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all others similarly situated, and on behalf of the general public

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF SACRAMENTO

SHAMEKA PENN on behalf of herself, all
others similarly situated, and on behalf of
the general public,

Plaintiffs,

v.

C&S LOGISTICS OF
SACRAMENTO/TRACY LLC; C&S
WHOLESALE GROCERS, LLC; and
DOES 1-100,

Defendants.

Case No. 25CV006647

**PLAINTIFF'S FIRST AMENDED CLASS
ACTION COMPLAINT FOR DAMAGES,
INJUNCTIVE RELIEF, DECLARATORY
RELIEF, AND RESTITUTION**

- 1) Failure to Pay All Straight Time Wages;**
- 2) Failure to Pay All Overtime Wages;**
- 3) Failure to Provide Meal Periods (Lab. Code §§ 226.7, 512, IWC Wage Order No. 8-2001(11); Cal. Code Regs., tit. 8 § 11080);**
- 4) Failure to Authorize and Permit Rest Periods (Lab. Code § 226.7; IWC Wage Order No. 8-2001(12); Cal. Code Regs. Title 8 § 11080);**
- 5) Knowing and Intentional Failure to Comply with Itemized Employee Wage Statement Provisions (Lab. Code §§ 226, 1174, 1175);**
- 6) Failure to Pay All Wages Due at the Time of Termination of Employment (Lab. Code §§201-203);**
- 7) Violation of Unfair Competition Law (Bus. & Prof. Code § 17200, et seq.); and**
- 8) Violation of the Private Attorneys General Act (Lab. Code §§ 2698).**

DEMAND FOR JURY TRIAL

1 Plaintiff SHAMEKA PENN, on behalf of herself, all others similarly situated, and on behalf of the
2 general public, complains of Defendants C&S LOGISTICS OF SACRAMENTO/TRACY LLC;
3 C&S WHOLESALE GROCERS, LLC (“Defendants” or “C&S”) and/or DOES and for causes of
4 action and alleges:

5 1. This is a class action pursuant to California Code of Civil Procedure section 382 on behalf
6 of Plaintiff SHAMEKA PENN and all non-exempt hourly employees who are presently or
7 were formerly employed by C&S and/or DOES and/or their subsidiaries or affiliated
8 companies and/or predecessors within the State of California.

9 2. C&S is a supply chain solutions and wholesale grocery supplier.

10 3. C&S employs hourly, non-exempt employees to work at its locations.

11 4. Throughout the time period that includes the four years prior to filing this action to the
12 present (the “Statutory Period”), C&S and/or DOES have maintained uniform policies that
13 violate the wage and hour rights of Plaintiff and similarly situated hourly non-exempt
14 employees in the manner complained of herein.

15 5. Throughout the Statutory Period, and through uniform policies applicable to all hourly non-
16 exempt employees, C&S and/or DOES fail to pay Plaintiff and the Class Members all
17 straight time and overtime wages owed.

18 6. Throughout the Statutory Period, and through uniform policies applicable to all hourly non-
19 exempt employees, C&S and/or DOES fail to provide Plaintiff and the Class Members
20 with meal periods that comply with California law and failed to authorize and permit rest
21 periods that comply with California law.

22 7. Throughout the Statutory Period, and through uniform policies applicable to all hourly non-
23 exempt employees, C&S and/or DOES require Ms. Penn and Class Members to work
24 through their meal periods thereby denying Ms. Penn and Class Members of the right to be
25 completely free from employer control under California law.

26 8. Throughout the Statutory Period, and through uniform policies applicable to all hourly non-
27 exempt employees, Ms. Penn and Class Members are not free of all work duties and/or
28 employer control during meal periods.

- 1 9. Throughout the Statutory Period, and through uniform policies applicable to all hourly non-
2 exempt employees, C&S and/or DOES have a consistent policy and/or practice of not
3 providing net ten-minute rest periods to Ms. Penn and all Class Members and/or providing
4 compensation in lieu thereof.
- 5 10. Throughout the Statutory Period, and through uniform policies applicable to all hourly non-
6 exempt employees, C&S and/or DOES breach the legal duty to provide rest periods to
7 employees by imposing a continuous and consistent policy requiring Ms. Penn and Class
8 Members to keep working during their rest periods, thereby denying Ms. Penn and Class
9 Members of the right to be completely free from employer control under California law.
- 10 11. Throughout the Statutory Period, and through uniform policies applicable to all hourly non-
11 exempt employees, employees are not free of all work duties and/or employer control
12 during rest periods.
- 13 12. Throughout the Statutory Period and through uniform policies applicable to all hourly non-
14 exempt employees, C&S and/or DOES knowingly and intentionally provide wage
15 statements to employees that fail to specifically itemize everything required under
16 California Labor Code section 226(a).
- 17 13. Throughout the Statutory Period and through uniform policies applicable to all hourly non-
18 exempt employees, C&S and/or DOES willfully fail to pay all wages due at the termination
19 of employment.
- 20 14. Plaintiff SHAMEKA PENN, on behalf of herself and all of C&S's and/or DOES' hourly
21 non-exempt employees employed at any time during the Statutory Period brings this action
22 pursuant to California Labor Code Sections 201-203, 218, 218.5, 222, 223, 224, 226, subd.
23 (b), 226.3, 226.7, 510, 512, 515, 558, 1194, 1194.2, 1197, 2698, *et seq.*, and California
24 Code of Regulations, Title 8, sections 11080 and 3395, seeking unpaid wages, overtime,
25 meal and rest period compensation, penalties, injunctive and other equitable relief, and
26 reasonable attorneys' fees and costs.
- 27 15. Plaintiff SHAMEKA PENN, on behalf of herself and all of C&S's and/or DOES' hourly
28 non-exempt employees employed at any time during the Statutory Period, pursuant to

California Business and Professions Code sections 17200-17208, also seeks injunctive relief, restitution, and disgorgement of all benefits C&S and/or DOES enjoyed from their failure to pay all straight time wages, overtime wages, and meal and rest period compensation.

I. VENUE

16. Venue as to each Defendant, C&S and/or DOES, is proper in this judicial district, pursuant to California Code of Civil Procedure section 395. Defendant C&S and/or DOES conduct business and commit California Labor Code violations within Sacramento County, and each Defendant and/or DOE is within California for service of process purposes. The unlawful acts alleged herein have a direct effect on Plaintiff and those similarly situated within the State of California and within Sacramento County. Defendant C&S and/or DOES employ numerous non-exempt employees who perform and/or performed work for C&S in Sacramento County, California during the Statutory Period.

II. PARTIES

A. Plaintiffs.

17. Throughout the Statutory Period, Plaintiff SHAMEKA PENN is and was a resident of California. During the Statutory Period, SHAMEKA PENN was employed by Defendant C&S and/or DOES in California and performed work in Sacramento County.

18. Plaintiff and the proposed class of similarly situated hourly non-exempt employees are covered by, inter alia, California IWC Occupational Wage Order No. 8-2001, and Title 8, California Code of Regulations, § 11080.

19. A notice correspondence showing compliance with Labor Code Section 2699.3 was sent to the LWDA and Defendant on January 28, 2025. This notice demonstrates that Plaintiff is an aggrieved employee and has standing to bring a representative action on behalf of the LWDA and as a private attorney general. No notice of cure by Defendant was provided and no notice of investigation was received from the LWDA in the statutorily proscribed sixty-five (65) day period since the mailing of the notice of the action. Accordingly, Plaintiff files this action as a “Representative Action” as authorized by Labor Code Section

2699.3(a)(2)(C).

B. Defendants.

20. C&S is a supply chain solutions and wholesale grocery supplier.

21. C&S employs hourly, non-exempt employees to work at its locations.

22. C&S employed Plaintiff and similarly situated hourly non-exempt employees in California.

23. The true names and capacities, whether individual, corporate, associate, or otherwise, of Defendants DOES 1-100, inclusive, are presently unknown to Plaintiff, who therefore sues these Defendants by such fictitious names under Code of Civil Procedure section 474. Plaintiff is informed and believes, and based thereon alleges, that each of the Defendants designated herein as a DOE is legally responsible in some manner for the unlawful acts referred to herein. Plaintiff will seek leave of court to amend this Complaint to reflect the true names and capacities of the Defendants designated hereinafter as DOES when such identities become known.

24. Plaintiff is informed and believes, and based thereon alleges, that each Defendant and/or DOE acted in all respects pertinent to this action as the agent of the other Defendants and/or DOES, carried out a joint scheme, business plan or policy in all respects pertinent hereto, and the acts of each Defendants and/or DOES are legally attributable to the other Defendants and/or DOES.

III. CLASS ACTION ALLEGATIONS

25. Plaintiff brings this action on behalf of herself and all others similarly situated as a class action pursuant to section 382 of the California Code of Civil Procedure. Plaintiff seeks to represent a Class composed of and defined as follows:

All individuals who are employed or have been employed by Defendants in the State of California as hourly non-exempt employees at any time during the period of the relevant statute of limitations. ("Class Members")

1 Plaintiff also seeks to represent subclasses composed of and defined as follows:

2
3 All Class Members who worked one (1) or more shifts in excess of
4 five (5) hours.

5
6 All Class Members who worked one (1) or more shifts in excess of
7 six (6) hours.

8
9 All Class Members who worked one (1) or more shifts in excess of
10 ten (10) hours.

11
12 All Class Members who worked one (1) or more shifts in excess of
13 twelve (12) hours.

14
15 All Class Members who worked one (1) or more shifts in excess of
16 two (2) hours.

17
18 All Class Members who worked one (1) or more shifts in excess of
19 three (3) hour and one-half hours, but less than or equal to six (6)
20 hours.

21
22 All Class Members who worked one (1) or more shifts in excess of
23 six (6) hours, but less than or equal to ten (10) hours.

24
25 All Class Members who worked one (1) or more shifts in excess of
26 ten (10) hours.

27
28 All Class Members who worked one (1) or more shifts in which they

received a wage statement for the corresponding pay period.

All Class Members who were not paid wages for meal periods.

All Class Members who were not paid for all time during which they were subject to the control of Defendants and/or suffered or permitted to work for Defendants during the relevant period of the statute of limitations.

All Class Members who had wages unlawfully deducted.

All Class Members who were not provided with accurate itemized wage statements.

All Class Members who separated their employment from Defendants.

26. Plaintiff reserves the right under rule 1855, subdivision (b), California Rules of Court, to amend or modify the Class description with greater specificity or further division into subclasses or limitation to particular issues.

27. This action has been brought and may properly be maintained as a class action under the provisions of section 382 of the California Code of Civil Procedure because there is a well-defined community of interest in the litigation and the proposed Class is easily ascertainable.

A. Numerosity.

28. The potential members of the Class as defined are so numerous that joinder of all the members of the Class is impracticable. While the precise number of Class Members has not been determined at this time, Plaintiff is informed and believes that C&S and/or DOES

1 currently employ, and during the liability period employed, over one hundred (100) Class
2 Members in Sacramento County during the liability period and who are or have been
3 affected by C&S's and/or DOES' policies of wage theft, failure to pay all straight and
4 overtime wages owed, failure to provide meal and/or rest periods without the appropriate
5 legal compensation, willful failure to pay all wages due at time of separation from
6 employment, and knowing and intentional failure to provide accurate and itemized
7 employee wage statements.

8 29. Accounting for employee turnover during the relevant periods increases this number
9 substantially. Upon information and belief, Plaintiff alleges C&S's and/or DOES'
10 employment records will provide information as to the number and location of all Class
11 Members. Joinder of all members of the proposed Class is not practicable.

12 **B. Commonality.**

13 30. There are questions of law and fact common to the Class that predominate over any
14 questions affecting only individual Class Members. These common questions of law and
15 fact include, without limitation:

16 (1) Whether C&S and/or DOES violate the Labor Code and/or
17 applicable IWC Wage Orders in failing to pay its employees all earned
18 wages at the regular rate for all hours worked.

19 (2) Whether C&S's and/or DOES' uniform policies and/or
20 practices whereby employees were pressured and/or incentivized to forego
21 taking meal and/or rest periods.

22 (3) Whether C&S's and/or DOES' violated Labor Code section
23 226.7, IWC Wage Order No. 8-2001 or other applicable IWC Wage Orders,
24 and/or California Code of Regulations, Title 8, section 11080, by failing to
25 authorize, permit, and/or provide thirty-minute meal periods before the end
26 of the fifth hour worked and/or failing to pay said employees one (1) hour
27 of pay at the employee's regular rate of compensation for each work day
28 that the rest period was not authorized, permitted and/or provided.

(4) Whether C&S and/or DOES violated Labor Code section 226.7, IWC Wage Order No. 8-2001 or other applicable IWC Wage Orders, and/or California Code of Regulations, Title 8, section 11080, by failing to authorize, permit, and/or provide ten minute rest periods to its employees for every four (4) hours or major fraction thereof worked and/or failing to pay said employees one (1) hour of pay at the employee's regular rate of compensation for each work day that the rest period was not authorized, permitted and/or provided.

(5) Whether C&S and/or DOES willfully fail to pay, in a timely manner, wages owed to members of the proposed Class who left C&S's and/or DOES' employ or who were terminated.

(6) Whether C&S and/or DOES have uniform policies and/or practices of failing to provide employees accurate and itemized wage statements.

(7) Whether C&S and/or DOES have uniform policies and/or practices of failing to timely pay all wages owed to employees who left C&S's and/or DOES' employ or who were terminated.

31. The answer to each of these respective questions will generate a common answer capable of resolving class-wide liability in one stroke.

32. Said common questions predominate over any individualized issues and/or questions affecting only individual members.

C. Typicality.

33. The claims of the named Plaintiff are typical of the claims of the proposed Class. Plaintiff and all members of the proposed Class sustained injuries and damages arising out of and caused by C&S's and/or DOES' common course of conduct in violation of laws and regulations that have the force and effect of law and statutes as alleged.

34. Plaintiff SHAMEKA PENN was subjected to the same uniform policies and/or practices complained of herein that affected all such employees. Thus, as SHAMEKA PENN was

1 subjected to the same unlawful policies and practices as all employees, her claims are
2 typical of the class she seeks to represent.

3 **D. Adequacy of Representation.**

4 35. Plaintiff will fairly and adequately represent and protect the interests of the members of the
5 Class.

6 36. Plaintiff is ready and willing to take the time necessary to help litigate this case.

7 37. Plaintiff has no conflicts that will disallow her to fairly and adequately represent and
8 protect the interests of the members of the Class.

9 38. Counsel who represent Plaintiff are competent and experienced in litigating large
10 employment class actions.

11 39. Specifically, David Mara, Esq., and Jill Vecchi, Esq., of Mara Law Firm, PC are California
12 lawyers in good standing.

13 40. Counsel who represent Plaintiff are competent and experienced in litigating large
14 employment class actions.

15 41. The lawyers at Mara Law Firm have been named class counsel in numerous cases.

16 42. Mr. Mara's and Ms. Vecchi's practice is primarily focused on representing classes, large
17 and small, on the basis of California Labor Code and IWC Wage Order Violations similar
18 to those alleged herein. The attorneys at the firm are also frequently called upon to and do
19 author amicus briefs on behalf of the Consumer Attorneys of California on cases in the
20 appellate courts and Supreme Court of California involving important issues relating to
21 those alleged herein.

22 43. Mara Law Firm, PC has the resources to take this case to trial and judgment, if necessary.

23 44. Mara Law Firm, PC has the experience, ability, and ways and means to vigorously
24 prosecute this case.

25 **E. Superiority of Class Action.**

26 45. A class action is superior to other available means for the fair and efficient adjudication of
27 this controversy. Individual joinder of all Class Members is not practicable, and questions
28 of law and fact common to the Class predominate over any questions affecting only

individual members of the Class. Each member of the Class has been damaged and is entitled to recovery by reason of C&S's and/or DOES' illegal policies and/or practices of failing to pay all straight time and overtime wages owed, failing to permit or authorize rest periods, failing to provide meal periods, knowingly and intentionally failing to comply with wage statement requirements, and failing to pay all wages due at termination.

46. Class action treatment will allow those similarly situated persons to litigate their claims in the manner that is most efficient and economical for the parties and the judicial system. Plaintiff is unaware of any difficulties that are likely to be encountered in the management of this action that would preclude its maintenance as a class action.

47. Because such common questions predominate over any individualized issues and/or questions affecting only individual members, class resolution is superior to other methods for fair and efficient adjudication.

IV. CAUSES OF ACTION

FIRST CAUSE OF ACTION AGAINST C&S AND/OR DOES: Failure to Pay All Straight Time Wages

48. Plaintiff and those similarly situated Class Members hereby incorporate by reference each and every other paragraph in this Complaint herein as if fully plead.

49. Defendant and/or DOES have had a continuous policy of not paying Plaintiff and those similarly situated for all hours worked.

50. It is fundamental that an employer must pay its employees for all time worked. California Labor Code sections 218 and 218.5 provides a right of action for nonpayment of wages. California Labor Code section 222 prohibits the withholding of part of a wage. California Labor Code section 223 prohibits the payment of less than a statutory or contractual wage scale. California Labor Code section 1197 prohibits the payment of less than the minimum wage. California Labor Code section 1194 states that an employee receiving less than the legal minimum wage is entitled to recover in a civil action the unpaid balance of the full amount of this minimum wage. California Labor Code section 1194.2 states that an employee receiving less than the legal minimum wage is entitled to recover liquidated

1 damages in an amount equal to the wages unlawfully unpaid and interest thereon.
2 California Labor Code section 224 only permits deductions from wages when the employer
3 is required or empowered to do so by state or federal law or when the deduction is expressly
4 authorized in writing by the employee for specified purposes that do not have the effect of
5 reducing the agreed upon wage.

6 51. Plaintiff and those similarly situated Class Members were employed by C&S and/or DOES
7 at all relevant times. C&S and/or DOES were required to compensate Plaintiff for all hours
8 worked and were prohibited from making deductions that had the effect of reducing the
9 agreed upon wage.

10 52. Defendant and/or DOES have had a continuous policy of not paying Plaintiff and those
11 similarly situated for all hours worked. Specifically, C&S and/or DOES have a continuous
12 and consistent policy of requiring employees to work before clocking in, after clocking
13 out, and/or during meal periods. Plaintiff and the Class Members are not paid for this time.

14 53. In addition, C&S and/or DOES have a continuous policy of not paying Plaintiff and the
15 Class Members for all hours worked in that C&S and/or DOES continuously and
16 consistently Plaintiff and the Class Members out for a meal period and/or requires Plaintiff
17 and the Class Members to record a meal period, even though Plaintiff and the Class
18 Members work through their meal periods, were unable to take meal periods, and/or were
19 not free of all work duties and employer controls during meal periods. Thus, C&S and/or
20 DOES shave/steal earned wages from Plaintiff and the Class Members every day they work
21 without a meal period and have time deducted.

22 54. Likewise, Plaintiff and the Class Members are informed and believe and thereon allege that
23 C&S and/or DOES breached the legal duty to pay full wages to Plaintiff and the Class
24 Members by deducting a portion of the wages earned by Plaintiff and the Class Members
25 when they work through their meal periods and/or when C&S and/or DOES record a meal
26 period for Plaintiff and the Class Members when no meal period was taken. Specifically,
27 Plaintiff and the Class Members work through their meal periods to satisfy their demanding
28 work duties imposed by C&S and/or DOES, thereby denying them the right to be

1 completely free from employer control under California law. Further, Plaintiff and the
2 Class Members are forced to work through their meal periods due to the C&S and/or DOES
3 providing insufficient staffing.

4 55. Failing to pay for all hours worked while under C&S's and/or DOES' control and/or while
5 suffered or permitted to work has resulted in Class Members being deprived of straight
6 time and/or overtime wages throughout the Statutory Period.

7 56. C&S and/or DOES have a continuous and consistent policy of failing to pay full wages to
8 Plaintiff and the Class Members by deducting a portion of the wages earned by Plaintiff
9 and the Class Members when they worked through their meal periods, are not relieved of
10 all work duties during their meal periods and/or when C&S and/or DOES recorded a meal
11 period for Plaintiff and the Class Members when no meal period was taken.

12 57. C&S and/or DOES have a continuous and consistent policy of clocking-out Plaintiff and
13 those similarly situated for a thirty (30) minute meal period and/or otherwise recording a
14 meal period, even though Plaintiff and all members of the Class work through their meal
15 periods and/or were subject to C&S's control during meal periods. Thus, C&S and/or
16 DOES do not pay Plaintiff and each and every member of the Class for all time worked
17 each and every day they work without a meal period and have time deducted.

18 58. Plaintiff and the Class Members are informed and believe and thereon allege that as a direct
19 result of C&S's and/or DOES' uniform policies and/or practices, Plaintiff and the Class
20 Members have suffered, and continue to suffer, substantial unpaid wages, and lost interest
21 on such wages, and expenses and attorneys' fees in seeking to compel C&S and/or DOES
22 to fully perform their obligations under state law, all to their respective damage in amounts,
23 according to proof at trial.

24 59. As a direct result of C&S's and/or DOES' policy of illegal wage theft, Plaintiff and those
25 similarly situated have been damaged in an amount to be proven at trial.

26 60. WHEREFORE, Plaintiff and the Class she seeks to represent request relief as described
27 below.

28 ///

SECOND CAUSE OF ACTION AGAINST C&S AND/OR DOES: Failure to Pay All

Overtime Wages

61. Plaintiff and those similarly situated Class Members hereby incorporate by reference each and every other paragraph in this Complaint herein as if fully plead.

62. It is fundamental that an employer must pay its employees for all time worked. California Labor Code sections 218 and 218.5 provides a right of action for nonpayment of wages. California Labor Code section 222 prohibits the withholding of part of a wage. California Labor Code section 223 prohibits the payment of less than a statutory or contractual wage scale. California Labor Code section 1197 prohibits the payment of less than the minimum wage. California Labor Code section 224 only permits deductions from wages when the employer is required or empowered to do so by state or federal law or when the deduction is expressly authorized in writing by the employee for specified purposes that do not have the effect of reducing the agreed upon wage.

63. C&S and/or DOES fail to pay overtime when employees worked over eight (8) hours per day and when employees worked over forty (40) hours per week.

64. Plaintiff and those similarly situated Class Members were employed by C&S and/or DOES at all relevant times. C&S and/or DOES were required to compensate Plaintiff for all overtime hours worked and were prohibited from making deductions that had the effect of reducing the agreed upon wage.

65. C&S and/or DOES fail to pay for the overtime that was due, pursuant to IWC Wage Order No. 8-2001, item 3(A).

66. C&S and/or DOES have a continuous policy of not paying Plaintiff and the Class Members for all overtime hours worked. Specifically, C&S and/or DOES have a continuous and consistent policy of requiring employees to work before clocking in, after clocking out, and/or during meal periods. Plaintiff and Class Members are not paid for this time. When employees work over eight hours in a shift, this unpaid time must be paid at an overtime rate.

67. Furthermore, C&S and/or DOES would require Plaintiff and Class Members to work over

forty (40) hours in a week and would fail to pay Plaintiff and Class Members at an overtime rate for these hours.

68. In addition, C&S and/or DOES have a continuous policy of not paying Plaintiff and Class Members for all hours worked in that C&S and/or DOES continuously and consistently clocks Plaintiff and Class Members out for a meal period and/or requires Plaintiff and Class Members to record a meal period, even though Plaintiff and Class Members work through their meal periods, were unable to take meal periods, and/or were not free of all work duties and employer controls during meal periods. Thus, C&S and/or DOES shave/steal earned wages from Plaintiff and Class Members every day they work without a meal period and have time deducted. When employees work over eight hours in a shift, this unpaid time must be paid at an overtime rate.

69. Likewise, Plaintiff and Class Members are informed and believe and thereon allege that C&S and/or DOES breached the legal duty to pay full wages to Plaintiff and Class Members by deducting a portion of the wages earned by Plaintiff and Class Members when they work through their meal periods and/or when C&S and/or DOES record a meal period for Plaintiff and Class Members when no meal period was taken. Specifically, Plaintiff and Class Members work through their meal periods to satisfy their demanding work duties imposed by C&S and/or DOES, thereby denying them the right to be completely free from employer control under California law. Further, Plaintiff and Class Members are forced to work through their meal periods due to the C&S and/or DOES providing insufficient staffing. When employees work over eight hours in a shift, this unpaid time must be paid at an overtime rate.

70. Furthermore, C&S and/or DOES failed to pay Plaintiff and Class Members at the appropriate regular rate of pay for all overtime hours worked. Specifically, C&S and/or DOES failed to incorporate bonuses employees were paid when calculating employees' regular rate of pay for purposes of paying overtime compensation.

71. C&S and/or DOES fail to pay for all time during which Plaintiff and Class Members work throughout their shift. As most shifts worked are at least eight hours in length, this time

1 during which employees are uncompensated before clocking in and/or during meal periods
2 but under C&S's and/or DOES' control, should be, but was not, paid at the applicable
3 overtime rate.

4 72. Plaintiff and the Class Members are informed and believe and thereon allege that as a direct
5 result of C&S's and/or DOES' uniform policies and/or practices, Plaintiff and the Class
6 Members have suffered, and continue to suffer, substantial unpaid overtime wages, and
7 lost interest on such overtime wages, and expenses and attorneys' fees in seeking to compel
8 C&S and/or DOES to fully perform their obligations under state law, all to their respective
9 damage in amounts according to proof at time of trial. C&S and/or DOES commit the acts
10 alleged herein knowingly and willfully, with the wrongful and deliberate intention on
11 injuring Plaintiff and the Class Members. C&S and/or DOES act with malice or in
12 conscious disregard of Plaintiff's and the Class Member's rights. In addition to
13 compensation, Plaintiff is also entitled to any penalties allowed by law.

14 73. WHEREFORE, Plaintiff and the Class she seeks to represent request relief as described
15 below.

16 **THIRD CAUSE OF ACTION AGAINST C&S AND/OR DOES: Failure to Provide Meal**
17 **Periods, or Compensation in Lieu Thereof (Lab. Code §§ 226.7, 512, IWC Wage Order No.**
18 **8-2001(11); Cal. Code Regs., tit. 8, § 11080)**

19 74. Plaintiff and those similarly situated Class Members hereby incorporate by reference each
20 and every other paragraph in this Complaint herein as if fully plead.

21 75. Under California Labor Code section 512 and IWC Wage Order No. 7, no employer shall
22 employ any person for a work period of more than five (5) hours without providing a meal
23 period of not less than thirty (30) minutes. During these meal periods of not less than thirty
24 (30) minutes, the employee is to be completely free of the employer's control and must not
25 perform any work for the employer. If the employee does perform work for the employer
26 during the thirty (30) minute meal period, the employee has not been provided a meal
27 period in accordance with the law. Also, the employee is to be compensated for any work
28 performed during the thirty (30) minute meal period.

- 1 76. In addition, an employer may not employ an employee for a work period of more than ten
2 (10) hours per day without providing the employee with another meal period of less than
3 thirty (30) minutes.
- 4 77. Under California Labor Code section 226.7, if the employer does not provide an employee
5 a meal period in accordance with the above requirements, the employer shall pay the
6 employee one (1) hour of pay at the employee's regular rate of compensation for each
7 workday that the meal period is not provided.
- 8 78. C&S and/or DOES fail to provide thirty (30) minute, uninterrupted meal periods to Plaintiff
9 and Class Members who worked for work periods of more than five (5) consecutive hours.
10 As such, Plaintiff and Class Members were required to work over five (5) consecutive
11 hours at a time without being provided a thirty (30) minute uninterrupted, duty-free meal
12 period within that time.
- 13 79. C&S and/or DOES fail to provide thirty (30) minute, uninterrupted duty-free meal periods
14 to Plaintiff and Class Members for every five (5) continuous hours worked.
- 15 80. C&S and/or DOES breached the legal duty to provide meal periods to employees by failing
16 to provide employees with duty-free meal periods within the timeframes outlined by
17 California law.
- 18 81. When Plaintiff and the Class Members are able to take a meal period, Plaintiff and the
19 Class Members are not relieved of all duties and/or employer control during their meal
20 periods.
- 21 82. C&S and/or DOES do not provide full thirty-minute meal periods to Plaintiff and the Class
22 Members because C&S and/or DOES require Plaintiff and the Class Members to use some
23 of their break time transiting to and from the break area.
- 24 83. C&S and/or DOES did not have a policy of providing a second meal period before the end
25 of the tenth hour.
- 26 84. In addition, when C&S and/or DOES did pay meal period premiums, C&S and/or DOES
27 failed to pay these premiums to Plaintiff and the Class Members at the appropriate regular
28 rate of pay.

85. Failing to provide compensation for such unprovided or improperly provided meal periods, as alleged above, C&S and/or DOES willfully violate the provisions of California Labor Code sections 226.7, 512, and IWC Wage Order No. 8.

86. As a result of the unlawful acts of C&S and/or DOES, Plaintiff and the Class she seeks to represent have been deprived of premium wages, in amounts to be determined at trial, and are entitled to recovery of such amounts, plus interest and penalties thereon, attorneys' fees and costs, pursuant to Labor Code section 226.7, and IWC Wage Order No. 8-2001. Plaintiff and the Class she seeks to represent did not willfully waive their right to take meal periods through mutual consent with C&S and/or DOES.

87. WHEREFORE, Plaintiff and the Class she seeks to represent request relief as described below.

FOURTH CAUSE OF ACTION AGAINST C&S AND/OR DOES: Failure to Authorize and Permit Rest Periods (Lab. Code § 226.7; IWC Wage Order No. 8-2001(12); Cal. Code Regs. Title 8 § 11080)

88. Plaintiff and those similarly situated Class Members hereby incorporate by reference each and every other paragraph in this Complaint herein, as if fully plead.

89. Under IWC Wage Order No. 8, every employer shall authorize and permit all employees to take rest periods, "[t]he authorized rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours worked or major fraction thereof." IWC Wage Order 8-2001(12). The time spent on rest periods "shall be counted as hours worked for which there shall be no deduction from wages." *Id.*

90. Under California Labor Code section 226.7, if the employer does not provide an employee a rest period in accordance with the above requirements, the employer shall pay the employee one (1) hour of pay at the employee's regular rate of compensation for each workday that the rest break is not provided.

91. At all relevant times, C&S and/or DOES fail to authorize and/or permit rest period time based upon the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof.

1 92. Further, Plaintiff and the Class Members are required to work eight (8) to twelve (12) hour
2 shifts but are not provided with first, second and/or third rest breaks free of employer's
3 control.

4 93. C&S and/or DOES also breach the legal duty to provide rest periods to employees by
5 imposing a continuous and consistent policy of requiring Plaintiff and Class Members to
6 work through their rest periods thereby denying Plaintiff and the Class Members of the
7 right to be completely free from employer control under California law.

8 94. When Plaintiff and the Class Members are able to take a rest period, Plaintiff and the Class
9 Members are not relieved of all duties and/or employer control during their rest periods.

10 95. C&S and/or DOES do not provide full ten-minute rest periods to Plaintiff and the Class
11 Members because C&S and/or DOES require Plaintiff and the Class Members to use some
12 of their break time transiting to and from the break area.

13 96. In addition, when C&S and/or DOES did pay rest period premiums, C&S and/or DOES
14 failed to pay these premiums to Plaintiff and the Class Members at the appropriate regular
15 rate of pay.

16 97. As a result of the unlawful acts of C&S and/or DOES, Plaintiff and the Class she seeks to
17 represent have been deprived of premium wages, in amounts to be determined at trial, and
18 are entitled to recovery of such amounts, plus interest and penalties thereon, attorneys' fees
19 and costs, pursuant to Labor Code section 226.7, and IWC Wage Order No. 8-2001.

20 98. WHEREFORE, Plaintiff and the Class she seeks to represent request relief as described
21 below.

22 **FIFTH CAUSE OF ACTION AGAINST C&S AND/OR DOES: Knowing and Intentional**
23 **Failure to Comply with Itemized Employee Wage Statement Provisions (Lab. Code §§ 226,**
24 **1174, 1175; IWC Wage Order No. 8; Cal. Code Regs., Title 8, § 11080)**

25 99. Plaintiff and those similarly situated Class Members hereby incorporate by reference each
26 and every other paragraph in this Complaint herein as if fully plead.

27 100. California Labor Code section 226 subdivision (a) requires C&S and/or DOES to, inter
28 alia, itemize in wage statements and accurately report the total hours worked and total

1 wages earned. C&S and/or DOES have knowingly and intentionally failed to comply with
2 California Labor Code section 226, subdivision (a), on each and every wage statement
3 provided to Plaintiff SHAMEKA PENN and members of the proposed Class.

4 101. California Labor Code section 1174 requires C&S and/or DOES to maintain and preserve,
5 in a centralized location, records showing the daily hours worked by and the wages paid to
6 its employees. C&S and/or DOES have knowingly and intentionally failed to comply with
7 California Labor Code section 1174. The failure of C&S and/or DOES, and each of them,
8 to comply with California Labor Code section 1174 is unlawful pursuant to California
9 Labor Code section 1175.

10 102. C&S and/or DOES fail to maintain accurate time records - as required by IWC Wage Order
11 No. 8-2001(7), and Cal. Code Regs., Title 8 section 11080 - showing, among other things,
12 when the employee begins and ends each work period, the total daily hours worked in
13 itemized wage statements, total wages, bonuses and/or incentives earned, and all
14 deductions made.

15 103. C&S and/or DOES have knowingly and intentionally failed to provide Plaintiff and the
16 Class Members with accurate itemized wage statements which show: “(1) gross wages
17 earned, (2) total hours worked by the employee, . . . (4) all deductions, provided that all
18 deductions made on written orders of the employee may be aggregated and shown as one
19 item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is
20 paid, (7) the name of the employee and only the last four digits of his or her social security
21 number or an employee identification number other than a social security number, (8) the
22 name and address of the legal entity that is the employer and, if the employer is a farm
23 labor contractor, as defined in subdivision (b) of Section 1682, the name and address of the
24 legal entity that secured the services of the employer, and (9) all applicable hourly rates in
25 effect during the pay period and the corresponding number of hours worked at each hourly
26 rate by the employee[.]” California Labor Code section 226(a).

27 104. C&S and/or DOES knowingly and intentionally failed to itemize the total hours worked on
28 wage statements.

1 105. C&S and/or DOES knowingly and intentionally failed to itemize and include all gross and
2 net wages earned on wage statements.

3 106. In every pay period during the period of the relevant statute of limitations, C&S and/or
4 DOES knowingly and intentionally did not accurately itemize the total hours worked on
5 wage statements as *California Labor Code* section 226(a), requires.

6 107. In every pay period during the period of the relevant statute of limitations, C&S and/or
7 DOES knowingly and intentionally did not itemize the total hours worked on wage
8 statements as *Labor Code* section 226, subsection (a), requires. In every pay period during
9 the period of the relevant statute of limitations, C&S and/or DOES knowingly and
10 intentionally did not include the total hours worked on wage statements. As outlined herein,
11 C&S and/or DOES have a continuous policy and/or practice of not compensating Plaintiff
12 and the Class Members for all hours worked. Specifically, C&S and/or DOES has a
13 continuous and consistent policy of requiring employees to work before clocking in, after
14 clocking out, and/or during meal periods as outlined herein. In addition, Plaintiff and the
15 Class Members are informed and believe and thereon allege that C&S and/or DOES
16 breached the legal duty to pay full wages to Plaintiff and the Class Members by failing to
17 pay for wages earned by Plaintiff and the Class Members when they are not relieved of all
18 work duties during their meal periods, and/or remain subject to C&S's and/or DOES'
19 control during their meal periods. Plaintiff and the Class Members are not paid for this
20 time. These hours are not itemized on Plaintiff's and the Class Members' wage statements.

21 108. In addition, C&S and/or DOES fail to accurately list the name of the legal entity that is the
22 employer. C&S and/or DOES list "Sacramento Logistics LLC" as the employer on
23 Plaintiff's and the Class Members' wage statements instead of "C&S Logistics of
24 Sacramento/Tracy LLC" and/or "C&S Wholesale Grocers, LLC." "Sacramento Logistics
25 LLC" is an entirely different entity that has no relation to C&S and/or DOES.

26 109. Finally, C&S and/or DOES failed to include all meal and rest period premiums that were
27 owed to Plaintiff and the Class Members on wage statements at the proper regular rate of
28 pay that incorporated bonuses earned during that pay period.

1 110. As a result of the knowing and intentional failure by C&S and/or DOES to comply with
2 itemized employee wage statement provisions, Plaintiff and the Class Members have been
3 able to reconstruct only a reasonable estimate of the hours worked and have, therefore, not
4 received full compensation.

5 111. Under California Labor Code section 226.3, “[a]ny employer who violates subdivision (a)
6 of Section 226 shall be subject to a civil penalty in the amount of two hundred fifty dollars
7 (\$250) per employee per violation in an initial citation and one thousand dollars (\$1,000)
8 per employee for each violation in a subsequent citation, for which the employer fails to
9 provide the employee a wage deduction statement or fails to keep the records required in
10 subdivision (a) of Section 226.” The penalties provided for in California Labor Code
11 section 226.3 are in addition to other penalties provided by law.

12 112. As a direct result of C&S and/or DOES unlawful acts, Plaintiff and the Class she intends
13 to represent have been damaged and are entitled to recovery of such amounts, plus interest
14 thereon, attorneys’ fees, and costs, pursuant to California Labor Code section 226.

15 113. WHEREFORE, Plaintiff and the Class she seeks to represent request relief as described
16 below.

17 **SIXTH CAUSE OF ACTION AGAINST C&S AND/OR DOES: Failure to Pay All Wages**
18 **Due at the Time of Termination from Employment (Lab. Code §§ 201-203)**

19 114. Plaintiff and those similarly situated Class members hereby incorporate by reference each
20 and every other paragraph in this Complaint herein as if fully plead.

21 115. Whether Plaintiff voluntarily or involuntarily terminated her employment with C&S and/or
22 DOES, Defendants and/or DOES did not timely pay her all straight time wages owed at
23 the time of her termination.

24 116. Whether Plaintiff voluntarily or involuntarily terminated her employment with C&S and/or
25 DOES, C&S and/or DOES did not timely pay her all overtime wages owed at the time of
26 her termination.

27 117. Whether Plaintiff voluntarily or involuntarily terminated her employment with C&S and/or
28 DOES, C&S and/or DOES did not timely pay her meal and/or rest period premiums owed

1 at the time of her termination.

2 118. Numerous members of the Class are no longer employed by C&S and/or DOES. They were
3 either fired or quit C&S's and/or DOES' employ. C&S and/or DOES did not pay all timely
4 wages owed at the time of their termination. C&S and/or DOES did not pay all premium
5 wages owed at the time of their termination.

6 119. Labor Code section 203 provides that, if an employer willfully fails to pay, without
7 abatement or reduction, in accordance with Labor Code sections 201, 201.5, 202 and 205.5,
8 any wages of an employee who is discharged or who quits, the wages of the employee shall
9 continue at the same rate, for up to thirty (30) days from the due date thereof, until paid or
10 until an action therefore is commenced.

11 120. C&S and/or DOES fail to pay Plaintiff a sum certain at the time of her termination or within
12 seventy-two (72) hours of her resignation, and have failed to pay those sums for thirty (30)
13 days thereafter. Pursuant to the provisions of Labor Code section 203, Plaintiff is entitled
14 to a penalty in the amount of her daily wage, multiplied by thirty (30) days.

15 121. When Plaintiff and those members of the Class who are former employees of Defendants
16 C&S and/or DOES separate from Defendant's and/or DOES' employ, Defendant and/or
17 DOES willfully fail to pay all straight time wages, overtime wages, meal period premiums,
18 and/or rest period premiums owed at the time of termination.

19 122. C&S and/or DOES fail to pay employees their final wages in accordance with California
20 Labor Code §§ 201 and 202 because C&S and/or DOES pay employees their final wages
21 on the next regularly scheduled pay date.

22 123. C&S and/or DOES failure to pay said wages to Plaintiff and members of the Class she
23 seeks to represent, was willful in that C&S and/or DOES and each of them knew the wages
24 to be due, but failed to pay them.

25 124. As a consequence of C&S's and/or DOES' willful conduct in not paying wages owed at
26 the time of separation from employment, Plaintiff and members of the proposed Class are
27 entitled to thirty (30) days' worth of wages as a penalty under Labor Code section 203,
28 together with interest thereon and attorneys' fees and costs.

1 125. WHEREFORE, Plaintiff and the Class she seeks to represent request relief as described
2 below.

3 **SEVENTH CAUSE OF ACTION AGAINST C&S AND/OR DOES: Violation of Unfair**
4 **Competition Law (California Bus. & Prof. Code, § 17200, et seq.)**

5 126. Plaintiff and those similarly situated Class Members hereby incorporate by reference each
6 and every other paragraph in this Complaint herein as if fully plead.

7 127. C&S and/or DOES failure to pay all straight time and overtime wages earned, failure to
8 provide compliant meal and/or rest breaks and/or compensation in lieu thereof, failure to
9 itemize and keep accurate records, and failure to pay all wages due at time of termination,
10 as alleged herein, constitutes unlawful activity prohibited by California Business and
11 Professions Code section 17200, et seq.

12 128. The actions of C&S and/or DOES in failing to pay Plaintiff and members of the proposed
13 Class in a lawful manner, as alleged herein, constitutes false, unfair, fraudulent and
14 deceptive business practices, within the meaning of California Business and Professions
15 Code section 17200, et seq.

16 129. Plaintiff is entitled to an injunction and other equitable relief against such unlawful
17 practices in order to prevent future damage, for which there is no adequate remedy at law,
18 and to avoid a multiplicity of lawsuits. Plaintiff brings this cause individually and as
19 members of the general public actually harmed and as a representative of all others subject
20 to C&S and/or DOES unlawful acts and practices.

21 130. As a result of their unlawful acts, C&S and/or DOES have reaped and continue to reap
22 unfair benefits at the expense of Plaintiff and the proposed Class he seeks to represent.
23 C&S and/or DOES should be enjoined from this activity and made to disgorge these ill-
24 gotten gains and restore Plaintiff and the members of the proposed Class pursuant to
25 Business and Professions Code section 17203. Plaintiff is informed and believes, and
26 thereon alleges, that Defendant and/or DOES are unjustly enriched through their policy of
27 not all wages owed to Plaintiff and members of the proposed Class.

28 131. Plaintiff is informed and believes, and thereon alleges, that Plaintiff and members of the

1 proposed class are prejudiced C&S and/or DOES unfair trade practices.

2 132. As a direct and proximate result of the unfair business practices of C&S and/or DOES, and
3 each of them, Plaintiff, individually and on behalf of all employees similarly situated, are
4 entitled to equitable and injunctive relief, including full restitution and/or disgorgement of
5 all wages and premium pay which have been unlawfully withheld from Plaintiff and
6 members of the proposed Class as a result of the business acts and practices described
7 herein and enjoining C&S and/or DOES from engaging in the practices described herein.

8 133. The illegal conduct alleged herein is continuing, and there is no indication that C&S and/or
9 DOES will cease and desist from such activity in the future. Plaintiff alleges that if C&S
10 and/or DOES are not enjoined from the conduct set forth in this Complaint, they will
11 continue the unlawful activity discussed herein.

12 134. Plaintiff further requests that the Court issue a preliminary and permanent injunction
13 prohibiting C&S and/or DOES from continuing to not pay Plaintiff and the members of the
14 proposed Class overtime wages as discussed herein.

15 135. WHEREFORE, Plaintiff and the Class he seeks to represent request relief as described
16 below.

17 **EIGHTH CAUSE OF ACTION AGAINST C&S AND/OR DOES: Violations of the Private**
18 **Attorneys General Act of 2004 (“PAGA”) (Lab. Code § 2698 et seq.)**

19 136. Plaintiff and Class Members hereby incorporate by reference each and every other
20 paragraph in this Complaint herein as if fully plead.

21 137. Plaintiff, by virtue of her employment with Defendant and/or DOES, and Defendant’s
22 and/or DOES’ failure to provide meal and rest periods, overtime compensation, all wages
23 for all work performed at the statutory minimum agreed upon rate, and all wages due at
24 termination, are aggrieved employees with standing to bring an action under the Private
25 Attorney General Act (“PAGA”). Plaintiff, as a representative of the people of the State
26 of California, will seek any and all penalties otherwise capable of being collected by the
27 Labor Commission and/or the Department of Labor Standards Enforcement (DLSE). This
28 includes each of the following, as set forth in Labor Code Section 2699.5, which provides

that Section 2699.3(a) applies to any alleged violation of the following provisions: Sections 201 through 203, 204, 205.5, 221, 222, 223, 226, 226.7, 246, 510, 512, 518, 558, 1174, 1194, 1197, 1197.1, 1199, and 2802.

138. Plaintiff is informed and believes that Defendant and/or DOES have violated and continue to violate provisions of the California Labor Code and applicable Wage Orders related to meal and rest periods, overtime and straight-time compensation, wages for all work performed, and all wages due at termination.

139. Plaintiff, as a representative of the general public, will and does seek to recover any and all penalties for each and every violation shown to exist or to have occurred beginning one-year prior to providing notice to the Labor and Workforce Development Agency (LWDA) and continuing to the present, in an amount according to proof, as to those penalties that are otherwise only available to public agency enforcement actions. Funds recovered will be distributed in accordance with PAGA, with at least 75% of the penalties recovered being reimbursed to the State of California and the LWDA.

V. PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays for judgment as follows:

- A. That the Court determine that this action may be maintained as a class action;
- B. For compensatory damages, in an amount according to proof at trial, with interest thereon;
- C. For economic and/or special damages in an amount according to proof with interest thereon;
- D. For unpaid straight time and overtime wages, in an amount according to proof at trial, with interest thereon;
- E. For compensation for all time worked;
- F. For compensation for not being provided paid rest breaks;
- G. For compensation for not being provided paid meal periods;
- H. For damages and/or monies owed for failure to comply with itemized employee wage statement provisions;

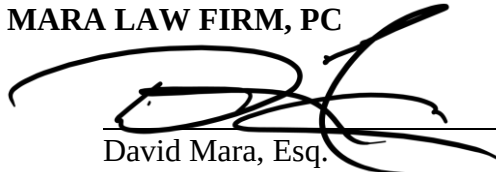
- 1 I. For all waiting time penalties owed;
- 2 J. Recovery of civil penalties as prescribed by the Labor Code Private Attorneys General
- 3 Act of 2004;
- 4 K. That Defendant be found to have engaged in unfair competition in violation of sections
- 5 17200 et seq. of the California Business and Professions Code;
- 6 L. That Defendant be ordered and enjoined to make restitution to the Class due to their
- 7 unfair competition, including disgorgement of their wrongfully withheld wages
- 8 pursuant to California Business and Professions Code sections 17203 and 17204;
- 9 M. That an order of specific performance of all penalties owed be issued under Business
- 10 and Professions Code sections 17202;
- 11 N. That Defendant be enjoined from continuing the illegal course of conduct, alleged
- 12 herein;
- 13 O. That Defendant further be enjoined to cease and desist from unfair competition in
- 14 violation of section 17200 et seq. of the California Business and Professions Code;
- 15 P. That Defendant be enjoined from further acts of restraint of trade or unfair competition;
- 16 Q. For attorneys' fees;
- 17 R. For Liquidated Damages;
- 18 S. For interest accrued to date;
- 19 T. For costs of suit and expenses incurred herein; and
- 20 U. For any such other and further relief as the Court deems just and proper.

21 **DEMAND FOR JURY TRIAL**

22 Plaintiff demands a jury trial.

23 Dated: April 4, 2025

24 **MARA LAW FIRM, PC**

25 

26 David Mara, Esq.

27 Jill Vecchi, Esq.

28 Attorneys for Plaintiff SHAMEKA PENN on behalf
of herself, all others similarly situated, and on behalf
of the general public