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Superior Court of California  
Los Angeles

MAR 24 2016

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7 AARON GONZALES

8 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
9 FOR THE COUNTY OF LOS ANGELES

By Fax

11 AARON GONZALES,  
12 Plaintiff,  
13 vs.  
14 MV PUBLIC TRANSPORTATION,  
15 Inc., a corporation; MV  
16 TRANSPORTATION, INC., a  
17 corporation; MV TRANSPORTATION  
18 TECHNOLOGIES, INC., a corporation;  
19 CLARENCE MICHAEL STEWMAN,  
20 an individual, and DOES 1 through 50,  
21 inclusive,  
22 Defendants.

CASE NO. **BC 6 1 4 8 7 3**

COMPLAINT FOR DAMAGE:

1. VIOLATION OF CALIFORNIA LABOR CODE SECTION 1102.5
2. VIOLATION OF CALIFORNIA LABOR CODE SECTION 98.6
3. VIOLATION OF LABOR CODE SECTION 970 *et seq.*
4. FAILURE TO PAY WAGES [Cal. Labor Code Section 200, *et seq.*]
5. BREACH OF EMPLOYMENT CONTRACT
6. BREACH OF COVENANT OF GOOD FAITH AND FAIR DEALING
7. FRAUD & DECEIT
8. PROMISSORY ESTOPPEL
9. NEGLIGENT REPRESENTATION
10. WRONGFUL TERMINATION IN VIOLATION OF PUBLIC POLICY
11. FAILURE TO FURNISH ACCURATE WAGE STATEMENTS [Cal. Labor Code Section 226]
12. INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS
13. NEGLIGENT INFLICTION OF EMOTIONAL DISTRESS
14. FAILURE TO REIMBURSE EXPENSES [Cal. Labor Code Section 2802]

**DEMAND FOR TRIAL BY JURY**

1 Plaintiff AARON GONZALES (hereinafter “MR. GONZALES” or “PLAINTIFF”), as  
2 an individual, complains and alleges as follows:

3 **JURISDICTION AND VENUE**

4 1. The Court has personal jurisdiction over the defendants because they are residents  
5 of and/or are doing business in the State of California.

6 2. Venue is proper in this county in accordance with Section 395(a) and 395.5 of the  
7 California Code of Civil Procedure because the principal place of business in California of MV  
8 TRANSPORTATION (defined below) is unknown to Plaintiff following a diligent search. In the  
9 alternative, venue is appropriate in this county in accordance with Section 395(a) and Section  
10 395.5 of the California Code of Civil Procedure because defendants’ principal place of business,  
11 or that of some of them, is in Los Angeles County, California.

12 **PARTIES**

13 3. Mr. GONZALES is a resident of Los Angeles County, California and worked in  
14 Alameda County, California and Dallas County, Texas at relevant times during the events  
15 alleged herein.

16 4. MV PUBLIC TRANSPORTATION, INC.; MV TRANSPORTATION, INC.; and  
17 MV TRANSPORTATION TECHNOLOGIES, INC. (collectively “MV TRANSPORTATION”)  
18 are corporations headquartered in Dallas County, Texas that have offices and do business in  
19 California, including in Los Angeles County. Following a diligent search, the principal place of  
20 business of MV TRANSPORTATION in California, if one exists, is unknown to PLAINTIFF.  
21 In the alternative, the principal place of business of MV PUBLIC TRANSPORTATION, INC.;  
22 MV TRANSPORTATION, INC.; and MV TRANSPORTATION TECHNOLOGIES, INC., or  
23 that of some of them, on information and belief, is Los Angeles County. MV  
24 TRANSPORTATION provides passenger transportation via fixed-route, paratransit (for people  
25 with disabilities) and school buses. MV TRANSPORTATION contracts primarily with  
26 government entities across the U.S. and Canada and provides consulting services world-wide.  
27 MV TRANSPORTATION boasts annual revenues of \$1,000,000,000.00 (one billion dollars) and  
28

operates nearly 10,000 transit vehicles and employs more than 16,500 transit professionals.<sup>1</sup>

5. DOES 1 through 25, and each of them, are, and at all times herein mentioned were, limited liability companies, corporations or other business entities qualified to and doing business in the State of California. MV PUBLIC TRANSPORTATION, INC.; MV TRANSPORTATION, INC.; and MV TRANSPORTATION TECHNOLOGIES, INC. and DOES 1 - 25 are collectively referred to as the "CORPORATE DEFENDANTS".

6. CLARENCE MICHAEL STEWMAN is a Regional Vice President of MV TRANSPORTATION, who, on information and belief, at pertinent times worked in San Leandro, Alameda County, California and whose residence is in the State of California, in a County unknown to Plaintiff.

7. The true names and capacities, whether corporate, associate, individual or otherwise of defendants DOES 1 through 50, inclusive, are unknown to MR. GONZALES, who therefore sues said defendants by such fictitious names. Each of the defendants designated herein as a DOE is negligently or otherwise legally responsible in some manner for the events and happenings herein referred to and caused injuries and damages proximately thereby to MR. GONZALES, as herein alleged. MR. GONZALES will seek leave of Court to amend this Complaint to show their names and capacities when the same have been ascertained.

#### **FACTS COMMON TO ALL CAUSES OF ACTION**

8. Prior to joining MV TRANSPORTATION, MR. GONZALES had a successful career working in sales and transportation across various industries. Most recently, prior to working for Defendants, MR. GONZALES was employed as a Vice President of Safety and Risk Management at Global Paratransit, which is located in Gardena, California.

9. In 2013, MV TRANSPORTATION, through a representative, reached out to MR. GONZALES to encourage him to consider leaving his successful career at Global Paratransit and apply for an opening at MV TRANSPORTATION based out of Dallas, Texas. MR. GONZALES was offered the position and accepted the position.

<sup>1</sup> **Error! Main Document Only.** See MV Transportation homepage: [http://www.mvtransit.com/sites/default/files/MV%20Fast%20Facts%20Doc\\_updated%2005-29-14.pdf](http://www.mvtransit.com/sites/default/files/MV%20Fast%20Facts%20Doc_updated%2005-29-14.pdf)

1           10.     In approximately January 2014, MR. GONZALES began to work for MV  
2 TRANSPORTATION as Area Safety Director, based in Dallas, Texas, at a salary of  
3 approximately \$100,000 per year, plus benefits. In this position, MR. GONZALES was  
4 responsible for eight MV TRANSPORTATION locations throughout Texas and Colorado. MR.  
5 GONZALES' primary job duties involved traveling to field offices to manage the overall safety  
6 performance and compliance with local, state, and federal regulations.

7           11.     In this position, MR. GONZALES was highly successful. MR.  
8 GONZALES improved the Total Accident Frequency Rate for his region by approximately 13%  
9 over the previous year. This resulted in a decrease in over 50% of insurance claims by third  
10 parties against MV TRANSPORTATION in Mr. GONZALES' region. This decrease resulted in  
11 a savings of over \$500,000 to MV TRANSPORTATION in 2014.

12           12.     MR. GONZALES also improved the Preventable Accident Frequency Rate per  
13 100,000 miles by 27.02% over the prior year in his region. Third-party preventable insurance  
14 claims resulting from these accidents declined by over 50% and resulted in over \$350,000 in  
15 savings for 2014 under MR. GONZALES' leadership.

16           13.     MR. GONZALES also improved the drive-camera coaching effectiveness (a  
17 measure of risky behaviors by drivers which are captured by a built-in camera system) from 75%  
18 to 90%. This resulted in a decrease in risky behaviors on the road by vehicle operators within his  
19 region.

20           14.     MR. GONZALES also established a new vehicle operator's skills course at the  
21 Houston, Texas division of MV TRANSPORTATION which became a model followed by other  
22 regions and even some MV TRANSPORTATION clients.

23           15.     Based on MR. GONZALES' outstanding performance while based in Dallas,  
24 Texas, Lisa King, MV TRANSPORTATION'S Director of Corporate Recruiting, suggested that  
25 MR. GONZALES apply for a promotion – to a General Manager position opening in MV  
26 TRANSPORTATION'S San Leandro, California office.

27           16.     Pursuant to Ms. King's suggestion, MR. GONZALES submitted his resume to  
28 show his interest in the job opening, and received a response from CLARENCE MICHAEL

1 STEWMAN, (“MR. STEWMAN”), Regional Vice President of MV TRANSPORTATION  
2 based in or near San Leandro, California. MR. STEWMAN emailed MR. GONZALES to say  
3 that he was impressed by MR. GONZALES’ resume, and was interested in setting up an in-  
4 person interview. On or about February 26, 2015, MR. GONZALES met with MR. STEWMAN  
5 and Harley Kemper (one of MV TRANSPORTATION’s floating general managers) in the San  
6 Leandro, California office of MV TRANSPORTATION to interview for the position.

7 17. MR. STEWMAN informed MR. GONZALES that he (MR. STEWMAN) was  
8 impressed by MR. GONZALES’ qualifications and, at the end of the interview, told MR.  
9 GONZALES that he (MR. GONZALES) would be receiving an offer letter soon. MR.  
10 STEWMAN then asked MR. GONZALES how quickly he would be able to start work at the San  
11 Leandro, California office. MR. GONZALES stated that he was interested in the new position  
12 and could start soon, but had already scheduled and been approved by MV  
13 TRANSPORTATION to take an upcoming vacation and he wanted to keep his pre-approved  
14 vacation dates from approximately March 20, 2015 to April 5, 2015. MR. STEWMAN and MR.  
15 GONZALES also discussed what MR. GONZALES’ compensation would be in the General  
16 Manager position and, among other things, MR. STEWMAN expressly stated that MR.  
17 GONZALES would receive the General Manager bonus (assuming MR. GONZALES hit the  
18 Company’s revenue target) starting in the second quarter of 2015. At the time that he made this  
19 offer, MR. STEWMAN’S representations regarding the kind, character, existence, and/or  
20 compensation for work were knowingly false and/or made with reckless disregard for the truth of  
21 the matter asserted therein.

22 18. MR. STEWMAN, on behalf of MV TRANSPORTATION, initially offered MR.  
23 GONZALES a salary of approximately \$130,000 plus immediate participation in the Company’s  
24 General Manager bonus plan (starting in the second quarter of 2015). At the time that he made  
25 this offer, MR. STEWMAN’S representations regarding the kind, character, existence, and/or  
26 compensation for work were knowingly false and/or made with reckless disregard for the truth of  
27 the matter asserted therein.

1           19.     Over the next couple of weeks, MR. STEWMAN and MR. GONZALES  
2 corresponded by e-mail regarding the terms of MV TRANSPORTATION’S offer including MR.  
3 STEWMAN’S guarantee that MR. GONZALES would immediately participate in the  
4 Company’s General Manager bonus plan (starting in the second quarter of 2015). Indeed, on or  
5 about March 6, 2015, MR. STEWMAN wrote to Mr. GONZALES via e-mail and represented  
6 “your bonus eligibility would start in Q2 [the second quarter of 2015]” and that the General  
7 Manager bonus would be provided to him (MR. GONZALES) upon obtaining a profit of  
8 \$125,000 or more per quarter for his location. At the time that he made this offer, MR.  
9 STEWMAN’S representations regarding the kind, character, existence, and/or compensation for  
10 work were knowingly false and/or made with reckless disregard for the truth of the matter  
11 asserted therein.

12           20.     After some negotiations, on or about March 12, 2015 MR. STEWMAN offered  
13 the General Manager position in MV TRANSPORTATION’S San Leandro, California office to  
14 MR. GONZALES with an increased compensation package – an annual salary of \$147,500.00  
15 plus benefits, and participation in the General Manager bonus plan, effective March 13, 2015.  
16 At the time that he made this offer, MR. STEWMAN’S representations regarding the kind,  
17 character, existence, and/or compensation for work were knowingly false and/or made with  
18 reckless disregard for the truth of the matter asserted therein.

19           21.     On or about March 17, 2015, MR. GONZALES accepted the offer to move to the  
20 San Leandro, California office and assume the position of General Manager. MR. GONZALES  
21 accepted this offer in reliance on MR. STEWMAN’S oral and written representations that MR.  
22 GONZALES would be eligible for immediate participation in the General Manager bonus plan  
23 (starting in the second quarter of 2015 effective March 13, 2015), provided he met the quarterly  
24 profit goal of \$125,000 for his location. At the time that he made this offer, MR. STEWMAN’S  
25 representations regarding the kind, character, existence, and/or compensation for work were  
26 knowingly false and/or made with reckless disregard for the truth of the matter asserted therein.

27           22.     MR. GONZALES’ duties in Texas had ceased by mid-March, 2015, and MR.  
28 GONZALES began working on assignments for his new General Manager position as early as

1 March 17, 2015. Although Mr. GONZALES was still physically based in Texas at the time, he  
2 began working on projects for the San Leandro, California office and it was understood by MR.  
3 GONZALES, MR. STEWMAN, and others that MR. GONZALES was then considered the  
4 General Manager of the San Leandro location effective immediately, based on the offer letter  
5 from MR. STEWMAN and MR. GONZALES' acceptance.

6 23. A true and correct copy of the offer letter is attached hereto as **Exhibit A**. This  
7 letter confirms that MR. GONZALES' promotion was effective retroactively to March 13, 2017  
8 upon MR. GONZALES' acceptance, which took place on March 17, 2015.

9 24. As discussed with and agreed to by MR. STEWMAN, MR. GONZALES took his  
10 pre-scheduled vacation from on or about March 20, 2015 until on or about April 6, 2015.

11 25. MR. GONZALES began physically working out of the San Leandro, California  
12 office starting on or about April 7, 2015. While MR. GONZALES became General Manager  
13 effective March 13, 2015, or March 17, 2015 at the very latest, MV TRANSPORTATION did  
14 not increase his salary to the new rate of pay until on or about April 7, 2015.

15 26. As General Manager at the San Leandro, California location, MR. GONZALES  
16 improved upon the profitability of his predecessor. MR. GONZALES improved relationships  
17 with clients, and was part of the team that secured renewal of an important contract with the City  
18 of Fremont, California. MR. GONZALES also secured two new contracts to provide  
19 transportation services in his area. MR. GONZALES also implemented strategies that reduced  
20 on the job injuries as well as accidents by vehicle operators. MR. GONZALES also improved  
21 the physical infrastructure of MV TRANSPORTATION's San Leandro office.

22 27. In his new position as General Manager, MR. GONZALES also received praise  
23 from MR. STEWMAN, COO/ President, Kevin Klika, CEO Brian Kibby, Chief of Staff for  
24 Operations John Siragusa and MV TRANSPORTATION clients for improvements in client-  
25 relations, fulfilling contractual obligations, improving safety and positive profitability in spite of  
26 issues carried over from MR. GONZALES' predecessor.

27 28. MR. GONZALES fully expected to receive his second quarter 2015 (April – June  
28 2015) bonus, based on MR. STEWMAN'S oral and written representations, promises and

1 guarantees, and the fact that he obtained well over \$125,000 in profit for his location during the  
2 quarter.

3 29. However, MV TRANSPORTATION did not provide MR. GONZALES with the  
4 second-quarter 2015 bonus to which he was entitled. The bonus should have been at least  
5 \$10,000 for the second quarter, based on the General Manager bonus plan.

6 30. In late-August 2015, MR. GONZALES realized that his colleagues had received  
7 their bonus but he had not. Thus, MR. GONZALES then inquired with MR. STEWMAN about  
8 the second-quarter 2015 bonus. MR. STEWMAN confirmed that MR. GONZALES would be  
9 receiving the second-quarter 2015 General Manager bonus and said words to the effect of, "don't  
10 worry about it – it will be taken care of." At the time that he made this statement, MR.  
11 STEWMAN'S representation, was knowingly false and/or made with reckless disregard for the  
12 truth of the matter asserted therein. In reliance on this statement, MR. GONZALES refrained  
13 from evaluating his options which ranged from complaining to higher level MV  
14 TRANSPORTATION officials to beginning a job search for a new employer -- options he would  
15 would have considered had he known that MV TRANSPORATION was not going to pay him  
16 the compensation to which he had been promised and for which he was contractually owed.

17 31. When the expected bonus did not materialize following MR. STEWMAN'S  
18 assurances, MR. GONZALES repeated his requests to MR. STEWMAN on several occasions in  
19 late-August 2015. After assuring MR. GONZALES, on several occasions, that he would be  
20 receiving the second-quarter 2015 General Manager bonus, MR. STEWMAN appeared to  
21 become frustrated with MR. GONZALES' repeated inquiries regarding the status of his unpaid  
22 second-quarter 2015 General Manager bonus and MR. GONZALES' insistence on getting his  
23 then due and owing bonus as promised. Eventually, MR. STEWMAN stopped responding to  
24 inquiries from MR. GONZALES about the bonus, and stated in an angry and flustered manner,  
25 "you will get paid!" so as to make it clear that MR. GONZALES should stop inquiring about the  
26 due and owing but unpaid bonus. At the time that he made this statement, MR. STEWMAN'S  
27 representation, was knowingly false and/or made with reckless disregard for the truth of the  
28 matter asserted therein. In reliance on this statement, MR. GONZALES refrained from

1 evaluating his options which ranged from complaining to higher level MV TRANSPORTATION  
2 officials to beginning a job search for a new employer -- options he would would have  
3 considered had he known that MV TRANSPORATION was not going to pay him the  
4 compensation to which he had been promised and for which he was contractually owed.

5 32. On or about September 3, 2015, MR. STEWMAN forwarded a chain of e-mails to  
6 MR. GONZALES, showing that MV TRANSPORTATION had decided to *not* pay MR.  
7 GONZALES the unpaid but due and owing promised bonus. The chain of e-mails showed that  
8 MV TRANSPORTATION was now backtracking on the \$125,000 quarterly profit goal for  
9 eligibility for the General Manager bonus that MR. STEWMAN had represented to MR.  
10 GONZALES. Rather, MV TRANSPORTATION was illegally retroactively increasing MR.  
11 GONZALES' quarterly profit goal from \$125,000 to \$275,000.

12 33. The chain of e-mails also showed that MV TRANSPORTATION was illegally  
13 retroactively taking the position that MR. GONZALES was not eligible for the second-quarter  
14 bonus because he allegedly did not start his new position until after the start of the second-  
15 quarter. Put differently, MV TRANSPORTATION now claimed that MR. GONZALES started  
16 his position on April 7, 2015 but needed to have started by April 1, 2015 to be eligible for the  
17 second quarter bonus – in contravention of MR. STEWMAN'S prior promises on which MR.  
18 GONZALES had relied in deciding to accept the new position in San Leandro, California.

19 34. Unhappy with the news that MV TRANSPORTATION was not planning to pay  
20 MR. GONZALES the promised bonus (that was then due and owing to him), MR. GONZALES  
21 complained to the Company's Chief Operating Officer and President, Kevin Klika, regarding the  
22 Company's failure to pay the unpaid but due and owing bonus. MR. GONZALES wrote to Mr.  
23 Klika on or about September 3, 2015 that there is "an issue" with the bonus, because contrary to  
24 what MR. GONZALES was promised, MV TRANSPORTATION now did not want to fulfill its  
25 obligations.

26 35. Several days later, Mr. Klika responded by e-mail – copying Jerrett Andrews, MV  
27 TRANSPORTATION's Chief Human Resource Officer – that MR. STEWMAN'S  
28 representations were incorrect, and that MR. GONZALES was not eligible for the Second

1 Quarter 2015 bonus, despite not only having accepted the General Manager position in March  
2 2015 but also beginning work in the General Manager's position in March 2015.

3 36. Over the next several days in September 2015 MR. GONZALES renewed his  
4 complaints to Mr. Klika and Mr. Andrews that he was being underpaid and had been lied to in  
5 the negotiations that induced him to accept the General Manager position and move from Texas  
6 to California. After continued correspondence, on or about September 11, 2015 Mr. Klika and  
7 Mr. Andrews made it clear that they would not reconsider MR. GONZALES' complaints  
8 regarding his bonus.

9 37. Approximately one week later on or about September 18, 2015, MV  
10 TRANSPORTATION Human Resources Director Kelley Roberson and Vice President of  
11 Operations John Siragusa pretextually alleged that MR. GONZALES had instructed staff to  
12 falsify training documents, which is categorically false.

13 38. On or about September 21, 2015 MR. STEWMAN and Ms. Roberson placed MR.  
14 GONZALES on administrative leave.

15 39. On or about September 28, 2015, MR. GONZALES met with MR. STEWMAN,  
16 who informed MR. GONZALES that he was being fired effective immediately due to the  
17 purported allegations that MR. GONZALES had instructed staff to falsify training documents.

18 40. MR. GONZALES' firing was only two days before the end of the Third Quarter  
19 of calendar year 2015, and once again prevented MR. GONZALES from receiving the General  
20 Manager bonus, which he would have received had he continued to be employed an additional  
21 two days through September 30, 2015.

22 41. After MR. GONZALES was fired, MV TRANSPORTATION's unlawful  
23 treatment of him did not end. Rather, MV TRANSPORTATION illegally failed to reimburse  
24 him for his monthly cell phone allowance for September 2015, and owes MR. GONZALES \$100  
25 as a result.

26 \\\

27 \\\

28 \\\

1 **FIRST CAUSE OF ACTION**

2 **VIOLATION OF CAL. LABOR CODE § 1102.5**

3 (Against All Corporate Defendants and DOES 1 through 50)

4 42. MR. GONZALES realleges and incorporates by reference paragraphs 1 through  
5 41, as though set forth in full.

6 43. As alleged herein and in violation of California Labor Code Section 1102.5,  
7 defendants, and each of them, retaliated against MR. GONZALES for disclosing information, or  
8 because defendants believed that MR. GONZALES had disclosed or that he would disclose  
9 information, to a government or law enforcement agency, to a person with authority over the him  
10 and/or another employee who has the authority to investigate, discover, or correct the violation  
11 or noncompliance, and MR. GONZALES had reasonable cause to believe that the information so  
12 disclosed, or believed to be disclosed, constituted a violation of state and/or federal statutes,  
13 and/or local, state, and/or federal rules and/or regulations including, among other laws, activities  
14 would result in a violation of various state and federal statutes and regulations including the  
15 following: (1) Section 200 *et. seq.* of the California Labor Code; (2) Section 970 *et. seq.* of the  
16 California Labor Code; (3) Sections 1571 and 1572 of the California Civil Code; (4) Sections  
17 1709 and 1710 of the California Civil Code; and (5) various other California and Federal  
18 statutes, regulations and codes.

19 44. Defendants' conduct as alleged above constituted unlawful retaliation in  
20 employment on account of Plaintiff's protected activity in violation of California Labor Code  
21 section 1102.5 *et seq.*

22 45. By the aforesaid acts and omissions of defendants, and each of them, MR.  
23 GONZALES has been directly and legally caused to suffer actual damages including, but not  
24 limited to, loss of earnings, reliance damages, costs of suit and other pecuniary loss in an amount  
25 not presently ascertained, but to be proven at trial.

26 46. As a further direct and legal result of the acts and conduct of defendants, and each  
27 of them, as aforesaid, MR. GONZALES has been caused to and did suffer and continues to  
28 suffer severe emotional and mental distress, anguish, humiliation, shame, embarrassment, fright,

1 shock, pain, discomfort and anxiety. MR. GONZALES does not know at this time the exact  
2 duration or permanence of said injuries, but is informed and believes, and thereon alleges, that  
3 some if not all of the injuries are reasonably certain to be permanent in character.

4 47. MR. GONZALES is informed and believes and thereon alleges that the  
5 defendants, and each of them, by engaging in the aforementioned acts and/or in authorizing  
6 and/or ratifying such acts, engaged in willful, malicious, fraudulent, intentional, oppressive and  
7 despicable conduct, and acted with willful and conscious disregard of the rights, welfare and  
8 safety of MR. GONZALES, thereby justifying the award of punitive and exemplary damages in  
9 an amount to be determined at trial.

10 48. The aforesaid acts and omissions of defendants, and each of them, justify the  
11 imposition of any and all civil penalties pursuant to Cal. Labor Code § 1102.5(f).

12 49. As a result of Defendants' conduct as alleged herein MR. GONZALES is entitled  
13 to reasonable attorneys' fees and costs of suit as provided in Section 1021.5 of the California  
14 Civil Procedure Code.

15  
16  
17 **SECOND CAUSE OF ACTION**

18 **VIOLATION OF CALIFORNIA LABOR CODE § 98.6**

19 (Against All Corporate Defendants and DOES 1 through 50)

20 50. MR. GONZALES realleges and incorporates by reference paragraphs 1 through  
21 49, as though set forth in full.

22 51. Labor Code Section 98.6 provides that an employer shall not discharge,  
23 discriminate against or retaliate against an employee because the employee made a written or  
24 oral complaint that he or she is owed unpaid wages.

25 52. Throughout his employment, MR. GONZALES made repeated complaints, both  
26 written and oral, to Defendants, and each of them, that he was owed unpaid wages.

27 53. Shortly after MR. GONZALES made his last complaint to Defendants that he was  
28 owed unpaid wages, defendants retaliated against and fired MR. GONZALES. MR.

1 GONZALES discharge was in retaliation for his ongoing written and oral and written complaints  
2 that he was owed unpaid wages.

3 54. By the aforesaid acts and omissions of defendants, and each of them, MR.  
4 GONZALES has been directly and legally caused to suffer actual damages including, but not  
5 limited to, loss of earnings, reliance damages, costs of suit and other pecuniary loss in an amount  
6 not presently ascertained, but to be proven at trial.

7 55. As a further direct and legal result of the acts and conduct of defendants, and each  
8 of them, as aforesaid, MR. GONZALES has been caused to and did suffer and continues to  
9 suffer severe emotional and mental distress, anguish, humiliation, shame, embarrassment, fright,  
10 shock, pain, discomfort and anxiety. MR. GONZALES does not know at this time the exact  
11 duration or permanence of said injuries, but is informed and believes, and thereon alleges, that  
12 some if not all of the injuries are reasonably certain to be permanent in character.

13 56. MR. GONZALES is informed and believes and thereon alleges that the  
14 defendants, and each of them, by engaging in the aforementioned acts and/or in authorizing  
15 and/or ratifying such acts, engaged in willful, malicious, fraudulent, intentional, oppressive and  
16 despicable conduct, and acted with willful and conscious disregard of the rights, welfare and  
17 safety of MR. GONZALES, thereby justifying the award of punitive and exemplary damages in  
18 an amount to be determined at trial.

19 57. The aforesaid acts and omissions of defendants, and each of them, justify the  
20 imposition of any and all remedies and civil penalties pursuant to Cal. Labor Code § 98.6(b).

21 58. As a result of Defendants' conduct as alleged herein MR. GONZALES is entitled  
22 to reasonable attorneys' fees and costs of suit as provided in Section 1021.5 of the California  
23 Civil Procedure Code.

24 **THIRD CAUSE OF ACTION**

25 **VIOLATION OF LABOR CODE §§ 970 ET SEQ.**

26 (Against All Defendants)

27 59. MR. GONZALES realleges and incorporates by reference paragraphs 1 through  
28 58, as though set forth in full.



1 (Cal. Lab. Code §§ 200, *et seq.*)

2 (Against All Corporate Defendants and DOES 1 through 50)

3 67. MR. GONZALES realleges and incorporates by reference paragraphs 1 through  
4 66, as though set forth in full.

5 68. By the aforesaid acts and omissions of Defendants, and each of them, MR.  
6 GONZALES was deprived of the wages to which he was entitled pursuant to the California  
7 Labor Code, the California Industrial Welfare Commission's ("IWC") Wage Orders and other  
8 wage and hour laws.

9 69. In violation of Labor Code Sections 200 *et seq.* and other wage and hour laws,  
10 Defendants failed and refused to pay MR. GONZALES the wages due and payable to him,  
11 including all commissions earned by MR. GONZALES.

12 70. By the aforesaid acts and omissions of Defendants, MR. GONZALES has been  
13 directly and legally caused to suffer actual damages including, but not limited to, loss of earned  
14 wages owed to him by Defendants.

15 71. As a result of Defendants' willful failure to pay MR. GONZALES his wages as  
16 alleged herein, MR. GONZALES is entitled to an additional waiting time penalty in an amount  
17 equal to thirty days' of his regular rate of pay, as provided in Section 203 of the California Labor  
18 Code.

19 72. As a result of Defendants' failure to pay MR. GONZALES his wages, and other  
20 benefits, as alleged herein, MR. GONZALES is entitled to interest on his unpaid wages from the  
21 date they were due, as provided in Section 218.6 of the California Labor Code.

22 73. As a result of Defendants' failure to pay MR. GONZALES his wages, as alleged  
23 herein, MR. GONZALES is entitled to reasonable attorneys' fees and costs of suit, as provided  
24 in Section 218.5 of the California Labor Code.

25 **FIFTH CAUSE OF ACTION**

26 **BREACH OF EMPLOYMENT CONTRACT**

27 (Against All Corporate Defendants and DOES 1 through 50)



1           80.     MR. GONZALES realleges and incorporates by reference paragraphs 1 through  
2 79, as though set forth in full.

3           81.     Into every contract, the laws of the State of California imply a covenant of good  
4 faith and fair dealing which requires that neither party shall do anything which will injure the  
5 right of the other party to receive the benefits of the agreement. The covenant not only imposes  
6 upon each party the duty to refrain from doing anything which will render performance of the  
7 contract impossible by any act of his or her own, but also imposes the duty to do everything that  
8 the contract presupposes he or she will do to accomplish the purposes.

9           82.     As alleged herein, Defendants, and each of them, breached said covenant by  
10 committing the following acts, among others: (a) Misrepresenting to MR. GONZALES that he  
11 that would receive the Company's General Manager bonus (assuming that MR. GONZALES hit  
12 the Company's revenue target) and that MR. GONZALES would immediately participate in the  
13 Company's General Manager bonus plan (starting in the second quarter of 2015); (b)  
14 Misrepresenting to MR. GONZALES that the General Manager bonus would be provided to him  
15 upon his obtaining a profit of \$125,000 or more per quarter for his location (San Leandro,  
16 California); (c) Retroactively increasing MR. GONZALES' quarterly profit goal for his location  
17 (San Leandro, California) from \$125,000 to \$275,000; (d) Retroactively taking the position that  
18 MR. GONZALES was not eligible for the second-quarter bonus because he allegedly did not  
19 start his new position until after the start of the second-quarter; (e) Firing Mr. GONZALES two  
20 days before the end of the Third Quarter of calendar year 2015 because of his complaints about  
21 not receiving the Manager's Bonus for the Second Quarter of calendar year 2015 and for the  
22 purpose of preventing MR. GONZALES from receiving the General Manager bonus for the  
23 Third Quarter of calendar year 2015 which he would have received had he continued to be  
24 employed an additional two days through September 30, 2015; (f) Inducing MR. GONZALES to  
25 accept the San Leandro, California General Manager position based on misrepresentations and  
26 omissions; and (g) Impairing MR. GONZALES' right to receive the benefits to which he was  
27 entitled pursuant to his employment contract with Defendants.

1 83. By the aforesaid acts and omissions of the Defendants, MR. GONZALES has  
2 been directly and legally caused to suffer actual damages including, but not limited to, loss of  
3 earnings, reliance damages, costs of suit and other pecuniary loss not presently ascertained, in an  
4 amount to be proved at trial.

5 84. MR. GONZALES has been generally damaged in an amount within the  
6 jurisdictional limits of this Court.

7 **SEVENTH CAUSE OF ACTION**

8 **FRAUD & DECEIT**

9 (Against All Defendants)

10 85. MR. GONZALES realleges and incorporates by reference paragraphs 1 through  
11 84, as though set forth in full.

12 86. Defendants made false representations, false promises and material omissions to  
13 MR. GONZALES, including, among other things, that: (a) MR. GONZALES would receive the  
14 Company's General Manager bonus (assuming that MR. GONZALES hit the Company's revenue  
15 target); (b) MR. GONZALES would immediately participate in the Company's General Manager  
16 bonus plan (starting in the second quarter of 2015); (c) the General Manager bonus would be  
17 provided to him upon his obtaining a profit of \$125,000 or more per quarter for his location (San  
18 Leandro, California); (d) the Company secretly reserved the right to and/or planned to *not* give  
19 him the Manager's bonus even if he obtained a profit of \$125,000 or more per quarter for his  
20 location (San Leandro, California); (e) the Company secretly reserved the right to and/or planned  
21 to take the position that he would not participate in the Company's General Manager bonus plan  
22 until the third quarter of 2016; (f) the Company secretly reserved the right to and/or planned to  
23 retroactively increase the profit he needed to obtain in order to earn the Manager's bonus; and (g)  
24 the Company secretly reserved the right to and/or planned to fire him shortly before the  
25 completion of a quarter if he appeared likely to satisfy the profit goals for his location (San  
26 Leandro, California) so as to prevent him from getting the General Manager's bonus. These  
27 representations, promises and material omissions were made by Defendant STEWMAN, who is  
28

1 a Regional Vice President of MV TRANSPORTATION, from February 2015 through March  
2 2015.

3 87. The representations and promises made by Defendants to MR. GONZALES were  
4 false.

5 88. At the time Defendants made the aforementioned false representations and  
6 promises, they knew that their representations and promises were false, made them without  
7 belief in their veracity, without intention of fulfilling them and/or with reckless disregard as to  
8 their truth.

9 89. Defendants made these false representations, promises and omissions, and  
10 otherwise concealed material facts, with the intent to induce MR. GONZALES to accept  
11 Defendants' offer to become the General Manager of Defendant's San Leandro, California  
12 location.

13 90. MR. GONZALES, who had sought reassurance regarding his participation in the  
14 General Manager's Bonus program, believed that Defendants' representations and promises were  
15 true and was unaware that they were, in fact, false.

16 91. MR. GONZALES relied on Defendants' false representations, promises and  
17 material omissions to his detriment. Among other things, he resigned from his position with  
18 Defendants in Texas, accepted employment with Defendants' San Leandro, California location,  
19 and relocated there from his prior residence in Texas. MR. GONZALES' reliance was  
20 reasonable under the circumstances, as Defendants had concealed the true facts from him, and  
21 proof of their contrary intention was unavailable to him.

22 92. By the aforesaid acts and omissions of defendants, and each of them, MR.  
23 GONZALES has been directly and legally caused to suffer actual damages including, but not  
24 limited to, loss of earnings, reliance damages, costs of suit and other pecuniary loss in an amount  
25 not presently ascertained, but to be proven at trial.

26 93. As a further direct and legal result of the acts and conduct of defendants, and each  
27 of them, as aforesaid, MR. GONZALES has been caused to and did suffer and continues to  
28 suffer severe emotional and mental distress, anguish, humiliation, embarrassment, fright, shock,

1 pain, discomfort and anxiety. MR. GONZALES does not know at this time the exact duration  
2 or permanence of said injuries, but is informed and believes, and thereon alleges, that some if not  
3 all of the injuries are reasonably certain to be permanent in character.

4 94. MR. GONZALES has been generally damaged in an amount within the  
5 jurisdictional limits of this Court.

6 95. MR. GONZALES is informed and believes and thereon alleges that the  
7 defendants, and each them, by engaging in the aforementioned acts and/or in authorizing and/or  
8 ratifying such acts, engaged in willful, malicious, intentional, oppressive and despicable conduct,  
9 and acted with willful and conscious disregard of the rights, welfare and safety of MR.  
10 GONZALES, thereby justifying the award of punitive and exemplary damages in an amount to  
11 be determined at trial.

## 12 **EIGHTH CAUSE OF ACTION**

### 13 **PROMISSORY ESTOPPEL**

14 (Against All Corporate Defendants and DOES 1 through 50)

15 96. MR. GONZALES realleges and incorporates by reference paragraphs 1 through  
16 95, as though set forth in full.

17 97. Defendants made promises to MR. GONZALES including, among other things,  
18 that: (a) MR. GONZALES would receive the Company's General Manager bonus (assuming that  
19 MR. GONZALES hit the Company's revenue target); (b) MR. GONZALES would immediately  
20 participate in the Company's General Manager bonus plan (starting in the second quarter of  
21 2015); and (c) the General Manager bonus would be provided to him upon his obtaining a profit  
22 of \$125,000 or more per quarter for his location (San Leandro, California).

23 98. These promises were false. Defendants made these promises with the intention of  
24 inducing MR. GONZALES to act, by accepting Defendants' offer of a General Manager position  
25 in its San Leandro, California location, resigning from his position with Defendants in Texas,  
26 relocate from Texas to California, and to forbear seeking other available employment  
27 opportunities.

1 99. MR. GONZALES detrimentally relied on these promises by, among other things:  
2 (1) accepting Defendants' offer of a General Manager position in its San Leandro, California  
3 location; (2) resigning from his position with Defendants in Texas; (3) relocating from Texas to  
4 California; and (4) not seeking other available employment opportunities.

5 100. As a consequence of the foregoing, Defendants should be estopped from denying  
6 the promises alleged.

7 101. By the aforesaid acts and omissions of Defendants, and each of them, MR.  
8 GONZALES been directly and legally caused to suffer actual damages including, but not limited  
9 to, loss of earnings, reliance damages, costs of suit and other pecuniary loss not presently  
10 ascertained, in an amount to be proved at trial.

11 102. MR. GONZALES has been generally damaged in an amount within the  
12 jurisdictional limits of this Court.

13 **NINTH CAUSE OF ACTION**

14 **NEGLIGENT MISREPRESENTATION**

15 (Against All Corporate Defendants and DOES 1 through 50)

16 103. MR. GONZALES realleges and incorporates by reference paragraphs 1 through  
17 102, as though set forth in full.

18 104. The foregoing representations, omissions, and/or promises were made by  
19 Defendants without any reasonable basis for believing them to be true and/or with no reasonable  
20 belief or intention of performing.

21 105. By the aforesaid acts and omissions of defendants, and each of them, MR.  
22 GONZALES has been directly and legally caused to suffer actual damages including, but not  
23 limited to, loss of earnings, reliance damages, costs of suit and other pecuniary loss not presently  
24 ascertained, in an amount to be proved at trial.

25 106. As a further direct and legal result of the acts and conduct of defendants, and each  
26 of them, as aforesaid, MR. GONZALES has been caused to and did suffer and continues to  
27 suffer severe emotional and mental distress, anguish, humiliation, embarrassment, fright, shock,  
28 pain, discomfort and anxiety. MR. GONZALES does not know at this time the exact duration or

1 permanence of said injuries, but is informed and believes and thereon alleges that some if not all  
2 of the injuries are reasonably certain to be permanent in character.

3 107. MR. GONZALES has been generally damaged in an amount within the  
4 jurisdictional limits of this Court.

5 **TENTH CAUSE OF ACTION**

6 **WRONGFUL TERMINATION IN VIOLATION OF PUBLIC POLICY**

7 (Against All Corporate Defendants and DOES 1 through 50)

8 108. MR. GONZALES realleges and incorporates by reference paragraphs 1 through  
9 107, as though set forth in full.

10 109. As set forth herein, defendants, and each of them, wrongfully terminated MR.  
11 MR. GONZALES's employment in violation of various fundamental public policies of the  
12 United States and the State of California. These fundamental public policies are embodied in,  
13 *inter alia*, the following California statutes and codes: (1) Sections 98.6, 226 and 970 of the  
14 California Labor Code; (2) Sections 1571 and 1572 of the California Civil Code; (3) Sections  
15 1709 and 1710 of the California Civil Code; (4) Section 1102.5 of the California Labor Code;  
16 and (5) various other California and Federal statutes, regulations and codes.

17 110. By the aforesaid acts and omissions of defendants, and each of them, MR.  
18 GONZALES has been directly and legally caused to suffer actual damages including, but not  
19 limited to, loss of earnings and future earning capacity, attorneys' fees, costs of suit and other  
20 pecuniary loss not presently ascertained.

21 111. As a further direct and legal result of the acts and conduct of defendants, and each  
22 of them, as aforesaid, MR. GONZALES has been caused to and did suffer and continues to  
23 suffer severe emotional and mental distress, anguish, humiliation, embarrassment, fright, shock,  
24 discomfort, anxiety, and related symptoms. The exact nature and extent of said injuries is  
25 presently unknown to MR. GONZALES. MR. GONZALES does not know at this time the exact  
26 duration or permanence of said injuries, but is informed and believes, and thereon alleges, that  
27 some if not all of the injuries are reasonably certain to be permanent in character.

1 112. MR. GONZALES is informed and believes, and thereon alleges, that the  
2 defendants, and each of them, by engaging in the aforementioned acts and/or in authorizing  
3 and/or ratifying such acts, engaged in willful, malicious, intentional, oppressive and despicable  
4 conduct, and acted with willful and conscious disregard of the rights, welfare and safety of MR.  
5 GONZALES , thereby justifying the award of punitive and exemplary damages in an amount to  
6 be determined at trial.

7 113. As a result of defendants' conduct as alleged herein, MR. GONZALES is entitled  
8 to reasonable attorneys' fees and costs of suit as provided in Section 1021.5 of the California  
9 Civil Procedure Code.

10 **ELEVENTH CAUSE OF ACTION**

11 **FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS**

12 **(Cal. Lab. Code § 226)**

13 (Against All Corporate Defendants and DOES 1 through 50)

14 114. MR. GONZALES realleges and incorporates by reference paragraphs 1 through  
15 113, as though set forth in full.

16 115. At all times herein set forth, California Labor Code § 218 authorizes employees to  
17 sue directly for any wages or penalty due to them under the California Labor Code.

18 116. Defendants have either reckless or intentionally failed to either make, keep and  
19 preserve true, accurate, and complete records and/or furnish such records to its employees  
20 pursuant to the requirements of California Labor Code § 226(a). As a result of Defendants'  
21 failure to furnish MR. GONZALES with accurate wage statements, MR. GONZALES suffered  
22 injury.

23 117. MR. GONZALES is entitled to recover from Defendants the greater of their  
24 actual damages caused by Defendants' failure to comply with California Labor Code § 226(a) or  
25 an aggregate penalty not exceeding four thousand dollars (\$4,000.00), and an award of costs and  
26 reasonable attorneys' fees pursuant to California Labor Code § 226(e) and California Code of  
27 Civil Procedure §1021.5.

28 **TWELFTH CAUSE OF ACTION**



1 123. MR. GONZALES realleges and incorporates by reference paragraphs 1 through  
2 122, as though set forth in full.

3 124. In the alternative, defendants breached their duty of care owed to MR.  
4 GONZALES to protect him from foreseeable harm. Their conduct, as alleged above, was done  
5 in a careless or negligent manner, without consideration for the effect of such conduct upon MR.  
6 GONZALES' emotional well-being.

7 125. By the aforesaid acts and omissions of defendants, and each of them, MR.  
8 GONZALES has been directly and legally caused to suffer actual damages including, but not  
9 limited to, loss of earnings and future earning capacity, attorneys' fees, costs of suit and other  
10 pecuniary loss not presently ascertained.

11 126. As a further direct and legal result of the acts and conduct of defendants, and each  
12 of them, as aforesaid, MR. GONZALES has been caused to and did suffer and continues to  
13 suffer severe emotional and mental distress, anguish, humiliation, embarrassment, fright, shock,  
14 discomfort, anxiety, and related symptoms. The exact nature and extent of said injuries is  
15 presently unknown to MR. GONZALES. MR. GONZALES does not know at this time the exact  
16 duration or permanence of said injuries, but is informed and believes, and thereon alleges, that  
17 some if not all of the injuries are reasonably certain to be permanent in character.

18 **FOURTEENTH CAUSE OF ACTION**

19 **FAILURE TO REIMBURSE EXPENSES**

20 **(Cal. Lab. Code § 2802)**

21 (Against All Corporate Defendants and DOES 1 through 50)

22 127. MR. GONZALES realleges and incorporates by reference paragraphs 1 through  
23 126, as though set forth in full.

24 128. In violation of Labor Code Section 2802, Defendants, and each of them, as stated  
25 herein, failed to reimburse MR. GONZALES for expenditures lawfully incurred in the course of  
26 his employment by Defendants. Specifically, Defendants failed to reimburse MR. GONZALES  
27 for his monthly cell phone allowance for September 2015, and owe MR. GONZALES \$100 as a  
28 result.

1           129. MR. GONZALES' cell phone expenses for September 2015 were incurred at the  
2 direction of Defendants.

3           130. In the alternative, MR. GONZALES' cell phone expenses for September 2015  
4 were incurred in direct consequence of the discharge of his job duties in the course of his  
5 employment by Defendants.

6           131. By the aforesaid acts and omissions of Defendants, MR. GONZALES has been  
7 directly and legally caused to suffer actual damages including, but not limited to, the expense of  
8 his cell phone bill.

9           132. As a result of Defendants' failure to reimburse MR. GONZALES, as alleged  
10 herein, MR. GONZALES is entitled to interest from the date he incurred the expense, as  
11 provided in Section 2802(b) of the California Labor Code.

12           133. As a result of Defendants' failure to pay MR. GONZALES his wages, as alleged  
13 herein, MR. GONZALES is entitled to reasonable attorneys' fees and costs of suit, as provided  
14 in Section 2802(c) of the California Labor Code.

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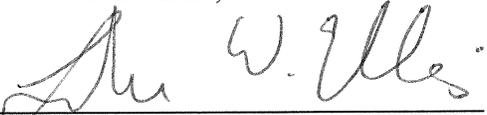
1 **PRAYER FOR RELIEF**

2 WHEREFORE, Plaintiff AARON GONZALES prays for judgment against Defendants  
3 as follows:

- 4 1. General damages in an amount to be proved at trial;  
5 2. Special damages in an amount to be proved at trial;  
6 3. Punitive damages in an amount appropriate to punish Defendants and to make an  
7 example of Defendants to the community;  
8 4. Penalties;  
9 5. Reasonable attorneys' fees;  
10 6. Costs of suit;  
11 7. Interest;  
12 8. For such other relief as the Court deems proper.

13  
14 Date: March 24, 2016

HELMER FRIEDMAN, LLP

15  
16 By 

LINCOLN W. ELLIS  
Attorneys for Plaintiff,  
AARON GONZALES

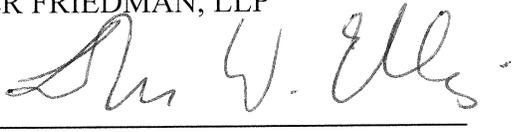
**PLAINTIFF'S DEMAND FOR JURY TRIAL**

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Plaintiff AARON GONZALES hereby demands a trial by jury.

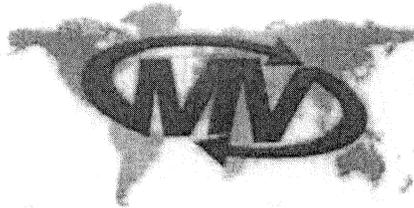
Date: March 24, 2016

HELMER FRIEDMAN, LLP

By 

LINCOLN W. ELLIS  
Attorneys for Plaintiff,  
AARON GONZALES

# **EXHIBIT A**



MV TRANSPORTATION, INC.

March 12, 2015

Aaron Gonzales  
3301 Hudnall St. Apt 9212  
Dallas, TX 75203

Dear Aaron,

We are pleased to extend to you an offer of the position of General Manager for our San Leandro, CA division #8. This offer is contingent upon client approval. The terms of our employment offer are as follows:

1. TITLE AND REPORTING

Your title will be General Manager and you will report to me, the Regional Vice President. You will be based out of our San Leandro, CA division #8.

2. STARTING DATE

Start Date: March 13, 2015

3. COMPENSATION

Your starting salary will be \$5,673.08 per bi-weekly pay period (equivalent to approximately \$147,500.00 per year). You will also receive a cell phone allowance in the amount of \$100.00 per month but will no longer receive an auto allowance. Allowances are paid, in arrears, at the first of each month

You will be eligible for a bonus from the GM Bonus Plan.

4. BENEFITS

You will continue to be eligible for participation in the company offered benefits for salaried employees.

5. RELOCATION

You will be provided a Wells Fargo declining balance card pre-loaded with \$10,000.00 for your relocation. This move is to be completed no later than 90 days following your start date in this role. The amount allocated will be used for the packing/unpacking and shipping of your household goods. Once you have completed paying for relocation expenses, if you have not exhausted the card, please return it to MV Transportation Accounting Dept. at our Elk Horn, IA address in care of Duane Raysby. You agree that if you separate your employment from the company within 24 months of your relocation, you will repay a pro-rated portion of this cost.

MV also agrees to pay for 45 days temporary housing during your relocation.

6. PERFORMANCE REVIEW

MV's standard performance reviews are done annually, in the first quarter of the calendar year, to coincide with our fiscal year.

7. TRAVEL

If your position requires travel then the company will cover the costs of such business travel as indicated in our Travel policy. Please be sure to request a copy of the policy or refer to the managers section of our website for a current copy.

8. PROOF OF IDENTITY AND ELIGIBILITY TO WORK (REQUIRED BEFORE STARTING DATE OUTLINED ON THIS OFFER)

This offer is conditional upon your production of acceptable original documentation establishing your eligibility to work in the United States consistent with federal and state law. A social security card and a current driver's license are the most common forms of documentation provided, but there are other forms of documentation that are acceptable.

9. PRE-EMPLOYMENT DRUG TESTING

The Company is committed to a drug-free work place and the Company complies with state and federal laws regarding drug testing. For this reason, this offer is also conditional upon the results of your pre-employment drug test. Unless prohibited by applicable law, a positive test for controlled substances will disqualify you from employment and/or continued employment with the Company.

10. PRE-EMPLOYMENT CRIMINAL RECORDS CHECK

The Company has made a good faith determination that this position is of such sensitivity that a criminal history inquiry is warranted. As such, this offer is further conditional upon the results of your pre-employment criminal record check. A criminal conviction will not automatically disqualify you from employment with the Company. We consider several factors, on a case-by-case basis, and pursuant to local, state and federal law, including but not limited to the duties of your position, and the time, nature and seriousness of the conviction, consistent with state and federal law. The Company will comply with state and local laws restricting inquiry into certain types of convictions (including, but not limited to, convictions that have been ordered sealed, expunged, judicially dismissed, etc.). Except where preempted by federal law, the Company will also comply with state and local laws limiting the time period for which employers can obtain criminal records. You have already authorized the Company to obtain a background check. Full and timely cooperation with our background check process likewise is a condition of this offer.

11. ARBITRATION AND PROTECTIVE COVENANTS

This offer is conditional upon your execution of the attached *Mutual Agreement to Arbitrate Claims* (Ex. A, hereinafter referred to as "Arbitration Agreement"). The Arbitration Agreement is a condition of your employment with MVT, and are incorporated herein by reference, as if fully set forth.

MV Transportation is an "At Will Employer" as stated on the employment application. This means that your employment can be terminated with or without cause, with or without notice, at any time, and at the option of either yourself or MV Transportation. Nothing in this letter should be read to alter the at-will nature of your employment with MV Transportation.

This completes and contains the entire employment offer. Should you have any questions concerning the terms or the conditions we have extended you, please contact me immediately. Otherwise, please sign and return this agreement and the Arbitration Agreement, at your earliest convenience

Sincerely,

Clarence M. Stewman  
General Manager

I understand that if I accept this offer from MV Transportation there will be no agreement, expressed or implied between the company and me for any specific period of employment, nor for continuing or long-term employment.

AGREED:

  
\_\_\_\_\_  
Aaron Gonzales

3/17/15  
\_\_\_\_\_  
Date