

DOUGLAS HAN (SBN 232858)
SHUNT TATAVOS-GHARAJEH (SBN 272164)
PHILLIP SONG (SBN 326572)
JUSTICE LAW CORPORATION
751 N. Fair Oaks Avenue, Suite 101
Pasadena, California 91103
Telephone (818) 230-7502
Facsimile (818) 230-7502

Attorneys for Plaintiff

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO
SAN BERNARDINO DISTRICT

JUN 01 2020

LaShondra Richardson

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN BERNARDINO

KEVIN WILCOX, individually, and on behalf of
other members of the general public similarly
situated;

Plaintiff,

v.

EGGLETON TRUCKING, INC., a California
corporation; DANIEL JOE EGGLETON, an
individual; and DOES 1 through 100, inclusive;

Defendants.

Case No.:

CIV DS 2011782

**CLASS ACTION COMPLAINT FOR
DAMAGES**

- (1) Violation of California Labor Code §§ 510 and 1198 (Unpaid Overtime);
- (2) Violation of California Labor Code §§ 226.7 and 512(a) (Unpaid Meal Period Premiums);
- (3) Violation of California Labor Code § 226.7 (Unpaid Rest Period Premiums);
- (4) Violation of California Labor Code § 226.2 (Unpaid Rest Period);
- (5) Violation of California Labor Code §§ 1194 and 1197 (Unpaid Minimum Wages);
- (6) Violation of California Labor Code §§ 201 and 202 (Final Wages Not Timely Paid);
- (7) Violation of California Labor Code § 226(a) (Non-Compliant Wage Statements);
- (8) Violation of California Labor Code § 203 (Waiting Time Penalties);
- (9) Violation of California Labor Code §§ 2698, *et seq.*, Private Attorney General Act of 2004; and
- (10) Violation of California Business & Professions Code §§ 17200, *et seq.*

DEMAND FOR JURY TRIAL

200702-0350

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- (10) Violation of California Business & Professions Code §§ 17200, *et seq.*

DEMAND FOR JURY TRIAL

COMES NOW, Plaintiff KEVIN WILCOX ("Plaintiff"), individually, and on behalf of other members of the general public similarly situated, and aggrieved employees pursuant to the Private Attorneys General Act alleges as follows:

JURISDICTION AND VENUE

1. This class action is brought pursuant to the California Code of Civil Procedure section 382. The monetary damages and restitution sought by Plaintiff exceeds the minimal jurisdiction limits of the Superior Court and will be established according to proof at trial. The "amount in controversy" for the named Plaintiff, including claims for compensatory damages, restitution, penalties, wages, premium pay, and pro rata share of attorneys' fees, is less than seventy-five thousand dollars (\$75,000).

2. This Court has jurisdiction over this action pursuant to the California Constitution, Article VI, Section 10, which grants the superior court "original jurisdiction in all other causes" except those given by statute to other courts. The statutes under which this action is brought do not specify any other basis for jurisdiction.

3. This Court has jurisdiction over Defendants because, upon information and belief, Defendants are citizens of California, have sufficient minimum contacts in California, or otherwise intentionally avail themselves of the California market so as to render the exercise of jurisdiction over them by the California courts consistent with traditional notions of fair play and substantial justice.

4. Venue is proper in this Court because, upon information and belief, Defendants maintain offices, have agents, and/or transact business in the State of California, including the County of San Bernardino. The majority of the acts and omissions alleged herein relating to Plaintiff took place in the State of California. Defendants employed Plaintiff within the State of California.

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PARTIES

5. Plaintiff KEVIN WILCOX is an individual residing in the State of California.

6. Defendant EGGLETON TRUCKING, INC., at all times herein mentioned, was and is, upon information and belief, a California corporation, and at all times herein mentioned, was and is, an employer whose employees are engaged throughout the State of California, including the County of San Bernardino.

7. At all times herein relevant, Defendants EGGLETON TRUCKING, INC. and DOES 1 through 100, and each of them, were the agents, partners, joint ventures, joint employers, representatives, servants, employees, successors-in-interest, co-conspirators and assigns, each of the other, and at all times relevant hereto were acting within the course and scope of their authority as such agents, partners, joint ventures, joint employers, representatives, servants, employees, successors, co-conspirators and assigns, and all acts or omissions alleged herein were duly committed with the ratification, knowledge, permission, encouragement, authorization, and consent of each defendant designated herein.

8. The true names and capacities, whether corporate, associate, individual or otherwise, of Defendants DOES 1 through 100, inclusive, are unknown to Plaintiff, who sues said defendants by such fictitious names. Plaintiff is informed and believes, and based on that information and belief alleges, that each of the Defendants designated as a DOE is legally responsible for the events and happenings referred to in this Complaint, and unlawfully caused the injuries and damages to Plaintiff and the other class members as alleged in this Complaint. Plaintiff will seek leave of court to amend this Complaint to show the true names and capacities when the same have been ascertained.

9. Defendants EGGLETON TRUCKING, INC. and DOES 1 through 100 will hereinafter collectively be referred to as "Defendants."

10. Plaintiff further alleges that Defendants directly or indirectly controlled or affected the working conditions, wages, working hours, and conditions of employment of Plaintiff and the other class members so as to make each of said Defendants employers and employers liable under the statutory provisions set forth herein.

CLASS ACTION ALLEGATIONS

11. Plaintiff brings this action on his own behalf and on behalf of all other members of the general public similarly situated, and, thus, seeks class certification under Code of Civil Procedure section 382.

12. The proposed class is defined as follows:

- a. All current and former hourly-paid or non-exempt employees of Defendants within the State of California at any time during the period from four years preceding the filing of this Complaint to final judgment.
- b. All current and former piece-rate employees of Defendants within the State of California at any time during the period from four years preceding the filing of this Complaint to final judgment.

13. Plaintiff reserves the right to establish subclasses as appropriate.

14. The class is ascertainable and there is a well-defined community of interest in the litigation:

- a. Numerosity: The class members are so numerous that joinder of all class members is impracticable. The membership of the entire class is unknown to Plaintiff at this time; however, the class is estimated to be greater than fifty (50) individuals and the identity of such membership is readily ascertainable by inspection of Defendants' employment records.
- b. Typicality: Plaintiff's claims are typical of all other class members' claims as demonstrated herein. Plaintiff will fairly and adequately protect the interests of the other class members with whom he has a well-defined community of interest.

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1 c. Adequacy: Plaintiff will fairly and adequately protect the interests of
2 each class member, with whom he has a well-defined community of
3 interest and typicality of claims, as demonstrated herein. Plaintiff has no
4 interest that is antagonistic to the other class members. Plaintiff's
5 attorneys, the proposed class counsel, are versed in the rules governing
6 class action discovery, certification, and settlement. Plaintiff has
7 incurred, and during the pendency of this action will continue to incur,
8 costs and attorneys' fees, that have been, are, and will be necessarily
9 expended for the prosecution of this action for the substantial benefit of
10 each class member.

11 d. Superiority: A class action is superior to other available methods for the
12 fair and efficient adjudication of this litigation because individual joinder
13 of all class members is impractical.

14 e. Public Policy Considerations: Certification of this lawsuit as a class
15 action will advance public policy objectives. Employers of this great
16 state violate employment and labor laws every day. Current employees
17 are often afraid to assert their rights out of fear of direct or indirect
18 retaliation. However, class actions provide the class members who are
19 not named in the complaint anonymity that allows for the vindication of
20 their rights.

21 15. There are common questions of law and fact as to the class members that
22 predominate over questions affecting only individual members. The following common
23 questions of law or fact, among others, exist as to the members of the class:

24 a. Whether Defendants' failure to pay wages, without abatement or
25 reduction, in accordance with the California Labor Code, was willful;

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- 1 b. Whether Defendants had a pattern and practice of failing to pay their
2 hourly-paid or non-exempt employees within the State of California for
3 all hours worked, missed meal periods and rest breaks in violation of
4 California law;
- 5 c. Whether Defendants required Plaintiff and the other class members to
6 work over eight (8) hours per day and/or over forty (40) hours per week
7 and failed to pay the legally required overtime compensation to Plaintiff
8 and the other class members;
- 9 d. Whether Defendants deprived Plaintiff and the other class members of
10 meal and/or rest periods or required Plaintiff and the other class members
11 to work during meal and/or rest periods without compensation;
- 12 e. Whether Defendants failed to pay minimum wages to Plaintiff and the
13 other class members for all hours worked;
- 14 f. Whether Defendants failed to pay all wages due to Plaintiff and the other
15 class members within the required time upon their discharge or
16 resignation;
- 17 g. Whether Defendants complied with wage reporting as required by the
18 California Labor Code, including, inter alia, section 226;
- 19 h. Whether Defendants' conduct was willful or reckless;
- 20 i. Whether Defendants engaged in unfair business practices in violation of
21 California Business & Professions Code section 17200, *et seq.*;
- 22 j. The appropriate amount of damages, restitution, and/or monetary
23 penalties resulting from Defendants' violation of California law; and
- 24 k. Whether Plaintiff and the other class members are entitled to
25 compensatory damages pursuant to the California Labor Code.

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GENERAL ALLEGATIONS

16. During the relevant time period set forth herein, Defendants employed Plaintiff and other persons as hourly-paid or non-exempt and piece-rate employees within the State of California, including the County of San Bernardino.

17. Defendants, jointly and severally, employed Plaintiff as a non-exempt piece-rate employee from in or about 2017 to 2020, in the State of California.

18. Defendants, jointly and severally, hired Plaintiff and the other class members and failed to compensate them for all hours worked, missed meal periods, and/or missed rest breaks.

19. Defendants had the authority to hire and terminate Plaintiff and the other class members; to set work rules and conditions governing Plaintiff's and the other class members' employment; and to supervise their daily employment activities.

20. Defendants exercised sufficient authority over the terms and conditions of Plaintiff and the other class members' employment for them to be joint employers of Plaintiff and the other class members.

21. Defendants directly hired and paid wages and benefits to Plaintiff and the other class members.

22. Defendants continue to employ hourly-paid, non-exempt or piece-rate employees within the State of California.

23. Plaintiff and other class members worked over eight (8) hours in a day, and/or forty (40) hours in a week during their employment with Defendants.

24. Plaintiff is informed and believes, and based thereon alleges, that Defendants engaged in a pattern and practice of wage abuse against their hourly-paid, non-exempt and/or piece-rate employees within the State of California. This scheme involved, inter alia, failing to pay them for all hours worked, missed meal periods, and missed rest breaks in violation of California law.

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1 25. Plaintiff is informed and believes, and based thereon alleges, that Defendants
2 knew or should have known that Plaintiff and other class members were entitled to receive
3 certain wages for overtime compensation and that they were not receiving wages for overtime
4 compensation.

5 26. Plaintiff is informed and believes, and based thereon alleges, that Defendants
6 failed to provide Plaintiff and other class members the required rest and meal periods during
7 the relevant time period as required under the Industrial Welfare Commission Wage Orders
8 and thus they are entitled to any and all applicable penalties.

9 27. Plaintiff is informed and believes, and based thereon alleges, that Defendants
10 knew or should have known that Plaintiff and other class members were entitled to receive all
11 timely and complete meal periods or payment of one additional hour of pay at Plaintiff's and
12 the other class members' regular rate of pay when a meal period was missed, late or
13 interrupted, and they did not receive all timely and proper meal periods or payment of one
14 additional hour of pay at Plaintiff's and other class members' regular rate of pay when a meal
15 period was missed.

16 28. Plaintiff is informed and believes, and based thereon alleges, that Defendants
17 knew or should have known that Plaintiff and other class members were entitled to receive all
18 timely rest periods without interruption or payment of one additional hour of pay at Plaintiff
19 and the other class members' regular rate of pay when a rest period was missed, late or
20 interrupted, and they did not receive all rest periods or payment of one additional hour of pay
21 at Plaintiff's and the other class members' regular rate of pay when a rest period was missed.

22 29. Plaintiff is informed and believes, and based thereon alleges, that Defendants
23 knew or should have known that Plaintiff and other class members were entitled to receive
24 paid 10-minute rest breaks but did not pay 10-minute rest breaks when assigned for on-call
25 work.

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1 30. Plaintiff is informed and believes, and based thereon alleges, that Defendants
2 knew or should have known that Plaintiff and other class members were entitled to receive at
3 least minimum wages for compensation and that they were not receiving at least minimum
4 wages for all hours worked.

5 31. Plaintiff is informed and believes, and based thereon alleges, that Defendants
6 knew or should have known that Plaintiff and other class members were entitled to receive the
7 wages owed to them upon discharge or resignation, including overtime and minimum wages
8 and meal and rest period premiums, and they did not, in fact, receive such wages owed to them
9 at the time of their discharge or resignation.

10 32. Plaintiff is informed and believes, and based thereon alleges, that Defendants
11 knew or should have known that Plaintiff and other class members were entitled to receive
12 complete and accurate wage statements in accordance with California law, but, in fact, they
13 did not receive complete and accurate wage statements from Defendants. The deficiencies
14 included, inter alia, the failure to include the total number of hours worked by Plaintiff and
15 other class members.

16 33. Plaintiff is informed and believes, and based thereon alleges, that Defendants
17 knew or should have known that Defendants had to keep complete and accurate payroll records
18 for Plaintiff and other class members in accordance with California law, but, in fact, did not
19 keep complete and accurate payroll records.

20 34. Plaintiff is informed and believes, and based thereon alleges, that Defendants
21 knew or should have known that they had a duty to compensate Plaintiff and other class
22 members pursuant to California law, and that Defendants had the financial ability to pay such
23 compensation, but willfully, knowingly, and intentionally failed to do so, and falsely
24 represented to Plaintiff and other class members that they were properly denied wages, all in
25 order to increase Defendants' profits.

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1 35. As a pattern and practice, during the relevant time period set forth herein,
2 Defendants failed to pay overtime wages to Plaintiff and other class members for all hours
3 worked. Plaintiff and other class members were required to work more than eight (8) hours
4 per day and/or forty (40) hours per week including on-call work without overtime
5 compensation.

6 36. As a pattern and practice, during the relevant time period set forth herein,
7 Defendants failed to provide the requisite uninterrupted and timely meal and rest periods to
8 Plaintiff and other class members.

9 37. As a pattern and practice, during the relevant time period set forth herein,
10 Defendants failed to pay Plaintiff and other class members at least minimum wages for all
11 hours worked.

12 38. As a pattern and practice, during the relevant time period set forth herein,
13 Defendants failed to pay Plaintiff and other class members the wages owed to them upon
14 discharge or resignation.

15 39. As a pattern and practice, during the relevant time period set forth herein,
16 Defendants failed to provide complete or accurate wage statements to Plaintiff and other class
17 members.

18 40. As a pattern and practice, during the relevant time period set forth herein,
19 Defendants failed to keep complete or accurate payroll records for Plaintiff and other class
20 members.

21 41. As a pattern and practice, during the relevant time period set forth herein,
22 Defendants failed to properly compensate Plaintiff and other class members pursuant to
23 California law in order to increase Defendants' profits.

24 42. California Labor Code section 218 states that nothing in Article 1 of the Labor
25 Code shall limit the right of any wage claimant to "sue directly . . . for any wages or penalty
26 due to him [or her] under this article."

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1 **FIRST CAUSE OF ACTION**

2 **(Violation of California Labor Code §§ 510 and 1198)**

3 **(Against DEFENDANT EGGLETON TRUCKING, INC. and DOES 1 through 100)**

4 43. Plaintiff incorporates by reference the allegations contained in Paragraphs 1
5 through 42, and each and every part thereof with the same force and effect as though fully set
6 forth herein.

7 44. California Labor Code section 1198 and the applicable Industrial Welfare
8 Commission ("IWC") Wage Order provide that it is unlawful to employ persons without
9 compensating them at a rate of pay either time-and-one-half or two-times that person's regular
10 rate of pay, depending on the number of hours worked by the person on a daily or weekly
11 basis.

12 45. Specifically, the applicable IWC Wage Order provides that Defendants are and
13 were required to pay Plaintiff and other class members employed by Defendants, who
14 work(ed) more than eight (8) hours in a day or more than forty (40) hours in a workweek, at
15 the rate of time-and-one-half for all hours worked in excess of eight (8) hours in a day or more
16 than forty (40) hours in a workweek.

17 46. The applicable IWC Wage Order further provides that Defendants are and were
18 required to pay Plaintiff and other class members overtime compensation at a rate of two times
19 their regular rate of pay for all hours worked in excess of twelve (12) hours in a day.

20 47. California Labor Code section 510 codifies the right to overtime compensation
21 at one-and-one-half times the regular hourly rate for hours worked in excess of eight (8) hours
22 in a day or forty (40) hours in a week or for the first eight (8) hours worked on the seventh
23 day of work, and overtime compensation at twice the regular hourly rate for hours worked in
24 excess of twelve (12) hours in a day or in excess of eight (8) hours in a day on the seventh day
25 of work.

26 48. During the relevant time period set forth herein, Plaintiff and other class
27 members worked in excess of eight (8) hours in a day, and/or in excess of forty (40) hours in
28 a week.

49. As a pattern and practice, during the relevant time period set forth herein, Defendants intentionally and willfully failed to pay overtime wages owed to Plaintiff and other class members.

50. Defendants' pattern and practice of failing to pay Plaintiff and other class members the unpaid balance of overtime compensation, as required by California laws, violates the provisions of California Labor Code sections 510 and 1198, and is therefore unlawful.

51. Pursuant to California Labor Code section 1194, Plaintiff and other class members are entitled to recover unpaid overtime compensation, as well as interest, costs, and attorneys' fees.

SECOND CAUSE OF ACTION

(Violation of California Labor Code §§ 226.7 and 512(a))

(Against DEFENDANT EGGLETON TRUCKING, INC. and DOES 1 through 100)

52. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 51, and each and every part thereof with the same force and effect as though fully set forth herein.

53. During the relevant time period set forth herein, the IWC Order and California Labor Code sections 226.7 and 512(a) were applicable to Plaintiff's and other class members' employment by Defendants.

54. During the relevant time period set forth herein, California Labor Code section 226.7 provides that no employer shall require an employee to work during any meal or rest period mandated by an applicable order of the California IWC.

55. During the relevant time period set forth herein, the applicable IWC Wage Order and California Labor Code section 512(a) provide that an employer may not require, cause or permit an employee to work for a work period of more than five (5) hours per day without providing the employee with a meal period of not less than thirty (30) minutes, except that if the total work period per day of the employee is no more than six (6) hours, the meal period may be waived by mutual consent of both the employer and employee.

1 56. During the relevant time period set forth herein, the applicable IWC Wage Order
2 and California Labor Code section 512(a) further provide that an employer may not require,
3 cause, or permit an employee to work for a work period of more than ten (10) hours per day
4 without providing the employee with a second uninterrupted meal period of not less than thirty
5 (30) minutes, except that if the total hours worked is no more than twelve (12) hours, the
6 second meal period may be waived by mutual consent of the employer and the employee only
7 if the first meal period was not waived.

8 57. As a pattern and practice, during the relevant time period set forth herein,
9 Plaintiff and other class members who were scheduled to work for a period of time no longer
10 than six (6) hours, and who did not waive their legally-mandated meal periods by mutual
11 consent, were required to work for periods longer than five (5) hours without an uninterrupted
12 meal period of not less than thirty (30) minutes and/or without a rest period.

13 58. As a pattern and practice, during the relevant time period set forth herein,
14 Plaintiff and other class members who were scheduled to work for a period of time in excess
15 of six (6) hours were required to work for periods longer than five (5) hours without an
16 uninterrupted meal period of not less than thirty (30) minutes and/or without a rest period.

17 59. As a pattern and practice, during the relevant time period set forth herein,
18 Defendants intentionally and willfully required Plaintiff and other class members to work
19 during meal periods and failed to compensate Plaintiff and the other class members the full
20 meal period premium for work performed during meal periods.

21 60. As a pattern and practice, during the relevant time period set forth herein,
22 Defendants failed to pay Plaintiff and other class members the full meal period premium due
23 pursuant to California Labor Code section 226.7.

24 61. Defendants' conduct violates applicable IWC Wage Order and California Labor
25 Code sections 226.7 and 512(a).

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62. Pursuant to the applicable IWC Wage Order and California Labor Code section 226.7(b), Plaintiff and other class members are entitled to recover from Defendants one additional hour of pay at the employee's regular rate of compensation for each work day that the meal or rest period is not provided.

THIRD CAUSE OF ACTION

(Violation of California Labor Code § 226.7)

(Against DEFENDANT EGGLETON TRUCKING, INC. and DOES 1 through 100)

63. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 62, and each and every part thereof with the same force and effect as though fully set forth herein.

64. During the relevant time period set forth herein, the applicable IWC Wage Order and California Labor Code section 226.7 were applicable to Plaintiff's and the other class members' employment by Defendants.

65. During the relevant time period set forth herein, California Labor Code section 226.7 provides that no employer shall require an employee to work during any rest period mandated by an applicable order of the California IWC.

66. During the relevant time period set forth herein, the applicable IWC Wage Order provides that "[e]very employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period" and that the "rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof" unless the total daily work time is less than three and one-half (3 ½) hours.

67. As a pattern and practice, during the relevant time period set forth herein, Defendants required Plaintiff and other class members to work four (4) or more hours without authorizing or permitting a ten (10) minute rest period per each four (4) hour period worked.

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1 **SEVENTH CAUSE OF ACTION**

2 **(Violation of California Labor Code § 226(a))**

3 **(Against DEFENDANT EGGLETON TRUCKING, INC. and DOES 1 through 100)**

4 89. Plaintiff incorporates by reference the allegations contained in paragraphs 1
5 through 88, and each and every part thereof with the same force and effect as though fully set
6 forth herein.

7 90. During the relevant time period set forth herein, California Labor Code section
8 226(a) provides that every employer shall furnish each of his or her employees an accurate
9 itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the
10 employee, (3) the number of piece-rate units earned and any applicable piece rate if the
11 employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made
12 on written orders of the employee may be aggregated and shown as one item, (5) net wages
13 earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of
14 the employee and his or her social security number, (8) the name and address of the legal
15 entity that is the employer, and (9) all applicable hourly rates in effect during the pay period
16 and the corresponding number of hours worked at each hourly rate by the employee. The
17 deductions made from payments of wages shall be recorded in ink or other indelible form,
18 properly dated, showing the month, day, and year, and a copy of the statement or a record of
19 the deductions shall be kept on file by the employer for at least three years at the place of
20 employment or at a central location within the State of California.

21 91. As a pattern and practice, Defendants have intentionally and willfully failed to
22 provide Plaintiff and other class members with complete and accurate wage statements. The
23 deficiencies include but are not limited to: the failure to include the total number of hours
24 worked by Plaintiff and other class members as well as the beginning dates of pay period.

25 92. As a result of Defendants' violation of California Labor Code section 226(a),
26 Plaintiff and other class members have suffered injury and damage to their statutorily
27 protected rights.

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1 93. More specifically, Plaintiff and other class members have been injured by
2 Defendants' intentional and willful violation of California Labor Code section 226(a) because
3 they were denied both their legal right to receive, and their protected interest in receiving,
4 accurate and itemized wage statements pursuant to California Labor Code section 226(a).

5 94. Plaintiff and other class members are entitled to recover from Defendants the
6 greater of their actual damages caused by Defendants' failure to comply with California Labor
7 Code section 226(a), or an aggregate penalty not exceeding four thousand dollars per
8 employee.

9 95. Plaintiff and other class members are also entitled to injunctive relief to ensure
10 compliance with this section, pursuant to California Labor Code section 226(g).

11 **EIGHTH CAUSE OF ACTION**

12 **(Violation of California Labor Code § 203)**

13 **(Against DEFENDANT EGGLETON TRUCKING, INC. and DOES 1 through 100)**

14 96. Plaintiff incorporates by reference the allegations contained in paragraphs 1
15 through 95, and each and every part thereof with the same force and effect as though fully set
16 forth herein.

17 97. During the relevant time period set forth herein, Defendants were required to
18 pay their employees wages owed in a timely fashion at the end of employment pursuant to
19 California Labor Code §§ 201 to 204.

20 98. As a result of Defendants' alleged pattern and practice of Labor Code violations,
21 as set forth above, Defendants failed to pay Plaintiff and other class members their final wages
22 pursuant to Labor Code §§ 201 to 204 and accordingly owe waiting time penalties pursuant to
23 Labor Code § 203.

24 99. The conduct of Defendants and their agents and employees as described herein
25 was willfully done in violation of Plaintiff and other class members' rights and done by
26 managerial employees of Defendant.

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NINTH CAUSE OF ACTION

(Violation of California Labor Code §2698, et seq.)

(Against DEFENDANTS EGGLETON TRUCKING, INC., DANIEL JOE

EGGLETON and DOES 1 through 100)

100. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 99 as though fully set for herein.

101. The Private Attorneys General Act of 2004 ("PAGA") expressly establishes that any provision of the California Labor Code of which provides for a civil penalty to be assessed and collected by the Labor and Workforce Development Agency ("LWDA"), or any of its departments, divisions, commissions, boards, agencies or employees for a violation of the California Labor Code, may be recovered through a civil action brought by an aggrieved employee on behalf of himself or herself, and other current or former employees.

102. Whenever the LWDA, or any of its departments, divisions, commissions, boards, agencies, or employees has discretion to assess a civil penalty, court in a civil action is authorized to exercise the same discretion, subject to the same limitations and conditions, to assess a civil penalty.

103. On February 12, 2020 Plaintiff provided written notice to the LWDA, and Defendants EGGLETON TRUCKING, INC. and DANIEL JOE EGGLETON of the specific provisions of the Labor Code he contends were violated, and the theories supporting his contentions. Attached hereto as **Exhibit 1** and incorporated by reference is a copy of the written notice to the LWDA. Plaintiff believes that on or about April 17, 2020, the sixty-five (65) days' notice period expired as to all Defendants, and the LWDA did not take any action to investigate or prosecute this matter. Therefore, Plaintiff exhausted the statutory time period to bring this action.

104. Plaintiff and the other hourly-paid, non-exempt, or piece-rate employees are "aggrieved employees" as defined by Labor Code section 2699(c) in that they are all current and former employees of Defendants, and one or more of the alleged violations was committed against them.

1 **Failure to Provide Meal and Rest Break Wages**

2 105. Defendants' failure to provide legally required meal and rest periods or to pay
3 premium wages for missed or interrupted meal and rest periods to Plaintiffs and the other
4 aggrieved employees was in violation of the Wage Orders and constitute unlawful or unfair
5 activity by California Labor sections 226.7 and 512(a).

6 106. In accordance with the mandates of Labor Code section 226.2 and 226.3.
7 Defendants were required to compensate their non-exempt employees who are paid on piece
8 rate basis separately for all rest breaks at their regulate rate of pay. Defendants failed to pay
9 for rest breaks even though they knew they were in violation of law.

10 **Failure to Pay Minimum Wages and Overtime Wages**

11 107. Defendants' failure to pay legally required minimum wages and overtime wages
12 to Plaintiff and other aggrieved employees is in violation of the Wage Orders and constitutes
13 unlawful or unfair activity prohibited by California Labor Code section 510, 1194, and 1198.

14 **Failure to Pay Timely Wages**

15 108. Defendants' failure to timely pay wages to Plaintiff and other aggrieved
16 employees upon termination of employment in accordance with Labor Code section 201 and
17 202 constitute unlawful and/or unfair activity prohibited by Labor Code section 203.

18 **Failure to Provide Complete and Accurate Wage Statements**

19 109. Defendants' failure to provide complete and accurate wage statements to
20 Plaintiff and other aggrieved employees in accordance with Labor Code section 226(a)
21 constitutes unlawful and/or unfair activity prohibited by California Labor Code section 226(a).

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1 110. Pursuant to California Labor Code Section 2699, Plaintiff, individually, and on
2 behalf of all aggrieved employees, requests and is entitled to recover from Defendants and
3 each of them, unpaid wages, and/or untimely wages according to proof, interest, attorneys'
4 fees and costs pursuant to California Labor Code section 218.5, but not limited to:

- 5 a. Penalties under California Labor Code section 2699 in the amount of a
6 hundred dollars (\$100) for each aggrieved employee per pay period for
7 the initial violation, and two hundred dollars (\$200) for each aggrieved
8 employee per pay period for each subsequent violation;
- 9 b. Penalties under California Code of Regulation Title 8 section 11070 in
10 the amount of fifty dollars (\$50) for each aggrieved employee per pay
11 period for the initial violation, and one hundred dollars (\$100) for each
12 aggrieved employee per pay period for each subsequent violation;
- 13 c. Penalties under California Labor Code section 210 in addition to, and
14 entirely independent and apart from, any other penalty, provided in the
15 California Labor Code in the amount of a hundred dollars (\$100) for each
16 aggrieved employee per pay period for each subsequent violation; and
- 17 d. Wages under California Labor Code section 558 in addition to, and
18 entirely independent and apart from, any other penalty provided in the
19 California Labor Code; and
- 20 e. Any and all additional penalties and sums as provided by the California
21 Labor Code and/or other statutes.

22 111. Pursuant to California Labor Code section 2699(i), civil penalties recovered by
23 aggrieved employees shall be distributed as follows: seventy-five (75%) to the Labor and
24 Workforce Development Agency for the enforcement of labor laws and education of
25 employers and employees about their rights and responsibilities and twenty five percent (25%)
26 to the aggrieved employees.

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112. Further, Plaintiff is entitled to seek and recover reasonable attorneys' fees and costs pursuant to California Labor Code section 2699, 218.5, and 210, and any other applicable statute.

TENTH CAUSE OF ACTION

(Violation of California Business & Professions Code §§ 17200, *et seq.*)

(Against DEFENDANT EGGLETON TRUCKING, INC. and DOES 1 through 100)

113. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 112, and each and every part thereof with the same force and effect as though fully set forth herein.

114. Defendants' conduct, as alleged herein, has been, and continues to be unfair, unlawful and harmful to Plaintiff, other class members, to the general public, and Defendants' competitors. Accordingly, Plaintiff seeks to enforce important rights affecting the public interest within the meaning of Code of Civil Procedure section 1021.5.

115. Defendants' activities as alleged herein are violations of California law, and constitute unlawful business acts and practices in violation of California Business & Professions Code section 17200, *et seq.*

116. A violation of California Business & Professions Code section 17200, *et seq.* may be predicated on the violation of any state or federal law. In this instant case, Defendants' pattern and practice of requiring Plaintiff and other class members work overtime hours without paying them proper compensation violate California Labor Code sections 510 and 1198.

117. Additionally, Defendants' pattern and practice of requiring Plaintiff and other class members, to work through their meal and rest periods without paying them proper compensation violate California Labor Code sections 226.2, 226.7, and 512(a). Moreover, Defendants' pattern and practice of failing to timely pay wages to Plaintiff and other class members violate California Labor Code sections 201 and 202. Defendants also violated California Labor Code sections 1194, and 1197.

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118. As a result of the herein described violations of California law, Defendants unlawfully gained an unfair advantage over other businesses.

119. Plaintiff and other class members have been personally injured by Defendants' unlawful business acts and practices as alleged herein, including but not necessarily limited to the loss of money and/or property.

120. Pursuant to California Business & Professions Code sections 17200, *et seq.*, Plaintiff and other class members are entitled to restitution of the wages withheld and retained by Defendants during a period that commences four years prior to the filing of this Complaint; an award of attorneys' fees pursuant to California Code of Civil procedure section 1021.5 and other applicable laws; and an award of costs.

DEMAND FOR JURY TRIAL

Plaintiff, individually, and on behalf of other members of the general public similarly situated, requests a trial by jury.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff, individually and on behalf of all other members of the general public similarly situated, prays for relief and judgment against Defendants, jointly and severally, as follows:

Class Certification

1. That this action be certified as a class action;
2. That Plaintiff be appointed as representative of the Class;
3. That counsel for Plaintiff be appointed as Class Counsel; and
4. That Defendants provide to Class Counsel immediately the names and most current contact information (address, e-mail and telephone numbers) of all class members.

As to the First Cause of Action

5. That the Court declare, adjudge and decree that Defendants violated California Labor Code sections 510 and 1198 and applicable IWC Wage Orders by willfully failing to pay all overtime wages due to Plaintiff and the other class members;

6. For general unpaid wages at overtime wage rates and such general and special damages as may be appropriate;

7. For pre-judgment interest on any unpaid overtime compensation commencing from the date such amounts were due;

8. For reasonable attorneys' fees and costs of suit incurred herein pursuant to California Labor Code section 1194; and

9. For such other and further relief as the court may deem just and proper.

As to the Second Cause of Action

10. That the Court declare, adjudge and decree that Defendants violated California Labor Code sections 226.7 and 512 and applicable IWC Wage Orders by willfully failing to provide all meal periods (including second meal periods) to Plaintiff and the other class members;

11. That the Court make an award to Plaintiff and the other class members of one (1) hour of pay at each employee's regular rate of compensation for each workday that a meal period was not provided;

12. For all actual, consequential, and incidental losses and damages, according to proof;

13. For premium wages pursuant to California Labor Code section 226.7(b);

14. For pre-judgment interest on any unpaid wages from the date such amounts were due;

15. For reasonable attorneys' fees and costs of suit incurred herein; and

16. For such other and further relief as the court may deem just and proper.

As to the Third Cause of Action

17. That the Court declare, adjudge and decree that Defendants violated California Labor Code section 226.7 and applicable IWC Wage Orders by willfully failing to provide all rest periods to Plaintiff and the other class members;

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1 18. That the Court make an award to Plaintiff and the other class members of one
2 (1) hour of pay at each employee's regular rate of compensation for each workday that a rest
3 period was not provided;

4 19. For all actual, consequential, and incidental losses and damages, according to
5 proof;

6 20. For premium wages pursuant to California Labor Code section 226.7(b);

7 21. For pre-judgment interest on any unpaid wages from the date such amounts were
8 due; and

9 22. For such other and further relief as the court may deem just and proper.

10 **As to the Fourth Cause of Action**

11 23. That the Court declare, adjudge and decree that Defendants violated California
12 Labor Code section 226.2 by willfully failing to provide paid rest breaks;

13 24. That the Court make an award to Plaintiff and the other class members of 10-
14 minute paid rest breaks for each on-call shift that was scheduled;

15 25. For all actual, consequential, and incidental losses and damages, according to
16 proof;

17 26. For pre-judgment interest on any unpaid wages from the date such amounts were
18 due; and

19 27. For such other and further relief as the court may deem just and proper.

20 **As to the Fifth Cause of Action**

21 28. That the Court declare, adjudge and decree that Defendants violated California
22 Labor Code sections 1194 and 1197 by willfully failing to pay minimum wages to Plaintiff
23 and the other class members;

24 29. For general unpaid wages and such general and special damages as may be
25 appropriate;

26 30. For pre-judgment interest on any unpaid compensation from the date such
27 amounts were due;

28 ///

1 31. For reasonable attorneys' fees and costs of suit incurred herein pursuant to
2 California Labor Code section 1194(a);

3 32. For liquidated damages pursuant to California Labor Code section 1194.2; and

4 33. For such other and further relief as the court may deem just and proper.

5 **As to the Sixth Cause of Action**

6 34. That the Court declare, adjudge and decree that Defendants violated California
7 Labor Code sections 201, 202, and 203 by willfully failing to pay all compensation owed at
8 the time of termination of the employment of the other class members no longer employed by
9 Defendants;

10 35. For all actual, consequential, and incidental losses and damages, according to
11 proof;

12 36. For statutory wage penalties pursuant to California Labor Code section 203 for
13 the other class members who have left Defendants' employ;

14 37. For pre-judgment interest on any unpaid compensation from the date such
15 amounts were due; and

16 38. For such other and further relief as the court may deem just and proper.

17 **As to the Seventh Cause of Action**

18 39. That the Court declare, adjudge and decree that Defendants violated the record
19 keeping provisions of California Labor Code section 226(a) and applicable IWC Wage Orders
20 as to Plaintiff and other class members, and willfully failed to provide accurate itemized wage
21 statements thereto;

22 40. For actual, consequential and incidental losses and damages, according to proof;

23 41. For statutory penalties pursuant to California Labor Code section 226(e);

24 42. For injunctive relief to ensure compliance with this section, pursuant to
25 California Labor Code section 226(g); and

26 43. For such other and further relief as the court may deem just and proper.

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As to the Eighth Cause of Action

44. That the Court declare, adjudge and decree that Defendants violated California Labor Code section 203 by willfully failing to pay all compensation owed at the time of termination of the employment of other class members no longer employed by Defendants;

45. For all actual, consequential, and incidental losses and damages, according to proof;

46. For statutory wage penalties pursuant to California Labor Code section 203 for the other class members who have left Defendants' employ;

47. For pre-judgment interest on any unpaid compensation from the date such amounts were due; and

48. For such other and further relief as the court may deem just and proper.

As to the Ninth Cause of Action

49. That the Court declare, adjudge and decree that Defendants violated California Labor Code sections 2698, *et seq.*, the PAGA, for civil penalties pursuant to Defendants' violations of Labor Code §§ 201, 202, 203, 204, 218.5, 221, 226(a), 226.2, 226.3, 226.7, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 2800, and 2802;

50. Upon the Cause of Action, for costs and attorneys' fees pursuant to Labor Code Sections 210, 1194, and 2699, and any other applicable statute; and

51. For such other and further relief as the Court may deem just and proper.

As to the Tenth Cause of Action

52. That the Court declare, adjudge and decree that Defendants violated California Business and Professions Code sections 17200, *et seq.* by failing to provide Plaintiff and other class members all overtime compensation due to them, failing to provide all meal and rest periods to Plaintiff and the other class members, failing to pay at least minimum wages to Plaintiff and the other class members, failing to pay Plaintiff's and other class members' wages and paid sick pay timely as required by California Labor Code section 201, 202.

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1 53. For restitution of unpaid wages to Plaintiff and other class members and all pre-
2 judgment interest from the day such amounts were due and payable;

3 54. For the appointment of a receiver to receive, manage and distribute any and all
4 funds disgorged from Defendants and determined to have been wrongfully acquired by
5 Defendants as a result of violation of California Business and Professions Code sections
6 17200, *et seq.*;

7 55. For reasonable attorneys' fees and costs of suit incurred herein pursuant to
8 California Code of Civil Procedure section 1021.5;

9 56. For injunctive relief to ensure compliance with this section, pursuant to
10 California Business and Professions Code sections 17200, *et seq.*; and

11 57. For such other and further relief as the court may deem just and proper.
12

13 Dated: April 23, 2020

JUSTICE LAW CORPORATION

14
15 By: 

16 Douglas Han
17 Shunt Tatavos-Gharajeh
18 Phillip Song
19 Attorneys for Plaintiff
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February 12, 2020

BY U.S. EMAIL/ELECTRONIC SUBMISSION

PAGAfilings@dir.ca.gov

State of California

Labor & Workforce Development Agency

800 Capitol Mall, MIC-55

Sacramento, California 95814

Re: EGGLETON TRUCKING, INC. AND DANIEL JOE EGGLETON

Dear Representative:

We have been retained to represent Kevin Wilcox against Eggleton Trucking, Inc. (including any and all affiliates, managers, members, subsidiaries, and parents, and their shareholders, officers, directors, and employees), Daniel Joe Eggleton and any other individual, owner, officer and managing agent as an "Employer" or person acting on behalf of an "Employer" pursuant to California Labor Code section 558.1, and DOES 1-20¹ for violations of California wage-and-hour laws (hereinafter collectively referred to as "EGGLETON").

Mr. Wilcox is pursuing his California Labor Code sections 2698, et seq., the Private Attorneys General Act of 2004 ("PAGA") claim on a representative basis. Therefore, Mr. Wilcox may seek penalties and wages for violations of the Labor Code on behalf of the State of California and aggrieved employees, which are recoverable under PAGA. This letter is sent in compliance with the reporting requirements of California Labor Code section 2699.3.

The "aggrieved employees" that Mr. Wilcox seeks penalties on behalf of are all current and former hourly-paid, non-exempt, or piece-rate based (either wholly or in-part)² employees (whether hired directly or through a staffing agency or labor contractor) within the State of California at any time during the period from one year preceding the filing of this letter to final judgment.

Eggleton Trucking, Inc. is a California corporation headquartered at 30731 Doral Court, Temecula, California 92592. Daniel Joe Eggleton is the chief executive officer of Eggleton Trucking, Inc.

¹ Mr. Wilcox does not know the true names or capacities, whether individual, partner or corporate, of DOES 1 through 20, inclusive, and for that reason, said DOES are designated under such fictitious names. Mr. Wilcox will amend this notice when the true names and capacities are known. Mr. Wilcox is informed and believes that each DOE was responsible in some way for the matters alleged herein and proximately caused Mr. Wilcox and other current and former aggrieved employees to be subject to the illegal employment practices,

wrongs and injuries complained of herein.
² Including truck drivers paid per load.

EGGLETON employed Mr. Wilcox as a piece-rate based employee within one year of the date of this letter in the State of California. EGGLETON directly controlled the wages, hours and working conditions of Mr. Wilcox's employment.

EGGLETON subjected Mr. Wilcox and the other aggrieved employees to the same violations of the Labor Code. Specifically, EGGLETON failed to properly pay its hourly-paid, non-exempt, or piece-rate employees for all hours worked, failed to properly provide or compensate minimum and overtime wages and for meal and rest breaks, failed to issue compliant wage statements, and failed to reimburse for all necessary business-related costs and expenses, thus resulting in other Labor Code violations as stated below.

Pursuant to *Huff v. Securitas Security Services*, 23 Cal. App. 5th 745, 751 (2018), an employee who brings a representative action and was affected by at least one of the violations alleged in the complaint has standing to pursue penalties on behalf of the state not only for that violation, but for violations affecting other employees as well. Accordingly, Mr. Wilcox has standing to pursue penalties on behalf of the state for violations affecting the aggrieved employees at EGGLETON, regardless of their classification, job title, locations, or whether they were hired directly or through a labor contractor or staffing agency.

EGGLETON has violated and/or continues to violate, among other provisions of the California Labor Code and applicable wage law, California Labor Code sections 201, 202, 203, 204, 218.5, 221, 226(a), 226.2, 226.3, 226.7, 510, 512(a), 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802.

California Labor Code sections 510, 1194, and 1198 require employers to pay at least minimum wage for all hours worked, pay time-and-a-half, or double time overtime wages, and make it unlawful to work employees for hours longer than eight hours in one day and/or over forty hours in one week without paying the EGGLETON overtime rates. During the relevant time period, Mr. Wilcox and other aggrieved employees regularly worked in excess of 8 hours in a day and 40 hours in a week. EGGLETON failed to compensate Mr. Wilcox and other piece-rate based aggrieved employees for work performed during meal breaks and non-productive time, including rest and recovery breaks, pre- and post-trip vehicle inspections, breakdowns, waiting time, and underdoing drug testing. EGGLETON also failed to compensate hourly-paid or non-exempt aggrieved employees for work performed off-the-clock, including pre- and post-shift, and during meal breaks. Therefore, Mr. Wilcox and other aggrieved employees were entitled to receive certain wages for overtime compensation, but they were not paid for all overtime hours worked.

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California Labor Code sections 226.7 and 512 require employers to pay an employee one additional hour of pay at the employee's regular rate for each workday that a meal or rest period is not provided. During the relevant time period, EGGLETON routinely required Mr. Wilcox and other aggrieved employees to work through, interrupt, cut short, and/or delay their meal and rest breaks to comply with EGGLETON's policies and expectations, and complete their routes in a timely manner. Additionally, EGGLETON failed to authorize and permit Mr. Wilcox and other aggrieved employees to take the requisite number of meal and rest breaks, including second meal breaks and third rest breaks, when working shifts exceeding 10 hours in length. Despite these facts, EGGLETON failed to compensate Mr. Wilcox and other aggrieved employees all the premium wages they were owed.

California Labor Code section 226.2(a)(1) requires that employees shall be compensated for rest and recovery periods and other non-productive time separate from any piece-rate compensation. During the relevant time period, EGGLETON failed to pay Mr. Wilcox and other piece-rate based aggrieved employees for non-productive time, including rest and recovery breaks, pre- and post-trip vehicle inspections, breakdowns, waiting time, and underdoing drug testing. Therefore, Mr. Wilcox and other aggrieved employees were entitled to receive back wages for non-productive time.

California Labor Code section 204 requires that all wages earned by any person in any employment between the 1st and the 15th days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 16th and the 26th day of the month during which the labor was performed, and that all wages earned by any person in any employment between the 16th and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 1st and the 10th day of the following month. California Labor Code section 204 also requires that 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. During the relevant time period, EGGLETON failed to pay Mr. Wilcox and other aggrieved employees all wages due to them within any time period specified by California Labor Code section 204.

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LWDA

February 12, 2020

Page 4 of 6

California Labor Code section 226 requires employers to make, keep and provide complete and accurate itemized wage statements to their employees. During the relevant time period, EGGLETON did not provide Mr. Wilcox and other aggrieved employees with complete and accurate itemized wage statements. The wage statements they received from EGGLETON were in violation of California Labor Code section 226(a). The violations include, but are not limited to, the failure to include (1) gross wages earned by Mr. Wilcox and other aggrieved employees, (2) total hours worked by Mr. Wilcox and other aggrieved employees, (3) the number of piece-rate units earned and any applicable piece rate by Mr. Wilcox and other aggrieved employees, (4) all deductions for Mr. Wilcox and other aggrieved employees, (5) net wages earned by Mr. Wilcox and other aggrieved employees, (6) the inclusive dates of the period for which Mr. Wilcox and other aggrieved employees are paid, (7) the name of the aggrieved employee and only the last four digits of his or her social security number or an employee identification number other than a social security number, (8) the name and address of the legal entity that is the employer and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by Mr. Wilcox and other aggrieved employees.

California Labor Code section 558 allows recovery of penalties and wages. (a) Any employer or other person acting on behalf of an employer who violates, or causes to be violated, a section of this chapter or any provision regulating hours and days of work in any order of the Industrial Welfare Commission shall be subject to a civil penalty as follows: (1) For any initial violation, fifty dollars (\$50) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages. (2) For each subsequent violation, one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages. (3) Wages recovered pursuant to this section shall be paid to the affected employee. Mr. Wilcox and other aggrieved employees have been denied their wages and EGGLETON wages and, therefore, are entitled to penalties.

California Labor Code sections 1174(d) requires an employer to keep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments. These records shall be kept with rules established for this purpose by the commission, but in any case, shall be kept on file for not less than two years. During the relevant time period, EGGLETON failed to keep accurate and complete payroll records showing the hours worked daily and the wages paid, to Mr. Wilcox and other aggrieved employees.

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LWDA

February 12, 2020

Page 5 of 6

California Labor Code sections 1194, 1197 and 1197.1 provide the minimum wage to be paid to employees, and the payment of a lesser wage than the minimum so fixed is unlawful. During the relevant time period, EGGLETON did not provide Mr. Wilcox and other aggrieved employees with the minimum wages to which they were entitled despite constructive and actual knowledge of uncompensated non-productive time and off-the-clock work.

California Labor Code sections 2800 and 2802 require an employer to reimburse its employee for all necessary expenditures incurred by the employee in direct consequence of the discharge of his or her job duties or in direct consequence of his or her obedience to the directions of the employer. During the relevant time period Mr. Wilcox and other aggrieved employees incurred necessary business-related expenses and costs that were not fully reimbursed by EGGLETON, including for using their personal cellular phones and vehicles for work purposes and purchasing personal protective equipment they were required to wear while working,

We believe that Mr. Wilcox and other current and former California-based hourly-based, non-exempt, or piece-rate based employees of EGGLETON are entitled to penalties and wages as allowed under California Labor Code section 2698, *et seq.* for violations of Labor Code sections 201, 202, 203, 204, 218.5, 221, 226(a), 226.2, 226.3, 226.7, 510, 512(a), 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802.

California Labor Code section 2699.3 requires that a claimant send a certified letter to the employer in questions and the California Labor & Workforce Development Agency setting forth the claims, and the basis for the claims, thereby giving the California Labor & Workforce Development Agency an opportunity to investigate the claims and/or take any action it deems appropriate.

The purpose of this letter is to satisfy the requirement created by California Labor code section 2699 prior to seeking penalties allowed by law for the aforementioned statutory violations. We look forward to determining whether California Labor & Workforce Development Agency intends to take any action in reference to these claims. We kindly request that you respond to this notice according to the time frame contemplated by the California Labor Code.

Mr. Wilcox will seek these penalties and wages on his own behalf and on behalf of other similarly situated California-based hourly-paid, non-exempt, or piece-rate based employees employed by EGGLETON within one year of the date of this letter, as allowed by law.

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LWDA

February 12, 2020

Page 6 of 6

If you have any questions or require additional information, please do not hesitate to contact us. Thank you for your attention to this matter and the noble cause you advance each and every day.

Very truly yours,

JUSTICE LAW CORPORATION

A handwritten signature in black ink, appearing to read "D. Han", with a long horizontal flourish extending to the right.

Douglas Han, Esq.

CC: (By Certified Mail Only)

Daniel Joe Eggleton
c/o Eggleton Trucking, Inc.
30731 Doral Court
Temecula, California 92592
Agent for Service of Process for Eggleton Trucking, Inc.

Daniel Joe Eggleton
30731 Doral Court
Temecula, California 92592
As an individual

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SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO
CIVIL DIVISION

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PROOF OF SERVICE
1013A(3) CCP

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 751 N. Fair Oaks Avenue, Suite 101, Pasadena, CA 91103 and my electronic service address is jluthi@justicelawcorp.com

On July 9, 2020, I served the foregoing document described as

CLASS ACTION COMPLAINT FOR DAMAGES

for the following case: **Wilcox v. Eggleton Trucking Inc., et al.**
LWDA/Court Case No.: **LWDA Case No.: CM-772403-20**
Court Case No.: CIVDS2011782
San Bernardino County Superior Court

on interested parties in this action by electronically submitting as follows:

State of California
Labor & Workforce Development Agency
800 Capitol Mall, MIC-55
Sacramento, California 95814

[X] BY ELECTRONIC SUBMISSION

Pursuant to California Senate Bill No. 836, I caused the documents described above to be electronically submitted by and through the procedure stated on the website of the State of California Labor and Workforce Development Agency.

[X] STATE

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

Executed on July 9, 2020, at Pasadena, California.



Jacob Luthi