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Case Management Conference

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Attorneys for Plaintiff, individually
and on behalf of all others similarly situated

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF TULARE – VISALIA CIVIL DIVISION
UNLIMITED JURISDICTION

ADALBERTO CASTRO ZAVALA, AND
ENRIQUE VARGAS HERNANDEZ,
individuals and class representatives on
behalf of themselves and all other similarly
situated non-exempt former and current
employees,

Plaintiffs,

vs.

GRIMMIUS CATTLE COMPANY, INC., a
California Corporation; GRIMMIUS
FEEDING, LLC, a California Limited
Liability Company; GRIMMIUS LAND
HOLDINGS, LLC, a California Limited
Liability Company; GRIMMIUS
PROPERTIES, LLC, a California Limited
Liability Company; GRIMMIUS
TRANSPORTATION, INC., a California
Limited Liability Company; GRIMMIUS
AIR, LLC, a California Limited Liability
Company; MICHAEL J. NOLAND, an
individual; and DOES 1 through 100,
inclusive,

Defendants.

Case No.: VCU320634

CLASS ACTION COMPLAINT FOR:

- 1. FAILURE TO PROVIDE REQUIRED MEAL PERIODS**
- 2. FAILURE TO PROVIDE REQUIRED REST AND RECOVERY PERIODS**
- 3. FAILURE TO PAY OVERTIME WAGES**
- 4. FAILURE TO PAY MINIMUM WAGE**
- 5. FAILURE TO TIMELY PAY WAGES**
- 6. FAILURE TO PAY ALL WAGES DUE TO DISCHARGED AND QUITTING EMPLOYEES**
- 7. FAILURE TO MAINTAIN REQUIRED RECORDS**
- 8. FAILURE TO FURNISH ACCURATE ITEMIZED STATEMENTS**
- 9. FAILURE TO INDEMNIFY EMPLOYEES FOR NECESSARY EXPENDITURES INCURRED IN DISCHARGE OF DUTIES**
- 10. UNFAIR AND UNLAWFUL BUSINESS PRACTICES**

DEMAND FOR JURY TRIAL

1 Plaintiffs ADALBERTO CASTRO ZAVALA, and ENRIQUE VARGAS
2 HERNANDEZ, individuals and class representatives on behalf of themselves and all other
3 similarly situated non-exempt former and current employees (“PLAINTIFFS(S)”), demanding a
4 jury trial, on behalf of themselves and all other persons similarly situated, hereby allege as
5 follows:

6 **JURISDICTION AND VENUE**

7 1. The Superior Court of the State of California has jurisdiction in this matter
8 because PLAINTIFFS were and are residents of the State of California, Defendants GRIMMIUS
9 CATTLE COMPANY, INC., a California Corporation; GRIMMIUS FEEDING, LLC, a
10 California Limited Liability Company; GRIMMIUS LAND HOLDINGS, LLC, a California
11 Limited Liability Company; GRIMMIUS PROPERTIES, LLC, a California Limited Liability
12 Company; GRIMMIUS TRANSPORTATION, INC., a California Limited Liability Company;
13 GRIMMIUS AIR, LLC, a California Limited Liability Company; MICHAEL J. NOLAND, an
14 individual; and DOES 1 through 100, inclusive (collectively, “DEFENDANTS”) are qualified to
15 do business in California and regularly conduct business in California. Further, no federal
16 question is at issue because the claims are based solely on California law.

17 2. Venue is proper in this judicial district and the COUNTY OF TULARE,
18 California because PLAINTIFFS, and other persons similarly situated, performed work for
19 DEFENDANTS in the COUNTY OF TULARE, DEFENDANTS maintain offices and facilities
20 and transact business in the COUNTY OF TULARE, and DEFENDANTS’ illegal
21 misclassification of employees as independent contractors, illegal payroll policies and practices,
22 which are the subject of this action, were applied, at least in part, to PLAINTIFFS, and other
23 persons similarly situated, in the COUNTY OF TULARE. Further, the amount in controversy
24 exceeds the sum of \$35,000.00, exclusive of interest and costs.

25 **PLAINTIFFS**

26 3. PLAINTIFFS ADALBERTO CASTRO ZAVALA, and ENRIQUE VARGAS
27 HERNANDEZ is a resident of the State of California who was employed by DEFENDANTS as
28 a non-exempt employee at times relevant to this Complaint.

4. PLAINTIFFS, on behalf of themselves and all other similarly situated current and former non-exempt employees of DEFENDANTS who were employed by DEFENDANTS at any time during the four (4) years preceding the filing of this complaint, and continuing while this action is pending, bring this class action to recover, among other things, wages and penalties from unpaid wages earned and due, including but not limited to unpaid minimum wages and unpaid wages, unpaid and illegally calculated overtime compensation, illegal meal and rest period policies, failure to timely pay wages, failure to pay all wages due to discharged or quitting employees, failure to maintain required records, failure to provide accurate itemized wage statements, failure to indemnify employees for necessary expenditures and/or losses incurred in discharging their duties, and interest, attorneys' fees, costs, and expenses.

5. PLAINTIFFS bring this action on behalf of themselves and the following similarly situated class of individuals (“CLASS MEMBERS”): All current and former non-exempt employees of DEFENDANTS who worked at any locations in the State of California at any time within the period beginning four (4) years prior to the filing of the this action, and ending at the time this action settles or proceeds to final judgment (the “CLASS PERIOD”).

6. PLAINTIFFS reserve the right to name additional class representatives, change the definition of class members, and/or change the class period.

7. PLAINTIFFS reserve the right to add additional claims.

DEFENDANTS

8. PLAINTIFFS are informed and believe, and thereon allege, that DEFENDANTS are, and at all times relevant hereto were employers authorized to do business in the State of California and doing business in the State of California. DEFENDANTS conduct business and reside in the COUNTY OF TULARE, State of California. Further, Defendant MICHAEL J. NOLAND is personally liable for damages pursuant to California Labor Code Section 558.1.

9. The true names and capacities of DOES 1 through 100, inclusive, are unknown to PLAINTIFFS at this time, and PLAINTIFFS therefore sue such DOE Defendants under fictitious names. PLAINTIFFS are informed and believe, and thereon allege, that each Defendant designated as a DOE is in some manner responsible for the occurrences alleged herein, and that

1 PLAINTIFFS and CLASS MEMBERS' injuries and damages, as alleged herein, were
2 proximately caused by the conduct of such DOE Defendants. PLAINTIFFS will seek leave of
3 the court to amend this complaint to allege the true names and capacities of such DOE
4 Defendants when ascertained.

5 10. At all relevant times herein, DEFENDANTS were the joint employers of
6 PLAINTIFFS and the CLASS MEMBERS. PLAINTIFFS are informed and believe, and thereon
7 allege, that at all times material to this complaint DEFENDANTS, as categorized above, were
8 the alter egos, divisions, affiliates, integrated enterprises, joint employers, subsidiaries, parents,
9 principals, related entities, co-conspirators, authorized agents, partners, joint venturers, and/or
10 guarantors, actual or ostensible, of each other. Each DEFENDANT, as categorized above, was
11 completely dominated by his, her or its co-DEFENDANT, and each was the alter ego of the
12 other. Each DEFENDANT is also a joint employer per California Labor Code Sections 2810,
13 2810.3, 2810.4 and 2810.5.

14 11. At all relevant times herein, PLAINTIFFS and CLASS MEMBERS were
15 employed by DEFENDANTS under employment agreements that were partly written, partly
16 oral, and partly implied. In perpetrating the acts and omissions alleged herein, DEFENDANTS,
17 and each of them, acted pursuant to, and in furtherance of, their policies and practices of not
18 paying PLAINTIFFS and CLASS MEMBERS all wages earned and due, through methods and
19 schemes which include, but are not limited to, failing to pay overtime premiums; failing to
20 provide rest, recovery, and meal periods; failing to properly maintain records; failing to provide
21 accurate itemized statements for each pay period; failing to properly compensate PLAINTIFFS
22 and CLASS MEMBERS for necessary expenditures; and requiring, permitting or suffering
23 PLAINTIFFS and CLASS MEMBERS to work off the clock, in violation of the California Labor
24 Code and the applicable IWC Wage Order.

25 12. PLAINTIFFS are informed and believe, and thereon allege, that each and every
26 one of the acts and omissions alleged herein was performed by, and/or attributable to, all
27 DEFENDANTS, each acting as agents and/or employees, and/or under the direction and control
28 of, each of the other DEFENDANTS, and that said acts and failures to act were within the course

1 and scope of said agency, employment and/or direction and control.

2 13. As a direct and proximate result of the unlawful actions of DEFENDANTS,
3 PLAINTIFFS and CLASS MEMBERS have suffered, and continue to suffer, from loss of
4 earnings in amounts as yet unascertained, but subject to proof at trial, and within the jurisdiction
5 of this Court.

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7 **CLASS ACTION ALLEGATIONS**

8 14. This action is appropriately suited for a class action because:

9 A. The potential class is a significant number. Joinder of all current and
10 former employees individually would be impractical.

11 B. This action involves common questions of law and fact to the potential
12 class because the action focuses on DEFENDANTS' systematic course of illegal payroll
13 practices and policies, which was applied to all non-exempt employees in violation of the
14 California Labor Code, IWC Wage Orders, and the California Business and Professions Code
15 which prohibits unfair and unlawful business practices arising from such violations.

16 C. The claims of PLAINTIFFS are typical of the class because
17 DEFENDANTS subjected all non-exempt employees to identical violations of the California
18 Labor Code, the applicable IWC wage order, and the California Business and Professions Code.

19 D. PLAINTIFFS is able to fairly and adequately protect the interests of all
20 CLASS MEMBERS because it is in their best interest to prosecute the claims alleged herein to
21 obtain full compensation due to the CLASS MEMBERS for all services rendered and hours
22 worked.

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1 **FIRST CAUSE OF ACTION**

2 **Failure to Provide Required Meal Periods**

3 **[Cal. Labor Code §§ 226.7, 510, 512, 1194, 1197; IWC Wage Order Nos. 8, 13, and 14, § 11]**

4 **(Against all DEFENDANTS)**

5 15. PLAINTIFFS incorporate herein by specific reference, as though fully set forth,
6 the allegations in all preceding paragraphs.

7 16. During the CLASS PERIOD, as part of DEFENDANTS' illegal payroll policies
8 and practices to deprive their non-exempt employees all wages earned and due, DEFENDANTS
9 required, permitted or otherwise suffered PLAINTIFFS and CLASS MEMBERS to take less
10 than the 30-minute meal period, or to work through them, and have failed to otherwise provide
11 the required meal periods to PLAINTIFFS and CLASS MEMBERS pursuant to California Labor
12 Code § 226.7, 512 and IWC Order Nos. 8, 13, and 14, § 11.

13 17. DEFENDANTS further violated California Labor Code §§ 226.7 and IWC Wage
14 Order Nos. 8, 13, and 14, § 11 by failing to compensate PLAINTIFFS and CLASS MEMBERS
15 who were not provided with a meal period, in accordance with the applicable wage order, one
16 additional hour of compensation at each employee's regular rate of pay for each workday that a
17 meal period was not provided.

18 18. DEFENDANTS further violated California Labor Code §§ 226.7, 510, 1194,
19 1197, and IWC Wage Order Nos. 8, 13, and 14 by failing to compensate PLAINTIFFS and
20 CLASS MEMBERS for all hours worked during their meal periods.

21 19. As a proximate result of the aforementioned violations, PLAINTIFFS and CLASS
22 MEMBERS have been damaged in an amount according to proof at trial, and seek all wages
23 earned and due, interest, penalties, expenses, and costs of suit.

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1 **SECOND CAUSE OF ACTION**

2 **Failure to Provide Required Rest and Recovery Periods**

3 **[Cal. Labor Code §§ 226.7, 512; IWC Wage Order Nos. 8, 13, and 14, § 12]**

4 **(Against all DEFENDANTS)**

5 20. PLAINTIFFS incorporate herein by specific reference, as though fully set forth,
6 the allegations in all preceding paragraphs.

7 21. At all times relevant herein, as part of DEFENDANTS' illegal payroll policies
8 and practices to deprive their non-exempt employees all wages earned and due, DEFENDANTS
9 failed to provide rest and recovery periods to PLAINTIFFS and CLASS MEMBERS as required
10 under California Labor Code §§ 226.7 and 512, and IWC Wage Order Nos. 8, 13, and 14, § 12.
11 This includes not providing water, shade and restroom facilities on the work fields.

12 22. DEFENDANTS further violated California Labor Code § 226.7 and IWC Wage
13 Order Nos. 8, 13, and 14, § 12 by failing to pay PLAINTIFFS and CLASS MEMBERS who
14 were not provided with a rest and recovery periods, in accordance with the applicable wage
15 order, one additional hour of compensation at each employee's regular rate of pay for each
16 workday that a rest period was not provided.

17 23. As a proximate result of the aforementioned violations, PLAINTIFFS and CLASS
18 MEMBERS have been damaged in an amount according to proof at trial, and seek all wages
19 earned and due, interest, penalties, expenses, and costs of suit.

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21 **THIRD CAUSE OF ACTION**

22 **Failure to Pay Overtime Wages**

23 **[Cal. Labor Code §§ 510, 1194, 1198; IWC Wage Order Nos. 8, 13, and 14, § 3]**

24 **(Against all DEFENDANTS)**

25 24. PLAINTIFFS incorporate herein by specific reference, as though fully set forth,
26 the allegations in all preceding paragraphs.

27 25. Pursuant to California Labor Code §§ 510, 1194, and IWC Wage Order Nos. 8,
28 13, and 14, § 3, DEFENDANTS are required to compensate PLAINTIFFS and CLASS

MEMBERS for all overtime, which is calculated at one and one-half (1 ½) times the regular rate of pay for all hours worked in excess of eight (8) hours per day and/or forty (40) hours per week, and for the first eight (8) hours on the seventh consecutive workday, with double time for all hours worked in excess of twelve (12) hours in any workday and for all hours worked in excess of eight (8) hours on the seventh consecutive day of work in any workweek.

26. PLAINTIFFS and CLASS MEMBERS are current and former non-exempt employees entitled to the protections of California Labor Code §§ 510, 1194, and IWC Wage Order Nos. 8, 13, and 14 . During the CLASS PERIOD, DEFENDANTS failed to compensate PLAINTIFFS and CLASS MEMBERS for all overtime hours worked as required under the foregoing provisions of the California Labor Code and IWC Wage Order by, among other things: failing to pay overtime at one and one-half (1 ½) or double the regular rate of pay as provided by California Labor Code §§ 510, 1194, and IWC Wage Order Nos. 8, 13, and 14, § 3; requiring, permitting or suffering PLAINTIFFS and CLASS MEMBERS to work off the clock; requiring, permitting or suffering PLAINTIFFS and CLASS MEMBERS to work through meal and rest breaks; illegally and inaccurately recording time in which PLAINTIFFS and CLASS MEMBERS worked; illegally rounding the work hours of PLAINTIFFS and CLASS MEMBERS; failing to properly maintain PLAINTIFFS' and CLASS MEMBERS' records; failing to provide accurate itemized wage statements to PLAINTIFFS and CLASS MEMBERS for each pay period; and other methods to be discovered.

27. In violation of California law, DEFENDANTS have knowingly and willfully refused to perform their obligations to compensate PLAINTIFFS and CLASS MEMBERS for all wages earned and all hours worked. As a proximate result, PLAINTIFFS and CLASS MEMBERS have suffered, and continue to suffer, substantial losses related to the use and enjoyment of such wages, lost interest on such wages, and expenses and attorneys' fees in seeking to compel DEFENDANTS to fully perform their obligations under state law, all to their respective damages in amounts according to proof at time of trial, and within the jurisdiction of this Court.

28. DEFENDANTS' conduct described herein violates California Labor Code §§

1 510, 1194, 1198 and IWC Wage Order Nos. 8, 13, and 14, § 3. Therefore, pursuant to California
2 Labor Code §§ 200, 203, 226, 558, 1194, 1197.1, and other applicable provisions under the
3 California Labor Code and IWC Wage Orders, PLAINTIFFS and CLASS MEMBERS are
4 entitled to recover the unpaid balance of wages owed to them by DEFENDANTS, plus interest,
5 penalties, attorneys' fees, expenses, and costs of suit.

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7 **FOURTH CAUSE OF ACTION**

8 **Failure to Pay Minimum Wages**

9 **[Cal Labor Code §§ 1194, 1197; IWC Wage Order Nos. 8, 13, and 14, § 4]**

10 **(Against all DEFENDANTS)**

11 29. PLAINTIFFS incorporate herein by specific reference, as though fully set forth,
12 the allegations in all preceding paragraphs.

13 30. Pursuant to California Labor Code §§ 1194, 1197, and IWC Wage Order Nos. 8,
14 13, and 14, § 4, payment to an employee of less than the applicable minimum wage for all hours
15 worked in a payroll period is unlawful.

16 31. During the CLASS PERIOD, DEFENDANTS failed to pay PLAINTIFFS and
17 CLASS MEMBERS minimum wages for all hours worked by, among other things: requiring,
18 permitting or suffering PLAINTIFFS and CLASS MEMBERS to work off the clock; requiring,
19 permitting or suffering PLAINTIFFS and CLASS MEMBERS to work through meal and rest
20 breaks; illegally and inaccurately recording time in which PLAINTIFFS and CLASS
21 MEMBERS worked; illegally rounding the work hours of PLAINTIFFS and CLASS
22 MEMBERS; failing to properly maintain PLAINTIFFS' and CLASS MEMBERS' records;
23 failing to provide accurate itemized wage statements to PLAINTIFFS and CLASS MEMBERS
24 for each pay period; and other methods to be discovered.

25 32. DEFENDANTS' conduct described herein violates California Labor Code §§
26 1194, 1197, and IWC Wage Order Nos. 8, 13, and 14, § 4. As a proximate result of the
27 aforementioned violations, PLAINTIFFS and CLASS MEMBERS have been damaged in an
28 amount according to proof at trial. Therefore, pursuant to California Labor Code §§ 200, 203,

226, 558, 1194, 1197.1, and other applicable provisions under the Labor Code and IWC Wage Orders, PLAINTIFFS and CLASS MEMBERS are entitled to recover the unpaid balance of wages owed to them by DEFENDANTS, plus interest, penalties, attorneys' fees, expenses, and costs of suit.

FIFTH CAUSE OF ACTION

Failure to Timely Pay Wages During Employment

[Cal. Labor Code § 204]

(Against All DEFENDANTS)

33. PLAINTIFFS incorporate herein by specific reference, as though fully set forth, the allegations in all preceding paragraphs.

34. Pursuant to California Labor Code § 204, for all labor performed between the 1st and 15th days of any calendar month, DEFENDANTS are required to pay their nonexempt employees between the 16th and 26th day of the month during which the labor was performed. California Labor Code § 204 also provides that for all labor performed between the 16th and 26th days of any calendar month, DEFENDANTS are required to pay their nonexempt employees between the 1st and 10th day of the following calendar month. In addition, California Labor Code § 204 provides that all wages earned for labor in excess of the normal work period shall be paid no later than the payday of the next regular payroll period.

35. During the CLASS PERIOD, DEFENDANTS knowingly and willfully failed to pay PLAINTIFFS and CLASS MEMBERS all the wages they earned when due as required by California Labor Code § 204.

36. Pursuant to California Labor Code § 210, failure to pay the wages of each employee as provided in California Labor Code § 204 will subject DEFENDANTS to a civil penalty of: (1) one hundred dollars (\$100) for each failure to pay each employee for each initial violation; and (2) two hundred dollars (\$200) for each failure to pay each employee, plus twenty-five percent (25%) of the amount unlawfully withheld, for each subsequent violation.

37. DEFENDANTS' conduct described herein violates California Labor Code § 204.

1 As a proximate result of the aforementioned violations, PLAINTIFFS and CLASS MEMBERS
2 have been damaged in an amount according to proof at trial. Therefore, pursuant to California
3 Labor Code §§ 200, 210, 226, 558, 1194, 1197.1, 2699, and other applicable provisions under
4 the Labor Code and IWC Wage Orders, PLAINTIFFS and CLASS MEMBERS are entitled to
5 recover the unpaid balance of wages owed to them by DEFENDANTS, plus interest, penalties,
6 attorneys' fees, expenses, and costs of suit.

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8 **SIXTH CAUSE OF ACTION**

9 **Failure to Pay All Wages Due to Discharged and Quitting Employees**

10 **[Cal. Labor Code §§ 201, 202, 203]**

11 **(Against all DEFENDANTS)**

12 38. PLAINTIFFS incorporate herein by specific reference, as though fully set forth,
13 the allegations in all preceding paragraphs.

14 39. Pursuant to California Labor Code § 201, 202, and 203, DEFENDANTS are
15 required to pay all earned and unpaid wages to an employee who is discharged. California Labor
16 Code § 201 mandates that if an employer discharges an employee, the employee's wages accrued
17 and unpaid at the time of discharge are due and payable immediately.

18 40. Furthermore, pursuant to California Labor Code § 202, DEFENDANTS are
19 required to pay all accrued wages due to an employee no later than 72 hours after the employee
20 quits his or her employment, unless the employee provided 72 hours previous notice of his or her
21 intention to quit, in which case the employee is entitled to his or her wages at the time of
22 quitting.

23 41. California Labor Code § 203 provides that if an employer willfully fails to pay, in
24 accordance with California Labor Code §§ 201 and 202, any wages of an employee who is
25 discharged or who quits, the employer is liable for waiting time penalties in the form of
26 continued compensation to the employee at the same rate for up to 30 workdays.

27 42. During the CLASS PERIOD, DEFENDANTS have willfully failed to pay
28 accrued wages and other compensation to PLAINTIFFS and CLASS MEMBERS in accordance

1 with California Labor Code §§ 201, 202, and 203.

2 43. As a result, PLAINTIFFS and CLASS MEMBERS are entitled to all available
3 statutory penalties, including the waiting time penalties provided in California Labor Code §
4 203, together with interest thereon, as well as other available remedies.

5 44. As a proximate result of DEFENDANTS' unlawful actions and omissions,
6 PLAINTIFFS and CLASS MEMBERS have been deprived of compensation in an amount
7 according to proof at the time of trial, but in excess of the jurisdiction of this Court, and are
8 entitled to recovery of such amounts, plus interest thereon, and attorneys' fees and costs,
9 pursuant to California Labor Code §§ 1194 and 2699.

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11 **SEVENTH CAUSE OF ACTION**

12 **Failure to Maintain Required Records**

13 **[Cal. Labor Code §§ 226, 1174; IWC Wage Order Nos. 8, 13, and 14, § 7]**

14 **(Against all DEFENDANTS)**

15 45. PLAINTIFFS incorporate herein by specific reference, as though fully set forth,
16 the allegations in all preceding paragraphs.

17 46. During the CLASS PERIOD, as part of DEFENDANTS' illegal payroll policies
18 and practices to deprive PLAINTIFFS and CLASS MEMBERS of all wages earned and due,
19 DEFENDANTS knowingly and intentionally failed to maintain records as required under
20 California Labor Code §§ 226, 1174, and IWC Wage Order Nos. 8, 13, and 14, § 7, including but
21 not limited to the following records: total daily hours worked by each employee; applicable rates
22 of pay; all deductions; meal periods; time records showing when each employee begins and ends
23 each work period; and accurate itemized statements.

24 47. As a proximate result of DEFENDANTS' unlawful actions and omissions,
25 PLAINTIFFS and CLASS MEMBERS have been damaged in an amount according to proof at
26 trial, and are entitled to all wages earned and due, plus interest thereon. Additionally,
27 PLAINTIFFS and CLASS MEMBERS are entitled to all available statutory penalties, including
28 but not limited to civil penalties pursuant to California Labor Code §§ 226(e), 226.3, and 1174.5,

1 and an award of costs, expenses, and reasonable attorneys' fees, including but not limited to
2 those provided in California Labor Code § 226(e), as well as other available remedies.

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4 **EIGHTH CAUSE OF ACTION**

5 **Failure to Furnish Accurate Itemized Wage Statements**

6 **[Cal. Labor Code §§ 226; IWC Wage Order Nos. 8, 13, and 14, § 7]**

7 **(Against all DEFENDANTS)**

8 48. PLAINTIFFS incorporate herein by specific reference, as though fully set forth,
9 the allegations in all preceding paragraphs.

10 49. During the CLASS PERIOD, DEFENDANTS routinely failed to provide
11 PLAINTIFFS and CLASS MEMBERS with timely, accurate, and itemized wage statements in
12 writing showing each employee's gross wages earned, total hours worked, all deductions made,
13 net wages earned, the inclusive dates of the period for which the employee is paid, the name and
14 address of the legal entity or entities employing PLAINTIFFS and CLASS MEMBERS, and all
15 applicable hourly rates in effect during each pay period and the corresponding number of hours
16 worked at each hourly rate, in violation of California Labor Code § 226 and IWC Wage Order
17 Nos. 8, 13, and 14, § 7.

18 50. During the CLASS PERIOD, DEFENDANTS knowingly and intentionally failed
19 to provide PLAINTIFFS and CLASS MEMBERS with timely, accurate, and itemized wage
20 statements in accordance with California Labor Code § 226(a).

21 51. As a proximate result of DEFENDANTS' unlawful actions and omissions, PLAINTIFFS
22 and CLASS MEMBERS have been damaged in an amount according to proof at trial, and seek
23 all wages earned and due, plus interest thereon. Additionally, PLAINTIFFS and CLASS
24 MEMBERS are entitled to all available statutory penalties, including but not limited to civil
25 penalties pursuant to California Labor Code §§ 226(e), 226.3, and 1174.5, and an award of costs,
26 expenses, and reasonable attorneys' fees, including but not limited to those provided in
27 California Labor Code § 226(e), as well as other available remedies.

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1 **NINTH CAUSE OF ACTION**

2 **Failure to Indemnify Employees for Necessary Expenditures**

3 **Incurred in Discharge of Duties**

4 **[Cal. Labor Code § 2802]**

5 **(Against all DEFENDANTS)**

6 52. PLAINTIFFS incorporate herein by specific reference, as though fully set forth,
7 the allegations in all preceding paragraphs.

8 53. California Labor Code § 2802(a) requires an employer to indemnify an employee
9 for all necessary expenditures or losses incurred by the employee in direct consequence of the
10 discharge of his or her duties, or of his or her obedience to the directions of the employer.

11 54. During the CLASS PERIOD, DEFENDANTS knowingly and willfully failed to
12 indemnify PLAINTIFFS and CLASS MEMBERS for all business expenses and/or losses
13 incurred in direct consequence of the discharge of their duties while working under the direction
14 of DEFENDANTS, including but not limited to expenses for uniforms, travel expenses, cell
15 phone usage, and other employment-related expenses, in violation of California Labor Code §
16 2802.

17 55. As a proximate result of DEFENDANTS' unlawful actions and omissions,
18 PLAINTIFFS and CLASS MEMBERS have been damaged in an amount according to proof at
19 trial, and seek reimbursement of all necessary expenditures, plus interest thereon pursuant to
20 California Labor Code § 2802(b). Additionally, PLAINTIFFS and CLASS MEMBERS are
21 entitled to all available statutory penalties and an award of costs, expenses, and reasonable
22 attorneys' fees, including those provided in California Labor Code § 2802(c), as well as other
23 available remedies.

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1 **TENTH CAUSE OF ACTION**

2 **Unfair and Unlawful Business Practices**

3 **[Cal. Bus. & Prof. Code §§ 17200 et. seq.]**

4 **(Against all DEFENDANTS)**

5 56. PLAINTIFFS incorporate herein by specific reference, as though fully set forth,
6 the allegations in all preceding paragraphs.

7 57. Each and every one of DEFENDANTS' acts and omissions in violation of the
8 California Labor Code and/or the applicable IWC Wage Order as alleged herein, including but
9 not limited to DEFENDANTS' failure and refusal to provide required meal periods,
10 DEFENDANTS' failure and refusal to provide required rest periods, DEFENDANTS' failure
11 and refusal to pay overtime compensation, DEFENDANTS' failure and refusal to pay minimum
12 wages, DEFENDANTS' failure and refusal to furnish accurate itemized wage statements;
13 DEFENDANTS' failure and refusal to maintain required records, DEFENDANTS' failure and
14 refusal to indemnify PLAINTIFFS and CLASS MEMBERS for necessary expenditures and/or
15 losses incurring in discharging their duties, constitutes an unfair and unlawful business practice
16 under California Business and Professions Code § 17200 et seq.

17 58. DEFENDANTS' violations of California wage and hour laws constitute a
18 business practice because DEFENDANTS' aforementioned acts and omissions were done
19 repeatedly over a significant period of time, and in a systematic manner, to the detriment of
20 PLAINTIFFS and CLASS MEMBERS.

21 59. DEFENDANTS have avoided payment of wages, overtime wages, meal periods,
22 rest periods, and other benefits as required by the California Labor Code, the California Code of
23 Regulations, and the applicable IWC Wage Order. Further, DEFENDANTS have failed to
24 record, report, and pay the correct sums of assessment to the state authorities under the
25 California Labor Code and other applicable regulations.

26 60. As a result of DEFENDANTS' unfair and unlawful business practices,
27 DEFENDANTS have reaped unfair and illegal profits during the CLASS PERIOD at the
28 expense of PLAINTIFFS, CLASS MEMBERS, and members of the public. DEFENDANTS

1 should be made to disgorge their ill-gotten gains and to restore them to PLAINTIFFS and
2 CLASS MEMBERS.

3 61. DEFENDANTS' unfair and unlawful business practices entitle PLAINTIFFS and
4 CLASS MEMBERS to seek preliminary and permanent injunctive relief, including but not
5 limited to orders that DEFENDANTS account for, disgorge, and restore to PLAINTIFFS and
6 CLASS MEMBERS the wages and other compensation unlawfully withheld from them.
7 PLAINTIFFS and CLASS MEMBERS are entitled to restitution of all monies to be disgorged
8 from DEFENDANTS in an amount according to proof at the time of trial, but in excess of the
9 jurisdiction of this Court.

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PRAYER FOR RELIEF

WHEREFORE, PLAINTIFFS, individually and on behalf of all other persons similarly situated, respectfully pray for relief against DEFENDANTS and DOES 1 through 100, inclusive, and each of them, as follows:

1. For compensatory damages in an amount to be ascertained at trial;
2. For restitution of all monies due to PLAINTIFFS and CLASS MEMBERS, as well as disgorged profits from the unfair and unlawful business practices of DEFENDANTS;
3. For meal and rest period compensation pursuant to California Labor Code § 226.7 and IWC Wage Order Nos. 8, 13, and 14 ;
4. For liquidated damages pursuant to California Labor Code §§ 1194.2 and 1197.1;
5. For preliminary and permanent injunctive relief enjoining DEFENDANTS from violating the relevant provisions of the California Labor Code and the IWC Wager Orders, and from engaging in the unlawful business practices complained of herein;
6. For waiting time penalties pursuant to California Labor Code § 203;
7. For statutory and civil penalties according to proof, including but not limited to all penalties authorized by the California Labor Code §§ 210, 226.3, 226(e), 558, 1197.1, and 2699;
8. For interest on the unpaid wages at 10% per annum pursuant to California Labor Code §§ 218.6, 1194, 2802, California Civil Code §§ 3287, 3288, and/or any other applicable provision providing for pre-judgment interest;
9. For reasonable attorneys' fees and costs pursuant to California Labor Code §§ 218.5, 1021.5, 1194, 2699, 2802, California Civil Code § 1021.5, and/or any other applicable provisions providing for attorneys' fees and costs;
10. For declaratory relief;
11. For an order requiring and certifying the First, Second, Third, Fourth, Fifth, Sixth, Seventh, Eighth, Ninth, and Tenth Causes of Action as a class action;
12. For an order appointing PLAINTIFFS as class representatives, and PLAINTIFFS' counsel as class counsel; and
13. For such further relief that the Court may deem just and proper.

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DATED: April 23, 2025

Respectfully submitted,

SOLOUKI | SAVOY, LLP

By: *Shoham Solouki*
SHOHAM J. SOLOUKI
GRANT JOSEPH SAVOY
Attorneys for Plaintiff
ADALBERTO CASTRO ZAVALA, AND ENRIQUE
VARGAS HERNANDEZ

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DEMAND FOR JURY TRIAL

PLAINTIFFS, individually and on behalf of all other persons similarly situated, hereby demand a jury trial with respect to all issues triable of right by jury.

DATED: April 23, 2025

Respectfully submitted,

SOLOUKI | SAVOY, LLP

Shoham Solouki

By: _____

SHOHAM J. SOLOUKI
GRANT JOSEPH SAVOY
Attorneys for Plaintiff
ADALBERTO CASTRO ZAVALA, AND ENRIQUE
VARGAS HERNANDEZ