described herein.

JURISDICTION AND VENUE

4. This Court has subject matter jurisdiction over this action pursuant to Cal. Const., Art. VI § 10, as California superior courts have original jurisdiction in all causes not specifically allocated to other courts.

5. This Court has personal jurisdiction over Defendants because it is a corporation conducting substantial business in California, with employees and operations located within this state.

6. Venue is proper in this Court pursuant to Code of Civil Procedure § 395.5, because Defendants conduct substantial business in this County, and the unlawful employment practices alleged herein occurred in this County.

PARTIES

7. Plaintiff JONATHON WONG is a natural person who was employed by Defendants as a Medical Courier — performing the duties of a Route Driver and/or On Demand Driver — from approximately 2022 through approximately January 19, 2026. Plaintiff is a resident of California.

8. Defendant AMTRAN, INC. (“AmTran” or “Defendant”) is, upon information and belief, a corporation doing business in California, operating in the medical courier and transportation services industry with its principal place of business at 3975 Pacific Blvd., San Mateo, CA 94403. During Plaintiff’s employment, Defendant assigned Plaintiff to service routes including stops at John Muir Health (“JMH”); Walnut Creek campus, Concord campus, and a Microbiology location at 5003 Commercial Circle.

9. Defendant MEDSPEED, LLC (“MedSpeed” or “Defendant”) is a Delaware corporation with its principal place of business at 140 Industrial Dr., Elmhurst, IL 90126 and operating as a medical courier service in the state of California.

10. Defendants AmTran and MedSpeed are collectively referred to throughout this complaint as “Defendants”.

11. The identity of DOES 1-50 is unknown at this time, and this Complaint will be amended at such time when the identities are known to Plaintiff. Plaintiff is informed and believes that each of the Defendants sued herein as DOE is responsible in some manner for the acts, omissions, or representations alleged herein, and any reference to “Defendants” herein shall mean “Defendants and each of them.”

FACTS

12. Plaintiff JONATHON WONG was employed by Defendants as a non-exempt, hourly-paid Medical Courier, classified as both a Route Driver and, on occasion, an On-Demand Driver, from approximately 2022 through approximately January 19, 2026. Plaintiff earned a regular rate of pay of \$22.50 per hour.

13. Plaintiff's shift was scheduled Monday through Friday, 1:30 p.m. to 10:00 p.m., comprising a regular workday of approximately 8.5 hours. As a Route Driver, Plaintiff was assigned a daily route that included pickup and delivery runs to and from JMH campuses and additional medical facility stops. As an On-Demand Driver, Plaintiff was also called upon to perform additional pickups and deliveries outside the scheduled route.

14. Plaintiff's daily duties required him to: (1) report to 5003 Commercial Circle to begin his shift; (2) clock in via a mobile application on his personal phone using a system called TWE; (3) badge in to the JMH building using a building key; (4) obtain a work phone access the application MobileTek Core to manifest/schedule device (Plaintiff also had this application installed on his personal phone) and vehicle keys; (5) prepare his assigned vehicle; (6) proceed to the Walnut Creek campus of JMH; (7) park and perform pickups; (8) travel to the Concord campus for drop-offs and pickups; (9) complete additional runs, including pickups from the Microbiology location after the first two runs; (10) complete a return procedure at the end of shift including charging the vehicle, returning the laptop/phone, leaving the building, and clocking out.

15. Defendants failed to offer or provide Plaintiff with a compliant, timely, off-duty, uninterrupted thirty (30)-minute meal period within the first five (5) hours of Plaintiff's shift. Plaintiff was not scheduled for, and therefore unable to take, a meal break until 7:00 p.m., which was 5.5 hours after the start of his shift.

16. Furthermore, due to the press of business, the continuous nature of Plaintiff's route assignments, and the volume of required pickups and deliveries, Plaintiff's meal periods were frequently interrupted, or shortened, even at the untimely times Defendants purported to schedule them.

17. In addition to the meal period violations, Defendants failed to authorize and permit Plaintiff to take compliant ten (10)-minute rest breaks. For instance, his second rest break was not authorized or permitted until the very end of his shift from 9:50 p.m. to 10:00 p.m.

18. As a result of Defendants' failure to provide compliant meal and rest periods and to pay premiums for each violation, Plaintiff's wage statements failed to accurately reflect all

wages earned, including meal and rest period premiums owed. Plaintiff and Class Members were thereby prevented from determining, solely from information on the wage statements themselves, whether they had been compensated correctly and in full.

19. Plaintiff and other Class Members who separated from employment with Defendants were not paid all wages owed — which includes meal and rest period premiums— at the time of discharge or within seventy-two (72) hours of voluntarily leaving employment, in violation of Labor Code §§ 201-203.

20. On information and belief, the unlawful employment practices described herein were applied uniformly to all of Defendants’ non-exempt, hourly-paid Medical Courier, Route Driver, and On Demand Driver employees throughout California during the relevant class period.

CLASS ACTION ALLEGATIONS

21. Plaintiff realleges and incorporates by this reference all the paragraphs above as though fully set forth herein.

22. Plaintiff brings this action on behalf of himself and the following Class:

Class: All current and former non-exempt, hourly-paid Medical Couriers, Route Drivers, On Demand Drivers, and/or other non-exempt, hourly-paid employees employed by Defendants in California during the time period commencing four (4) years before this Complaint was filed through the present (“Class Period”).

23. Plaintiff further seeks to represent the following Subclasses:

Meal Period Subclass: All current and former non-exempt, hourly-paid Medical Couriers, Route Drivers, On Demand Drivers, and/or other non-exempt, hourly-paid employees employed by Defendants in California during the Class Period who worked at least one shift longer than five (5) hours in a workday.

Rest Period Subclass: All current and former non-exempt, hourly-paid Medical Couriers, Route Drivers, On Demand Drivers, and/or other non-exempt, hourly-paid employees employed by Defendants in California during the Class Period who worked at least one shift longer than three and one-half (3.5) hours in a workday.

Wage Statement Subclass: All current and former non-exempt, hourly-paid Medical Couriers, Route Drivers, On Demand Drivers, and/or other non-exempt, hourly-paid employees employed by

Defendants in California during the Class Period who received at least one wage statement from Defendant.

Waiting Time Penalties Subclass: All Class Members who separated from employment with Defendants at any time during the three (3) years prior to the filing of this action.

UCL Subclass: All current and former non-exempt, hourly-paid Medical Couriers, Route Drivers, On Demand Drivers, and/or other non-exempt, hourly-paid employees employed by Defendants in California during the Class Period, regarding whom Defendants has engaged in unlawful, unfair, and/or fraudulent business acts or practices prohibited by Business & Professions Code § 17200, et seq.

24. Plaintiff reserves the right to amend or otherwise alter the class definitions, or to propose or eliminate subclasses, in response to facts learned through discovery, legal arguments advanced by Defendants, or otherwise.

25. Class treatment is appropriate in this case for the following reasons:

A. The Class is Sufficiently Numerous: Pursuant to Code of Civil Procedure § 382, members of the Class are so numerous that their individual joinder is impracticable. Upon information and belief, Defendants employs, and has employed, in excess of 100 Class Members within the applicable statute of limitations. Because Defendants are legally obligated to keep accurate payroll records, Plaintiff alleges that Defendants' records will establish the members of the Class as well as their numerosity.

B. Common Questions of Law and Fact Exist: Common questions of law and fact exist and predominate as to Plaintiff and Class Members, including, without limitation:

- i. Whether Defendants failed to offer or provide Plaintiff and Class Members with a timely, off-duty, uninterrupted thirty (30)-minute meal period within the first five (5) hours of each shift;
- ii. Whether Defendants failed to pay one (1) hour of premium compensation at the regular rate for each non-compliant meal period;

- iii. Whether Defendants failed to authorize and permit compliant ten (10)-minute rest periods;
- iv. Whether Defendants failed to pay one (1) hour of premium compensation at the regular rate for each non-compliant rest period;
- v. Whether Defendants failed to furnish timely and accurate wage statements as required by Code of Civil Procedure § 226(a);
- vi. Whether Defendants failed to pay all wages due upon termination as required by Code of Civil Procedure §§ 201-203;
- vii. Whether Defendants' conduct constitutes unlawful, unfair, or fraudulent business practices under Business & Professions Code Civ. Proc., section 17200; and

C. Plaintiff's Claims are Typical of Those of Fellow Class Members:

Plaintiff's claims are typical of those members of the Class that he seeks to represent.

D. Plaintiff and his Counsel are Adequate Representatives of the Class:

Plaintiff will fairly and adequately represent the interests of Class Members because Plaintiff is a member of the Class, he has common issues of law and fact with all members of the Class, and his claims are typical of other Class Members. Plaintiff has retained counsel competent and experienced in complex class action litigation, and Plaintiff intends to prosecute this action vigorously. The interests of the members of the class will be fairly and adequately protected by Plaintiff and his counsel.

E. A Class Action is Superior/Common Claims Predominate:

A class action is superior to other available means for the fair and efficient adjudication of this controversy, since individual joinder of all members of the Class is impractical. Class action treatment will permit a large number of similarly situated persons to prosecute their common claims in a single forum simultaneously, efficiently, and without unnecessary duplication of effort and expense. Furthermore, the expenses and burden of individualized litigation would make it difficult or impossible for individual members of the Class to redress the wrongs done to them, while an

important public interest will be served by addressing the matter as a class action. Individualized litigation would also present the potential for inconsistent or contradictory judgments.

FIRST CAUSE OF ACTION - FAILURE TO PROVIDE MEAL PERIODS
(Violation of Labor Code §§ 226.7, 512, and the Applicable Wage Order)
(On Behalf of Plaintiff and the Meal Period Subclass Against Defendant)

26. Plaintiff realleges and incorporates by this reference all the paragraphs above as though fully set forth herein.

27. California Labor Code § 512(a) provides that an employer may not employ an employee for a work period of more than five (5) hours per day without providing the employee with a meal period of not less than thirty (30) minutes. The meal period must be provided no later than the end of the employee's fifth hour of work. An employer may not employ an employee for a work period of more than ten (10) hours per day without providing the employee with a second meal period of not less than thirty (30) minutes.

28. California Labor Code § 226.7(b) prohibits an employer from requiring an employee to work during a meal period mandated by an applicable order of the Industrial Welfare Commission.

29. The applicable Wage Order provides that no employer shall employ any person for a work period of more than five (5) hours without a meal period of not less than 30 minutes, and that the employer must relieve the employee of all duty during the meal period.

30. Defendants violated Labor Code § 512 and the applicable Wage Order by failing to offer or provide Plaintiff and the Meal Period Subclass Members with a timely, off-duty, uninterrupted thirty (30)-minute meal period within the first five (5) hours of each shift. Plaintiff's shift ran from approximately 1:30 p.m. to 10:00 p.m., meaning a compliant first meal period was required to begin no later than 6:30 p.m. within the first five hours of work. Defendants failed to schedule, offer, or provide such a meal period within that window.

31. Even when meal periods were purportedly provided, they were frequently: (a) untimely — occurring after the fifth hour of work had elapsed; (b) on-duty or interrupted — as Plaintiff was not fully relieved of all duties; and/or (c) shortened — lasting less than the required thirty (30) minutes.

32. Defendants failed to pay Plaintiff and Meal Period Subclass Members one (1) additional hour of pay at the regular rate of compensation for each workday in which a compliant meal period was not provided, as required by Labor Code § 226.7(c).

33. As a direct and proximate result of Defendants' unlawful acts, Plaintiff and the Meal Period Subclass Members have been deprived of timely, off-duty meal periods and unpaid meal period premiums, and are entitled to recover one (1) additional hour of pay at the regular rate of compensation for each workday in which Defendants failed to provide a compliant meal period, together with interest, attorneys' fees, and costs pursuant to Labor Code §§ 226.7 and 512.

SECOND CAUSE OF ACTION - FAILURE TO PROVIDE REST PERIODS
(Violation of Labor Code § 226.7 and the Applicable Wage Order)
(On Behalf of Plaintiff and the Rest Period Subclass Against Defendant)

34. Plaintiff realleges and incorporates by this reference all the paragraphs above as though fully set forth herein.

35. California Labor Code § 226.7(b) and the applicable Wage Order require that every employer authorize and permit all employees to take rest periods, which, insofar as practicable, shall be in the middle of each work period, at the rate of ten (10) minutes net rest time per four (4) hours worked, or major fraction thereof. A rest period need not be authorized for employees whose total daily work time is less than three and one-half (3.5) hours. Authorized rest period time shall be counted as hours worked for which there shall be no deduction from wages.

36. The applicable Wage Order further provides that if an employer fails to provide an employee a rest period, the employer shall pay the employee one (1) hour of pay at the regular rate of compensation for each workday that the rest period is not provided.

37. Defendants failed to authorize and permit Plaintiff and Rest Period Subclass Members to take compliant ten (10)-minute, off-duty rest periods in the middle of each four-hour work period.

38. Defendants failed to pay Plaintiff and Rest Period Subclass Members one (1) additional hour of pay at the regular rate of compensation for each workday in which a compliant rest period was not provided.

39. As a direct and proximate result of Defendants' unlawful acts, Plaintiff and Rest Period Subclass Members are entitled to recover one (1) additional hour of pay at the regular rate of compensation for each workday that Defendants failed to provide a compliant rest period, together with interest, attorneys' fees, and costs pursuant to Labor Code § 226.7.

**THIRD CAUSE OF ACTION - FAILURE TO FURNISH TIMELY AND ACCURATE
WAGE STATEMENTS**

(Violation of Labor Code § 226)

(On Behalf of Plaintiff and the Wage Statement Subclass Against Defendant)

40. Plaintiff realleges and incorporates by this reference all the paragraphs above as though fully set forth herein.

41. California Labor Code § 226(a) requires every employer to furnish each employee, semimonthly or at the time of each payment of wages, an accurate itemized statement in writing showing, among other things: (1) gross wages earned; (2) total hours worked; (3) all deductions; (4) net wages earned; (5) the inclusive dates of the pay period; (6) the name and address of the legal entity that is the employer; and (7) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate.

42. Labor Code § 226(e) provides that an employee is entitled to recover fifty dollars (\$50) for the initial pay period in which a violation occurs and one hundred dollars (\$100) per employee for each subsequent pay period in which the employer knowingly and intentionally failed to provide an accurate itemized wage statement, up to a maximum of four thousand dollars (\$4,000) per employee.

43. Defendants knowingly and intentionally failed to furnish Plaintiff and Wage Statement Subclass Members with timely and accurate itemized wage statements. Specifically, Defendants' wage statements failed to include: (a) meal period premium wages owed for non-compliant meal periods; and (b) rest period premium wages owed for non-compliant rest periods.

44. Defendants' failure to provide accurate wage statements has caused Plaintiff and Wage Statement Subclass Members injury, in that they were unable to determine from their wage statements whether they had been compensated correctly and in full for all time worked and all premiums owed.

45. As a result of Defendants' violations of Labor Code § 226(a), Plaintiff and Wage Statement Subclass Members are entitled to recover penalties pursuant to Labor Code § 226(e), together with interest, attorneys' fees, and costs.

**FOURTH CAUSE OF ACTION - FAILURE TO PAY ALL WAGES DUE UPON
TERMINATION**

(Violation of Labor Code §§ 201-203)

(On Behalf of Plaintiff and the Waiting Time Penalties Subclass Against Defendant)

46. Plaintiff realleges and incorporates by this reference all the paragraphs above as though fully set forth herein.

47. California Labor Code § 201 provides that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately. Labor Code § 202 provides that if an employee quits, wages are due and payable within seventy-two (72) hours, unless the employee gave seventy-two hours' prior notice, in which case wages are due at the time of quitting. Labor Code § 203 provides that an employer who willfully fails to pay wages owed upon termination is liable for a penalty equal to the employee's daily wages for each day the wages remain unpaid, up to a maximum of thirty (30) days.

48. During the Class Period, Defendants willfully failed to pay Plaintiff and Waiting Time Penalties Subclass Members all earned wages upon separation from employment, including meal and rest period premiums, either at the time of discharge or within seventy-two (72) hours of the employee's voluntary resignation.

49. As a result, Plaintiff and Waiting Time Penalties Subclass Members are entitled to waiting time penalties pursuant to Labor Code § 203 for each day wages remained unpaid, up to thirty (30) days, together with interest, attorneys' fees, and costs.

FIFTH CAUSE OF ACTION

Violating the California Private Attorney General Act

(On Behalf of Plaintiff and All Aggrieved Employees Against Defendant)

50. Plaintiff realleges and incorporates by this reference all the paragraphs above in this Complaint as though fully set forth herein.

51. Labor Code § 2699(a) states:

Notwithstanding any other provision of law, any provision of this code that provides for a civil penalty to be assessed and collected by the Labor and Workforce Development Agency or any of its departments, divisions, commissions, boards, agencies, or employees, for a violation of this code, may, as an alternative, be recovered through a civil action brought by an aggrieved employee on behalf of himself or herself and other current or former employees pursuant to the procedures specified in Section 2699.3.

52. Plaintiff and Class Members are “aggrieved employees” as that term is defined in the California Labor Code Private Attorney General Act of 2004, because they are current or former employees of the alleged violator and against whom one or more of the alleged violations was committed.

53. As outlined above, Plaintiff has met all the notice requirements set forth in Labor Code § 2699.3, which is necessary to commence a civil action.

54. Plaintiff brings this action on behalf of himself and all aggrieved employees who were subject to Defendants’ failure to pay Plaintiff and aggrieved employees for their overtime wages; its failure to provide accurate wage statements; and its failure to pay aggrieved employees who are former employees all their wages due and owing upon termination.

55. Plaintiff, on behalf of himself and in a representative capacity on behalf of all members of the PAGA aggrieved employee Class, demands the maximum civil penalty specified in Labor Code § 2699 in the amount of one hundred dollars (\$100) for Plaintiff and each aggrieved member of the Class per period for the initial violation and two hundred dollars (\$200) per pay period for each subsequent violation for violations of Labor Code §§ 201-204, 226, 226.7, 510, 511, 1194, 1197, and 1198.

56. These penalties are recoverable in addition to any other civil penalty separately recoverable by law.

**SIXTH CAUSE OF ACTION - VIOLATION OF CALIFORNIA’S UNFAIR
COMPETITION LAW**

**(Violation of Business & Professions Code §§ 17200 et seq.)
(On Behalf of Plaintiff and the UCL Subclass Against Defendant)**

57. Plaintiff realleges and incorporates by this reference all the paragraphs above as though fully set forth herein.

1 58. California Business & Professions Code § 17200 prohibits any unlawful, unfair,
2 or fraudulent business acts or practices. By engaging in the conduct alleged in this Complaint,
3 Defendants have engaged in unfair competition within the meaning of the UCL.

4 59. Defendants' unlawful conduct under the UCL includes, without limitation, the
5 violations of California Labor Code §§ 226.7, 512, 510, 226, 2802, and 201-203, as alleged
6 herein. Defendants' unfair conduct includes, without limitation, its failure to pay employees for
7 all time worked, its systematic application of an automatic meal deduction policy without
8 providing compliant meal periods, and its failure to reimburse employees for necessary business
9 expenses. Defendants' fraudulent conduct includes, without limitation, issuing wage statements
10 that reflected deductions for meal periods that employees did not actually receive, masking the
11 true amount of compensation owed.

12 60. Plaintiff has standing to assert this claim because he has suffered injury in fact
13 and has lost money as a result of Defendants' conduct, including unpaid meal and rest period
14 premiums, unreimbursed business expenses, and unpaid wages.

15 61. Plaintiff and UCL Subclass Members seek restitution and restitutionary
16 disgorgement from Defendants of all monies owed for all hours worked, unpaid meal and rest
17 period premiums, and unreimbursed business expenses, as well as injunctive and other equitable
18 relief.

19 62. Plaintiff has assumed the responsibility of enforcement of the laws and public
20 policies specified herein by suing on behalf of himself and other similarly situated Class
21 Members. Plaintiff's success in this action will enforce important rights affecting the public
22 interest. Therefore, an award of reasonable attorneys' fees to Plaintiff is appropriate pursuant to
23 Code of Civil Procedure § 1021.5.

24 **PRAYER FOR RELIEF**

25 WHEREFORE, Plaintiff JONATHON WONG, on behalf of himself and all others
26 similarly situated, prays for judgment against Defendants as follows:

- 27 1. For an order that this action may proceed and be maintained as a class action;
28

2. For an order appointing Plaintiff as Class Representative and Plaintiff's counsel as Class Counsel;
3. For one (1) hour of premium wages at the regular rate of pay for each workday in which Plaintiff and Class Members were not provided with a compliant meal period. a
4. For one (1) hour of premium wages at the regular rate of pay for each workday in which Plaintiff and Class Members were not provided with a compliant rest period.
5. For statutory penalties pursuant to Labor Code § 226(e), in the amount of \$50 for the initial pay period and \$100 for each subsequent pay period per employee;
6. For waiting time penalties equal to thirty (30) days' wages at the correct hourly rate pursuant to Labor Code § 203;
7. For all other statutory penalties;
8. For statutory interest according to proof;
9. For costs of suit incurred herein;
10. For reasonable attorneys' fees pursuant to all applicable statutes;
11. For prejudgment interest at the maximum legal rate; and
12. For such other and further relief as the Court may deem just and proper.

DATED: July 24, 2026

THIERMAN BUCK

/s/ Joshua D. Buck

Joshua D. Buck

Leah L. Jones

*Attorneys for Plaintiff and all others
similarly situated*