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11 Attorneys for Plaintiff(s),
12 GURDIP LADHER, and all others similarly situated

13 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
14 **FOR THE COUNTY OF SACRAMENTO**
15 **(UNLIMITED JURISDICTION)**

16 GURDIP LADHER, on behalf of himself and all
17 others similarly situated, and the general public,
18 and as an "Aggrieved Employee" on behalf of
19 other "Aggrieved Employees" and the State of
20 California under the Private Attorneys General
Act of 2004,

21 *Plaintiff(s),*

22 vs.

23
24 LDT TRANSPORT INC, a California
25 corporation, and DOES 1-50, inclusive,

26 *Defendant(s).*
27
28

ELECTRONICALLY FILED
Superior Court of California
County of Sacramento

07/05/2024

By: A. Turner Deputy

Case No.: 24CV007834

FIRST AMENDED CLASS ACTION

COMPLAINT FOR:

1. Failure to Pay All Wages Earned for All Hours Worked and Other Compensable Hours at the Correct Rates of Pay (Lab. Code §§ 1194, 1197, and 1198);
2. Failure to Indemnify (Lab. Code §§ 1198 and 2802);
3. Wage Statement Penalties (Lab. Code § 226);
4. Waiting Time Penalties (Lab. Code § 203);
5. Unfair Competition (Bus. & Prof. Code §§ 17200, et seq.; and
6. Civil Penalties (Lab Code §§2698, et seq.)

JURY TRIAL DEMANDED



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2 Plaintiff, Gurdip Ladher (hereafter “Plaintiff” or “Ladher”), on behalf of himself and all
3 others similarly situated, the general public, and as an “aggrieved employee” on behalf of other
4 “aggrieved employees” and the State of California under the Labor Code Private Attorneys
5 General Act of 2004, complains and alleges as follows:

6
7 **I. INTRODUCTION**

8 1. Plaintiff brings this class and representative action for alleged violations of the
9 California Labor Code, Industrial Welfare Commission Order No. 9-2001 (hereafter “the Wage
10 Order”), and the California Business and Professions Code against Defendants LDT Transport
11 Inc, and Does 1 through 50, inclusive (collectively “Defendants”).

12 2. As set forth in more detail below, Plaintiff alleges that Defendants are liable to
13 him and other similarly situated workers for unpaid wages, statutory penalties, interest, and
14 related relief. These claims are based on Defendants’ failures to:

- 15 (A) Pay all wages, including minimum and regular earned for all hours worked
16 at the correct rates of pay;
17 (B) Indemnify for necessary work-related expenditures;
18 (C) Issue only accurate and complete itemized wage statements; and
19 (D) Timely pay wages upon termination of employment.

20 Accordingly, Plaintiff now seeks to recover unpaid wages, interest, liquidated damages,
21 restitution, statutory and civil penalties, attorneys’ fees, costs, and related relief through this class
22 action.

23 **II. THE PARTIES**

24 3. Plaintiff Gurdip Ladher is a resident of California. At all relevant times, Plaintiff
25 was an “employee” within the meaning of Title 8 California Code of Regulations Section 11090,
26 and an “aggrieved employee” within the meaning of California Labor Code § 2699(c).

27 4. Defendant LDT Transport Inc is a corporation organized and existing under the
28 laws of California and also a citizen of California based on Plaintiff’s information and belief.



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1 5. Plaintiff is ignorant of the true names, capacities, relationships, and extents of
2 participation in the conduct alleged herein of the Defendants sued as DOES 1-50, inclusive, but
3 is informed and believes and thereon alleges that said Defendants are legally responsible for the
4 wrongful conduct alleged herein and therefore sues these Defendants by such fictitious names.
5 Plaintiff will amend the Complaint to allege the true names and capacities of the DOE Defendants
6 when ascertained.

7 6. Plaintiff is informed and believes and thereon alleges that, at all relevant times
8 herein, all Defendants were the agents, employees and/or servants, masters or employers of the
9 remaining defendants, and in doing the things hereinafter alleged, were acting or failing to act
10 within the course and scope of such agency, employment, direction and control, and with the
11 approval and ratification of each of the other Defendants.

12 7. At all relevant times, in perpetrating the acts and omissions alleged herein,
13 Defendants, and each of them, acted pursuant to and in furtherance of a policy, practice, or a lack
14 of a practice which resulted in Defendants not compensating Plaintiff and the other Class
15 Members or otherwise complying with their rights in accordance with applicable California labor
16 laws as alleged herein.

17 8. At all relevant times, in perpetrating the acts and omissions alleged herein,
18 Defendants and each of them acted pursuant to and in furtherance of a policy and/or practice, or
19 lack thereof, which resulted in Defendants not paying Plaintiff and other members of the below-
20 described class in accordance with applicable laws as alleged herein.

21
22 **III. CLASS ALLEGATIONS**

23 9. This action has been brought and may be maintained as a class action pursuant to
24 California Code of Civil Procedure section 382 because there is a well-defined community of
25 interest among the persons who comprise the readily ascertainable class defined below and
26 because Plaintiff is unaware of any difficulties likely to be encountered in managing this case as
27 a class action.

28 10. **Class Definition:** The Class is defined as follows: All persons Defendants



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1 employed in California as non-exempt, hourly employees, including, but not limited to truck
2 drivers, individuals performing work comparable to the aforementioned, compensated
3 comparably to the aforementioned, and individuals in similar positions, at any time during the
4 period beginning four years prior to the filing of this action and ending on the date that final
5 judgment is entered in this action (“Class” or “Class Members”).

6 11. **Reservation of Rights:** Pursuant to Rule of Court 3.765(b), Plaintiff reserves the
7 right to amend or modify the class definition with greater specificity, by further division into
8 subclasses and/or by limitation to particular issues.

9 12. **Numerosity:** The Class Members are so numerous that the individual joinder of
10 each individual Class Member is impractical. While Plaintiff does not currently know the exact
11 number of Class Members, Plaintiff is informed and believes that the actual number exceeds the
12 minimum required for numerosity under California laws.

13 13. **Commonality and Predominance:** Common questions of law and fact exist as to
14 all Class Members and predominate over any questions which affect only individual Class
15 Members. These questions include, but are not limited to:

16 A. Whether Defendants failed to pay all wages earned to Class Members for
17 all hours worked at the correct rates of pay;

18 B. Whether Defendants failed to indemnify the Class Members for the
19 reasonable expenses they incurred during the course of performing their duties;

20 C. Whether Defendants knowingly and intentionally failed to provide the
21 class with accurate and complete itemized wage statements;

22 D. Whether Defendants willfully failed to provide the class with timely final
23 wages;

24 E. Whether Defendants engaged in unfair competition within the meaning of
25 Business and Professions Code sections 17200, et seq., with respect to the Class; and

26 F. Whether Class Members are entitled to restitution of money or property
27 that Defendants may have acquired from them through alleged Labor Code violations.
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1 or establishment operated for the purpose of conveying persons or property from one place to
2 another whether by rail, highway, air, or water, and all operations and services in connection
3 therewith; and also includes storing or warehousing of goods or property, and the repairing,
4 parking, rental, maintenance, or cleaning of vehicles.” Wage Order, § 2(P). At all relevant times
5 during the applicable limitations period, the Defendants, Ladher, and all of the Class Members
6 were covered by the Wage Order because the because Defendants provided transportation
7 services to their customers and Plaintiff and Class Members worked as truck drivers. Accordingly,
8 Plaintiff and all of the other Class Members are entitled to the protections the Wage Order
9 provides.

10 19. On approximately May 16, 2023, the Defendants began to employ Plaintiff in
11 Sacramento in the position of hourly, non-exempt truck driver. Defendants continuously
12 employed him in that capacity until on or about September 6, 2023 when his employment ended.

13 20. At all relevant times, the Defendants issued wages to Ladher and all of the other
14 Class Members on a weekly (52 paychecks/year) basis and paid them by the hour. At all relevant
15 times, the Defendants classified Ladher and all of the other Class Members as non-exempt
16 employees entitled to the protections of the Labor Code and the Wage Order.

17 21. At all relevant times, the Defendants failed to compensate Ladher and all of the
18 other Class Members for all hours worked at the applicable minimum or regular rates of pay.
19 Defendants required Plaintiff and all Class Members to work off the clock and during their off
20 days. Defendants required Plaintiff and Class Members to respond to communications from
21 dispatch and their managers during their off days without compensation. Consequently,
22 Defendants failed to compensate Plaintiffs and all the other Class Members at the correct rates of
23 pay for all hours worked.

24 22. At all relevant times, the Defendants required Ladher and all of the other Class
25 Members to incur certain business expenses in the course of performing their duties. The
26 Defendants required Plaintiff and all of the other Class Members to supply mobile phones, and
27 related items to perform their job duties. However, Defendants did not provide these items and
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1 did not reimburse Plaintiff and the other Class Members for these items. Plaintiff and Class
2 Members used their personal cellphones to communicate with dispatch regarding their work
3 assignments.

4 23. At all relevant times, the Defendants failed to issue to Ladher and all of the other
5 Class Members complete and accurate wage statements that state all hours worked at the correct
6 rates of pay, and all wages earned. The Defendants knowingly and intentionally failed to state on
7 the wage statements they issued to Plaintiff and all of the other Class Members the unpaid wages
8 discussed above. The wage statements fail to state all minimum wages earned and all regular
9 wages earned, and related information. More importantly, Defendants failed to state the hours
10 worked on the wage statements they issued to Plaintiff and the Class Members.

11 24. At all relevant times, the Defendants also failed to timely pay Ladher and all of the
12 other Class Members all earned wages as described above during and at the conclusion of
13 employment.

14 25. For the reasons stated herein, Plaintiff alleges that as a result of Defendants'
15 unlawful practices and policies, Plaintiff and the Class Members were:

16 A. Not paid all wages earned, including, but not limited to, minimum and
17 regular wages for work performed while clocked out;

18 B. Not indemnified for all necessary business expenditures incurred during
19 the discharge of their duties;

20 C. Not provided with accurate and complete wage statements; and

21 D. Not timely paid all earned and unpaid wages at the time their employment
22 ended.
23

24 **FIRST CAUSE OF ACTION**

25 **FAILURE TO PAY, DEDUCTING, OR WITHHOLDING ALL WAGES AT THE** 26 **CORRECT RATES**

27 **Lab. Code §§ 1194, 1197, and 1198**

28 **(By Plaintiff, on behalf of himself and the Class, against all Defendants)**



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1 26. Plaintiff incorporates all paragraphs of this Complaint as if fully alleged herein.

2 27. At all relevant times, Plaintiff and the Class Members have been non-exempt
3 employees entitled to the protections of both the Labor Code and the Wage Order.

4 28. Section 2 of the Wage Order defines “hours worked” as “the time during which an
5 employee is subject to the control of an employer, and includes all the time the employee is
6 suffered or permitted to work, whether or not required to do so.”

7 29. Section 4 of the Wage Order requires an employer to pay non-exempt employees
8 at least the minimum wage set forth therein for all hours worked, which consists of all hours that
9 an employer has actual or constructive knowledge that employees are working.

10 30. Labor Code section 1194 invalidates any agreement between an employer and an
11 employee to work for less than the minimum wage required under the applicable Wage Order.

12 31. Labor Code section 1197 makes it unlawful for an employer to pay an employee
13 less than the minimum wage required under the applicable Wage Order for all hours worked
14 during a payroll period.

15 32. Labor Code section 1198 makes it unlawful for an employer to employ an
16 employee under conditions that violate the Wage Order.

17 33. In conjunction, these provisions of the Labor Code require employers to pay non-
18 exempt employees no less than their agreed-upon or statutorily mandated wage rates for all hours
19 worked, including unrecorded hours when the employer knew or reasonably should have known
20 that employees were working during those hours. (See *Morillion v. Royal Packing Co.* (2000) 22
21 Cal.4th 575, 585.)

22 34. As discussed above, at all relevant times during the applicable limitations period,
23 Defendants failed to compensate Plaintiff and the Class Members for all hours worked, including,
24 but not limited to minimum and regular wages for all minimum and regular hours, respectively,
25 that they worked at the correct rates of pay.

26 35. Plaintiff is informed and believes and thereon alleges that, at all relevant times,
27 Defendants maintained a policy and/or practice, or lack thereof, which resulted in Defendants’
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1 failure to compensate Plaintiff and the other Class Members for all hours worked at the correct
2 rates of pay as required by California law.

3 36. As a result of Defendants' unlawful conduct, Plaintiff and the other Class
4 Members have suffered damages in an amount, subject to proof, to the extent they were not paid
5 the full amount of wages earned during each pay period during the applicable limitations period.

6 37. Pursuant to Labor Code section 1194, Plaintiff, on behalf of himself and Class
7 Members, seeks to recover unpaid wages, liquidated damages in amounts equal to the amounts of
8 unpaid wages, interest thereon, and awards of reasonable costs and attorneys' fees, all in amounts
9 subject to proof.

10 38. Additionally, with respect to this cause of action, on behalf of himself and the
11 class, Plaintiff prays for an award of reasonable costs and attorneys' fees, including interest
12 thereon, as permitted by law, all in amounts subject to proof.

13 **SECOND CAUSE OF ACTION**

14 **FAILURE TO INDEMNIFY**

15 **Lab. Code § 2802**

16 **(By Plaintiff, on behalf of himself and the Class, against all Defendants)**

17 39. Plaintiff incorporates all paragraphs of this complaint as if fully alleged herein.

18 40. In pertinent part, California Labor Code § 2802(a) states: "An employer shall
19 indemnify his or her employee[s] for all necessary expenditures incurred by the employee in direct
20 consequence of the discharge of his or her duties." Additionally, the Wage Order states,

21 (A) When uniforms are required by the employer to be worn by the
22 employee as a condition of employment, such uniforms shall be provided
23 and maintained by the employer.
24

25 ...

26 (B) When tools or equipment are required by the employer or are necessary to
27 the performance of a job, such tools and equipment shall be provided and
28 maintained by the employer, except that an employee whose wages are at
least two (2) times the minimum wage provided herein may be required to
provide and maintain hand tools and equipment customarily required by



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the trade or craft.

Wage Order, § 9(A) and (B).

41. California Labor Code § 1198 prohibits employers from employing their employees under conditions prohibited by the Wage Order.

42. At all relevant times, Defendants required Plaintiff and the Class Members to incur certain business expenses in the course of performing their duties.

43. As described above, the Defendants required Plaintiff and all of the other Class Members to incur certain business expenses in the course of performing their duties. However, the Defendants did not reimburse Plaintiff and the other Class members for these items. Ladher and the other Class Members sued their personal cellphone to communicate with dispatch regarding their routs and work assignments.

44. Plaintiff is informed and believes and thereon alleges that, at all relevant times, Defendants maintained a policy and/or practice, or lack thereof, which resulted in Defendants' failure to indemnify Plaintiff and the Class Members for the reasonable expenses they incurred during the course of performing their duties.

45. By reason of the above, Plaintiff and the members of the class are entitled to reimbursement for all necessary expenditures and losses and interest due and owing to them within four years (4) of the date of the filing of the Complaint until the date of entry of judgment pursuant to California Labor Code section 2802(b). Further, Plaintiff, on behalf of himself and the class, prays for reasonable attorney's fees pursuant to Labor Code section 2802(c).

46. Additionally, with respect to this cause of action, on behalf of himself and the class, Plaintiff prays for an award of reasonable attorney fees and costs, including interest thereon, as permitted by law, all in amounts subject to proof.

THIRD CAUSE OF ACTION

FAILURE TO ISSUE ACCURATE AND COMPLETE WAGE STATEMENTS

Lab. Code § 226

(By Plaintiff, on behalf of himself and the Class, against all Defendants)



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1 47. Plaintiff incorporates all paragraphs of this Complaint as if fully alleged herein.

2 48. Pursuant to California Labor Code § 226(a), Plaintiff and the Class Members were
3 entitled to receive, semi-monthly or at the time of each payment of wages, an accurate itemized
4 statement showing:

5 A. Gross wages earned;

6 B. Total hours worked by the employee, except for any employee whose
7 compensation is solely based on a salary and who is exempt from payment of overtime under
8 subdivision (a) of Section 515 or any applicable order of the Industrial Welfare Commission;

9 C. The number of piece rate units earned and any applicable piece rate if the
10 employee is paid on a piece-rate basis;

11 D. All deductions, provided that all deductions made on written orders of the
12 Employee may be aggregated and shown as one item;

13 E. Net wages earned;

14 F. The inclusive dates of the period for which the employee is paid;

15 G. The name of the employee and his or her social security number, except
16 that by January 1, 2008, only the last four digits of his or her social security number or an
17 employee identification number other than a social security number may be shown on the itemized
18 statement;

19 H. The name and address of the legal entity that is the employer; and

20 I. All applicable hourly rates in effect during the pay period and the
21 corresponding number of hours worked at each hourly rate by the employee.

22 49. Pursuant to California Labor Code § 226, an employee is deemed to suffer injury
23 if the employer fails to provide a wage statement. Also, an employee is deemed to suffer injury if
24 the employer fails to provide accurate and complete information as required by California Labor
25 Code § 226(a) and the employee cannot “promptly and easily determine” from the wage statement
26 alone one or more of the following:

27 A. The amount of the gross wages or net wages paid to the employee during
28



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1 the pay period or any of the other information required to be provided on the itemized wage
2 statement pursuant to California Labor Code § 226(a);

3 B. Which deductions the employer made from gross wages to determine the
4 net wages paid to the employee during the pay period;

5 C. The name and address of the employer and, if the employer is a farm labor
6 contractor, as defined in subdivision (b) of Section 1682 of the California Labor Code, the name
7 and address of the legal entity that secured the services of the employer during the pay period;

8 D. The name of the employee and only the last four digits of his or her social
9 security number or an employee identification number other than a social security number; and

10 E. The number of piece-rate units earned and the piece rate.

11 50. “Promptly and easily determine,” as stated in California Labor Code § 226(e),
12 means a reasonable person would be able to readily ascertain the information without reference
13 to other documents or information.

14 51. Similarly, section 6(B) of the Wage Order states,

15
16 Every employer who has control over wages, hours, or working conditions shall
17 semimonthly or at the time of each payment of wages furnish each employee an
18 itemized statement in writing showing:

- 19
20 (1) all deductions;
- 21 (2) the inclusive dates of the period for which the employee is paid;
- 22 (3) the name of the employee or the employee’s social security number; and
- 23 (4) the name of the employer, provided all deductions made on written orders
24 of the employee may be aggregated and shown as one item. (See Labor
25 Code Section 226.)

26 This information shall be furnished either separately or as a detachable part of the
27 check, draft, or voucher paying the employee’s wages.

28 52. As alleged herein, at all relevant times during the applicable limitations period,



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1 Defendants violated California Labor Code section 226 because they did not properly and
2 accurately itemize each employee's gross wages earned, net wages earned, the total hours worked,
3 the corresponding number of hours worked at each rate by the employee and other requirements
4 of California Labor Code section 226. Defendants failed to state in the wage statements they
5 issued to Plaintiff and the other Class Members all their hours worked and wages earned,
6 including, but not limited to, regular wages for work they performed off-the-clock (as described
7 above). Defendants knowingly and intentionally did not issue wage statements to Plaintiff and the
8 Class Members that state all minimum wages earned, all regular wages earned for all hours
9 worked at each rate of pay. Defendants further failed to state the hours worked on the wage
10 statements they issued to Plaintiff and Class Members.

11 53. Defendants' failure to provide Plaintiff and the other Class Members with accurate
12 wage statements was knowing and intentional. Defendants had the ability to provide Plaintiff and
13 the other Class Members with accurate wage statements but intentionally provided wage
14 statements that Defendants knew were not accurate.

15 54. As a result of being provided with inaccurate wage statements by Defendants,
16 Plaintiff and the other Class Members have suffered injury. Their legal rights to receive accurate
17 wage statements were violated and they were misled about the amount of wages they had actually
18 earned and were owed. In addition, the absence of accurate information on their wage statements
19 prevented immediate challenges to Defendants' unlawful pay practices, has required discovery
20 and mathematical computations to determine the amounts of wages owed, has caused difficulty
21 and expense in attempting to reconstruct time and pay records and/or has led to the submission of
22 inaccurate information about wages to state and federal government agencies. Further, Plaintiff
23 and the other Class Members were not able to ascertain from the wage statements whether
24 Defendants complied with their obligations under California Labor Code section 226(a).
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1 **FOURTH CAUSE OF ACTION**

2 **WILLFUL FAILURE TO TIMELY PAY FINAL WAGES**

3 **Lab. Code §§ 201, 202, and 203**

4 **(By Plaintiff, on behalf of himself and the Class, against all Defendants)**

5 55. Plaintiff incorporates all paragraphs of this Complaint as if fully alleged herein.

6 56. At all relevant times during the applicable limitations period, Plaintiffs and the
7 Class have been non-exempt employees of Defendants and entitled to the benefits and protections
8 of California Labor Code §§ 201, 202, and 203, and the Wage Order.

9 57. Labor Code § 201 provides that all earned and unpaid wages of an employee who
10 is discharged are due and payable immediately at the time of discharge.

11 58. Labor Code § 202 provides that all earned and unpaid wages of an employee who
12 quits after providing at least 72-hours notice before quitting are due and payable at the time of
13 quitting and that all earned and unpaid wages of an employee who quits without providing at least
14 72-hours notice before quitting are due and payable within 72 hours.

15 59. The Defendants failed to pay Ladher and all of the other Class Members whose
16 employment ended all of the earned but unpaid wages described above by the conclusion of their
17 employment with Ladher, including minimum wages, regular wages, and related compensation.

18 60. By failing to pay such earned wages to Plaintiff and the Class Members,
19 Defendants failed to timely pay them all earned and unpaid wages in violation of Labor Code
20 § 201 or § 202.

21 61. Plaintiff is informed and believes that Defendants' failures to timely pay Plaintiff
22 and the Class Members all of their earned and unpaid wages (described above) have been willful
23 in that, at all relevant times, Defendants have deliberately maintained policies and practices that
24 violate the requirements of the Labor Code and the Wage Order, even though at all relevant times,
25 they have had the ability to comply with those legal requirements.

26 62. Pursuant to Labor Code § 203, Plaintiffs seeks waiting time penalties on behalf of
27 themselves and the Class, in amounts subject to proof not to exceed 30 days of waiting time
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1 penalties for each Class Member.

2 **FIFTH CAUSE OF ACTION**

3 **UNFAIR COMPETITION**

4 **Bus. & Prof. Code §§ 17200, *et seq.***

5 **(By Plaintiff, on behalf of himself and the Class, against all Defendants)**

6 63. Plaintiff incorporates all paragraphs of this Complaint as if fully alleged herein.

7 64. At all relevant times during the applicable limitations period, Plaintiff and the
8 Class Members have been employees of Defendants and entitled to the benefits and protections
9 of the Business and Professions Code §§ 17200, *et seq.*

10 65. The unlawful conduct of Defendants alleged herein amount to and constitutes
11 unfair competition within the meaning of California Business & Professions Code §§ 17200, *et*
12 *seq.* Due to their unfair and unlawful business practices alleged herein, Defendants have unfairly
13 gained a competitive advantage over other comparable companies doing business in California
14 that comply with their legal obligations to compensate employees for all earned wages.

15 66. As a result of Defendants' unfair competition as alleged herein, Plaintiff and the
16 Class Members have suffered injuries in fact and lost money or property. Plaintiff and the Class
17 Members were deprived of minimum wages, regular wages, phone expenses, and comparable
18 money and property.

19 67. Pursuant to California Business & Professions Code § 17203, Plaintiff and the
20 Class Members are entitled to restitution of all monies rightfully belonging to them that
21 Defendants did not pay them or otherwise retained by means of their unlawful and unfair business
22 practices.

23 68. Plaintiff and the Class Members are entitled to reasonable attorneys' fees in
24 connection with their unfair competition claims pursuant to California Code of Civil Procedure §
25 1021.5, the substantial benefit doctrine and/or the common fund doctrine.

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EIGHTH CAUSE OF ACTION

CIVIL PENALTIES

(Lab Code §§2698, *et seq.*)

(By Plaintiff and the Aggrieved Employees against all Defendants)

69. Plaintiff incorporates all paragraphs of this Complaint as if fully alleged herein.

70. The “Aggrieved Employees” are all members of the Class defined above who Defendants employed during the period beginning April 19, 2023 and ending on the date that final judgment is entered in this action.

71. Labor Code § 204 states

(a) All wages, other than those mentioned in Section 201, 201.3, 202, 204.1, or 204.2, earned by any person in any employment are due and payable twice during each calendar month, on days designated in advance by the employer as the regular paydays. Labor performed between the 1st and 15th days, inclusive, of any calendar month shall be paid for between the 16th and the 26th day of the month during which the labor was performed, and labor performed between the 16th and the last day, inclusive, of any calendar month, shall be paid for between the 1st and 10th day of the following month. ...

(b) (1) Notwithstanding any other provision of this section, all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period.

(2) An employer is in compliance with the requirements of subdivision (a) of Section 226 relating to total hours worked by the employee, if hours worked in excess of the normal work period during the current pay period are itemized as corrections on the paystub for the next regular pay period. Any corrections set out in a subsequently issued paystub shall state the inclusive dates of the pay period for which the employer is correcting its initial report of hours worked.

(c) However, when employees are covered by a collective bargaining agreement that provides different pay arrangements, those arrangements shall apply to the covered employees.

(d) The requirements of this section shall be deemed satisfied by the payment of wages for weekly, biweekly, or semimonthly payroll if the wages are paid not more than seven calendar days following the close of the payroll period.

72. Defendants paid wages to employees on regular intervals. Defendants, however, failed to pay Plaintiff on such intervals for all wages earned and all hours worked. On information and belief, Plaintiff alleges that Defendants also failed to pay the Aggrieved Employees on such intervals for all wages earned and all hours worked.

73. During the applicable time period, Defendants violated California Labor Code §§ 201, 202, 203, 204, 226, 1194, 1197, 1198, and 2802.

74. California Labor Code §§ 2699(a) and (g) authorize an aggrieved employee, on



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1 behalf of themselves and other current or former employees, to bring a civil action to recover civil
2 penalties pursuant to the procedures specified in California Labor Code § 2699.3.

3 75. Pursuant to California Labor Code §§ 2699(a) and (f), Plaintiff and the Class are
4 entitled to recover civil penalties for each of the Defendants' violations of California Labor Code
5 §§ 201, 202, 203, 204, 226, 1194, 1197, 1198, and 2802 during the applicable limitations period
6 in the following amounts:

7 A. For violations of California Labor Code § 204, one hundred dollars
8 (\$100.00) for each Aggrieved Employee for each initial violation and two hundred dollars
9 (\$200.00) for each Aggrieved Employee for each subsequent, willful or intentional violation
10 (penalty amounts established by California Labor Code § 210).

11 B. For violations of California Labor Code § 226(a), two hundred fifty dollars
12 (\$250.00) for each Aggrieved Employee for initial violation and one thousand dollars (\$1,000.00)
13 for each Aggrieved Employee for each subsequent violation (penalty amounts established by
14 California Labor Code § 226.3).

15 C. For violations of California Labor Code § 1197, one hundred dollars
16 (\$100.00) for each Aggrieved Employee for each initial and intentional violation and two hundred
17 fifty dollars (\$250.00) for each Aggrieved Employee for each subsequent violation, per pay period
18 (regardless of whether the initial violations were intentionally committed) (penalty amounts
19 established by California Labor Code § 1197.1).

20 D. For violations of California Labor Code §§ 201, 202, 203, 1194, 1198, and
21 2802, one hundred dollars (\$100.00) for each Aggrieved Employee per pay period for each initial
22 violation and two hundred dollars (\$200.00) for each Aggrieved Employee per pay period for
23 each subsequent violation (penalty amounts established by California Labor Code § 2699(f)(2)).

24 76. Plaintiff has complied with the procedures for bringing suit specified in California
25 Labor Code § 2699.3. By a letter dated April 19, 2024, Plaintiff filed a written notice online with
26 the Labor and Workforce Development Agency ("LWDA") and gave written notice by certified
27 mail to Defendants of the specific provisions of the California Labor Code alleged to have been
28 violated, including the facts and theories to support the alleged violations. A true and correct copy
of the notice to the LWDA dated April 19, 2024 is attached as Exhibit A. Plaintiff accompanied
his LWDA notice with a fee in the amount of \$75.00. The LWDA has failed to take action in
response within 65 calendar days of the date of Plaintiff's notice, but Plaintiff anticipates that the



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1 LWDA will provide written notice to Plaintiff informing him that it does not intend to investigate
2 these allegations.

3 77. Pursuant to California Labor Code § 2699(g), Plaintiff and the Aggrieved
4 Employees are entitled to an award of civil penalties, reasonable attorney's fees and costs in
5 connection with their claims for civil penalties.

6 **V. PRAYER FOR RELIEF**

7 72. WHEREFORE, Plaintiff, on behalf of himself and the Class Members, prays for
8 relief and judgment against Defendants as follows:

9 A. An order that the action be certified as a class action with respect to
10 Plaintiff's claims for violations of California law;

11 B. An order that Plaintiff be appointed class representative;

12 C. An order that counsel for Plaintiff be appointed class counsel;

13 D. Unpaid wages, including minimum and regular wages;

14 E. Liquidated damages;

15 F. Statutory penalties, including waiting time penalties;

16 G. Civil penalties;

17 H. Restitution;

18 I. Declaratory relief;

19 J. Actual damages;

20 K. Pre-judgment interest;

21 L. Costs of suit;

22 M. Reasonable attorneys' fees; and

23 N. Such other relief as the Court deems just and proper.

24
25 ///

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27 ///



28
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VI. DEMAND FOR JURY TRIAL

Plaintiff, on behalf of himself and all other Class Members, hereby demands a jury trial on all issues so triable.

Respectfully submitted,

THE SPIVAK LAW FIRM



Dated: July 5, 2024

By:

DAVID G. SPIVAK, CAROLINE
TAHMASSIAN, Attorneys for
Plaintiff(s), GURDIP LADHER, and
all others similarly situated



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EXHIBIT A



SENT BY ELECTRONIC SUBMISSION, CERTIFIED MAIL, AND EMAIL

April 19, 2024

Attn: PAGA Administrator
Labor and Workforce Development Agency
Attn: PAGA Administrator
<http://dir.tflaforms.net>
Via Electronic Submission

Re: Gurdip Ladher / LDT Transport Inc

To Whom It May Concern:

Pursuant to the Labor Code Private Attorneys General Act of 2004, Labor Code sections 2698, *et seq.*, Gurdip Ladher (hereafter “Ladher” or “Complainant”) provides notice that LDT Transport Inc, and related entities (collectively “LDT” or “the Employers”) violated his rights and those of all other individuals the LTD Employers have employed or otherwise contracted with in California as non-exempt, hourly employees, including, but not limited to truck drivers, individuals performing work comparable to the aforementioned, and individuals in similar positions (hereafter the “Aggrieved Employees”) under Labor Code sections 202, 201, 203, 204, 226, 1194, 1197, 1198, 2802, and related Labor Code provisions. On behalf of himself and all other Aggrieved Employees, Ladher hereby provides this notice to the Labor & Workforce Development Agency and the LTD Employers and their agents and representatives.

At all relevant times, the LTD Employers have employed persons, conducted business, and engaged in illegal payroll practices and policies, throughout California. Ladher and all of the other Aggrieved Employees are “employees” within the meaning of Industrial Welfare Commission Order No. 9-2001 (hereafter “the Wage Order”) section 2, subdivision (F) and “Aggrieved Employees” within the meaning of Labor Code section 2699(c).

Statement of Facts

On approximately May 16, 2023, the LTD Employers began to employ Ladher in Sacramento in the position of hourly, non-exempt truck driver. The LTD Employers continuously employed him in that capacity until on or about September 6, 2023 when his employment ended.

At all relevant times, the Employers issued wages to Ladher and all of the other Aggrieved Employees on a weekly (52 paychecks/year) basis and paid them by the hour. At all relevant times, the LTD Employers classified Ladher and all of the other Aggrieved Employees as non-exempt employees entitled to the protections of the Labor Code and the Wage Order.

The LTD Employers failed to compensate Ladher and all of the other Aggrieved Employees for all hours worked at the applicable minimum or regular rates of pay. LTD required Ladher and the other Aggrieved Employees to work off the clock and during their off days. LTD required Ladher and the other Aggrieved Employees to respond to communications from dispatch and their managers during their off days without compensation. Consequently, LTD failed to compensate Ladher and all of the other Aggrieved Employees at the correct rates of pay for all hours worked.

At all relevant times, the LTD Employers required Ladher and all of the other Aggrieved Employees to incur certain business expenses in the course of performing their duties. The LTD Employers required Ladher and all of the other Aggrieved Employees to supply mobile phones, and related items to perform their job duties. However, the LTD Employers did not provide these items and did not reimburse Ladher and the other Aggrieved Employees for these items. Ladher and the other Aggrieved Employees used their personal cellphones to communicate with dispatch regarding their work assignments.

At all relevant times, the Employers failed to issue to Ladher and all of the other Aggrieved Employees complete and accurate wage statements that state all hours worked at the correct rates of pay, and all wages earned. The LTD Employers knowingly and intentionally failed to state on the wage statements they issued to Ladher and all of the other Aggrieved Employees the unpaid wages discussed above. The wage statements fail to state all minimum wages earned, all regular wages earned, all hours worked at each rate of pay, and other required information. More importantly, LTD

failed to state the hours worked on the wage statements it issued to Ladher and the other Aggrieved Employees.

For the reasons stated herein, Ladher alleges the following violations of the Labor Code and the Wage Order on behalf of himself and all of the other Aggrieved Employees:

- (a) The LDT Employers failed to pay Ladher and all of the other Aggrieved Employees all wages earned for all hours worked at the correct rates of pay, including minimum and regular wages;
- (b) The LDT Employers failed to indemnify Ladher and all of the other Aggrieved Employees for all necessary business expenditures incurred during the discharge of their duties;
- (c) The LDT Employers knowingly and intentionally failed to provide Ladher and all of the other Aggrieved Employees with accurate and complete wage statements; and
- (d) The LDT Employers willfully failed to timely pay Ladher and all of the other Aggrieved Employees all earned and unpaid wages during their employment with the LTD Employers and when their employment ended.

Accordingly, Ladher now seeks civil penalties on behalf of himself and all of the other Aggrieved Employees based on the Employers' alleged violations of the Labor Code and the Wage Order.

The Wage Order

The Wage Order applies to "all persons employed in the transportation industry whether paid on a time, piece rate, commission, or other basis." Wage Order, § 1. The Wage Order defines "Transportation Industry" to mean, "any industry, business, or establishment operated for the purpose of conveying persons or property from one place to another whether by rail, highway, air, or water, and all operations and services in connection therewith; and also includes storing or warehousing of goods or property, and the repairing, parking, rental, maintenance, or cleaning of vehicles." Wage Order, § 2(P). At all relevant times during the applicable limitations period, the Employers,

Ladher, and all of the Aggrieved Employees were covered by the Wage Order because the LTD Employers provided transportation services to their customers and Ladher, and other Aggrieved Employees worked as truck drivers. Accordingly, Ladher and all of the other Aggrieved Employees are entitled to the protections the Wage Order provides.

Failure To Pay Wages For All Hours Worked At The Correct
Rates of Pay
(Lab. Code §§ 1194, 1197, and 1198)

Under Labor Code section 1197, “The minimum wage for employees fixed by the commission is the minimum wage to be paid to employees, and the payment of a less wage than the minimum so fixed is unlawful.”

In relevant part, section 2(H) of the Wage Order states,

“Hours worked” means the time during which an employee is subject to the control of an employer, and includes all the time the employee is suffered or permitted to work, whether or not required to do so[.]

In relevant part, Labor Code section 1194 states:

- (a) Notwithstanding any agreement to work for a lesser wage, any employee receiving less than the legal minimum wage or the legal overtime compensation applicable to the employee is entitled to recover in a civil action the unpaid balance of the full amount of this minimum wage or overtime compensation, including interest thereon, reasonable attorney’s fees, and costs of suit.

In relevant part, Labor Code section 510 states:

Any work in excess of eight hours in one workday and any work in excess of 40 hours in any one workweek and the first eight hours worked on the seventh day of work in any one workweek shall be compensated at the rate of no less than one and one-half times the regular rate of pay for an employee. Any work in excess of 12 hours in one day shall be compensated at the rate of no less than twice the regular rate of pay for an employee. In addition, any work in excess of

eight hours on any seventh day of a workweek shall be compensated at the rate of no less than twice the regular rate of pay of an employee.

Labor Code § 1198 prohibits employers from employing their employees under conditions prohibited by the Wage Order.

In conjunction, these provisions of the Labor Code require employers to pay employees no less than their agreed-upon or statutorily mandated wage rates for all hours worked, including hours spent working “off-the-clock” (before punching in or after punching out on a time clock) when the employer knew or reasonably should have known that employees were working during those hours. *Morillion v. Royal Packing Co.* (2000) 22 Cal.4th 575, 585.

LDT required Ladher and the other Aggrieved Employees to work off the clock and during their off days. LDT required Ladher and the other Aggrieved Employees to respond to communications from dispatch and their managers during their off days.

At all relevant times during the applicable limitations period, the Employers failed to compensate Ladher and all of the other Aggrieved Employees for all hours worked, including, but not limited to minimum and regular wages for all hours they worked at the correct rates of pay. Accordingly, Ladher now seeks civil penalties on behalf of himself and all of the other Aggrieved Employees as follows:

1. \$100 for each aggrieved employee for each initial violation of Labor Code § 1194, and \$200 for each aggrieved employee for each subsequent violation, per pay period (penalties set by Labor Code § 2699(f)(2));
2. \$100 for each underpaid aggrieved employee for each initial violation of Labor Code § 1197, and \$250 for each underpaid aggrieved employee for each subsequent violation per pay period (regardless of whether the initial violations were intentionally committed), in addition to an amount sufficient to recover underpaid wages, liquidated damages pursuant to Section 1194.2, and any applicable penalties imposed pursuant to Section 203 (penalties set by Labor Code § 1197.1) and

3. \$100 for each aggrieved employee for each initial violation of Labor Code § 1198, and \$200 for each aggrieved employee for each subsequent violation, per pay period (penalties set by Labor Code § 2699(f)(2)).

Failure to Reimburse for Expenses
(Lab. Code §§ 1198 and 2802)

In pertinent part, Labor Code § 2802(a) states, “An employer shall indemnify his or her employee[s] for all necessary expenditures incurred by the employee in direct consequence of the discharge of his or her duties.”

Additionally, the Wage Order states,

- (A) When uniforms are required by the employer to be worn by the employee as a condition of employment, such uniforms shall be provided and maintained by the employer.

...

- (B) When tools or equipment are required by the employer or are necessary to the performance of a job, such tools and equipment shall be provided and maintained by the employer, except that an employee whose wages are at least two (2) times the minimum wage provided herein may be required to provide and maintain hand tools and equipment customarily required by the trade or craft.

Wage Order, §§ 9(A) and (B).

Labor Code Section 1198 prohibits an employer from employing any person under conditions that violate the Wage Order.

As described above, the LTD Employers required Ladher and all of the other Aggrieved Employees to incur certain business expenses in the course of performing their duties. The LTD Employers required Ladher and all of the other Aggrieved Employees to supply mobile phones, and related items to perform their job duties. However, the LTD Employers did not provide these items and did not reimburse Ladher and the other Aggrieved Employees for these items. Ladher and the other Aggrieved Employees used

their personal cellphone to communicate with dispatch regarding their work assignments. Accordingly, Ladher seeks civil penalties for these Labor Code violations that the LTD Employers have committed against him and all of the other Aggrieved Employees as follows:

1. \$100 for each aggrieved employee for each initial violation of Labor Code section 2802, and \$200 for each aggrieved employee for each subsequent violation, per pay period (penalties set by Labor Code section 2699(f)(2)); and
2. \$100 for each aggrieved employee for each initial violation of Labor Code section 1198, and \$200 for each aggrieved employee for each subsequent violation, per pay period (penalties set by Labor Code section 2699(f)(2)).

Failure to Provide Accurate Wage Statements
(Lab. Code § 226)

Labor Code section 226(a) requires an employer to provide an employee, either semi-monthly or at the time of each wage payment, with an accurate and itemized written wage statement that shows:

1. Gross wages earned;
2. Total hours worked by the employee, except for any employee whose compensation is solely based on a salary and who is exempt from payment of overtime under subdivision (a) of Section 515 or any applicable order of the Industrial Welfare Commission;
3. The number of piece rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis;
4. All deductions, provided that all deductions made on written orders of the Employee may be aggregated and shown as one item;
5. Net wages earned;
6. The inclusive dates of the period for which the employee is paid;

7. The name of the employee and his or her social security number, except that by January 1, 2008, only the last four digits of his or her social security number or an employee identification number other than a social security number may be shown on the itemized statement;
8. The name and address of the legal entity that is the employer; and
9. All applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee.

At all relevant times during the applicable limitations period, the LTD Employers violated Labor Code section 226 because they did not properly, completely, and accurately itemize each Aggrieved Employee's gross wages earned, net wages earned, the total hours worked, the corresponding number of hours worked at each rate by the Aggrieved Employee and other requirements of Labor Code section 226. The LTD Employers failed to state in the wage statements they issued to Ladher and all of the other Aggrieved Employees all their hours worked and wages earned, including, but not limited to, regular wages for work they performed off-the-clock after clocking-out (as described above). The LTD Employers knowingly and intentionally failed to state on the wage statements they issued to Ladher and all of the other Aggrieved Employees the earned but unpaid wages described above. The wage statements do not state all minimum wages earned, all regular wages earned, all hours worked at each rate of pay, and other required information. More importantly, LTD failed to state the hours worked on the wage statements it issued to Ladher and the other Aggrieved Employees. Accordingly, Ladher seeks civil penalties for the Labor Code violations that the LTD Employers have committed against him and all of the other Aggrieved Employees as follows: \$250 for each aggrieved employee for each initial violation of Labor Code section 226(a), and \$1,000 for each aggrieved employee for each subsequent violation (penalties set by Labor Code section 226.3).

Failure to Timely Pay Wages During Employment
(Lab. Code § 204)

Labor Code section 204 states all wages (other than those mentioned in Labor Code sections 201 and 202) earned by any person in any employment are due and payable twice during each calendar month, on days designated in advance by the employer as

the regular paydays. Labor performed between the 1st and 15th days, inclusive, of any calendar month shall be paid for between the 16th and the 26th day of the month during which the labor was performed, and labor performed between the 16th and the last day, inclusive, of any calendar month, shall be paid for between the 1st and 10th day of the following month. In addition, all wages for work performed in excess of the normal work period must be paid by no later than the following regular payday.

The LDT Employers failed to compensate Ladher and all the other Aggrieved Employees for wages earned, including minimum wages, regular wages, and related compensation, at the intervals stated above. As a result, the LTD Employers failed to timely pay all earned wages due during employment within the time periods set by Labor Code section 204. Accordingly, Ladher now seeks civil penalties for the Labor Code violations that the LTD Employers have committed against him and all of the other Aggrieved Employees as follows: \$100 for each aggrieved employee for each initial violation of Labor Code section 204, and \$200 for each aggrieved employee for each subsequent violation, plus 25% of the amount unlawfully withheld from each aggrieved employee (penalties set by Labor Code section 210).

Failure to Timely Pay Wages Upon Termination of Employment
(Lab. Code §§ 201-203)

Under Labor Code § 2019, if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately. Under § 202, if an employee not having a written contract for a definite period quits his or her employment, his or her wages shall become due and payable not later than 72 hours thereafter, unless the employee has given 72 hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting. Notwithstanding any other provision of law, an employee who quits without providing a 72-hour notice shall be entitled to receive payment by mail if he or she so requests and designates a mailing address. *Id.* The date of the mailing shall constitute the date of payment for purposes of the requirement to provide payment within 72 hours of the notice of quitting. *Id.*

Under Labor Code § 203, if an employer willfully fails to pay without abatement or reduction, in accordance with §§ 201 and 202, the wages of an employee who is discharged or who quits, the wages of the employee shall continue as a penalty from

the due date thereof at the same rate until paid or until an action therefor is commenced; but the wages shall not continue for more than 30 days.

The LDT Employers failed to pay Ladher and all of the other Aggrieved Employees whose employment ended all of the earned but unpaid wages described above by the conclusion of their employment with Ladher, including minimum wages, regular wages, and related compensation. By failing to pay Ladher and all of the other Aggrieved Employees as set forth above at the end of employment, the LTD Employers are liable for violations of Labor Code §§ 201, 202, and 203. Accordingly, on behalf of himself and all of the other Aggrieved Employees, Ladher seeks civil penalties from the LTD Employers as follows:

1. For violations of Labor Code § 201, \$100 per aggrieved employee for each of the pay periods in which initial violations of § 201 occurred, and \$200 per aggrieved employee per pay period in which subsequent violations of § 201 occurred (penalties set by Labor Code § 2699(f)(2));
2. For violations of Labor Code § 202, \$100 per aggrieved employee for each of the pay periods in which initial violations of § 202 occurred, and \$200 per aggrieved employee per pay period in which subsequent violations of § 202 occurred (penalties set by Labor Code § 2699(f)(2)); and
3. For violations of Labor Code § 203, \$100 per aggrieved employee for each of the pay periods in which initial violations of § 203 occurred, and \$200 for per aggrieved employee per pay period in which subsequent violations of § 203 occurred (penalties set by Labor Code § 2699(f)(2)).

///

LWDA / the LDT Employers
Re: Gurdip Ladher
April 19, 2024
Page 11 of 11

Conclusion

As noted above, this letter constitutes the required notice under the Labor Code Private Attorneys General Act of 2004. Please be advised that Gurdip Ladher will seek both reasonable attorneys' fees and costs under Labor Code section 2699(g)(1) in a civil action should the LWDA decline to pursue this matter. This letter also serves as a formal notice under the catalyst theory and Code of Civil Procedure section 1021.5 to resolve this matter before litigation.

Sincerely,



David Glenn Spivak Esq.

david@spivaklaw.com

cc: Mr. Gurdip Ladher

Mr. Walter L. Haines Esq.
United Employees Law Group
8605 Santa Monica Bl.
PMB 63354
West Hollywood CA 90069
walter@uelglaw.com

LDT Transport Inc
c/o Mr. Michael J. Farley, Esq.
Law Office of Michael J. Farley, A Professional Corporation
401 Watt Avenue
Sacramento, CA 95864
michaeljfarley@gmail.com

PROOF OF SERVICE

State of California,
County of Los Angeles

1. I am a citizen of the United States and am employed in the County of Los Angeles, State of California. I am over the age of 18 years, and not a party to the within action. My business address is 1801 Century Park East 25th Fl Los Angeles CA 90067.

2. I am familiar with the practice of The Spivak Law Firm, for collection and processing of correspondence for mailing with the United States Postal Service. It is the practice that correspondence is deposited with the United States Postal Service the same day it is submitted for mailing.

On July 5, 2024, I served the foregoing document described as **FIRST AMENDED CLASS ACTION COMPLAINT** on interested parties by placing a true and correct copy thereof enclosed in a sealed envelope, with postage fully prepaid, addressed as follows:

ATTORNEY FOR LDT TRANSPORT, INC.

Michael J. Farley, Esq.
Law Office of Michael J. Farley, APC
401 Watt Avenue Sacramento
Sacramento CA 95864
michaeljfarley@gmail.com

XXXX (BY EMAIL) I caused the documents to be sent to the persons at the electronic service address(es) listed above from my electronic service nazie@spivaklaw.com.

EXECUTED on July 5, 2024, at Fresno, California.

XXXX (State) I declare under penalty of perjury under the laws of the State of California that the above is true and correct.



NAZIE ELENA BAHARLOO



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