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10 Attorneys for Plaintiffs
11 MICHAEL ZEPEDA

12
13 SUPERIOR COURT OF CALIFORNIA
14 COUNTY OF YOLO
15 UNLIMITED JURISDICTION
16

17 MICHAEL ZEPEDA, an individual,)
18 on behalf of the California Labor and)
19 Workforce Development Agency,)

20 Plaintiff,

21 v.

22 JOE'S LOGISTICS INC., a)
23 corporation, and DOES 1-25,)
24 inclusive,)

25 Defendants.
26
27
28

Case No.: CV2024-1845

**Complaint for Wage and Hour Violations
(PAGA)**

1 Plaintiff is informed and believes and thereon alleges as follows:
2

3 **PARTIES**

4 1. Plaintiff MICHAEL ZEPEDA is a competent adult.

5 2. Defendant JOE'S LOGISTICS INC., a general stock corporation formed in
6 California, is in the business of hauling freight by truck.

7 3. Plaintiff is presently unaware of the true names and capacities of the persons named
8 as Does 1 through 25, and therefore sues them by these fictitious names. Plaintiff will amend
9 this complaint to assert their true names and capacities when these are ascertained. Except as
10 otherwise alleged herein, each of the entities sued as Does 1 through 25 was responsible for
11 the damages to Plaintiff as alleged herein.

12 **VENUE**

13 4. Plaintiff MICHAEL ZEPEDA was a truck driver employed by Defendant JOE'S
14 LOGISTICS. He was dispatched out of Defendant JOE'S LOGISTICS facility located in
15 Woodland, California.

16
17 **FACTUAL BACKGROUND**

18 5. Plaintiff MICHAEL ZEPEDA was employed by Defendant JOE'S LOGISTICS
19 from approximately March 2023 until his separation on approximately May 25, 2023.
20

21 **FIRST CAUSE OF ACTION**

22 **PAGA Penalties**
23 **Labor Code Sec. 2699**

24 6. Plaintiffs incorporate herein the foregoing paragraphs.

25 7. Defendants employed Plaintiffs and other drivers primarily on a piece-rate basis,
26 generally at the rate of a certain amount per mile. For more than the past year, Defendants
27 have often failed to pay Plaintiffs and the other drivers for "other nonproductive time," that
28 is, for time under Defendants' control, exclusive of rest and recovery periods, not directly

1 related to the activity being compensated on a piece-rate basis. This failure violated, and
2 continues to violate, Labor Code Sections 226.2(a)(1), 1182.12(b), and 1197.

3 8. Because Defendants failed to pay Plaintiffs and other drivers the wages described
4 in paragraph 7, they also failed to pay them all wages due on their regular weekly paydays.
5 This failure violated, and continues to violate, Labor Code Sections 204b and 210(a).
6

7 9. Because Defendants failed to pay Plaintiffs and other drivers the wages described
8 in paragraph 7, they also failed to furnish them on their regular paydays with an accurate
9 itemized statement in writing showing gross wages earned and net wages earned. Moreover,
10 these itemized statements did not accurately show gross wages and net wages earned because
11 they frequently mischaracterized some of the wages earned as “per diem expenses.” The
12 itemized statements generally failed to show total hours worked. The itemized statements
13 generally failed to show both the number of piece-rate units earned and any applicable piece
14 rate, instead changing the rate from week to week depending on the amount of wages that had
15 been mischaracterized as “per diem expenses.” The itemized statements generally failed to
16 show all applicable hourly rates in effect during the pay period and the corresponding number
17 of hours worked at each hourly rate. The itemized statements generally failed to show the
18 total hours of “other nonproductive time,” the rate of compensation and the gross wages paid
19 for that time during the pay period. These failures violated, and continue to violate, Labor
20 Code Sections 226(a), 226.3, and 226.2(a)(2)(B).
21
22
23

24 10. Because Defendants failed to pay Plaintiffs and other drivers the wages described
25 in paragraph 7, it also failed to pay them all wages due upon the termination of their
26 employments or within 72 hours after they quit their employments. These failures violated,
27 and violate, Labor Code Sections 201(a) and 202(a).
28

1 11. Defendants willfully failed to pay Plaintiffs and other drivers the wages due upon
2 the termination of their employments, of within 72 hours after they quit their employments, as
3 described in paragraph 10, and also failed to pay them the penalty-wages that accrued for 30
4 days after these separations. This failure violated, and continues to violate, Labor Code
5 Section 203(a).
6

7 12. Although Defendants required Plaintiffs and other drivers to use their personal cell
8 phones for business communications, they failed to reimburse them for this necessary
9 expense. This failure violated, and continues to violate, Labor Code Section 2802(a).
10

11 13. Defendants failed to keep accurate records showing when Plaintiffs and other
12 drivers began and ended each work period. This failure violated, and continues to violate,
13 Labor Code Section 1198.
14

15 14. On or about April 16, 2024, Plaintiff gave written notice by online filing to the
16 California Labor and Workforce Development Agency (LWDA) of the specific provisions of
17 the Labor Code that Defendants allegedly violated, and this notice included the facts and
18 theories supporting the alleged violations. On or about April 16, 2024, Plaintiff gave written
19 notice by certified mail to Defendants of the specific provisions of the Labor Code that
20 Defendants allegedly violated, and this notice included the facts and theories supporting the
21 alleged violations. Although more than 65 calendar days have passed since the postmark date
22 of the notice given to the Defendants, the LWDA has not notified the Plaintiffs whether it
23 intends to investigate.
24
25

26 PRAYER

27 WHEREFORE, Plaintiffs pray for judgment as follows:

28 1. Civil penalties pursuant to Cal. Labor Code Sec. 2699;

2. Costs of suit, including expert fees;
3. Reasonable attorney's fees; and
4. All other appropriate remedies.

Dated: July 19, 2024

AIMAN-SMITH MARCY
A PROFESSIONAL CORPORATION



Joseph Clapp, Esq.
Attorneys for Plaintiff