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

EDGAR ROMERO GARCIA, an individual,  
on behalf of himself and all others similarly  
situated,

Plaintiff,

vs.

WEST-STAR NORTH DAIRY, a California  
general partnership; BENNETT GARY  
SLEGGERS, an individual; RHONDA LEE  
SLEGGERS, an individual; RICK WIELENGA,  
an individual; and DOES 1 through 50,  
inclusive,

Defendants.

CASE NO.: BCV-23-101229

CLASS ACTION

**COMPLAINT FOR:**

1. Failure to Provide Required Meal Periods
2. Failure to Provide Required Rest Periods
3. Failure to Pay Overtime Wages
4. Failure to Pay Minimum Wages
5. Failure to Pay All Wages Due to Discharged and Quitting Employees
6. Failure to Furnish Accurate Itemized Wage Statements
7. Failure to Maintain Required Records
8. Failure to Indemnify Employees for Necessary Expenditures Incurred in Discharge of Duties
9. Unfair and Unlawful Business Practices

**REPRESENTATIVE ACTION:**

10. Penalties under the Labor Code Private Attorneys General Act, as Representative Action

**DEMAND FOR JURY TRIAL**

1 **INTRODUCTION**

2 Plaintiff EDGAR ROMERO GARCIA (“PLAINTIFF”), an individual, demanding a jury  
3 trial, on behalf of himself and all other persons similarly situated, hereby alleges as follows:

4 **JURISDICTION AND VENUE**

5 1. The Superior Court of the State of California has jurisdiction in this matter because  
6 PLAINTIFF is a citizen and a resident of the State of California, and Defendants WEST-STAR  
7 NORTH DAIRY, a California general partnership; BENNETT GARY SLEGERS, an individual;  
8 RHONDA LEE SLEGERS, an individual; RICK WIELENGA, an individual; and DOES 1 through  
9 50, (collectively “DEFENDANTS”), are citizens of California, are qualified to do business in  
10 California and regularly conduct business in California. Further, no federal question is at issue  
11 because the claims are based solely on California law.

12 2. Venue is proper in this judicial district and the County of Kern, California because  
13 PLAINTIFF, and other persons similarly situated, performed work for DEFENDANTS in the  
14 County of Kern, DEFENDANTS maintain offices and facilities and transact business in the  
15 County of Kern, and because DEFENDANTS’ illegal payroll policies and practices which are the  
16 subject of this action were applied, at least in part, to PLAINTIFF, and other persons similarly  
17 situated, in the County of Kern.

18 **PLAINTIFF**

19 3. PLAINTIFF is a citizen and a resident of the State of California and an employee  
20 of DEFENDANTS during the relevant time period.

21 4. PLAINTIFF, on behalf of himself and all other similarly situated current and  
22 former non-exempt employees of DEFENDANTS in the State of California at any time during  
23 the four years preceding the filing of this action, and continuing while this action is pending,  
24 brings this class action to recover, among other things, wages and penalties from unpaid wages  
25 earned and due, including but not limited to unpaid minimum wages, unpaid and illegally  
26 calculated overtime compensation, illegal meal and rest period policies, failure to pay all wages  
27 due to discharged and quitting employees, failure to indemnify employees for necessary  
28 expenditures and/or losses incurred in discharging their duties, failure to provide accurate

1 itemized wage statements, failure to maintain required records, and interest, attorneys' fees, costs,  
2 and expenses.

3 5. PLAINTIFF brings this action on behalf of himself and the following similarly  
4 situated class of individuals ("CLASS MEMBERS"): all current and former non-exempt  
5 employees of DEFENDANTS in the State of California at any time within the period  
6 beginning four (4) years prior to the filing of this action and ending at the time this action  
7 settles or the class is certified (the "CLASS PERIOD"). PLAINTIFF reserves the right to  
8 name additional class representatives.

### 9 DEFENDANTS

10 6. PLAINTIFF is informed and believes, and thereon alleges, that Defendant WEST-  
11 STAR NORTH DAIRY is, and at all times relevant hereto was, a general partnership organized  
12 under the laws of the State of California. PLAINTIFF is further informed and believes, and  
13 thereon alleges, that Defendant WEST-STAR NORTH DAIRY is authorized to conduct business  
14 in the State of California, and does conduct business in the State of California. Specifically,  
15 Defendant WEST-STAR NORTH DAIRY maintains offices and facilities and conducts business  
16 in, and engages in illegal payroll practices or policies in, the County of Kern, State of California.

17 7. PLAINTIFF is informed and believes, and thereon alleges, that Defendant  
18 BENNETT GARY SLEGERS is, and at all times relevant hereto was, an individual residing in the  
19 State of California. At all times material to this complaint, Defendant BENNETT GARY  
20 SLEGERS was an owner or partner of WEST-STAR NORTH DAIRY and DOES 1-50, an alter  
21 ego of Defendant WEST-STAR NORTH DAIRY, and a joint employer of PLAINTIFF and  
22 CLASS MEMBERS. On information and belief, Defendant BENNETT GARY SLEGERS  
23 directly or indirectly employed or exercised control over the wages, hours, and working  
24 conditions of PLAINTIFF and CLASS MEMBERS, and Defendant BENNETT GARY  
25 SLEGERS caused the wage and hour violations herein, including but not limited to violations of  
26 the Labor Code, the Business and Professions Code, and the applicable IWC wage orders.

27 8. PLAINTIFF is informed and believes, and thereon alleges, that Defendant  
28 RHONDA LEE SLEGERS is, and at all times relevant hereto was, an individual residing in the

1 State of California. At all times material to this complaint, Defendant RHONDA LEE SLEGERS  
2 was an owner or partner of WEST-STAR NORTH DAIRY and DOES 1-50, an alter ego of  
3 Defendant WEST-STAR NORTH DAIRY, and a joint employer of PLAINTIFF and CLASS  
4 MEMBERS. On information and belief, Defendant RHONDA LEE SLEGERS directly or  
5 indirectly employed or exercised control over the wages, hours, and working conditions of  
6 PLAINTIFF and CLASS MEMBERS, and Defendant RHONDA LEE SLEGERS caused the  
7 wage and hour violations herein, including but not limited to violations of the Labor Code, the  
8 Business and Professions Code, and the applicable IWC wage orders.

9 9. PLAINTIFF is informed and believes, and thereon alleges, that Defendant RICK  
10 WIELENGA is, and at all times relevant hereto was, an individual residing in the State of  
11 California. At all times material to this complaint, Defendant RICK WIELENGA was an owner  
12 or partner of WEST-STAR NORTH DAIRY and DOES 1-50, an alter ego of Defendant WEST-  
13 STAR NORTH DAIRY, and a joint employer of PLAINTIFF and CLASS MEMBERS. On  
14 information and belief, Defendant RICK WIELENGA directly or indirectly employed or  
15 exercised control over the wages, hours, and working conditions of PLAINTIFF and CLASS  
16 MEMBERS, and Defendant RICK WIELENGA caused the wage and hour violations herein,  
17 including but not limited to violations of the Labor Code, the Business and Professions Code, and  
18 the applicable IWC wage orders.

19 10. On information and belief, Defendant WEST-STAR NORTH DAIRY and DOES  
20 1-50 are, and at all times material to this complaint were, the alter egos of Defendants  
21 BENNETT GARY SLEGERS, RHONDA LEE SLEGERS, and RICK WIELENGA. On  
22 further information and belief, the factors supporting the alter ego status of Defendant WEST-  
23 STAR NORTH DAIRY include but are not limited to the following: Defendants BENNETT  
24 GARY SLEGERS, RHONDA LEE SLEGERS, and RICK WIELENGA own or control  
25 Defendants WEST-STAR NORTH DAIRY and DOES 1-50 such that there is a unity of  
26 interests among DEFENDANTS; Defendants BENNETT GARY SLEGERS, RHONDA LEE  
27 SLEGERS, and RICK WIELENGA dictate the day-to-day business of Defendants WEST-  
28 STAR NORTH DAIRY and DOES 1-50, and they control the implementation of company

1 policies and procedures.

2 11. The true names and capacities of DOES 1 through 50, inclusive, are unknown to  
3 PLAINTIFF at this time, and PLAINTIFF therefore sues such DOE Defendants under fictitious  
4 names. PLAINTIFF is informed and believes, and thereon alleges, that each Defendant  
5 designated as a DOE is in some manner highly responsible for the occurrences alleged herein, and  
6 that PLAINTIFF and CLASS MEMBERS' injuries and damages, as alleged herein, were  
7 proximately caused by the conduct of such DOE Defendants. PLAINTIFF will seek leave of the  
8 court to amend this Complaint to allege their true names and capacities of such DOE Defendants  
9 when ascertained.

10 12. At all relevant times herein, DEFENDANTS were the joint employers of  
11 PLAINTIFF and CLASS MEMBERS. PLAINTIFF is informed and believes, and thereon alleges,  
12 that at all times material to this complaint DEFENDANTS were the alter egos, divisions,  
13 affiliates, integrated enterprises, joint employers, subsidiaries, parents, principals, related entities,  
14 co-conspirators, authorized agents, partners, joint venturers, and/or guarantors, actual or  
15 ostensible, of each other. Each Defendant was completely dominated by his, her or its co-  
16 Defendant, and each was the alter ego of the other.

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

27 14. PLAINTIFF is informed and believes, and thereon allege, that each and every one  
28 of the acts and omissions alleged herein were performed by, and/or attributable to, all

1 DEFENDANTS, each acting as agents and/or employees, and/or under the direction and control  
2 of, each of the other DEFENDANTS, and that said acts and failures to act were within the course  
3 and scope of said agency, employment and/or direction and control.

4 15. Pursuant to California Labor Code § 558.1, DEFENDANTS and any person acting  
5 on behalf of any of the DEFENDANTS, are liable for violating, or causing to violate, any  
6 provision regulating minimum wages or hours and days of work in any order of the Industrial  
7 Welfare Commission, or Labor Code §§ 203, 226, 226.7, 1193.6, 1194, or 2802.

8 16. As a direct and proximate result of the unlawful actions of DEFENDANTS,  
9 PLAINTIFF and CLASS MEMBERS have suffered, and continue to suffer, from loss of earnings  
10 in amounts as yet unascertained, but subject to proof at trial, and within the jurisdiction of this  
11 Court.

#### 12 **CLASS ACTION ALLEGATIONS**

13 17. This action is appropriately suited for a Class Action because:

14 a. The potential class is a significant number. Joinder of all current and  
15 former employees individually would be impractical.

16 b. This action involves common questions of law and fact to the potential  
17 class because the action focuses on DEFENDANTS' systematic course of illegal payroll practices  
18 and policies, which was applied to all non-exempt employees in violation of the Labor Code, the  
19 applicable IWC wage order, and the Business and Professions Code which prohibits unfair  
20 business practices arising from such violations.

21 c. The claims of PLAINTIFF are typical of the class because DEFENDANTS  
22 subjected all non-exempt employees to identical violations of the Labor Code, the applicable  
23 IWC wage order, and the Business and Professions Code.

24 d. PLAINTIFF is able to fairly and adequately protect the interests of all  
25 members of the class because it is in his best interests to prosecute the claims alleged herein to  
26 obtain full compensation due to them for all services rendered and hours 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 No. 8-2001, § 11]**

4 **(Against all DEFENDANTS)**

5 18. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the  
6 allegations in the foregoing paragraphs.

7 19. 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 PLAINTIFF and CLASS MEMBERS to take less than  
10 the 30-minute meal period, or to work through them, and have failed to otherwise provide the  
11 required meal periods to PLAINTIFF and CLASS MEMBERS pursuant to California Labor Code  
12 § 226.7, 512 and IWC Order No. 8-2001, § 11.

13 20. DEFENDANTS further violated California Labor Code §§ 226.7 and IWC Wage  
14 Order No. 8-2001, § 11 by failing to compensate PLAINTIFF and CLASS MEMBERS who were  
15 not provided with a meal period, in accordance with the applicable wage order, one additional  
16 hour of compensation at each employee's regular rate of pay for each workday that a meal period  
17 was not provided.

18 21. DEFENDANTS further violated California Labor Code §§ 226.7, 510, 1194,  
19 1197, and IWC Wage Order No. 8-2001 by failing to compensate PLAINTIFF and CLASS  
20 MEMBERS for all hours worked during their meal periods.

21 22. As a proximate result of the aforementioned violations, PLAINTIFF 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.

24 **SECOND CAUSE OF ACTION**

25 **Failure to Provide Required Rest Periods**

26 **[Cal. Labor Code §§ 226.7, 512; IWC Wage Order No. 8-2001, § 12]**

27 **(Against all DEFENDANTS)**

28 23. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the

1 allegations in the foregoing paragraphs.

2 24. At all times relevant herein, as part of DEFENDANTS' illegal payroll policies and  
3 practices to deprive their non-exempt employees all wages earned and due, DEFENDANTS  
4 failed to provide rest periods to PLAINTIFF and CLASS MEMBERS as required under  
5 California Labor Code §§ 226.7 and 512, and IWC Wage Order No. 8-2001, § 12.

6 25. DEFENDANTS further violated California Labor Code § 226.7 and IWC Wage  
7 Order No. 8-2001, § 12 by failing to pay PLAINTIFF and CLASS MEMBERS who were not  
8 provided with a rest period, in accordance with the applicable wage order, one additional hour of  
9 compensation at each employee's regular rate of pay for each workday that a rest period was not  
10 provided.

11 26. As a proximate result of the aforementioned violations, PLAINTIFF and CLASS  
12 MEMBERS have been damaged in an amount according to proof at trial, and seek all wages  
13 earned and due, interest, penalties, expenses, and costs of suit.

14 **THIRD CAUSE OF ACTION**

15 **Failure to Pay Overtime Wages**

16 **[Cal. Labor Code §§ 510, 1194, 1198; IWC Wage Order No. 8-2001, § 3]**

17 **(Against all DEFENDANTS)**

18 27. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the  
19 allegations in the foregoing paragraphs.

20 28. Pursuant to California Labor Code §§ 510, 1194, and IWC Wage Order No. 8-  
21 2001, § 3, DEFENDANTS are required to compensate PLAINTIFF and CLASS MEMBERS for  
22 all overtime, which is calculated at one and one-half (1 ½) times the regular rate of pay for all  
23 hours worked in excess of eight (8) hours per day and/or forty (40) hours per week, and for the  
24 first eight (8) hours on the seventh consecutive workday, with double time for all hours worked in  
25 excess of twelve (12) hours in any workday and for all hours worked in excess of eight (8) hours  
26 on the seventh consecutive day of work in any workweek.

27 29. PLAINTIFF and CLASS MEMBERS are current and former non-exempt  
28 employees entitled to the protections of California Labor Code §§ 510, 1194, and IWC Wage

1 Order No. 8-2001. During the CLASS PERIOD, DEFENDANTS failed to compensate  
2 PLAINTIFF and CLASS MEMBERS for all overtime hours worked as required under the  
3 foregoing provisions of the California Labor Code and IWC Wage Order by, among other things:  
4 failing to pay overtime at one and one-half (1 ½) or double the regular rate of pay as provided by  
5 California Labor Code §§ 510, 1194, and IWC Wage Order No. 8-2001, § 3; requiring, permitting  
6 or suffering PLAINTIFF and CLASS MEMBERS to work off the clock; requiring, permitting or  
7 suffering PLAINTIFF and CLASS MEMBERS to work through meal and rest breaks; illegally  
8 and inaccurately recording time in which PLAINTIFF and CLASS MEMBERS worked; failing to  
9 properly maintain PLAINTIFF's and CLASS MEMBERS' records; failing to provide accurate  
10 itemized wage statements to PLAINTIFF for each pay period; and other methods to be  
11 discovered.

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

19 31. DEFENDANTS' conduct described herein violates California Labor Code §§ 510,  
20 1194, 1198 and IWC Wage Order No. 8-2001, § 3. Therefore, pursuant to California Labor Code  
21 §§ 200, 203, 226, 558, 1194, 1197.1, and other applicable provisions under the California Labor  
22 Code and IWC Wage Orders, PLAINTIFF and CLASS MEMBERS are entitled to recover the  
23 unpaid balance of wages owed to them by DEFENDANTS, plus interest, penalties, attorneys'  
24 fees, expenses, and costs of suit.

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1 **FOURTH CAUSE OF ACTION**

2 **Failure to Pay Minimum Wages**

3 **[Cal Labor Code §§ 1194, 1197; IWC Wage Order No. 8-2001, § 4]**

4 **(Against all DEFENDANTS)**

5 32. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the  
6 allegations in the foregoing paragraphs.

7 33. Pursuant to California Labor Code §§ 1194, 1197, and IWC Wage Order No. 8-  
8 2001, § 4, payment to an employee of less than the applicable minimum wage for all hours  
9 worked in a payroll period is unlawful.

10 34. During the CLASS PERIOD, DEFENDANTS failed to pay PLAINTIFF and  
11 CLASS MEMBERS minimum wages for all hours worked by, among other things: requiring,  
12 permitting or suffering PLAINTIFF and CLASS MEMBERS to work off the clock; requiring,  
13 permitting or suffering PLAINTIFF and CLASS MEMBERS to work through meal and rest  
14 breaks; illegally and inaccurately recording time in which PLAINTIFF and CLASS MEMBERS  
15 worked; failing to properly maintain PLAINTIFF's and CLASS MEMBERS' records; failing to  
16 provide accurate itemized wage statements to PLAINTIFF and CLASS MEMBERS for each pay  
17 period; and other methods to be discovered.

18 35. DEFENDANTS' conduct described herein violates California Labor Code §§  
19 1194, 1197, and IWC Wage Order No. 8-2001, § 4. As a proximate result of the aforementioned  
20 violations, PLAINTIFF and CLASS MEMBERS have been damaged in an amount according to  
21 proof at trial. Therefore, pursuant to California Labor Code §§ 200, 203, 226, 558, 1194, 1197.1,  
22 and other applicable provisions under the Labor Code and IWC Wage Orders, PLAINTIFF and  
23 CLASS MEMBERS are entitled to recover the unpaid balance of wages owed to them by  
24 DEFENDANTS, plus interest, penalties, attorneys' fees, expenses, and costs of suit.

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1 **FIFTH CAUSE OF ACTION**

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

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

4 **(Against all DEFENDANTS)**

5 36. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the  
6 allegations in the foregoing paragraphs.

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

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

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

19 40. During the CLASS PERIOD, DEFENDANTS have willfully failed to pay accrued  
20 wages and other compensation to PLAINTIFF and CLASS MEMBERS in accordance with  
21 California Labor Code §§ 201 and 202.

22 41. As a result, PLAINTIFF and CLASS MEMBERS are entitled to all available  
23 statutory penalties, including the waiting time penalties provided in California Labor Code § 203,  
24 together with interest thereon, as well as other available remedies.

25 42. As a proximate result of DEFENDANTS' unlawful actions and omissions,  
26 PLAINTIFF and CLASS MEMBERS have been deprived of compensation in an amount  
27 according to proof at the time of trial, but in excess of the jurisdiction of this Court, and are  
28 entitled to recovery of such amounts, plus interest thereon, and attorneys' fees and costs, pursuant

1 to California Labor Code §§ 1194 and 2699.

2 **SIXTH CAUSE OF ACTION**

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

4 **[Cal. Labor Code §§ 226; IWC Wage Order No. 8-2001, § 7]**

5 **(Against all DEFENDANTS)**

6 43. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the  
7 allegations in the foregoing paragraphs.

8 44. During the CLASS PERIOD, DEFENDANTS routinely failed to provide  
9 PLAINTIFF and CLASS MEMBERS with timely, accurate, and itemized wage statements in  
10 writing showing each employee's gross wages earned, total hours worked, the number of piece-  
11 rate units earned and any applicable piece rate, all deductions made, net wages earned, the name  
12 and address of the legal entity or entities employing PLAINTIFF and CLASS MEMBERS, the  
13 inclusive dates of the period for which the employee is paid, only the last four digits of the  
14 employees social security number or an employee identification number other than a social  
15 security number, and all applicable hourly rates in effect during each pay period and the  
16 corresponding number of hours worked at each hourly rate, in violation of California Labor Code  
17 § 226 and IWC Wage Order No. 8-2001, § 7.

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

21 46. As a proximate result of DEFENDANTS' unlawful actions and omissions,  
22 PLAINTIFF and CLASS MEMBERS have been damaged in an amount according to proof at  
23 trial, and seek all wages earned and due, plus interest thereon. Additionally, PLAINTIFF and  
24 CLASS MEMBERS are entitled to all available statutory penalties, including but not limited to  
25 civil penalties pursuant to California Labor Code §§ 226(e), 226.3, and 1174.5, and an award of  
26 costs, 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 **SEVENTH CAUSE OF ACTION**

2 **Failure to Maintain Required Records**

3 **[Cal. Labor Code §§ 226, 1174; IWC Wage Order No. 8-2001, § 7]**

4 **(Against all DEFENDANTS)**

5 47. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the  
6 allegations in the foregoing paragraphs.

7 48. During the CLASS PERIOD, as part of DEFENDANTS' illegal payroll policies  
8 and practices to deprive PLAINTIFF and CLASS MEMBERS of all wages earned and due,  
9 DEFENDANTS knowingly and intentionally failed to maintain records as required under  
10 California Labor Code §§ 226, 1174, and IWC Wage Order No. 8-2001, § 7, including but not  
11 limited to the following records: total daily hours worked by each employee; applicable rates of  
12 pay; all deductions; meal periods; time records showing when each employee begins and ends  
13 each work period; and accurate itemized statements.

14 49. As a proximate result of DEFENDANTS' unlawful actions and omissions,  
15 PLAINTIFF and CLASS MEMBERS have been damaged in an amount according to proof at  
16 trial, and are entitled to all wages earned and due, plus interest thereon. Additionally,  
17 PLAINTIFF and CLASS MEMBERS are entitled to all available statutory penalties, including  
18 but not limited to civil penalties pursuant to California Labor Code §§ 226(e), 226.3, and 1174.5,  
19 and an award of costs, expenses, and reasonable attorneys' fees, including but not limited to those  
20 provided in California Labor Code § 226(e), as well as other available remedies.

21 **EIGHTH CAUSE OF ACTION**

22 **Failure to Indemnify Employees for Necessary Expenditures Incurred in Discharge of**  
23 **Duties**

24 **[Cal. Labor Code § 2802]**

25 **(Against all DEFENDANTS)**

26 50. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the  
27 allegations in the foregoing paragraphs.

28 51. California Labor Code § 2802(a) requires an employer to indemnify an employee

1 for all necessary expenditures or losses incurred by the employee in direct consequence of the  
2 discharge of his or her duties, or of his or her obedience to the directions of the employer.

3 52. During the CLASS PERIOD, DEFENDANTS knowingly and willfully failed to  
4 indemnify PLAINTIFF and CLASS MEMBERS for all business expenses and/or losses incurred  
5 in direct consequence of the discharge of their duties while working under the direction of  
6 DEFENDANTS, including but not limited to expenses for cell phone usage, boots, and other  
7 employment-related expenses, in violation of California Labor Code § 2802.

8 53. As a proximate result of DEFENDANTS' unlawful actions and omissions,  
9 PLAINTIFF and CLASS MEMBERS have been damaged in an amount according to proof at  
10 trial, and seek reimbursement of all necessary expenditures, plus interest thereon pursuant to  
11 California Labor Code § 2802(b). Additionally, PLAINTIFF and CLASS MEMBERS are  
12 entitled to all available statutory penalties and an award of costs, expenses, and reasonable  
13 attorneys' fees, including those provided in California Labor Code § 2802(c), as well as other  
14 available remedies.

### 15 **NINTH CAUSE OF ACTION**

#### 16 **Unfair and Unlawful Business Practices**

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

18 **(Against all DEFENDANTS)**

19 54. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the  
20 allegations in the foregoing paragraphs.

21 55. Each and every one of DEFENDANTS' acts and omissions in violation of the  
22 California Labor Code and/or the applicable IWC Wage Order as alleged herein, including but  
23 not limited to DEFENDANTS' failure and refusal to provide required meal periods,  
24 DEFENDANTS' failure and refusal to provide required rest periods, DEFENDANTS' failure and  
25 refusal to pay overtime compensation, DEFENDANTS' failure and refusal to pay minimum  
26 wages, DEFENDANTS' failure and refusal to pay all wages due to discharged or quitting  
27 employees, DEFENDANTS' failure and refusal to furnish accurate itemized wage statements;  
28 DEFENDANTS' failure and refusal to maintain required records, DEFENDANTS' failure and

1 refusal to indemnify PLAINTIFF and CLASS MEMBERS for necessary expenditures and/or  
2 losses incurring in discharging their duties, constitutes an unfair and unlawful business practice  
3 under California Business and Professions Code § 17200 et seq.

4 56. DEFENDANTS' violations of California wage and hour laws constitute a business  
5 practice because DEFENDANTS' aforementioned acts and omissions were done repeatedly over  
6 a significant period of time, and in a systematic manner, to the detriment of PLAINTIFF and  
7 CLASS MEMBERS.

8 57. DEFENDANTS have avoided payment of wages, overtime wages, meal periods,  
9 rest periods, and other benefits as required by the California Labor Code, the California Code of  
10 Regulations, and the applicable IWC Wage Order. Further, DEFENDANTS have failed to  
11 record, report, and pay the correct sums of assessment to the state authorities under the California  
12 Labor Code and other applicable regulations.

13 58. As a result of DEFENDANTS' unfair and unlawful business practices,  
14 DEFENDANTS have reaped unfair and illegal profits during the CLASS PERIOD at the expense  
15 of PLAINTIFF, CLASS MEMBERS, and members of the public. DEFENDANTS should be  
16 made to disgorge their ill-gotten gains and to restore them to PLAINTIFF and CLASS  
17 MEMBERS.

18 59. DEFENDANTS' unfair and unlawful business practices entitle PLAINTIFF and  
19 CLASS MEMBERS to seek preliminary and permanent injunctive relief, including but not  
20 limited to orders that DEFENDANTS account for, disgorge, and restore to PLAINTIFF and  
21 CLASS MEMBERS the wages and other compensation unlawfully withheld from them.  
22 PLAINTIFF and CLASS MEMBERS are entitled to restitution of all monies to be disgorged  
23 from DEFENDANTS in an amount according to proof at the time of trial, but in excess of the  
24 jurisdiction of this Court.

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1                                    **TENTH CAUSE OF ACTION**

2                                    **Representative Action for Civil Penalties**

3                                    **[Cal. Labor Code §§ 2698–2699.5]**

4                                    **(Against All DEFENDANTS)**

5                    60.      PLAINTIFF incorporates herein by specific reference as though fully set forth the  
6                    allegations in all preceding paragraphs, with exception of the allegations in paragraph 16 and the  
7                    subparagraphs thereto.

8                    61.      PLAINTIFF is an “aggrieved employee” within the meaning of California Labor  
9                    Code § 2699(c), and a proper representative to bring a civil action on behalf of himself and other  
10                  current and former employees of DEFENDANTS pursuant to the procedures specified in  
11                  California Labor Code § 2699.3, because PLAINTIFF and CLASS MEMBERS were employed  
12                  by DEFENDANTS and the alleged violations of the California Labor Code were committed  
13                  against PLAINTIFF and CLASS MEMBERS.

14                  62.      Pursuant to the California Private Attorneys General Act of 2004 (“PAGA”),  
15                  Labor Code §§ 2698–2699.5, PLAINTIFF and CLASS MEMBERS seeks to recover civil  
16                  penalties, including but not limited to penalties under California Labor Code §§ 2699, 210,  
17                  226.3, 558, 1174.5, 1197.1, and IWC Wage Order No. 8-2001, § 20, from DEFENDANTS in a  
18                  representative action for the violations set forth above, including but not limited to violations of  
19                  California Labor Code §§ 201, 202, 203, 204, 226, 226.7, 510, 512, 1174, 1194, 1197, 1198, and  
20                  2802. PLAINTIFF and CLASS MEMBERS are also entitled to an award of reasonable attorneys’  
21                  fees and costs pursuant to California Labor Code § 2699(g)(1).

22                  63.      Pursuant to California Labor Code §§ 2699.3, PLAINTIFF gave written notice on  
23                  February 9, 2023 by online filing to the California Labor and Workforce Development Agency  
24                  (“LWDA”) and by certified mail to DEFENDANTS of the specific provisions of the California  
25                  Labor Code and IWC Wage Orders alleged to have been violated, including the facts and theories  
26                  to support the alleged violations. More than sixty-five (65) days have passed and the LWDA has  
27                  not provided notice to PLAINTIFF that it intends to investigate the alleged violations.

28                  64.      Therefore, PLAINTIFF has complied with all of the requirements set forth in

1 California Labor Code § 2699.3 to commence a representative action under PAGA.

2 **PRAYER FOR RELIEF**

3 **WHEREFORE**, PLAINTIFF, individually and on behalf of all other persons similarly  
4 situated, respectfully prays for relief against DEFENDANTS and DOES 1 through 50, inclusive,  
5 and each of them, as follows:

- 6 1. For compensatory damages in an amount to be ascertained at trial;
- 7 2. For restitution of all monies due to PLAINTIFF and CLASS MEMBERS, as well  
8 as disgorged profits from DEFENDANTS' unfair and unlawful business practices;
- 9 3. For meal and rest period compensation pursuant to California Labor Code § 226.7  
10 and IWC Wage Order No. 8-2001;
- 11 4. For liquidated damages pursuant to California Labor Code §§ 1194.2 and 1197.1;
- 12 5. For preliminary and permanent injunctive relief enjoining DEFENDANTS from  
13 violating the relevant provisions of the California Labor Code and the IWC Wage Orders, and  
14 from engaging in the unlawful business practices complained of herein;
- 15 6. For waiting time penalties pursuant to California Labor Code § 203;
- 16 7. For statutory and civil penalties according to proof, including but not limited to all  
17 penalties authorized by the California Labor Code §§ 226(e) and §§ 2698–2699.5;
- 18 8. For interest on the unpaid wages at 10% per annum pursuant to California Labor  
19 Code §§ 218.6, 1194, 2802, California Civil Code §§ 3287, 3288, and/or any other applicable  
20 provision providing for pre-judgment interest;
- 21 9. For reasonable attorneys' fees and costs pursuant to California Labor Code  
22 §§ 218.5, 1194, 2699, 2802, California Civil Code § 1021.5, and any other applicable provisions  
23 providing for attorneys' fees and costs;
- 24 10. For declaratory relief;
- 25 11. For an order requiring and certifying the First, Second, Third, Fourth, Fifth, Sixth,  
26 Seventh, Eighth, and Ninth Causes of Action as a class action;
- 27 12. For an order appointing PLAINTIFF as class representative, and PLAINTIFF's  
28 counsel as class counsel; and

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13. For such further relief that the Court may deem just and proper.

DATED: April 20, 2023

Respectfully submitted,

MATERN LAW GROUP, PC

By: 

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MATTHEW W. GORDON  
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Attorneys for Plaintiff  
EDGAR ROMERO GARCIA, individually,  
and on behalf of all others similarly situated

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DATED: April 20, 2023

MATERN LAW GROUP, PC

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