

1 Manny Starr (319778)
2 manny@frontierlawcenter.com
3 Rebecca Harteker (349793)
4 rebecca@frontierlawcenter.com
5 eservice@frontierlawcenter.com
6 **FRONTIER LAW CENTER**
7 6200 Canoga Ave., Suite 470
8 Woodland Hills, CA 91367
9 Telephone: (818) 914-3433
10 Facsimile: (818) 914-3433

ELECTRONICALLY FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO
SAN BERNARDINO DISTRICT
8/7/2025 3:13 PM
By: Crista Martinez, DEPUTY

11 Attorneys for SIDNEY MARSELIS WARE,
12 individually and on behalf of all others similarly situated

13 **IN THE OF CALIFORNIA**
14 **COUNTY OF SAN BERNARDINO**

15 SIDNEY MARSELIS WARE, individually and
16 on behalf of all others similarly situated,

Case No. CIVSB2522843

CLASS ACTION COMPLAINT

17 Plaintiff(s),

18 v.

19 CENTERLINE DRIVERS, LLC; and DOES 1
20 through 100,

21 Defendant(s).

1. Failure to Provide Compliant Meal Periods
2. Failure to Provide Compliant Rest Periods
3. Failure to Pay for All Hours Worked
4. Failure to Pay All Overtime Owed
5. Failure to Reimburse Business Expenses
6. Wage Statement Penalties
7. Waiting Time Penalties
8. Violation of Unfair Competition Law
9. Private Attorneys General Act

22 **RELEVANT PARTIES**

23 1. Plaintiff Sidney Marselis Ware (“Plaintiff”) is an adult resident of San Bernardino County,
24 California, and was at all times relevant therein.

25 ///

26 ///

27 ///

1 2. Defendant Centerline Drivers, LLC (“Defendant”) is a California Limited Liability Company
2 with its principal place of business located in San Bernardino County, California. Defendant is
3 registered to and does conduct business in the State of California and is subject to the laws of the
4 State of California. All acts and omissions of Defendant employees as alleged herein occurred while
5 they were acting within the course and scope of their employment.

6 3. Plaintiff is unaware of the true names or capacities of the Defendants sued herein as DOES 1
7 through 100, inclusive (“Doe Defendants”), and therefore sues said Doe Defendants by such fictitious
8 names. Plaintiff will seek leave of this Court to amend this Complaint to insert the true names and
9 capacities of such Doe Defendants when such information has been obtained. Plaintiff is informed
10 and believes, and based on such information and belief alleges, that each of the fictitiously named
11 Doe Defendants has participated in some way in the wrongful acts and omissions alleged below, and
12 is liable to Plaintiff for damages and other relief to which Plaintiff is entitled. Defendant and Doe
13 Defendants are collectively referred to as “Defendants”.

14 **JURISDICTION AND VENUE**

15 4. This action is properly filed in San Bernardino County because the acts and omissions that
16 give rise to Plaintiff’s claims took place in San Bernardino County, and Defendants transact
17 substantial business in this County.

18 5. This Court has jurisdiction over Defendants because Defendants’ unlawful conduct as alleged
19 herein occurred in San Bernardino County, California and Plaintiff suffered damages from such
20 conduct within San Bernardino, California.

21 **FACTUAL ALLEGATIONS**

22 6. At all times relevant, Plaintiff was Defendants’ employee.

23 7. Plaintiff was employed by Defendants from approximately June 3, 2024 to December 27,
24 2024.

25 8. Plaintiff served as an inventory clerk, working shifts up to and exceeding eight hours, earning
26 \$18.00-20.00 per hour.

27 ///

28 ///

1 9. Defendants failed to provide Plaintiff with compliant meal breaks because Defendant
2 regularly failed to provide Plaintiff with uninterrupted meal periods as required by California law.
3 Despite not being provided with compliant meal breaks, Defendant did not pay premium pay for these
4 missed breaks at Plaintiff's regular rate of pay.

5 10. Defendants failed to provide Plaintiff with compliant rest breaks Defendants regularly failed
6 to provide Plaintiff with uninterrupted rest periods as required by California law. Despite not being
7 provided with compliant rest breaks, Defendants did not pay premium pay for these missed breaks at
8 Plaintiff's regular rate of pay.

9 11. Defendants failed to pay Plaintiff for all hours worked, including but not limited to, all hours
10 Plaintiff was subject to the control of Defendants while off-the-clock and therefore did not receive
11 minimum wage for each hour worked.

12 12. Defendants failed to pay Plaintiff all overtime owed Plaintiff periodically worked hours that
13 entitled him to overtime compensation under the law but was not fully compensated for those hours.

14 13. Plaintiff was required to purchase various tools and materials, including apparel, in order to
15 perform his work duties, but Defendants did not reimburse Plaintiff for these expenses.

16 14. Plaintiff was further required and/or expected to use his personal cell phone in order to
17 perform necessary work-related tasks. Defendants failed to reimburse Plaintiff for the costs associated
18 with this use of his personal cell phone.

19 15. Defendants failed to provide Plaintiff with accurate wage statements because the wage
20 statements issued to Plaintiff did not accurately list total wages owed and hours worked, among other
21 things.

22 16. Due to Defendants' failure to pay all wages due to Plaintiff during their employment, it
23 follows that Defendant failed to pay all wages due at the conclusion of Plaintiff's employment as
24 well. Therefore, Defendants are liable to Plaintiff for waiting time penalties.

25 ///

26 ///

27 ///

28 ///

CLASS ACTION ALLEGATIONS

17. The class is defined as the following: “All non-exempt employees who worked for Defendants in California as from four years prior to filing the case to the date of certification or judgment, whichever is earlier.”

18. There is a well-defined community of interest in the litigation and the proposed class is ascertainable from Defendants’ employment records.

- a. Numerosity: The members of the class as defined are so numerous that joinder of all class members is impracticable.
- b. Commonality: This action involves common questions of law and fact to the class because the action focuses on Defendants’ course of conduct with respect to violating the Labor Code and IWC Wage Orders.
- c. Typicality: Plaintiff’s claims are typical of the claims of the class. Plaintiffs were subjected to the same violations and seeks the same types of damages, restitution, and other relief on the same as those of the members of the class.
- d. Adequacy of Representation: Plaintiff will fairly and adequately represent and protect the interests of the class. Plaintiff understand the obligations as a class representative and is willing and able to fulfill them. Plaintiff’s counsel is competent and experienced in litigating employment class actions and complex litigation matters like this.
- e. Superiority of Class Action: A class action is superior to other available means for the efficient adjudication of this controversy. Class action treatment will allow similarly situated persons to pursue the claims in a manner that is most efficient and economical.
- f. Public Policy Considerations: Employees are often afraid to assert their rights out of fear of retaliation; thus, class actions provide the class members with anonymity that allows for vindication of rights while protecting privacy.

///

///

///

///

19. There are common questions of law and fact including but not limited to:
- a. Whether Defendants did not pay all minimum and overtime wages at the correct rates in violation of Labor code sections 510, 558 and 1194;
 - b. Whether Defendants violated Labor Code sections 510 and 1194 for not paying
 - c. at least the minimum wage for work off the clock;
 - d. Whether Defendants violated Labor Code section 512 and Wage Order 14 by not providing lawful meal and rest breaks;
 - e. Whether Defendants violated Labor Code section 226 by providing inaccurate wage statements;
 - f. Whether Defendants violated Labor Code section 226.7 by not paying premium pay for missed meal and rest breaks;
 - g. Whether Defendants violated Labor Code section 2802 for not reimbursing for work-related expenses;
 - h. Whether Defendants engaged in unfair competition; and
 - i. The amount of damages, wages, and penalties owed to Plaintiff and the class.

PAGA ALLEGATIONS

20. Pursuant to Labor Code section 2699(a), any provision of the Labor Code which provides for a civil penalty to be assessed and collected by the Labor and Workforce Development Agency (“LWDA”) for violations of the Labor 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 outlined in Labor Code section 2699.3.

21. Pursuant to Labor Code section 2699.3, an aggrieved employee may pursue a civil action under PAGA after the following requirements have been met:

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

///

1 23. The LWDA has provided notice (hereinafter “LWDA’s Notice”) to the employer and the
2 aggrieved employee by certified mail that it does not intend to investigate the aggrieved employee’s
3 claims. Upon receipt of the LWDA’s Notice, or if the LWDA does not provide such Notice within 65
4 calendar days of the postmark date of the Employee’s Notice, the aggrieved employee may commence
5 a civil action pursuant to Labor Code section 2699 to recover civil penalties in addition to any other
6 penalties to which the employee may be entitled.

7 24. On April 8, 2025, Plaintiff provided written notice by online filing to the LWDA and by
8 certified mail to Defendants of specific provisions of the Labor Code alleged to have been violated
9 by Defendants, including the facts and theories to support the alleged violations.

10 25. The 65-day notice period has elapsed, and the LWDA did not provide Plaintiff with written
11 notice that it intends to investigate the alleged violations of the Labor Code. Thus, Plaintiff seeks
12 PAGA Penalties on behalf of all Aggrieved Employees.

13 26. The Aggrieved Employees are defined as “All other nonexempt, hourly employees, current
14 and former, who were employed by Defendants within one year prior to April 8, 2025, through final
15 disposition of this action.”

16 **FIRST CAUSE OF ACTION**

17 **Failure to Provide Compliant Meal Periods**

18 **By Plaintiff Against All Defendants**

19 27. Plaintiff incorporates by reference the paragraphs above.

20 28. Labor Code section 512 and the Wage Orders provide that “an employer shall not employ an
21 employee for a work period of more than five hours per day without providing the employee with a
22 meal period of not less than 30 minutes” or “for a work period of more than 10 hours per day without
23 providing the employee with a second meal period of not less than 30 minutes”.

24 29. An employer provides compliant meal breaks to its employees “if it relieves its employees of
25 all duty, relinquishes control over their activities and permits them a reasonable opportunity to take
26 an uninterrupted 30-minute break.” (*Brinker Restaurant Corp. v. Superior Court*, 53 Cal.4th 1004,
27 1040 (2012)).

28 ///

30. Not only must an employer affirmatively relieve its employees of all duty during their meal breaks, it also must not “impede or discourage” its employees from taking compliant meal breaks. (*Brinker*, supra).

31. Defendants failed to provide Plaintiff with compliant meal breaks as alleged herein.

32. For each day that Defendants failed to provide Plaintiff with a compliant meal break, Defendants were required to remit premium pay pursuant to Labor Code section 226.7(c), which is one additional hour of pay at Plaintiff’s regular rate of pay. (*Ferra v. Loews Hollywood Hotel, LLC*, 11 Cal. 5th 858 (2021)).

33. Defendants failed to pay premium pay at Plaintiff’s regular rate of pay for each day a meal break was missed.

34. Plaintiff is therefore entitled to recover premium pay for missed meal breaks, interest, penalties, attorney fees, and costs.

SECOND CAUSE OF ACTION

Failure to Provide Compliant Rest Periods

By Plaintiff Against All Defendants

35. Plaintiff incorporates by reference the paragraphs above.

36. Labor Code section 226.7 and the Wage Orders requires employers to authorize and permit its employees to take rest periods based on the total hours worked daily at the rate of 10 minutes net per four hours or major fraction thereof.

37. Furthermore, “[d]uring rest periods employers must relieve employees of all duties and relinquish control over how employees spend their time.” (*Augustus v. ABM Sec. Servs., Inc.*, 2 Cal. 5th 257, 269 (2016)).

38. Defendants failed to provide Plaintiff with compliant rest breaks as alleged herein.

39. For each day that Defendants failed to provide Plaintiff with a compliant rest break, Defendants were required to remit premium pay pursuant to Labor Code section 226.7(c), which is one additional hour of pay at Plaintiff’s regular rate of pay. (*Ferra v. Loews Hollywood Hotel, LLC*, 11 Cal. 5th 858 (2021)).

///

1 40. Defendants failed to pay premium pay at Plaintiff's regular rate of pay for each day a rest
2 break was missed.

3 41. Plaintiff is therefore entitled to recover premium pay for missed rest breaks, interest, penalties,
4 attorney fees, and costs.

5 **THIRD CAUSE OF ACTION**

6 **Failure to Pay for All Hours Worked**

7 **By Plaintiff Against All Defendants**

8 42. Plaintiff incorporates by reference the paragraphs above.

9 43. Labor Code sections 558 and 1194 and the Wage Orders require an employer to pay
10 employees minimum wages for all hours worked fewer than eight hours in a day and/or fewer than
11 40 hours in a workweek.

12 44. Defendants failed to pay Plaintiff for all hours worked as alleged herein.

13 45. Plaintiff is therefore entitled to recover all unpaid wages, liquidated damages, interest,
14 penalties, attorney fees, and costs.

15 **FOURTH CAUSE OF ACTION**

16 **Failure to Pay All Overtime Owed**

17 **By Plaintiff Against All Defendants**

18 46. Plaintiff incorporates by reference the paragraphs above.

19 47. Labor Code section 510 provides that "[a]ny work in excess of eight hours in one workday
20 and any work in excess of 40 hours in any one workweek and the first eight hours worked on the
21 seventh day of work in any one workweek shall be compensated at the rate of no less than one and
22 one-half times the regular rate of pay for an employee."

23 48. Defendants failed to pay Plaintiff all overtime wages owed as alleged herein.

24 49. Plaintiff is therefore entitled to recover all unpaid overtime wages, liquidated damages,
25 interest, penalties, attorney fees, and costs.

26 ///

27 ///

28 ///

1 **FIFTH CAUSE OF ACTION**

2 **Failure To Reimburse Work-Related Expenses**

3 **By Plaintiff Against All Defendants**

4 50. Plaintiff incorporates by reference the paragraphs above.

5 51. Pursuant to Labor Code section 2802, an employer shall indemnify his or her employee for
6 all necessary expenditures or losses incurred by the employee in direct consequence of the
7 employee's discharge of his or her duties.

8 52. Defendants failed to reimburse Plaintiff for all work-related expenses as alleged herein.

9 53. Plaintiff is therefore entitled to reimbursement for all work-related expenses, penalties,
10 attorney fees, and costs.

11 **SIXTH CAUSE OF ACTION**

12 **Wage Statement Penalties**

13 **By Plaintiff Against All Defendants**

14 54. Plaintiff incorporates by reference the paragraphs above.

15 55. Labor Code section 226(a) requires employers to provide itemized wage statements to its
16 employees that identify accurate information regarding their compensation. Defendants, as a matter
17 of policy and practice, failed in its affirmative obligation to provide accurate itemized wage
18 statements to Plaintiff in violation of Labor Code section 226(a).

19 56. As alleged herein, the wage statements that Defendants issued to Plaintiff were inaccurate
20 and incomplete.

21 57. Defendants knowingly and intentionally issued wage statements that were inaccurate and
22 incomplete, and the issuance of inaccurate and incomplete wage statements caused injury to
23 Plaintiff in that Plaintiff was unable to accurately verify and/or calculate their wages.

24 58. Plaintiff is therefore entitled to the recovery of wage statement penalties, attorney fees, and
25 costs.

26 ///

27 ///

28 ///

1 **SEVENTH CAUSE OF ACTION**

2 **Waiting Time Penalties**

3 **By Plaintiff Against All Defendants**

4 59. Plaintiff incorporates by reference the paragraphs above.

5 60. Labor Code sections 201 and 202 require that an employer provide an employee with all
6 wages due and payable either: (a) immediately upon termination, or (b) within 3 days of the
7 employee's resignation.

8 61. Labor Code section 203 provides that if an employer willfully fails to pay wages owed in
9 accordance with Labor Code sections 201 or 202, then the wages of the employee continue as a
10 penalty from the due date at the same rate until paid or until an action is commenced, not to exceed
11 thirty days.

12 62. As alleged herein, Defendants willfully did not pay Plaintiff all wages owed at the
13 conclusion of employment.

14 63. Plaintiff is therefore entitled to the recovery of waiting time penalties, interest, attorney fees,
15 and costs.

16 **EIGHTH CAUSE OF ACTION**

17 **Violation of Unfair Competition Law**

18 **By Plaintiff Against All Defendants**

19 64. Plaintiff incorporates by reference the paragraphs above.

20 65. Defendants' conduct described herein constitutes unfair competition.

21 66. Specifically, Defendants have gained an unfair advantage over other similarly situated
22 businesses by unlawfully reducing their overhead costs by not paying their employees what they are
23 owed.

24 67. Pursuant to Business and Professions Code 17203, Plaintiff is entitled to restitution of all
25 wrongfully withheld wages.

26 68. Plaintiff may recover attorney fees pursuant to Code of Civil Procedure section 1021.5.

27 ///

28 ///

1 **NINTH CAUSE OF ACTION**

2 **Private Attorneys General Act**

3 **By Plaintiff and the Aggrieved Employees Against All Defendants**

4 69. Plaintiff incorporates by reference the paragraphs above.

5 70. PAGA permits Plaintiff and the Aggrieved Employees to recover civil penalties for the
6 violation(s) of the Labor Code.

7 71. As alleged herein, Defendants' conduct violates numerous sections of the Labor Code.

8 72. With respect to violations of Labor Code sections 226.7 and 558 for Defendants' failure to
9 provide Plaintiff and the Aggrieved Employees with compliant meal periods or compensation in
10 lieu thereof, the penalties in Labor Code sections 558 and 2699 apply.

11 73. With respect to violations of Labor Code section 226.7 for Defendants' failure to provide
12 Plaintiff and the Aggrieved Employees with compliant rest periods or compensation in lieu thereof,
13 the penalties in Labor Code section 2699 apply.

14 74. With respect to violations of Labor Code section 1197 for Defendants' failure to compensate
15 Plaintiff and the Aggrieved Employees for all minimum wages earned, the penalties in Labor Code
16 sections 1197.1 and 2699 apply.

17 75. With respect to violations of Labor Code section 510 for Defendants' failure to compensate
18 Plaintiff and the Aggrieved Employees for all overtime wages earned, the penalties in Labor Code
19 sections 558, 1197.1, and 2699 apply.

20 76. With respect to violations of Labor Code section 226(a) for failure to provide accurate wage
21 statements to Plaintiff and the Aggrieved Employees, the penalties in Labor Code sections 226.3
22 and 2699 apply.

23 77. With respect to violations of Labor Code section 203 for failure to pay all wages due to
24 Plaintiff and the Aggrieved Employees and the conclusion of their employment, the penalties in
25 Labor Code section 2699 apply.

26 78. With respect to violations of Labor Code section 2802 for failure to reimburse Plaintiff and
27 the Aggrieved Employees for all work-related expenses, the penalties in Labor Code section 2699
28 apply.

1 79. Pursuant to Labor Code section 2699(k)(1), Plaintiff further seeks public injunctive relief in
2 the form of an Order enjoining Defendants from continuing to violate the California Labor Code in
3 the manner alleged herein.

4 80. Additionally, Plaintiff and the Aggrieved Employees are entitled to attorney's fees pursuant
5 to Labor Code section 2699(g).

6 **PRAYER FOR RELIEF**

7 WHEREFORE, Plaintiff prays for judgment against Defendants as follows:

8 First Cause of Action

- 9 1. Damages and/or penalties pursuant to Labor Code section 226.7
10 2. Interest
11 3. Attorneys' fees
12 4. Costs
13 5. Other relief the court deems proper

14 Second Cause of Action

- 15 1. Damages and/or penalties pursuant to Labor Code section 226.7
16 2. Interest
17 3. Attorneys' fees
18 4. Costs
19 5. Other relief the court deems proper

20 Third Cause of Action

- 21 1. Damages and/or penalties pursuant to Labor Code sections 558, 1194, 1197, and 1197.1
22 2. Liquidated damages
23 3. Interest
24 4. Attorneys' fees
25 5. Costs
26 6. Other relief the court deems proper

27 ///

28 ///

1 Fourth Cause of Action

- 2 1. Damages and/or penalties pursuant to Labor Code sections 510, 558, and 1194
3 2. Interest
4 3. Attorneys' fees
5 4. Costs
6 5. Other relief the court deems proper

7 Fifth Cause of Action

- 8 1. Reimbursement of all work-related expenses
9 2. Attorneys' fees
10 3. Costs
11 4. Other relief the court deems proper

12 Sixth Cause of Action

- 13 1. Penalties pursuant to Labor Code section 226
14 2. Attorneys' fees
15 3. Costs
16 4. Other relief the court deems proper

17 Seventh Cause of Action

- 18 1. Penalties pursuant to Labor Code section 203
19 2. Attorneys' fees
20 3. Costs
21 4. Other relief the court deems proper

22 Eighth Cause of Action

- 23 1. Restitution of all wrongfully withheld wages
24 2. Attorneys' fees
25 3. Costs
26 4. Other relief the court deems proper

27 ///

28 ///

1 Ninth Cause of Action

- 2 1. All applicable civil penalties available pursuant to Labor Code section 2698, et seq.
- 3 2. Public injunctive relief in the form of an Order enjoining Defendants from continuing to
- 4 violate the California Labor Code in the manner alleged herein
- 5 3. Attorneys' fees
- 6 4. Costs
- 7 5. Other relief the court deems proper

8

9 DATED: July 24, 2025

FRONTIER LAW CENTER

10 *Rebecca Harteker*

11 REBECCA HARTEKER

12 SIDNEY MARSELIS WARE,
13 individually and on behalf of all
14 others similarly situated

15

16

17

18

19

20

21

22

23

24

25

26

27

28