

DOUGLAS HAN (SBN 232858)
SHUNT TATAVOS-GHARAJEH (SBN 272164)
CHRISTOPHER PETERSEN (SBN 260631)
JUSTICE LAW CORPORATION
751 N. Fair Oaks Avenue, Suite 101
Pasadena, California 91103
Telephone: (818) 230-7502
Facsimile: (818) 230-7259

Attorneys for Plaintiff

ELECTRONICALLY FILED
Merced Superior Court
5/16/2025 1:23 PM
Amanda Toste
Clerk of the Superior Court
By: Patricia Palmerin, Deputy

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF MERCED**

DONOVAN SOTO, individually, and on
behalf of aggrieved employees pursuant to the
Private Attorneys General Act (“PAGA”);

Plaintiff,

v.

MID-VALLEY DISPOSAL, a California
Corporation; MID-VALLEY DISPOSAL,
LLC, a California limited liability company;
MID-VALLEY DISPOSAL HOLDINGS,
LLC, a California limited liability company;
MID-VALLEY RECYCLING, LLC, a
California limited liability company; and
DOES 1 through 100, inclusive;

Defendants.

Case No.: 23CV-00762

**FIRST AMENDED COMPLAINT FOR
CIVIL PENALTIES FOR VIOLATION
OF LABOR CODE § 2698 *et seq.*
(PRIVATE ATTORNEYS GENERAL
ACT OF 2004)**

1 Plaintiff Donovan Soto ("Plaintiff") hereby submits his Complaint against Defendants
2 Mid-Valley Disposal; Mid-Valley Disposal, LLC; Mid-Valley Disposal Holdings, LLC; Mid-
3 Valley Recycling, LLC ("Mid-Valley Defendants"), Real Time Staffing Services, LLC
4 ("Defendant Real Time"); and DOES 1 through 100, inclusive; (collectively, "Defendants"), on
5 behalf of himself and other current and former aggrieved employees of Defendants for penalties
6 as follows:

7 **INTRODUCTION**

8 1. This representative action is brought pursuant to Labor Code section 2698
9 *et seq.* (the Private Attorneys General Act of 2004 ("PAGA")) for Defendants' violations of Labor
10 Code sections 201, 202, 203, 204, 210, 218.5, 221, 226(a), 226.3, 226.7, 246, 432.5, 510, 512(a),
11 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802.

12 2. This Complaint challenges Defendants' systemic illegal employment
13 practices resulting in violations of the stated provisions of the Labor Code against the identified
14 group of employees.

15 3. Plaintiff is informed and believes and thereon alleges Defendants jointly
16 and severally acted intentionally and with deliberate indifference and conscious disregard to the
17 rights of all employees in (1) failing to pay all meal period wages and rest break wages, (2) failing
18 to properly calculate and pay all minimum and overtime wages, (3) failing to provide accurate
19 wage statements, (4) failing to pay all wages due and owing during employment and upon
20 termination of employment, and (5) failing to reimburse all necessary business expenses.

21 **JURISDICTION AND VENUE**

22 4. This action is brought pursuant to PAGA. The civil penalties sought by
23 Plaintiff exceed the minimal jurisdiction limits of the Superior Court and will be established
24 according to proof at trial.

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

6. This Court has jurisdiction over the violations of PAGA and Labor Code sections 201, 202, 203, 204, 210, 218.5, 221, 226(a), 226.3, 226.7, 246, 432.5, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802.

7. This Court has jurisdiction over all Defendants because, upon information and belief, each party has sufficient minimum contacts in California, or otherwise intentionally avails itself of California law so as to render the exercise of jurisdiction over it by the California courts consistent with traditional notions of fair play and substantial justice.

8. Venue is proper in this Court because, upon information and belief, the named Defendants transact business and/or have offices in this county, and the acts and omissions alleged herein took place in this county. Moreover, this action is brought on behalf of the State of California as a private attorney general and has jurisdiction in this venue.

PARTIES

9. Plaintiff is an individual residing in the State of California. Plaintiff was employed by Defendants within the statutory time period.

10. Plaintiff is informed and believes and thereon alleges that Defendants are licensed to do business and are actually doing business in the State of California, including the County of Merced.

11. Plaintiff does not know the true names or capacities, whether individual, partner or corporate, of Defendants sued herein as DOES 1 through 100, inclusive, and for that reason, said Defendants are sued under such fictitious names, and Plaintiff prays for leave to amend this complaint when the true names and capacities are known. Plaintiff is informed and believes and thereon alleges that each of Defendants designated as a DOE was responsible in some way for the matters alleged herein and proximately caused Plaintiff and other current and former aggrieved employees to be subject to the illegal employment practices, wrongs and injuries complained of herein.

///

///

///

12. At all times herein mentioned, Defendants, and each of them, were agents, partners, joint venturers, 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 venturers, representatives, servants, employees, successors, co-conspirators and assigns, and that all acts or omissions alleged herein were duly committed with ratification, knowledge, permission, encouragement, authorization and consent of each Defendant designated herein.

13. As such, and based upon all the facts and circumstances incident to Defendants' business in California, Defendants are subject to PAGA and Labor Code sections 201, 202, 203, 204, 210, 218.5, 221, 226(a), 226.3, 226.7, 246, 432.5, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802.

CAUSE OF ACTION
VIOLATION OF PAGA
(AGAINST ALL DEFENDANTS BY PLAINTIFF)

14. Plaintiff re-alleges and incorporates by reference paragraphs 1 through 13 as though fully set forth herein.

15. PAGA expressly establishes that any provision of the Labor Code which provides for a civil penalty to be assessed and collected by the LWDA, or any of its departments, divisions, commissions, boards, agencies or employees for a violation of the Labor Code, may be recovered through a civil action brought by an aggrieved employee on behalf of himself or herself, and other current or former employees.

16. On December 22, 2022, Plaintiff provided written notice to the LWDA and Defendants of the specific provisions of the Labor Code he contends were violated, and the theories supporting his contentions. Plaintiff believes that on or about February 25, 2023, the sixty-five (65) days' notice period expired, and the LWDA did not take any action to investigate or prosecute this matter. Attached hereto as **Exhibit 1** and incorporated by reference is a copy of the written notice to the LWDA.

///

1 17. On March 25, 2025, Plaintiff provided an amended written notice to the
2 LWDA and Defendants of the specific provisions of the Labor Code he contends were violated,
3 and the theories supporting his contentions. Plaintiff believes that on or about May 29, 2025, the
4 sixty-five (65) days' notice period will expire, and the LWDA will not take any action to
5 investigate or prosecute this matter. Attached hereto as **Exhibit 2** and incorporated by reference is
6 a copy of the amended written notice to the LWDA. Therefore, Plaintiff exhausted the statutory
7 time period to bring this action.

8 18. Plaintiff and the other hourly-paid or non-exempt employees are “aggrieved
9 employees” as defined by Labor Code section 2699(c) in that they are all current and former
10 hourly-paid or non-exempt employees of Mid-Valley Defendants within the State of California at
11 any time during the period from December 21, 2021, through February 20, 2025 and all current
12 and former hourly-paid or non-exempt employees of Defendant Real Time who were assigned to
13 labor for Mid-Valley Defendants within the State of California at any time during the period from
14 December 21, 2021, through February 20, 2025, and one or more of the alleged violations was
15 committed against them.

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

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

21 20. As a policy and practice, Defendants failed to compensate Plaintiff and
22 other aggrieved current and former employees for all hours worked, resulting in a failure to pay
23 all minimum wages and overtime wages, where applicable.

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

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

22. As a policy and practice, Defendants failed to provide Plaintiff and other aggrieved current and former employees with legally-mandated meal periods and rest breaks and failed to pay proper compensation for this failure.

Failure to Timely Pay Wages During Employment

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

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

Failure to Timely Pay Wages Upon Termination

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

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

Failure to Provide Complete and Accurate Wage Statements

27. At all times relevant herein, Defendants were required to keep *accurate* records regarding their employees pursuant to the mandate of Labor Code sections 226 and 1174.

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

///

///

Failure to Reimburse Business Expenses

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

30. As a policy and practice, Defendants failed to pay Plaintiff and other aggrieved current and former employees all business expenses incurred and owing them within the required time period.

Penalties

31. Pursuant to Labor Code section 2699, Plaintiff, individually, and on behalf of other current and former aggrieved employees, requests and is entitled to recover from Defendants, and each of them, civil penalties, interest, attorneys' fees and costs pursuant, including but not limited to:

- a. Penalties under Labor Code section 2699 in the amount of a hundred dollars (\$100) for each aggrieved employee per pay period for the initial violation, and two hundred dollars (\$200) for each aggrieved employee per pay period for each subsequent violation;
- b. Penalties under Code of Regulations Title 8 section 11040 in the amount of fifty dollars (\$50) for each aggrieved employee per pay period for the initial violation, and one hundred dollars (\$100) for each aggrieved employee per pay period for each subsequent violation;
- c. Penalties under Labor Code section 210 in addition to, and entirely independent and apart from, any other penalty provided in the Labor Code in the amount of a hundred dollars (\$100) for each aggrieved employee per pay period for the initial violation, and two hundred dollars (\$200) for each aggrieved employee per pay period for each subsequent violation;

///

///

- d. Penalties under Labor Code section 1197.1 in the amount of a hundred dollars (\$100) for each aggrieved employee per pay period for the initial violation, and two hundred fifty dollars (\$250) for each aggrieved employee per pay period for each subsequent violation;
- e. Any and all additional penalties as provided by the Labor Code and/or other statutes; and
- f. Attorneys' fees and costs pursuant to Labor Code sections 210, 1194, and 2699, and any other applicable statute.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff, on his own behalf and as representative of other current and former aggrieved employees pursuant to PAGA, prays for judgment as follows:

1. Upon the Cause of Action, for civil penalties pursuant to statute as set forth in Labor Code section 2698 *et seq.*, for Defendants' violations of Labor Code sections 201, 202, 203, 204, 210, 218.5, 221, 226(a), 226.3, 226.7, 246, 432.5, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802.
2. Upon the Cause of Action, for costs and attorneys' fees pursuant to Labor Code sections 210, 218.5, 1194, and 2699, and any other applicable statute; and
3. For such other and further relief the court may deem just and proper.

Dated: May 16, 2025

JUSTICE LAW CORPORATION

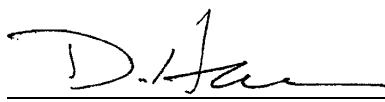
By: 
Douglas Han
Shunt Tatavos-Gharajeh
Christopher Petersen
Attorneys for Plaintiff

EXHIBIT 1

December 22, 2022

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: MID-VALLEY DISPOSAL, MID-VALLEY DISPOSAL, LLC, MID-VALLEY
DISPOSAL HOLDINGS, LLC AND MID-VALLEY RECYCLING, LLC**

Dear Representative:

We have been retained to represent Donovan Soto against Mid-Valley Disposal, Mid-Valley Disposal, LLC, Mid-Valley Disposal Holdings, LLC and Mid-Valley Recycling, LLC (including any and all affiliates, managers, members, subsidiaries, and parents, and their shareholders, officers, directors, and employees), any individual, owner, officer and managing agent, DOES 1-10 as an "Employer" or person acting on behalf of an "Employer" pursuant to California Labor Code section 558.1, and DOES 11-20¹ for violations of California wage-and-hour laws (hereinafter collectively referred to as "MVD").

Mr. Soto is pursuing his California Labor Code section 2698, *et seq.*, the Private Attorneys General Act of 2004 ("PAGA") claim on a representative basis. Therefore, Mr. Soto may seek penalties 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.

Mid-Valley Disposal is a California corporation located at 15300 W. Jensen Ave., Kerman, California 93630. Mid-Valley Disposal, LLC, Mid-Valley Disposal Holdings, LLC and Mid-Valley Recycling, LLC are California limited liability companies located at 15300 W. Jensen Ave., Kerman, California 93630.

///

///

¹ Mr. Soto 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. Soto will amend this notice when the true names and capacities are known. Mr. Soto is informed and believes that each DOE was responsible in some way for the matters alleged herein and proximately caused Mr. Soto and other current and former aggrieved employees to be subject to the illegal employment practices, wrongs and injuries complained of herein.

MVD employed Mr. Soto as an hourly-paid non-exempt Helper within one year of the data of this letter (until in or about Summer of 2022) in the State of California. MVD directly controlled the wages, hours and/or working conditions of Mr. Soto and other aggrieved employees' employment, including direction, retention, scheduling, supervision, and termination.

The "aggrieved employees" that Mr. Soto may seek penalties on behalf of are all current and former hourly-paid or non-exempt employees (whether hired directly or through a staffing agency) of MVD within the State of California.

MVD failed to properly pay its hourly-paid or non-exempt 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. Soto has standing to pursue penalties on behalf of the state for violations affecting all the aggrieved employees at MVD, regardless of their classification, job title, location, or whether they were hired directly or through a staffing agency.

MVD 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, 210, 218.5, 221, 226(a), 226.3, 226.7, 246, 432.5, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802, and the IWC Wage Orders.

///

///

///

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 premium overtime rates. During the relevant time period, Mr. Soto and other aggrieved employees routinely worked in excess of 8 hours in a day and 40 hours in a week. MVD failed to compensate Mr. Soto and other aggrieved employees for all hours worked and performing off-the-clock work, including pre- and post-shift, and during meal breaks. MVD also failed to include non-discretionary bonuses and incentives in Mr. Soto and other aggrieved employees' regular rate of pay for purposes of overtime compensation. Moreover, MVD automatically deducted 30-minutes for meal breaks from Mr. Soto and other aggrieved employees' time regardless of whether MVD provided them with meal breaks. Therefore, Mr. Soto and aggrieved employees were entitled to receive certain wages for overtime compensation, but they were not paid for all overtime hours worked.

California Labor Code section 246 requires that employers provide employees with paid sick leave of not less than one hour per every 30 hours worked. California Labor Code section 246(l) also requires that paid sick leave be paid at a non-exempt employee's regular rate of pay for the workweek in which the employee uses paid sick time or at a rate calculated by dividing the employee's total wages, not including overtime premium pay, by the employee's total hours worked in the full pay periods of the prior 90 days of employment. During the relevant time period, MVD failed to pay Mr. Soto and other aggrieved employees with paid sick leave that complied with California Labor Code section 246, by, for example, failing to pay paid sick leave at non-exempt employee's regular rate of pay or at a rate calculated by dividing the employee's total wages, not including overtime premium pay, by the employee's total hours worked in the full pay periods of the prior 90 days of employment.

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 break is not provided. During the relevant time period, MVD routinely required Mr. Soto and other aggrieved employees to work through, interrupt, cut short, and/or delay their meal and rest breaks to comply with MVD's policies and expectations. MVD failed to provide coverage to Mr. Soto and other aggrieved employees so they may be relieved of all work duties and take legally mandated meal and rest breaks. Moreover, MVD also failed to authorize and permit Mr. Soto 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, MVD failed to compensate Mr. Soto and other aggrieved employees all the premium wages they were owed, including failing to pay premium wages at Mr. Soto and other aggrieved employees' regular rate of pay.

///

California Labor Code section 551 states “[e]very person employed in any occupation of labor is entitled to one day’s rest therefrom in seven.” Section 552 further states “[n]o employer of labor shall cause his employees to work more than six days in seven.” MVD required aggrieved employees to work seven days in a row or more without one day’s rest.

California Labor Code section 432.5 states “[n]o employer, or agent, manager, superintendent, or officer thereof, shall require any employee or applicant for employment to agree, in writing, to any term or condition which is known by such employer, or agent, manager, superintendent, or officer thereof to be prohibited by law.” MVD required aggrieved employees to execute arbitration agreements as a condition of employment despite knowing that such agreements are prohibited under Labor Code section 432.6.

California Labor Code section 201 requires that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately. California Labor Code section 202 requires that if an employee not having a written contract for a definite period quits his or her employment, his or her wages shall become due and payable not later than 72 hours thereafter, unless the employee has given 72 hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting. California Labor Code section 203 provides that if an employer willfully fails to pay, without abatement or reduction, in accordance with Labor Code sections 201 201.3, 201.5, 201.6, 201.8, 201.9, 202, and 205.5, any wages of an employee who is discharged or who quits, the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until an action therefor is commenced; but the wages shall not continue for more than 30 days. During the relevant time period, MVD failed to pay Mr. Soto and other aggrieved employees all wages, including for uncompensated off-the-clock work, unpaid overtime premiums and premium wages for failing to provide legally mandated meal and rest breaks, due to them within any time period specified by California Labor Code sections 201 and 203 and therefore is liable under California Labor Code section 203.

///

///

///

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, MVD failed to pay Mr. Soto and other aggrieved employees all wages due to them, including for uncompensated off-the-clock work, unpaid overtime premiums and premium wages for failing to provide legally mandated meal and rest breaks within any time period specified by California Labor Code section 204.

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, MVD did not provide Mr. Soto and other aggrieved employees with complete and accurate itemized wage statements. The wage statements they received from MVD 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. Soto and other aggrieved employees, (2) total hours worked by Mr. Soto and other aggrieved employees, (3) the number of piece-rate units earned and any applicable piece rate by Mr. Soto and other aggrieved employees (4) all deductions for Mr. Soto and other aggrieved employees, (5) net wages earned by Mr. Soto and other aggrieved employees, (6) the inclusive dates of the period for which Mr. Soto 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. Soto and other aggrieved employees.

California Labor Code section 558 allows recovery of penalties. (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. Soto and other aggrieved employees have been denied their wages and premium 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, MVD failed to keep accurate and complete payroll records showing the hours worked daily and the wages paid, to Mr. Soto 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, MVD did not provide Mr. Soto and other aggrieved employees with the minimum wages to which they were entitled despite constructive and actual knowledge of off-the-clock work, including pre- and post-shift, and during meal breaks, and automatically deducting 30-minutes for meal breaks.

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 their employment, aggrieved employees incurred necessary business-related expenses and costs that were not fully reimbursed by MVD.

We believe that Mr. Soto and other current and former California-based hourly-paid or non-exempt employees are entitled to penalties as allowed under California Labor Code section 2698, *et seq.* for violations of Labor Code sections 201, 202, 203, 204, 210, 218.5, 221, 226(a), 226.3, 226.7, 246, 432.5, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802, and the IWC Wage Orders.

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.

LWDA
December 22, 2022
Page 7 of 7

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

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

Very truly yours,

JUSTICE LAW CORPORATION

A handwritten signature in black ink, appearing to read 'D. Han', with a stylized flourish at the end.

Douglas Han, Esq.

CC: (By Certified U.S. Mail Only):

Joseph John Kalpakoff
c/o Mid-Valley Disposal, Mid-Valley Disposal, LLC, Mid-Valley Disposal Holdings, LLC and
Mid-Valley Recycling, LLC
15300 W. Jensen Ave.
Kerman, California 93630
*Agent for Service of Process for Mid-Valley Disposal, Mid-Valley Disposal, LLC, Mid-Valley
Disposal Holdings, LLC and Mid-Valley Recycling, LLC*

EXHIBIT 2

March 25, 2025

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: **MID-VALLEY DISPOSAL, MID-VALLEY DISPOSAL, LLC, MID-VALLEY DISPOSAL HOLDINGS, LLC MID-VALLEY RECYCLING, LLC, AND REAL TIME STAFFING SERVICES, LLC**
LWDA Case No. 925794-22

Dear Representative:

We hereby amend our letter sent to your office on December 22, 2022 in compliance with the reporting requirements of California Labor Code section 2699.3. A true and correct copy of the December 22, 2022 letter is attached to this submission as **Exhibit A** for reference. We are amending this notice to add Real Time Staffing Services, LLC as an additional employer.

We have been retained to represent Donovan Soto against Mid-Valley Disposal, Mid-Valley Disposal, LLC, Mid-Valley Disposal Holdings, LLC, Mid-Valley Recycling, LLC, and Real Time Staffing Services, LLC (including any and all affiliates, managers, members, subsidiaries, and parents, and their shareholders, officers, directors, and employees), any individual, owner, officer and managing agent, DOES 1-10 as an "Employer" or person acting on behalf of an "Employer" pursuant to California Labor Code section 558.1, and DOES 11-20¹ for violations of California wage-and-hour laws (hereinafter collectively referred to as "MVD").

Mr. Soto is pursuing his California Labor Code section 2698, *et seq.*, the Private Attorneys General Act of 2004 ("PAGA") claim on a representative basis. Therefore, Mr. Soto may seek penalties 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.

Mid-Valley Disposal is a California corporation located at 15300 W. Jensen Ave., Kerman, California 93630. Mid-Valley Disposal, LLC, Mid-Valley Disposal Holdings, LLC and

¹ Mr. Soto 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. Soto will amend this notice when the true names and capacities are known. Mr. Soto is informed and believes that each DOE was responsible in some way for the matters alleged herein and proximately caused Mr. Soto and other current and former aggrieved employees to be subject to the illegal employment practices, wrongs and injuries complained of herein.

MVD employed Mr. Soto as an hourly-paid non-exempt Helper within one year of the data of this letter (until in or about Summer of 2022) in the State of California. MVD directly controlled the wages, hours and/or working conditions of Mr. Soto and other aggrieved employees' employment, including direction, retention, scheduling, supervision, and termination.

The "aggrieved employees" that Mr. Soto may seek penalties on behalf of are all current and former hourly-paid or non-exempt employees (whether hired directly or through a staffing agency) of MVD within the State of California.

MVD failed to properly pay its hourly-paid or non-exempt employees for all hours worked, failed to timely pay wages during employment, failed to properly provide or compensate minimum and overtime wages and for meal and rest breaks, failed to issue compliant wage statements, failed to timely pay wages upon termination, failed to provide sick pay, 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. Soto has standing to pursue penalties on behalf of the state for violations affecting all the aggrieved employees at MVD, regardless of their classification, job title, location, or whether they were hired directly or through a staffing agency.

MVD 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, 210, 218.5, 221, 226(a), 226.3, 226.7, 246, 432.5, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802, and IWC Wage Orders.

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 premium overtime rates.

///

///

During the relevant time period, Mr. Soto and other aggrieved employees routinely worked in excess of 8 hours in a day and 40 hours in a week. MVD failed to compensate Mr. Soto and other aggrieved employees for all hours worked and performing off-the-clock work, including pre- and post-shift, and during meal breaks. MVD also failed to include non-discretionary bonuses and incentives in Mr. Soto and other aggrieved employees' regular rate of pay for purposes of overtime compensation. Moreover, MVD automatically deducted 30-minutes for meal breaks from Mr. Soto and other aggrieved employees' time regardless of whether MVD provided them with meal breaks. Therefore, Mr. Soto and aggrieved employees were entitled to receive certain wages for overtime compensation, but they were not paid for all overtime hours worked.

California Labor Code section 246 requires that employers provide employees with paid sick leave of not less than one hour per every 30 hours worked. California Labor Code section 246(l) also requires that paid sick leave be paid at a non-exempt employee's regular rate of pay for the workweek in which the employee uses paid sick time or at a rate calculated by dividing the employee's total wages, not including overtime premium pay, by the employee's total hours worked in the full pay periods of the prior 90 days of employment.

During the relevant time period, MVD failed to pay Mr. Soto and other aggrieved employees with paid sick leave that complied with California Labor Code section 246, by, for example, failing to pay paid sick leave at non-exempt employee's regular rate of pay or at a rate calculated by dividing the employee's total wages, not including overtime premium pay, by the employee's total hours worked in the full pay periods of the prior 90 days of employment.

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 break is not provided.

During the relevant time period, MVD routinely required Mr. Soto and other aggrieved employees to work through, interrupt, cut short, and/or delay their meal and rest breaks to comply with MVD's policies and expectations. MVD failed to provide coverage to Mr. Soto and other aggrieved employees so they may be relieved of all work duties and take legally mandated meal and rest breaks. Moreover, MVD also failed to authorize and permit Mr. Soto 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, MVD failed to compensate Mr. Soto and other aggrieved employees all the premium wages they were owed, including failing to pay premium wages at Mr. Soto and other aggrieved employees' regular rate of pay.

California Labor Code section 551 states "[e]very person employed in any occupation of labor is entitled to one day's rest therefrom in seven." Section 552 further states "[n]o employer of labor shall cause his employees to work more than six days in seven."

During the relevant time period, MVD required aggrieved employees to work seven days in a row or more without one day's rest.

California Labor Code section 432.5 states "[n]o employer, or agent, manager, superintendent, or officer thereof, shall require any employee or applicant for employment to agree, in writing, to any term or condition which is known by such employer, or agent, manager, superintendent, or officer thereof to be prohibited by law."

During the relevant time period, MVD required aggrieved employees to execute arbitration agreements as a condition of employment despite knowing that such agreements are prohibited under Labor Code section 432.6.

California Labor Code section 201 requires that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately. California Labor Code section 202 requires that if an employee not having a written contract for a definite period quits his or her employment, his or her wages shall become due and payable not later than 72 hours thereafter, unless the employee has given 72 hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting. Finally, California Labor Code section 203 provides that if an employer willfully fails to pay, without abatement or reduction, in accordance with Labor Code sections 201, 201.3, 201.5, 201.6, 201.8, 201.9, 202, and 205.5, any wages of an employee who is discharged or who quits, the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until an action therefor is commenced; but the wages shall not continue for more than 30 days.

During the relevant time period, MVD failed to pay Mr. Soto and other aggrieved employees all wages, including for uncompensated off-the-clock work, unpaid overtime premiums and premium wages for failing to provide legally mandated meal and rest breaks, due to them within any time period specified by California Labor Code sections 201 and 203 and is liable under California Labor Code section 203.

///

///

///

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, MVD failed to pay Mr. Soto and other aggrieved employees all wages due to them, including for uncompensated off-the-clock work, unpaid overtime premiums and premium wages for failing to provide legally mandated meal and rest breaks within any time period specified by California Labor Code section 204.

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, MVD did not provide Mr. Soto and other aggrieved employees with complete and accurate itemized wage statements. The wage statements they received from MVD 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. Soto and other aggrieved employees, (2) total hours worked by Mr. Soto and other aggrieved employees, (3) the number of piece-rate units earned and any applicable piece rate by Mr. Soto and other aggrieved employees (4) all deductions for Mr. Soto and other aggrieved employees, (5) net wages earned by Mr. Soto and other aggrieved employees, (6) the inclusive dates of the period for which Mr. Soto 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. Soto and other aggrieved employees.

///

///

///

California Labor Code section 558 allows recovery of penalties. (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.

During the relevant time period, Mr. Soto and other aggrieved employees have been denied their wages and premium wages and 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 three years.

During the relevant time period, MVD failed to keep accurate and complete payroll records showing the hours worked daily and the wages paid, to Mr. Soto 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, MVD did not provide Mr. Soto and other aggrieved employees with the minimum wages to which they were entitled despite constructive and actual knowledge of off-the-clock work, including pre- and post-shift, and during meal breaks, and automatically deducting 30 minutes for meal breaks.

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 their employment, aggrieved employees incurred necessary business-related expenses and costs that were not fully reimbursed by MVD.

LWDA
March 25, 2025
Page 7 of 8

We believe that Mr. Soto and other current and former California-based hourly-paid or non-exempt employees are entitled to penalties as allowed under California Labor Code section 2698, *et seq.* for violations of Labor Code sections 201, 202, 203, 204, 210, 218.5, 221, 226(a), 226.3, 226.7, 246, 432.5, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802, and IWC Wage Orders.

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. Soto will seek these penalties on his own behalf and on behalf of other similarly situated California-based hourly-paid or non-exempt employees of MVD within one year of the date of this letter, as allowed by law.

///

///

///

LWDA
March 25, 2025
Page 8 of 8

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



Douglas Han, Esq.

CC: (By Certified U.S. Mail Only):

Joseph John Kalpakoff
c/o Mid-Valley Disposal, Mid-Valley Disposal, LLC, Mid-Valley Disposal Holdings, LLC and
Mid-Valley Recycling, LLC
15300 W. Jensen Ave.
Kerman, California 93630
Agent for Service of Process for Mid-Valley Disposal, Mid-Valley Disposal, LLC, Mid-Valley
Disposal Holdings, LLC and Mid-Valley Recycling, LLC

CC: (By Email Only):

David Hagopian
dhagopian@cdfsuitigation.com
Garrett Jensen
gjensen@cdfsflaborlaw.com
Counsel for Real Time Staffing Services, LLC

EXHIBIT A

December 22, 2022

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: MID-VALLEY DISPOSAL, MID-VALLEY DISPOSAL, LLC, MID-VALLEY
DISPOSAL HOLDINGS, LLC AND MID-VALLEY RECYCLING, LLC**

Dear Representative:

We have been retained to represent Donovan Soto against Mid-Valley Disposal, Mid-Valley Disposal, LLC, Mid-Valley Disposal Holdings, LLC and Mid-Valley Recycling, LLC (including any and all affiliates, managers, members, subsidiaries, and parents, and their shareholders, officers, directors, and employees), any individual, owner, officer and managing agent, DOES 1-10 as an "Employer" or person acting on behalf of an "Employer" pursuant to California Labor Code section 558.1, and DOES 11-20¹ for violations of California wage-and-hour laws (hereinafter collectively referred to as "MVD").

Mr. Soto is pursuing his California Labor Code section 2698, *et seq.*, the Private Attorneys General Act of 2004 ("PAGA") claim on a representative basis. Therefore, Mr. Soto may seek penalties 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.

Mid-Valley Disposal is a California corporation located at 15300 W. Jensen Ave., Kerman, California 93630. Mid-Valley Disposal, LLC, Mid-Valley Disposal Holdings, LLC and Mid-Valley Recycling, LLC are California limited liability companies located at 15300 W. Jensen Ave., Kerman, California 93630.

///

///

¹ Mr. Soto 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. Soto will amend this notice when the true names and capacities are known. Mr. Soto is informed and believes that each DOE was responsible in some way for the matters alleged herein and proximately caused Mr. Soto and other current and former aggrieved employees to be subject to the illegal employment practices, wrongs and injuries complained of herein.

MVD employed Mr. Soto as an hourly-paid non-exempt Helper within one year of the data of this letter (until in or about Summer of 2022) in the State of California. MVD directly controlled the wages, hours and/or working conditions of Mr. Soto and other aggrieved employees' employment, including direction, retention, scheduling, supervision, and termination.

The "aggrieved employees" that Mr. Soto may seek penalties on behalf of are all current and former hourly-paid or non-exempt employees (whether hired directly or through a staffing agency) of MVD within the State of California.

MVD failed to properly pay its hourly-paid or non-exempt 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. Soto has standing to pursue penalties on behalf of the state for violations affecting all the aggrieved employees at MVD, regardless of their classification, job title, location, or whether they were hired directly or through a staffing agency.

MVD 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, 210, 218.5, 221, 226(a), 226.3, 226.7, 246, 432.5, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802, and the IWC Wage Orders.

///

///

///

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 premium overtime rates. During the relevant time period, Mr. Soto and other aggrieved employees routinely worked in excess of 8 hours in a day and 40 hours in a week. MVD failed to compensate Mr. Soto and other aggrieved employees for all hours worked and performing off-the-clock work, including pre- and post-shift, and during meal breaks. MVD also failed to include non-discretionary bonuses and incentives in Mr. Soto and other aggrieved employees' regular rate of pay for purposes of overtime compensation. Moreover, MVD automatically deducted 30-minutes for meal breaks from Mr. Soto and other aggrieved employees' time regardless of whether MVD provided them with meal breaks. Therefore, Mr. Soto and aggrieved employees were entitled to receive certain wages for overtime compensation, but they were not paid for all overtime hours worked.

California Labor Code section 246 requires that employers provide employees with paid sick leave of not less than one hour per every 30 hours worked. California Labor Code section 246(l) also requires that paid sick leave be paid at a non-exempt employee's regular rate of pay for the workweek in which the employee uses paid sick time or at a rate calculated by dividing the employee's total wages, not including overtime premium pay, by the employee's total hours worked in the full pay periods of the prior 90 days of employment. During the relevant time period, MVD failed to pay Mr. Soto and other aggrieved employees with paid sick leave that complied with California Labor Code section 246, by, for example, failing to pay paid sick leave at non-exempt employee's regular rate of pay or at a rate calculated by dividing the employee's total wages, not including overtime premium pay, by the employee's total hours worked in the full pay periods of the prior 90 days of employment.

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 break is not provided. During the relevant time period, MVD routinely required Mr. Soto and other aggrieved employees to work through, interrupt, cut short, and/or delay their meal and rest breaks to comply with MVD's policies and expectations. MVD failed to provide coverage to Mr. Soto and other aggrieved employees so they may be relieved of all work duties and take legally mandated meal and rest breaks. Moreover, MVD also failed to authorize and permit Mr. Soto 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, MVD failed to compensate Mr. Soto and other aggrieved employees all the premium wages they were owed, including failing to pay premium wages at Mr. Soto and other aggrieved employees' regular rate of pay.

///

California Labor Code section 551 states “[e]very person employed in any occupation of labor is entitled to one day’s rest therefrom in seven.” Section 552 further states “[n]o employer of labor shall cause his employees to work more than six days in seven.” MVD required aggrieved employees to work seven days in a row or more without one day’s rest.

California Labor Code section 432.5 states “[n]o employer, or agent, manager, superintendent, or officer thereof, shall require any employee or applicant for employment to agree, in writing, to any term or condition which is known by such employer, or agent, manager, superintendent, or officer thereof to be prohibited by law.” MVD required aggrieved employees to execute arbitration agreements as a condition of employment despite knowing that such agreements are prohibited under Labor Code section 432.6.

California Labor Code section 201 requires that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately. California Labor Code section 202 requires that if an employee not having a written contract for a definite period quits his or her employment, his or her wages shall become due and payable not later than 72 hours thereafter, unless the employee has given 72 hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting. California Labor Code section 203 provides that if an employer willfully fails to pay, without abatement or reduction, in accordance with Labor Code sections 201 201.3, 201.5, 201.6, 201.8, 201.9, 202, and 205.5, any wages of an employee who is discharged or who quits, the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until an action therefor is commenced; but the wages shall not continue for more than 30 days. During the relevant time period, MVD failed to pay Mr. Soto and other aggrieved employees all wages, including for uncompensated off-the-clock work, unpaid overtime premiums and premium wages for failing to provide legally mandated meal and rest breaks, due to them within any time period specified by California Labor Code sections 201 and 203 and therefore is liable under California Labor Code section 203.

///

///

///

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, MVD failed to pay Mr. Soto and other aggrieved employees all wages due to them, including for uncompensated off-the-clock work, unpaid overtime premiums and premium wages for failing to provide legally mandated meal and rest breaks within any time period specified by California Labor Code section 204.

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, MVD did not provide Mr. Soto and other aggrieved employees with complete and accurate itemized wage statements. The wage statements they received from MVD 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. Soto and other aggrieved employees, (2) total hours worked by Mr. Soto and other aggrieved employees, (3) the number of piece-rate units earned and any applicable piece rate by Mr. Soto and other aggrieved employees (4) all deductions for Mr. Soto and other aggrieved employees, (5) net wages earned by Mr. Soto and other aggrieved employees, (6) the inclusive dates of the period for which Mr. Soto 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. Soto and other aggrieved employees.

California Labor Code section 558 allows recovery of penalties. (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. Soto and other aggrieved employees have been denied their wages and premium 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, MVD failed to keep accurate and complete payroll records showing the hours worked daily and the wages paid, to Mr. Soto 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, MVD did not provide Mr. Soto and other aggrieved employees with the minimum wages to which they were entitled despite constructive and actual knowledge of off-the-clock work, including pre- and post-shift, and during meal breaks, and automatically deducting 30-minutes for meal breaks.

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 their employment, aggrieved employees incurred necessary business-related expenses and costs that were not fully reimbursed by MVD.

We believe that Mr. Soto and other current and former California-based hourly-paid or non-exempt employees are entitled to penalties as allowed under California Labor Code section 2698, *et seq.* for violations of Labor Code sections 201, 202, 203, 204, 210, 218.5, 221, 226(a), 226.3, 226.7, 246, 432.5, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802, and the IWC Wage Orders.

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.

LWDA
December 22, 2022
Page 7 of 7

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

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 U.S. Mail Only):

Joseph John Kalpakoff
c/o Mid-Valley Disposal, Mid-Valley Disposal, LLC, Mid-Valley Disposal Holdings, LLC and
Mid-Valley Recycling, LLC
15300 W. Jensen Ave.
Kerman, California 93630
*Agent for Service of Process for Mid-Valley Disposal, Mid-Valley Disposal, LLC, Mid-Valley
Disposal Holdings, LLC and Mid-Valley Recycling, LLC*

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 Ave., Ste. 101 Pasadena, CA 91103, and my electronic service address is bitty@justicelawcorp.com.

On May 16, 2025, I served the foregoing document described as

**FIRST AMENDED COMPLAINT FOR CIVIL PENALTIES FOR VIOLATION OF
LABOR CODE § 2698 *et seq.* (PRIVATE ATTORNEYS GENERAL ACT OF 2004)**

on interested parties in this action by emailing a true and correct copy thereof to the email addresses as follows:

S. Brett Sutton (brett@suttonhague.com)

Jared Hague (jared@suttonhague.com)

file@suttonhague.com

service@suttonhague.com

SUTTON HAGUE LAW CORPORATION, P.C.

5250 N. Palm Ave, Ste 222

Fresno, CA 93704

Attorneys for Defendants Mid-Valley Disposal, Mid-Valley Disposal, LLC, Mid-Valley Disposal Holdings, LLC, and Mid-Valley Recycling, LLC

[X] BY E-MAIL

Pursuant to an agreement between the Parties regarding electronic service, the above-referenced document was transmitted to the addressee(s) at the e-mail addresses listed herein, which are their most recently known e-mail addresses or e-mail addresses of record in this action. I did not receive, within reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

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

CSC Lawyers Incorporating Service

c/o Real Time Staffing Services, LLC

2710 Gateway Oaks Drive

Sacramento, CA 95833

Agent for Service for Defendant Real Time Staffing Services, LLC

/ / /

/ / /

1 **[X] BY U.S. MAIL**

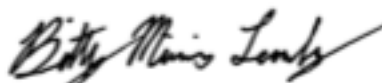
2 As follows: I am “readily familiar” with the firm’s practice of collection and processing
3 correspondence for mailing. Under that practice, it would be deposited with the U.S.
4 Postal Service on that day with postage thereon fully prepaid at Pasadena, California in
5 the ordinary course of business.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

8 **[X] STATE**

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

11 Executed on May 16, 2025, at Pasadena, California.

12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28



Bitty Minnis-Lemley

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 0
- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 0
- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8

PROOF OF SERVICE