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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF RIVERSIDE

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.: CVRI2000764

**FIRST AMENDED 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 §§ 2800 and 2802 (Unreimbursed Business Expenses);
- (10) Violation of California Labor Code §§ 2698, *et seq.*, Private Attorney General Act of 2004; and
- (11) Violation of California Business & Professions Code §§ 17200, *et seq.*

DEMAND FOR JURY TRIAL

Complaint Filed: June 1, 2023
Trial Date: None Set

COMES NOW, Plaintiff KEVIN WILCOX and DAN ANDERSON (“Plaintiffs,” “Plaintiff Wilcox,” and “Plaintiff Anderson”), individually, and on behalf of other members of the general public similarly situated, and aggrieved employees pursuant to the Private Attorneys General Act of 2004 (“PAGA”) alleges as follows:

JURISDICTION AND VENUE

1. This class action is brought pursuant to the Code of Civil Procedure section 382. The monetary damages and restitution sought by Plaintiffs 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 Plaintiffs, 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 Riverside. The majority of the acts and omissions alleged herein relating to Plaintiffs took place in the State of California. Defendants employed Plaintiffs within the State of California.

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PARTIES

5. Plaintiffs Wilcox and Plaintiff Anderson are individuals 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 Riverside.

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 Plaintiffs, who sue said defendants by such fictitious names. Plaintiffs are informed and believe, and based on that information and belief allege, 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 Plaintiffs and the other class members as alleged in this Complaint. Plaintiffs 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."

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10. Plaintiffs further allege that Defendants directly or indirectly controlled or affected the working conditions, wages, working hours, and conditions of employment of Plaintiffs 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. Plaintiffs bring 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 and piece-rate truck drivers of Defendants within the State of California at any time during the period from June 1, 2016 to May 19, 2023.

13. Plaintiffs reserve 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 Plaintiffs at this time. However, the class is estimated to be greater than two hundred (200) individuals and the identity of such membership is readily ascertainable by inspection of Defendants' employment records.

b. Typicality: Plaintiffs' claims are typical of all other class members' claims as demonstrated herein. Plaintiffs will fairly and adequately protect the interests of the other class members with whom they have a well-defined community of interest.

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- 1 c. Adequacy: Plaintiffs will fairly and adequately protect the interests of each
2 class member, with whom they have a well-defined community of interest
3 and typicality of claims, as demonstrated herein. Plaintiffs have no interest
4 that is antagonistic to the other class members. Plaintiffs' attorneys, the
5 proposed class counsel, are versed in the rules governing class action
6 discovery, certification, and settlement. Plaintiffs have incurred, and during
7 the pendency of this action will continue to incur, costs and attorneys' fees,
8 that have been, are, and will be necessarily expended for the prosecution of
9 this action for the substantial benefit of each class member.
- 10 d. Superiority: A class action is superior to other available methods for the fair
11 and efficient adjudication of this litigation because individual joinder of all
12 class members is impractical.
- 13 e. Public Policy Considerations: Certification of this lawsuit as a class action
14 will advance public policy objectives. Employers of this great state violate
15 employment and labor laws every day. Current employees are often afraid
16 to assert their rights out of fear of direct or indirect retaliation. However,
17 class actions provide the class members who are not named in the complaint
18 anonymity that allows for the vindication of their rights.

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

- 22 a. Whether Defendants' failure to pay wages, without abatement or reduction,
23 in accordance with the Labor Code, was willful;
- 24 b. Whether Defendants had a pattern and practice of failing to pay their hourly-
25 paid or non-exempt employees within the State of California for all hours
26 worked, missed meal periods and rest breaks in violation of the law;

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

23 **GENERAL ALLEGATIONS**

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

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1 17. Defendants, jointly and severally, employed Plaintiff Wilcox as an hourly-paid,
2 non-exempt employee from in or about 2017 to 2020, in the State of California. Defendants,
3 jointly and severally, employed Plaintiff Anderson as an hourly-paid, non-exempt employee from
4 in or about 2017 to 2020, in the State of California.

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

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

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

13 21. Defendants directly hired and paid wages and benefits to Plaintiffs and the other
14 class members.

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

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

19 24. Plaintiffs are informed and believe, and based thereon allege, that Defendants
20 engaged in a pattern and practice of wage abuse against their hourly-paid, non-exempt and/or
21 piece-rate employees within the State of California. This scheme involved, *inter alia*, failing to
22 pay them for all hours worked, missed meal periods, and missed rest breaks in violation of the
23 law.

24 25. Plaintiffs are informed and believe, and based thereon allege, that Defendants knew
25 or should have known that Plaintiffs and other class members were entitled to receive certain
26 wages for overtime compensation and that they were not receiving wages for overtime
27 compensation.
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1 26. Plaintiffs are informed and believe, and based thereon allege, that Defendants failed
2 to provide Plaintiffs and other class members the required rest and meal periods during the
3 relevant time period as required under the Industrial Welfare Commission (“IWC”) Wage Orders
4 and thus they are entitled to any and all applicable penalties.

5 27. Plaintiffs are informed and believe, and based thereon allege, that Defendants knew
6 or should have known that Plaintiffs and other class members were entitled to receive all timely
7 and complete meal periods or payment of one additional hour of pay at Plaintiffs’ and the other
8 class members’ regular rate of pay when a meal period was missed, late or interrupted, and they
9 did not receive all timely and proper meal periods or payment of one additional hour of pay at
10 Plaintiffs’ and other class members’ regular rate of pay when a meal period was missed.

11 28. Plaintiffs are informed and believe, and based thereon allege, that Defendants knew
12 or should have known that Plaintiffs and other class members were entitled to receive all timely
13 rest periods without interruption or payment of one additional hour of pay at Plaintiffs and the
14 other class members’ regular rate of pay when a rest period was missed, late or interrupted, and
15 they did not receive all rest periods or payment of one additional hour of pay at Plaintiffs’ and
16 the other class members’ regular rate of pay when a rest period was missed.

17 29. Plaintiffs are informed and believe, and based thereon alleges, that Defendants
18 knew or should have known that Plaintiffs and other class members were entitled to receive paid
19 10-minute rest breaks but did not pay 10-minute rest breaks when assigned for on-call work.

20 30. Plaintiffs are informed and believe, and based thereon allege, that Defendants knew
21 or should have known that Plaintiffs and other class members were entitled to receive at least
22 minimum wages for compensation and that they were not receiving at least minimum wages for
23 all hours worked.

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1 31. Plaintiffs are informed and believe, and based thereon allege, that Defendants knew
2 or should have known that Plaintiffs and other class members were entitled to receive the wages
3 owed to them upon discharge or resignation, including overtime and minimum wages and meal
4 and rest period premiums, and they did not, in fact, receive such wages owed to them at the time
5 of their discharge or resignation.

6 32. Plaintiffs is informed and believe, and based thereon allege, that Defendants knew
7 or should have known that Plaintiffs and other class members were entitled to receive complete
8 and accurate wage statements in accordance with the law, but, in fact, they did not receive
9 complete and accurate wage statements from Defendants. The deficiencies included, *inter alia*,
10 the failure to include the total number of hours worked by Plaintiffs and other class members.

11 33. Plaintiffs are informed and believe, and based thereon allege, that Defendants knew
12 or should have known that Plaintiffs and the other class members were entitled to reimbursement
13 for necessary business-related expenses.

14 34. Plaintiffs are informed and believe, and based thereon allege, that Defendants knew
15 or should have known that Defendants had to keep complete and accurate payroll records for
16 Plaintiffs and other class members in accordance with the law, but, in fact, did not keep complete
17 and accurate payroll records.

18 35. Plaintiffs are informed and believe, and based thereon allege, that Defendants knew
19 or should have known that they had a duty to compensate Plaintiffs and other class members
20 pursuant to the law, and that Defendants had the financial ability to pay such compensation, but
21 willfully, knowingly, and intentionally failed to do so, and falsely represented to Plaintiffs and
22 other class members that they were properly denied wages, all in order to increase Defendants'
23 profits.

24 36. As a pattern and practice, during the relevant time period set forth herein,
25 Defendants failed to pay overtime wages to Plaintiffs and other class members for all hours
26 worked. Plaintiffs and other class members were required to work more than eight (8) hours per
27 day and/or forty (40) hours per week including on-call work without overtime compensation.
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1 37. As a pattern and practice, during the relevant time period set forth herein,
2 Defendants failed to provide the requisite uninterrupted and timely meal and rest periods to
3 Plaintiffs and other class members.

4 38. As a pattern and practice, during the relevant time period set forth herein,
5 Defendants failed to pay Plaintiffs and other class members at least minimum wages for all hours
6 worked.

7 39. As a pattern and practice, during the relevant time period set forth herein,
8 Defendants failed to pay Plaintiffs and other class members the wages owed to them upon
9 discharge or resignation.

10 40. As a pattern and practice, during the relevant time period set forth herein,
11 Defendants failed to provide complete or accurate wage statements to Plaintiffs and other class
12 members.

13 41. As a pattern and practice, during the relevant time period set forth herein,
14 Defendants failed to reimburse Plaintiffs and the other class members for necessary business-
15 related expenses.

16 42. As a pattern and practice, during the relevant time period set forth herein,
17 Defendants failed to keep complete or accurate payroll records for Plaintiffs and other class
18 members.

19 43. As a pattern and practice, during the relevant time period set forth herein,
20 Defendants failed to properly compensate Plaintiffs and other class members pursuant to the law
21 in order to increase Defendants' profits.

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

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FIRST CAUSE OF ACTION

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

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

45. Plaintiffs incorporate by reference the allegations contained in Paragraphs 1 through 44, and each and every part thereof with the same force and effect as though fully set forth herein.

46. Labor Code section 1198 and the applicable IWC Wage Order provide that it is unlawful to employ persons without compensating them at a rate of pay either time-and-one-half or two-times that person's regular rate of pay, depending on the number of hours worked by the person on a daily or weekly basis.

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

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

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

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

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

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

53. Pursuant to Labor Code section 1194, Plaintiffs 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)

54. Plaintiffs incorporate by reference the allegations contained in paragraphs 1 through 53, and each and every part thereof with the same force and effect as though fully set forth herein.

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

56. During the relevant time period set forth herein, 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 IWC Wage Order.

57. During the relevant time period set forth herein, the applicable IWC Wage Order and 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.

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

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

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

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

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

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

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64. Pursuant to the applicable IWC Wage Order and Labor Code section 226.7(b), Plaintiffs 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)

65. Plaintiffs incorporate by reference the allegations contained in paragraphs 1 through 64, and each and every part thereof with the same force and effect as though fully set forth herein.

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

67. During the relevant time period set forth herein, 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 IWC Wage Order.

68. 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.

69. As a pattern and practice, during the relevant time period set forth herein, Defendants required Plaintiffs 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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70. As a pattern and practice, during the relevant time period set forth herein, Defendants willfully required Plaintiffs and the other class members to work during rest periods and failed to pay Plaintiffs and the other class members the full rest period premium for work performed during rest periods.

71. As a pattern and practice, during the relevant time period set forth herein, Defendants failed to pay Plaintiffs and the other class members the full rest period premium due pursuant to Labor Code section 226.7.

72. Defendants' conduct violates applicable IWC Wage Orders and Labor Code section 226.7.

73. Pursuant to the applicable IWC Wage Orders and Labor Code section 226.7(b), Plaintiffs and the other class members are entitled to recover from Defendants one additional hour of pay at the employees' regular hourly rate of compensation for each work day that the rest period was not provided.

FOURTH CAUSE OF ACTION

(Violation of California Labor Code § 226.2)

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

74. Plaintiffs incorporate by reference the allegations contained in paragraphs 1 through 73, and each and every part thereof with the same force and effect as though fully set forth herein.

75. During the relevant time period set forth herein, Labor Code section 226.2 were applicable to Plaintiffs' and the other class members' employment by Defendants.

76. During the relevant time period set forth herein, Labor Code section 226.2(a)(3)(A) provides that rest and recovery periods shall be compensated at an hourly rate that is the higher of average hourly rate for the workweek or minimum wage.

77. As a pattern and practice, during the relevant time period set forth herein, Defendants required Plaintiffs and other class members to work on-call shifts that were four (4) or more hours, which were compensated on a piece-rate without providing paid rest breaks.

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78. Defendants' conduct violates applicable IWC Wage Orders and Labor Code section 226.2.

79. Plaintiffs and the other class members are entitled to recover from Defendants paid rest breaks based on the applicable rate of pay for each on-call shift that was not compensated on an hourly basis.

FIFTH CAUSE OF ACTION

(Violation of California Labor Code §§ 1194 and 1197)

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

80. Plaintiffs incorporate by reference the allegations contained in paragraphs 1 through 79 and each and every part thereof with the same force and effect as though fully set forth herein.

81. During the relevant time period set forth herein, Labor Code sections 1194 and 1197 provide that the minimum wage to be paid to employees, and the payment of a lesser wage than the minimum so fixed, is unlawful.

82. As a pattern and practice, during the relevant time period set forth herein, Defendants failed to pay minimum wages to Plaintiffs and other class members as required, pursuant to Labor Code sections 1194 and 1197.

83. Defendants' failure to pay Plaintiffs and other class members the minimum wage as required violates Labor Code sections 1194 and 1197. Pursuant to those sections, Plaintiffs and other class members are entitled to recover the unpaid balance of their minimum wage compensation as well as interest, costs, and attorney's fees, and liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon.

84. Pursuant to Labor Code section 1194.2, Plaintiffs and other class members are entitled to recover liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon.

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1 **SIXTH CAUSE OF ACTION**

2 **(Violation of California Labor Code §§ 201 and 202)**

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

4 85. Plaintiffs incorporate by reference the allegations contained in paragraphs 1 through
5 84, and each and every part thereof with the same force and effect as though fully set forth herein.

6 86. During the relevant time period set forth herein, Labor Code sections 201 and 202
7 provide that if an employer discharges an employee, the wages earned and unpaid at the time of
8 discharge are due and payable immediately, and if an employee quits his or her employment, his
9 or her wages shall become due and payable not later than seventy-two (72) hours thereafter,
10 unless the employee has given seventy-two (72) hours notice of his or her intention to quit, in
11 which case the employee is entitled to his or her wages at the time of quitting.

12 87. As a pattern and practice, during the relevant time period set forth herein,
13 Defendants intentionally and willfully failed to pay other class members who are no longer
14 employed by Defendants their wages, earned and unpaid, within seventy-two (72) hours of their
15 leaving Defendants' employ.

16 88. Defendants' pattern and practice of failing to pay other class members who are no
17 longer employed by Defendants their wages, earned and unpaid, within seventy-two (72) hours
18 of their leaving Defendants' employ, is in violation of Labor Code sections 201 and 202.

19 89. Labor Code section 203 provides that if an employer willfully fails to pay wages
20 owed, in accordance with sections 201 and 202, then the wages of the employee shall continue
21 as a penalty from the due date thereof at the same rate until paid or until an action is commenced;
22 but the wages shall not continue for more than thirty (30) days.

23 90. Other class members are entitled to recover from Defendants the statutory penalty
24 wages for each day they were not paid, up to a thirty (30) day maximum pursuant to Labor Code
25 section 203.

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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 91. Plaintiffs incorporate by reference the allegations contained in paragraphs 1 through
5 90, and each and every part thereof with the same force and effect as though fully set forth herein.

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

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

23 94. As a result of Defendants' violation of Labor Code section 226(a), Plaintiffs and
24 other class members have suffered injury and damage to their statutorily protected rights.

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

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

8 97. Plaintiffs and other class members are also entitled to injunctive relief to ensure
9 compliance with this section, pursuant to Labor Code section 226(g).

10 **EIGHTH CAUSE OF ACTION**

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

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

13 98. Plaintiffs incorporate by reference the allegations contained in paragraphs 1 through
14 97, and each and every part thereof with the same force and effect as though fully set forth herein.

15 99. During the relevant time period set forth herein, Defendants were required to pay
16 their employees wages owed in a timely fashion at the end of employment pursuant to Labor
17 Code sections 201 to 204.

18 100. As a result of Defendants' alleged pattern and practice of Labor Code violations, as
19 set forth above, Defendants failed to pay Plaintiffs and other class members their final wages
20 pursuant to Labor Code sections 201 to 204 and accordingly owe waiting time penalties pursuant
21 to Labor Code section 203.

22 101. The conduct of Defendants and their agents and employees as described herein was
23 willfully done in violation of Plaintiffs and other class members' rights and done by managerial
24 employees of Defendant.

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1 **NINTH CAUSE OF ACTION**

2 **(Violation of California Labor Code §§ 2800 and 2802)**

3 **(Against DEFENDANTS EGGLETON TRUCKING, INC., DANIEL JOE EGGLETON**
4 **and DOES 1 through 100)**

5 102. Plaintiffs incorporate by reference the allegations contained in paragraphs 1 through
6 101, and each and every part thereof with the same force and effect as though fully set forth
7 herein.

8 103. During the relevant time period set forth herein, Labor Code sections 2800 and 2802
9 provide that an employer must reimburse its employee for all necessary expenditures incurred by
10 the employee in direct consequence of the discharge of his or her job duties or in direct
11 consequence of his or her obedience to the directions of the employer.

12 104. Defendants have intentionally and willfully failed to reimburse Plaintiffs and the
13 other class members for all necessary business-related expenses and costs.

14 105. Pursuant to Labor Code sections 2800 and 2802, Plaintiffs and the other class
15 members are entitled to recover from Defendants their business-related expenses and costs
16 incurred during the course and scope of their employment, plus interest accrued from the date on
17 which the employee incurred the necessary expenditures at the same rate as judgments in civil
18 actions in the State of California.

19 **TENTH CAUSE OF ACTION**

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

21 **(Against DEFENDANTS EGGLETON TRUCKING, INC., DANIEL JOE EGGLETON**
22 **and DOES 1 through 100)**

23 106. Plaintiffs incorporate by reference the allegations contained in paragraphs 1 through
24 105 as though fully set for herein.

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1 107. PAGA expressly establishes that any provision of the Labor Code which provides
2 for a civil penalty to be assessed and collected by the California Labor and Workforce
3 Development Agency (“LWDA”), or any of its departments, divisions, commissions, boards,
4 agencies, or employees for a violation of the Labor Code, may be recovered through a civil action
5 brought by an aggrieved employee on behalf of himself or herself, and other current or former
6 employees.

7 108. On February 12, 2020 Plaintiff Wilcox provided written notice to the LWDA, and
8 Defendants of the specific provisions of the Labor Code he contends were violated and the
9 theories supporting his contentions. Attached hereto as **Exhibit 1** and incorporated by reference
10 is a copy of the written notice to the LWDA. Plaintiff Wilcox believes that on or about April 17,
11 2020, the sixty-five (65) days’ notice period expired as to all Defendants, and the LWDA did not
12 take any action to investigate or prosecute this matter. Therefore, Plaintiff Wilcox exhausted the
13 statutory time period to bring this action.

14 109. Plaintiff Wilcox and the other hourly-paid, non-exempt employees are “aggrieved
15 employees” as defined by Labor Code section 2699(c) in that they are all current and former
16 hourly-paid or non-exempt employees and piece-rate truck drivers of Defendants within the State
17 of California at any time during the period from February 12, 2019 to May 19, 2023, and one or
18 more of the alleged violations was committed against them.

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

20 110. At all times relevant herein, Defendants were required to compensate their non-
21 exempt employees minimum wages for all hours worked and overtime wages for all hours worked
22 in excess of eight (8) hours in a day or forty (40) hours in a workweek, pursuant to the mandate
23 of Labor Code sections 510, 1194, 1197, and 1198.

24 111. As a policy and practice, Defendants failed to compensate Plaintiff Wilcox and the
25 other aggrieved current and former employees for all hours worked, resulting in a failure to pay
26 all minimum wages and overtime wages, where applicable.

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1 **Failure to Provide Meal Periods and Rest Breaks**

2 112. In accordance with the mandates of Labor Code sections 226.7 and 512, Defendants
3 were required to authorize and permit their non-exempt employees to take a 10- minute rest break
4 for every four (4) hours worked or major fraction thereof and were further required to provide
5 their non-exempt employees with a 30-minute meal period for every five (5) hours worked.

6 113. As a policy and practice, Defendants failed to provide Plaintiff Wilcox and the other
7 aggrieved current and former employees with legally mandated meal periods and rest breaks and
8 failed to pay proper compensation for this failure.

9 **Failure to Timely Pay Wages During Employment**

10 114. At all times relevant herein, Defendants were required to pay their employees
11 within a specified time period pursuant to the mandate of Labor Code section 204.

12 115. As a policy and practice, Defendants failed to pay Plaintiff Wilcox and the other
13 aggrieved current and former employees all wages due and owing them within the required time
14 period.

15 **Failure to Timely Pay Wages Upon Termination**

16 116. At all times relevant herein, Defendants were required to pay their employees all
17 wages owed in a timely fashion at the end of employment pursuant to Labor Code sections 201
18 to 204.

19 117. As a result of Defendants' Labor Code violations alleged above, Defendants failed
20 to pay Plaintiff Wilcox and the other aggrieved former employees their final wages pursuant to
21 Labor Code sections 201 to 204 and accordingly owe waiting time penalties pursuant to Labor
22 Code section 203.

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

24 118. At all times relevant herein, Defendants were required to keep accurate records
25 regarding their California employees pursuant to the mandate of Labor Code sections 226, 1174,
26 and 1776.

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1 119. As a result of Defendants' various Labor Code violations, Defendants failed to keep
2 accurate records regarding Plaintiff Wilcox and the other aggrieved current and former
3 employees. For example, Defendants failed in their affirmative obligation to keep accurate
4 records regarding Plaintiff Wilcox and the other aggrieved current and former employees' gross
5 wages earned, total hours worked, all deductions, net wages earned, and all applicable hourly
6 rates and the number of hours worked at each hourly rate.

7 **Failure to Reimburse Business Expenses**

8 120. At all times relevant herein, Defendants were required to reimburse its employees
9 for any and all necessary expenditures or losses incurred by the employees in direct consequences
10 of the discharge or his or her duties pursuant to the mandate of Labor Code sections 2800 and
11 2802.

12 121. As a policy and practice, Defendants failed to reimburse Plaintiff Wilcox and the
13 other aggrieved current and former employees for all business expenses incurred and owing them
14 within the required time period.

15 **Penalties**

16 122. Pursuant to Labor Code Section 2699, Plaintiff Wilcox, individually, and on behalf
17 of all aggrieved employees, requests and is entitled to recover from Defendants and each of them,
18 unpaid wages, and/or untimely wages according to proof, interest, attorneys' fees and costs
19 pursuant to Labor Code section 218.5, but not limited to:

- 20 a. Penalties under Labor Code section 2699 in the amount of a hundred dollars
21 (\$100) for each aggrieved employee per pay period for the initial violation,
22 and two hundred dollars (\$200) for each aggrieved employee per pay period
23 for each subsequent violation;
- 24 b. Penalties under Code of Regulations Title 8 section 11040 in the amount of
25 fifty dollars (\$50) for each aggrieved employee per pay period for the initial
26 violation, and one hundred dollars (\$100) for each aggrieved employee per
27 pay period for each subsequent violation;
- 28

- 1 c. Penalties under Labor Code section 210 in addition to, and entirely
2 independent and apart from, any other penalty provided in the Labor Code
3 in the amount of a hundred dollars (\$100) for each aggrieved employee per
4 pay period for the initial violation, and two hundred dollars (\$200) for each
5 aggrieved employee per pay period for each subsequent violation;
- 6 d. Penalties under Labor Code section 1197.1 in the amount of a hundred
7 dollars (\$100) for each aggrieved employee per pay period for the initial
8 violation, and two hundred fifty dollars (\$250) for each aggrieved employee
9 per pay period for each subsequent violation;
- 10 e. Any and all additional penalties as provided by the Labor Code and/or other
11 statutes; and
- 12 f. Attorneys' fees and costs pursuant to Labor Code sections 210, 1194, and
13 2699, and any other applicable statute.

14 **ELEVENTH CAUSE OF ACTION**

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

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

17 123. Plaintiffs incorporate by reference the allegations contained in paragraphs 1 through
18 122, and each and every part thereof with the same force and effect as though fully set forth
19 herein.

20 124. Defendants' conduct, as alleged herein, has been, and continues to be unfair,
21 unlawful and harmful to Plaintiffs, other class members, to the general public, and Defendants'
22 competitors. Accordingly, Plaintiffs seek to enforce important rights affecting the public interest
23 within the meaning of Code of Civil Procedure section 1021.5.

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

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

5 127. Additionally, Defendants' pattern and practice of requiring Plaintiffs and other
6 class members, to work through their meal and rest periods without paying them proper
7 compensation violate Labor Code sections 226.2, 226.7, and 512(a). Moreover, Defendants'
8 pattern and practice of failing to timely pay wages to Plaintiffs and other class members violate
9 Labor Code sections 201 and 202. Defendants also violated Labor Code sections 1194, 1197,
10 2800, and 2802.

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

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

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

21 **DEMAND FOR JURY TRIAL**

22 Plaintiffs, individually, and on behalf of other members of the general public similarly
23 situated, request a trial by jury.

24 **PRAYER FOR RELIEF**

25 WHEREFORE, Plaintiffs, individually and on behalf of all other members of the general
26 public similarly situated, pray for relief and judgment against Defendants, jointly and severally,
27 as follows:
28

1 **Class Certification**

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

7 **As to the First Cause of Action**

8 5. That the Court declare, adjudge, and decree that Defendants violated Labor Code

9 sections 510 and 1198 and applicable IWC Wage Orders by willfully failing to pay all overtime

10 wages due to Plaintiffs and the other class members;

11 6. For general unpaid wages at overtime wage rates and such general and special

12 damages as may be appropriate;

13 7. For pre-judgment interest on any unpaid overtime compensation commencing from

14 the date such amounts were due;

15 8. For reasonable attorneys' fees and costs of suit incurred herein pursuant to Labor

16 Code section 1194; and

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

18 **As to the Second Cause of Action**

19 10. That the Court declare, adjudge, and decree that Defendants violated Labor Code

20 sections 226.7 and 512 and applicable IWC Wage Orders by willfully failing to provide all meal

21 periods (including second meal periods) to Plaintiffs and the other class members;

22 11. That the Court make an award to Plaintiffs and the other class members of one (1)

23 hour of pay at each employee's regular rate of compensation for each workday that a meal period

24 was not provided;

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

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

27 ///

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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As to the Fifth Cause of Action

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

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

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

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

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

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

As to the Sixth Cause of Action

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

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

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

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

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

As to the Seventh Cause of Action

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

- 1 40. For actual, consequential, and incidental losses and damages, according to proof;
2 41. For statutory penalties pursuant to Labor Code section 226(e);
3 42. For injunctive relief to ensure compliance with this section, pursuant to Labor Code
4 section 226(g); and
5 43. For such other and further relief as the court may deem just and proper.

6 **As to the Eighth Cause of Action**

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

- 10 45. For all actual, consequential, and incidental losses and damages, according to proof;
11 46. For statutory wage penalties pursuant to Labor Code section 203 for the other class
12 members who have left Defendants' employ;
13 47. For pre-judgment interest on any unpaid compensation from the date such amounts
14 were due; and
15 48. For such other and further relief as the court may deem just and proper.

16 **As to the Ninth Cause of Action**

17 49. That the Court declare, adjudge, and decree that Defendants violated Labor Code
18 sections 2800 and 2802 by willfully failing to reimburse Plaintiffs and the other class members
19 for all necessary business-related expenses as required by Labor Code sections 2800 and 2802;

- 20 50. For actual, consequential, and incidental losses and damages, according to proof;
21 51. For the imposition of civil penalties and/or statutory penalties;
22 52. For punitive damages and/or exemplary damages according to proof at trial;
23 53. For reasonable attorneys' fees and costs of suit incurred herein; and
24 54. For such other and further relief as the Court may deem just and proper.

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56. 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

Sections 210, 1194, and 2699, and any other applicable statute; and

As to the Eleventh Cause of Action

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

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

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1 62. For injunctive relief to ensure compliance with this section, pursuant to Business
2 and Professions Code sections 17200, *et seq.*; and

3 63. For such other and further relief as the court may deem just and proper.
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5 Dated: June 7, 2023

JUSTICE LAW CORPORATION

6
7 By: 
8 Douglas Han
9 Shunt Tatavos-Gharajeh
10 Chris Peterson
11 Shelby Miner
12 *Attorneys for Plaintiffs*
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EXHIBIT 1

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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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.

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", written over a horizontal line.

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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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, California 91103.

On June 7, 2023, I served the foregoing document(s) described as

FIRST AMENDED CLASS ACTION COMPLAINT FOR DAMAGES

on interested parties in this action by placing a true and correct copy thereof enclosed in a sealed envelope addressed as follows:

Matthew C. Bradford
matthew@robinsonbradford.net
Nathan Robinson
nathan@robinsonbradford.net
Nancy Amezcua
nancy@robinsonbradford.net
ROBINSON BRADFORD LLP
3439 Brookside Road, Suite 212
Stockton, California 95219

Attorney(s) for Defendant Eggleton Trucking, Inc. and Daniel Joe Eggleton

[X] BY U.S. MAIL

As follows: I am “readily familiar” with the firm’s practice of collection and processing correspondence for mailing. Under that practice, it would be deposited with the U.S. Postal Service on that day with postage thereon fully prepaid at Pasadena, California in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if the postal cancellation date or postage meter date is more than one day after the date of deposit for mailing an affidavit.

[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 June 7, 2023, at Pasadena, California.



Sophia Hanneyan

**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 shanneyan@justicelawcorp.com

On June 7, 2023, I served the foregoing document described as

FIRST AMENDED CLASS ACTION COMPLAINT FOR DAMAGES

for the following case: **Wilcox, et al. v. Eggleton Trucking Inc., et al.**
LWDA/Court Case No.: **LWDA Case No.: CM-772403-20**
Court Case No.: CVRI2000764
Riverside 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 June 7, 2023, at Pasadena, California.



Sophia Hanneyan