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12 and on behalf of others similarly situated and aggrieved,

13 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
14 **FOR THE COUNTY OF SAN BERNARDINO**

15 JAVIER CASTRO, individually and on behalf of
16 others similarly situated and aggrieved,

17 Plaintiff,

18 vs.

19 NEVOYA TRANSPORTATION, LLC, an out
20 of state Limited Liability Company; NEVOYA,
21 INC, an out of state Stock Corporation; and
22 DOES 1 through 25, inclusive,

23 Defendants.

ELECTRONICALLY FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO
SAN BERNARDINO DISTRICT
4/23/2026 4:14 PM
By: Sarena Perez, DEPUTY

Case No.: CIVSB2601972

*Assigned for all purposes to Judge Wilfred J
Schneider, Jr. in Department S32 – SBJC*

**FIRST AMENDED CLASS ACTION
COMPLAINT FOR DAMAGES AND
ENFORCEMENT ACTION UNDER THE
PRIVATE ATTORNEYS GENERAL ACT,
CALIFORNIA LABOR CODE §§ 2698 et
seq.**

COMES NOW, Plaintiff JAVIER CASTRO (“Plaintiff”), individually and on behalf of all members of the general public similarly situated, and on behalf of other aggrieved employees pursuant to the California Labor Code Private Attorneys General Act, and alleges as follows against Defendants NEVOYA TRANSPORTATION, LLC and NEVOYA, INC, and DOES 1 through 25, inclusive (“Defendants”):

INTRODUCTION

1. Plaintiff brings this action against Defendants for California Labor Code violations, unfair business practices, and civil penalties stemming from Defendants’ failure to pay overtime compensation, failure to provide meal periods, failure to authorize and permit rest periods, failure to pay minimum wage, failure to timely pay wages during and upon termination of employment, failure to provide accurate wage statements, failure to maintain accurate time and payroll records, and failure to reimburse necessary business-related expenses.

2. Plaintiff’s First through Sixth Causes of Action are brought as a class action on behalf of himself and similarly situated current and former employees of Defendants (hereinafter collectively referred to as the “Class” or “Class Members”) pursuant to California Code of Civil Procedure section 382. The monetary damages and restitution sought by Plaintiff exceeds the minimal jurisdiction limits of the Superior Court and will be established according to proof of trial.

3. Plaintiff’s Seventh Cause of Action is brought as a representative action on behalf of himself and certain other current and former employees of Defendant NEVOYA TRANSPORTATION, LLC and NEVOYA, INC. against whom one or more of the alleged violations were committed (hereinafter collectively referred to as the “Aggrieved Employees”) pursuant to California Labor Code sections 2698, et seq. Plaintiff is an aggrieved employee against whom one or more of the alleged violations occurred. The civil penalties sought by Plaintiff exceed the minimal jurisdiction limits of the Superior Court and will be established according to proof at trial.

JURISDICTION AND VENUE

4. This is a class action brought pursuant to California Code of Civil Procedure section 382.

5. The monetary damages, restitution, statutory penalties, and other applicable legal and

equitable relief sought by Plaintiff exceed the minimal jurisdiction limits of the Superior Court and will be established according to proof at trial.

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

7. This Court has jurisdiction over all Defendants because, upon information and belief, Defendants are either citizens of California, have sufficient minimum contacts in California, or otherwise intentionally avail themselves of the California market so as to render the exercise of jurisdiction over them by the California courts consistent with traditional notions of fair play and substantial justice. Further, no federal question is at issue because the claims asserted herein are based solely on California law.

8. Venue is proper in this Court because, upon information and belief, Defendants maintain offices, have agents, employ individuals, and/or transact business in the State of California, County of San Bernardino.

THE PARTIES

9. At all times herein mentioned, Defendant NEVOYA TRANSPORTATION, LLC was and is, an employer who does business in California, with locations throughout the state of California, and whose employees are engaged throughout San Bernardino County and the State of California.

10. At all times herein mentioned, Defendant NEVOYA, INC was and is, an employer who does business in California, with locations throughout the state of California, and whose employees are engaged throughout San Bernardino County and the State of California. Plaintiff is unaware of the true names or capacities of the Defendants sued herein under the fictitious names DOES 1 through 25 but will seek leave of this Court to amend the complaint and serve such fictitiously named Defendants once their names and capacities become known.

11. Plaintiff is informed and believes, and thereon alleges, that each and all of the acts and omissions alleged herein were performed by, or are attributable to NEVOYA TRANSPORTATION, LLC and NEVOYA, INC., and/or DOES 1 through 25, each acting as the agent, employee, alter ego,

1 and/or joint venturer of, or working in concert with, each of the other co-Defendants and within the
2 course and scope of such agency, employment, joint venture, or concerted activity with legal authority
3 to act on the others' behalf. The acts of any and all Defendants represent and were in accordance with
4 Defendants' official policies.

5 12. At all relevant times, Defendants were the employers of Plaintiff within the meaning
6 of all applicable state laws and statutes. Defendants directly or indirectly controlled or affected the
7 working conditions, wages, working hours, and conditions of employment of Plaintiff so as to make
8 each of said Defendants employers and employers liable under the statutory provisions set forth herein.

9 13. Defendants had the authority to hire and terminate Plaintiff and the other class
10 members, to set work rules and conditions governing Plaintiff and the other class members'
11 employment, and to supervise their daily employment activities.

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

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

17 16. Defendants continue to employ hourly paid and/or non-exempt employees within the
18 State of California.

19 17. At all relevant times, Defendants, and each of them, ratified each and every act or
20 omission complained of herein. At all relevant times, Defendants, and each of them, aided and abetted
21 the acts and omissions of each and all the other Defendants in proximately causing the damages herein
22 alleged.

23 18. Plaintiff is informed and believes, and thereon alleges, that each of said Defendants is
24 in some manner intentionally, negligently, or otherwise responsible for the acts, omissions,
25 occurrences, and transactions alleged herein.

26 **GENERAL ALLEGATIONS**

27 19. Plaintiff worked for Defendants from approximately February 2, 2025, through July 2,
28 2025, as a Driver. Defendants jointly and severally employed Plaintiff based in Corona, California.

20. Plaintiff is informed and believes, and thereon alleges that Defendants engaged in a pattern and practice of wage abuse against their hourly-paid and/or non-exempt employees. As set forth in more detail below, this pattern and practice of wage abuse involved, *inter alia*, requiring Plaintiff and the class members to work off-the-clock without compensation, failing to properly pay overtime wages and minimum wages for all hours worked, failing to timely pay wages during employment and upon termination of employment, failing to provide accurate wage statements, failing to reimburse necessary business-related expenses and failing to adhere to other related protections afforded by the California Labor Code and the applicable Industrial Welfare Commission Wage Order.

21. Defendants knew or should have known that they had a duty to compensate Plaintiff and the class pursuant to California law. Defendants had the financial ability to pay such compensation, but willfully, knowingly, and intentionally failed to do so to increase Defendant's profits.

CLASS ACTION ALLEGATIONS

22. Plaintiff brings this lawsuit as a class action on behalf of Plaintiff and all others similarly situated, as members of a proposed class pursuant to California Code of Civil Procedure section 382. The class satisfies the numerosity, commonality, typicality, adequacy, predominance, and superiority requirements under California Code of Civil Procedure section 382.

23. The proposed class is defined as follows:

All current and former non-exempt employees who worked for Defendants in the State of California at any time during the period from four years prior to the date of the filing of this Complaint until final judgment.

24. Plaintiff reserves the right to establish additional subclasses as appropriate.

25. There is a well-defined community of interest in the litigation and the Class is easily ascertainable.

26. The Class is so numerous that the individual joinder of all its members is impracticable. While the exact number and identities of class members are unknown to Plaintiff at this time, the exact numbers of class members and their identities can be ascertained through appropriate discovery from

1 records maintained by Defendants and their agents.

2 27. Common questions of fact and law exist as to all class members, which predominate
3 over any questions affecting only individual members of the Class. The common legal and factual
4 questions which do not vary from class member to class member, and which may be determined
5 without reference to the individual circumstances of any class member include, but are not limited to,
6 the following:

- 7 i. Whether Defendants had a policy and practice of failing to pay minimum wages to
8 Plaintiff and the other class members for all hours worked;
- 9 ii. Whether Defendants had a policy and practice of failing to pay overtime wages to
10 Plaintiff and the other class members for all overtime hours worked;
- 11 iii. Whether Defendants failed to pay their hourly-paid and/or non-exempt employees in
12 the State of California for all hours worked;
- 13 iv. Whether Defendants failed to timely pay all wages due to Plaintiff and the other class
14 members during their employment;
- 15 v. Whether Defendants' failure to pay wages, without abatement or reduction, in
16 accordance with the California Labor Code, was willful;
- 17 vi. Whether Defendants failed to pay all wages due to Plaintiff and the other class members
18 within the required time upon their discharge or resignation;
- 19 vii. Whether Defendants failed to comply with wage reporting as required by the California
20 Labor Code; including, *inter alia*, section 226;
- 21 viii. Whether Defendants failed to reimburse Plaintiff and the other class members for
22 necessary business-related expenses and costs;
- 23 ix. Whether Defendants' conduct was willful or reckless;
- 24 x. Whether Defendants engaged in unfair business practices in violation of California
25 Business & Professions Code section 17200, *et seq.*;
- 26 xi. The appropriate amount of damages, restitution, and/or monetary penalties resulting
27 from Defendants' violation of California law; and
- 28 xii. Whether Plaintiff and the other class members are entitled to compensatory damages

pursuant to the California Labor Code.

28. Plaintiff's claims are typical of the claims of the Class, and Plaintiff's interests are coincident with and not antagonistic to those of the other class members Plaintiff seeks to represent. Plaintiff will fairly and adequately protect the interests of the members of the Class. Plaintiff has retained attorneys experienced in the prosecution of class actions and Plaintiff intends to prosecute this action vigorously.

29. A class action is superior to other available methods for the fair and efficient adjudication of this controversy since individual litigation of the claims of all class members is impracticable. Even if every class member could afford individual litigation, the court system could not. It would be unduly burdensome on the courts in which individual litigation of numerous cases would proceed. Individualized litigation would also present the potential for varying, inconsistent or contradictory judgments and would magnify the delay and expense to all parties and to the court system resulting from multiple trials of the same complex factual issues. By contrast, the conduct of this action as a class action, with respect to some or all of the issues presented in this Complaint, presents fewer management difficulties, conserves the resources of the parties and of the court system, and protects the rights of each class member.

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

PAGA ALLEGATIONS

31. At all times set forth herein, PAGA applied to Plaintiff's employment with Defendant NEVOYA TRANSPORTATION, LLC and NEVOYA, INC.

32. PAGA provides that any provision of law under the California Labor Code that provides for a civil penalty, including unpaid wages, and premium wages, to be assessed and collected by the California Labor & Workforce Development Agency ("LWDA") for violations of the California Labor Code may, as an alternative, be recovered through a civil action brought by an aggrieved

employee on behalf of himself and other current employees pursuant to procedures outlined in California Labor Code section 2699.3.

33. Pursuant to PAGA, a civil action may be brought by an “aggrieved employee,” who is any person that was employed by the alleged violator and against whom one or more of the alleged violations was committed.

34. Plaintiff was employed by Defendant NEVOYA TRANSPORTATION, LLC and NEVOYA, INC. and the alleged violations were committed against him during his time of employment with NEVOYA TRANSPORTATION, LLC and NEVOYA, INC. and he is, therefore, an aggrieved employee. Plaintiff and the other employees are “aggrieved employees” as defined by California Labor Code section 2699(c) in that they are current or former employees of Defendant NEVOYA TRANSPORTATION, LLC and NEVOYA, INC. and one of more of the alleged violations were committed against them.

35. Pursuant to California Labor Code section 2699.3 and 2699.5, an aggrieved employee, including Plaintiff, may pursue a civil action arising under PAGA after the following requirements have been met:

(a) The aggrieved employee shall give written notice by certified mail (hereinafter “Employee’s Notice”) to the LWDA and the employer of the specific provisions of the Labor Code alleged to have been violated, including the facts and theories to support the alleged violations.

(b) The LWDA shall provide notice (hereinafter “LWDA Notice”) to the employer and the aggrieved employee by certified mail that it does not intend to investigate the alleged violation within sixty (60) calendar days of the postmark date of the Employee’s Notice. Upon receipt of the LWDA Notice, or if the LWDA Notice is not provided within sixty five (65) calendar days of the postmark date of the Employee’s Notice, the aggrieved employee may commence a civil action pursuant to California Labor Code section 2699 to recover civil penalties in addition to any other penalties to which the employee may be entitled.

36. On January 2, 2026, Plaintiff provided notice by electronic submission to the LWDA

1 and by certified mail to Defendant NEVOYA TRANSPORTATION, LLC and NEVOYA, INC. and
2 its Counsel regarding the specific provisions of the Labor Code alleged to have been violated,
3 including the facts and theories to support the alleged violations, pursuant to California Labor Code
4 section 2699.3. **A true and correct copy of the Employee's Notice is attached hereto as Exhibit A.**

5 37. Plaintiff did not receive an LWDA Notice within sixty-five calendar days of providing
6 the Employee's Notice.

7 38. Therefore, the administrative prerequisites under California Labor Code section
8 2699.3(a) to recover civil penalties against Defendants, in addition to other remedies for violations of
9 California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a),
10 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802 have been satisfied.

11 **FIRST CAUSE OF ACTION**

12 **VIOLATION OF LABOR CODE SECTIONS 1194, 1197, AND 1197.1**

13 **Failure to Pay Minimum Wage**

14 **(Against All Defendants and DOES 1 – 25)**

15 39. Plaintiff incorporates herein by specific reference, as though fully set forth, the
16 allegations in all preceding paragraphs.

17 40. California Labor Code sections 1194, 1197 and 1197.1 provide that the minimum wage
18 for employees fixed by the Industrial Welfare Commission is the minimum wage to be paid to
19 employees, and the payment of a wage less than the minimum so fixed is unlawful. Plaintiff and the
20 other class members were frequently suffered or permitted to work "off-the-clock", such that they
21 were not paid minimum wage for all hours worked.

22 41. Such "off-the-clock" work that Plaintiff and class members were suffered and/or
23 permitted to work, and for which Plaintiff and class members did not receive minimum wage include
24 *inter alia*:

- 25 a. suffering or permitting Plaintiff and class members to perform work for the benefit of
26 Defendants prior to clocking-in for their shift(s);
- 27 b. suffering or permitting Plaintiff and class members to perform work for the benefit of
28 Defendants after clocking-out from their shift(s);

1 c. contacting Plaintiff and class members via email, text and/or phone calls outside of
2 work hours to discuss work matters.

3 42. Moreover, Defendants had a policy, practice and procedure of rounding employee time
4 such that Plaintiff and some or all class members were systematically unpaid and/or underpaid for
5 time worked over the course of their employment.

6 43. Accordingly, Defendants regularly failed to pay at least minimum wages to Plaintiff
7 and the other class members for all hours they worked in violation of California Labor Code sections
8 1194, 1197, and 1197.1.

9 44. Defendants knew or should have known that Plaintiff and class members were
10 performing such work “off-the-clock” because, among other things, Defendants’ management
11 witnessed, authorized, was made aware of, and/or required Plaintiff and class members to perform
12 such work.

13 45. Defendants’ failure to pay Plaintiff and the other class members the minimum wage as
14 required violates California Labor Code sections 1194, 1197 and 1197.1. Pursuant to those sections,
15 Plaintiff and the other class members are entitled to recover the unpaid balance of their minimum wage
16 compensation, as well as interest, costs, and attorney’s fees.

17 46. Pursuant to California Labor Code section 1194.2, Plaintiff and the other class
18 members are entitled to recover liquidated damages in an amount equal to the wages unlawfully unpaid
19 and interest thereon.

20 **SECOND CAUSE OF ACTION**

21 **VIOLATION OF LABOR CODE SECTIONS 510 AND 1198**

22 **Unpaid Overtime**

23 **(Against All Defendants and DOES 1 – 25)**

24 47. Plaintiff incorporates herein by specific reference, as though fully set forth, the
25 allegations in all preceding paragraphs.

26 48. California Labor Code section 1198 and the applicable Industrial Welfare Commission
27 (“IWC”) Wage Order provide that it is unlawful to employ persons without compensating them at a
28 rate of pay either time-and-one-half or two-times that person’s regular rate of pay, depending on the

1 number of hours worked by the person on a daily and/or weekly basis.

2 49. Specifically, the applicable IWC Wage Order provides that Defendants were required
3 to pay Plaintiff and the other class members at the rate of time-and-one-half for all hours worked in
4 excess of eight (8) hours in a day, in excess of forty (40) hours in a workweek and/or the first eight
5 (8) hours worked on the seventh consecutive day in a workweek.

6 50. The applicable IWC Wage Order further provides that Defendants were required to pay
7 Plaintiff and the other class members overtime compensation at a rate of two (2) times their regular
8 rate of pay for all hours worked in excess of twelve (12) hours in a day and/or for all hours worked in
9 excess of eight (8) hours on the seventh consecutive day in a workweek.

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

15 52. Plaintiff and the other class members regularly worked in excess of eight (8) hours in
16 a day, in excess of twelve (12) hours in a day, in excess of forty (40) hours in a week and/or seven (7)
17 consecutive days in a workweek. However, Defendants did not record Plaintiff and the other class
18 members' actual hours worked and intentionally and willfully failed to pay all overtime wages owed
19 to Plaintiff and the other class members. Defendants' failure to pay correct overtime wages included,
20 *inter alia*: (a) when the combined total of the off-the-clock work discussed *supra* and the on-the-clock
21 work exceed the number of hours that trigger the payment of overtime wages under Labor Code
22 sections 510 and 1198 and/or the applicable Wage Order; (b) when Defendants intentionally, willfully
23 and/or negligently mischaracterized overtime as straight time; (c) when Defendants assigned more
24 work than could reasonably be completed in a workday or workweek to Plaintiff and class members,
25 but refused to authorize the overtime necessary for them to complete the assigned work; and (d) when
26 Defendants failed to include all required wages and remuneration when calculating setting the
27 overtime rate.

28 53. Defendants' failure to pay Plaintiff and the other class members as outlined above

violates California Labor Code sections 510 and 1198 and the applicable Wage Order and is therefore unlawful.

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

THIRD CAUSE OF ACTION

VIOLATION OF LABOR CODE SECTION 226(a)

Failure to Provide Accurate Wage Statements

(Against All Defendants and DOES 1 – 25)

55. Plaintiff incorporates herein by specific reference, as though fully set forth, the allegations in all preceding paragraphs.

56. At all material times set forth herein, California Labor Code section 226(a) provides that every employer shall furnish each of its employees an accurate itemized wage statement in writing, including, but not limited to, the name and address of the legal entity that is the employer, total hours worked, and all applicable hourly rates.

As a result of the violations set forth in detail above (failure to pay overtime, failure to pay minimum wages), Defendants intentionally and willfully failed to provide Plaintiff and the other class members with complete and accurate wage statements. The deficiencies include, among other things, the failure to state all hours worked, the failure to state the actual gross wages earned, the failure to include correct rates of pay, and other omissions and inaccuracies apparent from the face of the wage statements. Accordingly, Defendants violated California Labor Code 226(a).

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

58. Specifically, Plaintiff and the other class members have been injured by Defendants' intentional violation of California Labor Code section 226(a) because they were denied both their legal right to receive, and their protected interest in receiving, accurate, itemized wage statements under California Labor Code section 226(a). In addition, because Defendants failed to provide the accurate number of total hours worked on wage statements, Plaintiff and the other class members have been

1 prevented by Defendants from determining if all hours worked were paid and the extent of the
2 underpayment. Plaintiff had to file this lawsuit, and will further have to conduct discovery, reconstruct
3 time records, and perform computations in order to analyze whether in fact Plaintiff and the other class
4 members were paid correctly and the extent of the underpayment, thereby causing Plaintiff to incur
5 expenses and lost time. Plaintiff would not have had to engage in these efforts and incur these costs
6 had Defendants provided the accurate number of total hours worked. This has also delayed Plaintiff's
7 ability to demand and recover the underpayment of wages from Defendants.

8 59. Plaintiff and the other class members are entitled to recover from Defendants the
9 greater of their actual damages caused by Defendants' failure to comply with California Labor Code
10 section 226(a), or an aggregate penalty not exceeding four thousand dollars (\$4,000).

11 **FORTH CAUSE OF ACTION**

12 **VIOLATION OF LABOR CODE SECTIONS 201, 202, AND 203**

13 **Final Wages Not Timely Paid**

14 **(Against All Defendants and DOES 1 – 25)**

15 60. Plaintiff incorporates herein by specific reference, as though fully set forth, the
16 allegations in all preceding paragraphs.

17 61. Pursuant to California Labor Code sections 201, 202, and 203, Defendants are required
18 to timely pay all earned and unpaid wages to an employee who is discharged. California Labor Code
19 section 201 mandates that if an employer discharges an employee, the employee's wages accrued and
20 unpaid at the time of discharge are due and payable immediately. California Labor Code section 202
21 mandates that if an employee quits, his or her wages shall become due and payable not later than
22 seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours' notice of
23 his or her intention to quit, in which case the employee is entitled to his or her wages at the time of
24 quitting.

25 62. California Labor Code section 203 provides that if an employer willfully fails to pay,
26 in accordance with California Labor Code sections 201 and 202, any wages of an employee who is
27 discharged or who quits, the wages of the employee shall continue as a penalty from the due date
28 thereof at the same rate until paid or until an action therefore is commenced; but the wages shall not

1 continue for more than thirty (30) days.

2 63. As a result of the violations set forth in detail above (failure to pay overtime, failure to
3 pay minimum wages), at the time that Plaintiff and the other class members' employment with
4 Defendants ended, Defendants knowingly and willfully failed to pay Plaintiff and the other class
5 members all wages owed to them pursuant to California Labor Code sections 201 and 202, including,
6 without limitation, overtime wages, minimum wages, and all wages due to Plaintiff and class members
7 as they became due, as required per California Labor Code sections 204.

8 64. As a result, Plaintiff and the other class members are entitled to all available
9 statutory penalties, including the waiting time penalties provided in California Labor Code section
10 203, together with interest thereon, as well as other available remedies.

11 **FIFTH CAUSE OF ACTION**

12 **VIOLATION OF LABOR CODE SECTIONS 2800 AND 2802**

13 **Failure to Reimburse Necessary Business Expenses**

14 **(Against All Defendants and DOES 1 – 25)**

15 65. Plaintiff incorporates herein by specific reference, as though fully set forth, the
16 allegations in all preceding paragraphs.

17 66. Pursuant to California Labor Code sections 2800 and 2802, an employer must
18 reimburse its employees for all necessary expenditures incurred by the employee in direct consequence
19 of the discharge of his or her job duties or in direct consequence of his or her job duties or in direct
20 consequence of his or her obedience to the directions of the employer.

21 67. Plaintiff and the other class members incurred necessary business-related expenses and
22 costs that were not fully reimbursed by Defendants, including, but not limited to the use of a personal
23 cell phone for work-related purposes.

24 68. Defendants intentionally and willfully failed to reimburse Plaintiff and the other class
25 members for all necessary business-related expenses and costs. Plaintiff and the other class members
26 are entitled to recover from Defendants their business-related expenses and costs incurred during the
27 course and scope of employment, plus interest accrued from the date on which Plaintiff and the other
28 class members incurred the necessary expenditures at the same rate as judgments in civil actions in

1 the State of California.

2 **SIXTH CAUSE OF ACTION**

3 **VIOLATION OF CAL. BUS. & PROF. CODE SECTIONS 17200 *ET. SEQ.***

4 **Unfair and Unlawful Business Practices**

5 **(Against All Defendants and DOES 1 – 25)**

6 69. Plaintiff incorporates herein by specific reference, as though fully set forth, the
7 allegations in all preceding paragraphs.

8 70. Each and every one of Defendants' acts and omissions in violation of the California
9 Labor Code and/or the applicable IWC Wage Order as alleged herein, including but not limited to
10 Defendant's failure and refusal to pay overtime compensation, Defendant's failure and refusal to pay
11 minimum wages, Defendants' failure, and Defendants' failure to timely pay wages at the correct rate
12 during employment, Defendants' failure and refusal to furnish accurate itemized wage statements,
13 Defendants' failure and refusal to reimburse business-related expenses, and Defendants' failure to
14 timely pay wages upon termination constitutes an unfair and unlawful business practice under
15 California Business and Professions Code § 17200 *et seq.*

16 71. Defendants' violations of California wage and hour laws constitute an unfair and
17 unlawful business practice because Defendants' aforementioned acts and omissions were done
18 repeatedly over a significant period of time, and in a systematic manner, to the detriment of Plaintiff
19 and the other class members.

20 72. Defendants have avoided payment of overtime wages, minimum wages, timely wages
21 at the correct rate of pay, and other benefits as required by the California Labor Code, the California
22 Code of Regulations, and the applicable IWC Wage Order. Further, Defendants have failed to record,
23 report, and pay the correct sums of assessment to the state authorities under the California Labor Code
24 and other applicable regulations.

25 73. As a result of Defendants' unfair and unlawful business practices, Defendants have
26 reaped unfair and illegal profits during Plaintiff and the other class members' tenure at the expense of
27 Plaintiff, the other class members, and members of the public. Defendants should be made to disgorge
28 their ill-gotten gains and to restore them to Plaintiff and the other class members.

74. Defendants' unfair and unlawful business practices entitle Plaintiff and the other class members to seek preliminary and permanent injunctive relief, including but not limited to orders that Defendants account for, disgorge, and restore to Plaintiff and the other class members the wages and other compensation unlawfully withheld from them. Plaintiff and the other class members are entitled to restitution of all monies to be disgorged from Defendants in an amount according to proof at the time of trial.

SEVENTH CAUSE OF ACTION

VIOLATION OF CALIFORNIA LABOR CODE §§ 2699, ET SEQ.

(Against Defendant and DOES 1-25)

75. Plaintiff incorporates herein by specific reference, as though fully set forth, the allegations in all preceding paragraphs.

76. PAGA expressly provides for a private right of action to recover civil penalties for violations of the Labor Code as follows: “Notwithstanding any other provision of law, any provision of this code that provides for a civil penalty to be assessed and collected by the Labor and Workforce Development Agency or any of its departments, divisions, commissions, boards, agencies, or employees, for a violation of this code, may, as an alternative, be recovered through a civil action brought by an aggrieved employee on behalf of himself or herself and other current or former employees pursuant to the procedures specified in Section 2699.3.” Cal. Lab. Code § 2699(a).

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

78. Plaintiff and the other hourly-paid, non-exempt employees are “Aggrieved Employees” as defined by California Labor Code section 2699(c) in that they are all current or former employees of Defendant NEVOYA TRANSPORTATION, LLC and NEVOYA, INC., and one or more of the alleged violations were committed against them.

79. Defendant NEVOYA TRANSPORTATION, LLC and NEVOYA, INC.'s conduct, as alleged herein, violates numerous sections of the California Labor Code, including, but not limited to, the following:

(a) Violation of California Labor Code sections 510 and 1198 for failure to pay

overtime wages, as set forth more fully below;

- (b) Violation of California Labor Code sections 1194, 1197, and 1197.1 for failure to pay minimum wages, as set forth more fully below;
- (c) Violation of California Labor Code sections 226.7 and 512(a) for failure to provide legally required meal periods, as set forth more fully below;
- (d) Violation of California Labor Code sections 226.7 and 512(a) for failure to pay required meal period premiums, as set forth more fully below;
- (e) Violation of California Labor Code section 226.7 for failure to provide legally required rest periods, as set forth more fully below;
- (f) Violation of California Labor Code section 226.7 for failure to pay required rest period premiums, as set forth more fully below;
- (g) Violation of California Labor Code section 204 for failure to timely pay wages to Plaintiff and aggrieved employees during employment, as set forth more fully below;
- (h) Violation of California Labor Code sections 201, 202, and 203 for failure to pay all wages at time of discharge from employment, as set forth more fully below;
- (i) Violation of California Labor Code section 226(a) for failure to provide accurate wage statements to Plaintiff and aggrieved employees, as set forth more fully below;
- (j) Violation of California Labor Code section 1174(d) for failure to keep complete and accurate payroll records relating to Plaintiff and aggrieved employees, as set forth more fully below; and
- (k) Violation of California Labor Code sections 2800 and 2802 for failure to reimburse Plaintiff and aggrieved employees for necessary business-related expenses, as set forth more fully below.

80. Pursuant to PAGA, and in particular Labor Code sections 2699(a), 2699.3, and 2699.5, Plaintiff, acting in the public interest as a private attorney general, seek assessment and collection of civil penalties for Plaintiff, all Aggrieved Employees, and the State of California against Defendant

NEVOYA TRANSPORTATION, LLC and NEVOYA, INC. for violations of Labor Code sections set forth herein, including penalties under California Labor Code sections 2699, 558, 210, 1197.1, 226, 226.3, 1174.5, and 1197.1, penalties under the applicable IWC Wage Order, and any and all additional penalties and remedies as provided by the California Labor Code and/or other statutes.

81. Pursuant to California Labor Code section 2699(i), civil penalties recovered by Aggrieved Employees shall be distributed as follows: sixty-five percent (65%) to the LWDA for the enforcement of labor laws and education of employers and employees about their rights and responsibilities and thirty-five (35%) to the Aggrieved Employees.

82. Plaintiff retained counsel to file this court action, and to assess and collect the civil penalties owed by Defendant NEVOYA TRANSPORTATION, LLC and NEVOYA, INC. Plaintiff therefore seeks an award of reasonable attorney's fees and costs pursuant to Labor Code §§ 210, 218.5, 2699(g)(1), and any other applicable statute.

PRAYER FOR RELIEF

Plaintiff, on behalf of all others similarly situated, prays for relief and judgment against Defendants, jointly and severally, as follows:

Class Certification

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

As to the First Cause of Action

5. For general unpaid wages and such general and special damages as may be appropriate;
6. For statutory wage penalties pursuant to California Labor Code section 1197.1 for Plaintiff and the other class members in the amount as may be established according to proof at trial;
7. For pre-judgment interest on any unpaid compensation from the date such amounts were due;
8. For reasonable attorneys' fees and costs of suit incurred herein pursuant to California

1 Labor Code section 1194(a);

2 9. For liquidated damages pursuant to California Labor Code section 1194.2;

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

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

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

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

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

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

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

13 15. For actual, consequential and incidental losses and damages, according to proof;

14 16. For statutory penalties pursuant to California Labor Code section 226(e);

15 17. For injunctive relief to ensure compliance with this section, pursuant to
16 California Labor Code section 226(g);

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

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

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

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

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

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

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

26 23. For actual, consequential and incidental losses and damages, according to proof;

27 24. For the imposition of civil penalties and/or statutory penalties;

28 25. For punitive damages and/or exemplary damages according to proof at trial;

26. For reasonable attorneys' fees and costs of suit incurred herein; and
27. For such other and further relief as the Court may deem just and proper.

As to the Sixth Cause of Action

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

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

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

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

As to the Seventh Cause of Action

32. For civil penalties pursuant to California Labor Code sections 2699(a), (f), and (g), plus costs and attorneys' fees; and

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

DATED: April 23, 2026

ABRAMSON LABOR GROUP



By: _____

Megan E. Ross

Attorneys for Plaintiff
JAVIER CASTRO, individually and on behalf of
others similarly situated and aggrieved