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Attorney for Plaintiff DINA PRYOR, as an individual and on behalf of all similarly situated employees

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF RIVERSIDE

DINA PRYOR,

Plaintiff,

v.

WAREHOUSE SPECIALIST, LLC; and DOES
1 through 50, inclusive,

Defendant.

Case No.:

CLASS ACTION
COMPLAINT FOR DAMAGES

1. Violation of Cal. Labor Code §§ 204, 510, 1182.12, 1194, and 1194.2 (Recovery of Unpaid Minimum Wage and Overtime);
2. Violation of Cal. Labor Code §§ 226.7 and 512 (Meal Period Violations);
3. Violation of Cal. Labor Code § 226.7 (Rest Period Violations);
4. Violation of Cal. Labor Code § 226 (Failure to Issue Accurate Itemized Wage Statements);
5. Violation of Cal. Labor Code §§ 201–203 (Failure to Pay Wages Due at Separation of Employment); and
6. Violation of Cal. Bus. & Prof. Code §§ 17200 et seq. (Unfair Business Practices).

DEMAND FOR JURY TRIAL

1 Plaintiff, DINA PRYOR (“Plaintiff”), individually, and on behalf of all others similarly
2 situated, complains and alleges on information and belief as follows:

3 **INTRODUCTION**

4 1. This is a class action brought on behalf of Plaintiff and the class she seeks to
5 represent (“Plaintiff Class” or “Class Members”). Plaintiff Class consists of all non-exempt,
6 hourly-paid employees, currently and/or formerly employed by Defendant WAREHOUSE
7 SPECIALIST, LLC, LLC (“Defendant”) in the State of California during the Class Period. The
8 term “Class Period” is defined as four (4) years prior to the filing of the initial complaint in this
9 action through judgment. Plaintiff reserves the right to amend this complaint to reflect a different
10 “Class Period” as further discovery is conducted.
11

12 2. Plaintiff, individually, and on behalf of Plaintiff Class, seeks relief against
13 Defendant, for Defendant’ practices of violating the applicable Industrial Welfare Commission
14 Wage Order, Code of Regulations, and California Labor Codes, including: (1) Violation of Labor
15 Code §§ 204, 510, 1182.12, 1194, and 1194.2 for Recovery of Unpaid Minimum Wage, Overtime,
16 and Double Time, (2) Violation of Labor Code §§ 226.7, and 512, and California Wage Order
17 No. 5–2001 for Meal Period Violations, (3) Violation of Labor Code § 226.7, and California
18 Wage Order No. 5–2001 for Rest Period Violations, (4) Violation of Labor Code § 226 for Failure
19 to Issue Accurate Itemized Wage Statements, (5) Violation of Labor Code §§ 201, 202, and 203
20 for Failure to Pay Wages Due at Separation of Employment, and (6) Violation of Cal. Bus. &
21 Prof. Code §§ 17200 et seq. for Unfair Business Practices as set forth more fully herein. These
22 violations concern current and past employees of Defendant. These violations concern current
23 and past employees of Defendant.
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1 3. At all relevant times herein, Defendant has consistently maintained and enforced
2 against Plaintiff Class the unlawful practices and policies set forth herein.

3 **JURISDICTION AND VENUE**

4 4. Venue is proper in this judicial district and the County of Riverside, pursuant to
5 the California Code of Civil Procedure, sections 395 and 395.5, because the acts that give rise to
6 the causes of action alleged herein occurred in this county.

7
8 5. This Court has personal jurisdiction over Defendant because Defendant reside in,
9 are incorporated in, have their main place of business in, and/or conduct business in the State of
10 California, and a substantial portion of the acts, omissions, events, and transactions constituting
11 the causes of action alleged herein occurred within the State of California, and more specifically,
12 in the County of Riverside. (Code Civ. Proc. § 410.10.)

13
14 6. The California Superior Court has jurisdiction over this matter because the
15 individual claims are under the seventy-five thousand dollar (\$75,000.00) individual
16 jurisdictional threshold and the five million dollar (\$5,000,000.00) aggregate jurisdictional
17 threshold for federal court; and upon information and belief, Plaintiff and Defendant are residents
18 of and/or domiciled in the State of California. Further, there is no federal question at issue, as the
19 issues herein are based solely on California statutes and law, including the California Labor Code,
20 Industrial Welfare Commission Wage Orders, California Code of Civil Procedure, California
21 Rules of Court, and the Business & Professions Code. Thus, the above-entitled court maintains
22 appropriate jurisdiction over this matter.
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25 **ADMINISTRATIVE PREREQUISITE:**

26 7. Pursuant to Labor Code section 2699.3, subdivision (a), a plaintiff may bring a
27 cause of action under the Private Attorneys General Act (“PAGA”) only after giving notice to the
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1 Labor and Workforce Development Agency (“LWDA”) and the employer of the alleged Labor
2 Code violations, and after receiving notice from the LWDA of its intention not to investigate, or
3 after sixty-five (65) days have passed without notice from the LWDA.

4 8. Prior to filing this complaint, Plaintiff Dina Pryor gave written notice on May 23,
5 2025, by electronic filing to the LWDA and by certified mail to Defendant, of the specific
6 provisions alleged to have been violated by Defendant, including the facts and theories to support
7 the alleged violations as required by Labor Code section 2699.3, LWDA Case Number: LWDA-
8 CM-1100899-25. A true and correct copy of Plaintiff Pryor’s notice is attached hereto as **Exhibit**
9 **A.**

10 **THE PARTIES**

11 **Plaintiff**

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14 9. Plaintiff was employed by Defendant from approximately October 2022 until she
15 was constructively terminated on or about March 12, 2025, when Defendant placed her on
16 unpaid leave. Plaintiff worked at Defendant’s Temecula, California location. At all relevant
17 times herein, Plaintiff was employed by Defendant in a non-exempt, hourly position as a Packer,
18 and was entitled to compensation for all hours worked, including overtime compensation, and
19 penalties from Defendant. Plaintiff was employed by Defendant within the four (4) years prior to
20 the commencement of this action.

21
22 10. Each of the Plaintiff Class consists of identifiable, current, and/or former similarly
23 situated persons who were employed by Defendant in California during the Class Period.

24
25 11. Plaintiff is informed and believes, and thereupon alleges, that Defendant is a
26 California Limited Liability Company operating packing and shipping warehouses throughout
27 California, including Riverside County California, and was the employer of the Plaintiff. On
28

1 information and belief, and based thereon, Plaintiff alleges that Defendant is conducting business
2 in good standing in California, and at all times herein mentioned has regularly conducted business
3 in the State of California.

4 12. Plaintiff is ignorant of the true names, capacities, relationships and extent of
5 participation in the conduct herein alleged of Defendants sued herein as DOES 1 through 50,
6 inclusive, but on information and belief, alleges that said Defendants are legally responsible for
7 the violations alleged herein. Plaintiff will amend this complaint to allege the true names and
8 capacities of the DOE Defendant when that information is ascertained.
9

10 13. Plaintiff is informed and believes, and based thereon alleges, that each Defendant
11 acted in all respects pertinent to this action as the agent of the other Defendants, carried out a joint
12 scheme, business plan, or policy in all respects pertinent hereto, and the acts of each Defendant
13 are legally attributable to the other Defendants. Furthermore, Defendants operates as a joint
14 venture and/or single business enterprise, integrated enterprise, and/or are agents of one another,
15 are alter egos, joint employers, and conspire with one another to increase profits by engaging in
16 the conduct described in this complaint.
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19 14. Plaintiff is informed and believes, and based thereon alleges, that each Defendant
20 acted in all respects as the agent, servant, partner, joint venture, alter-ego, employee, proxy,
21 managing agent, and/or principal of the co-Defendant, and in performing the actions mentioned
22 below was acting, at least in part, within the course and scope of that authority as such agent,
23 proxy, servant, partner, joint venture, employee, alter-ego, managing agent, and/or principal with
24 the permission and consent of the co-Defendant. Plaintiff also alleges the acts of each Defendant
25 are legally attributable to the other Defendants.
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GENERAL ALLEGATIONS

15. California Labor Code section 1194 provides that notwithstanding any agreement to work for a lesser wage, an employee receiving less than the legal overtime compensation is entitled to recover in a civil action the unpaid balance of their overtime compensation, including interest thereon, reasonable attorneys' fees, and costs of suit.

16. Further, Business and Professions Code section 17203 provides that any person who engages in unfair competition may be enjoined in any court of competent jurisdiction. Business and Professions Code section 17204 provides that any person who has suffered actual injury and has lost money or property as a result of the unfair competition may bring an action in a court of competent jurisdiction.

17. Plaintiff and Plaintiff Class are, and at all times relevant herein, have been non-exempt employees within the meaning of the California Labor Code, and California Wage Order No. 5–2001 of the Industrial Welfare Commission. Defendant are, and at all times relevant herein, have been an “employer” within the meaning of state law and California Wage Order No. 5–2001 of the Industrial Welfare Commission.

18. During the Class Period, Defendant were required to pay Plaintiff and Class Members overtime compensation for any and all hours in excess of eight (8) hours in a workday or forty (40) hours in a workweek, and double time wages for any and all hours worked in excess of twelve (12) hours in a workday.

19. During the Class Period, Defendant were required to permit Plaintiff and Class Members to take one (1) uninterrupted thirty (30) minute meal period prior to the sixth (6th) hour of work. A second meal period of not less than thirty (30) minutes is required if an employee works more than ten (10) hours in a workday. Defendant were also required to permit Plaintiff

1 and Class Members to take one (1) ten (10) minute rest period for every four (4) hours or major
2 fraction thereof worked.

3 20. Due to the work requirements and demands of the Defendant, Plaintiff and Class
4 Members were unable to take timely meal periods and the rest periods to which they were entitled.
5 Defendant failed to implement meal and rest break policies and prioritized work responsibilities
6 over providing requisite meal and rest breaks to Plaintiff and Class Members.
7

8 21. Defendant failed to schedule Plaintiff and Class Members in such a manner so as
9 to ensure proper provision of meal and rest periods. Plaintiff and Class Members' meal and rest
10 periods were often interrupted or cut short by work duties and at times Plaintiff and Class
11 Members were required to forego meal and rest periods altogether.
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13 22. When Plaintiff and Class Members were prevented from taking compliant meal
14 and rest periods, Defendant failed to compensate with a premium pay for every missed meal
15 period and failed to compensate with a premium pay on all workdays on which one or more rest
16 periods were missed.
17

18 23. During the Class Period, Defendant were required to provide Plaintiff and Class
19 Members with complete and accurate wage statements.

20 24. As discussed above, Plaintiff and Class Members were not paid for all hours
21 worked nor were they compensated premium pay for all meal and rest period violations.
22

23 25. Accordingly, Plaintiff and Class Members were provided inaccurate wage
24 statements as they omitted the aforementioned hours of work and rates of pay. Therefore,
25 Defendant furnished Plaintiff and Class Members wage statements with an inaccurate number of
26 hours worked, inaccurate gross and net wages, and inaccurate corresponding number of hours
27 worked at each hourly rate.
28

1 26. At the time of Plaintiff and Class Members' separation from employment,
2 Defendant were required to compensate Plaintiff and Class Members for all wages earned and
3 owed.

4 27. Defendant failed to compensate Plaintiff and Class Members for all wages owed
5 at the time their employment ended as Plaintiff and Class Members were not compensated for all
6 hours worked, nor at the proper overtime and/or double time rates for applicable hours and they
7 were owed as much at the time their employment ended. Plaintiff and Class Members were also
8 owed compensation in the form of premium pay for the times they did not receive compliant meal
9 and rest periods.
10

11 28. Plaintiff and Class Members are owed regular wages, overtime wages, double time
12 wages, premium payments, and waiting time penalties.
13

14 **CLASS ALLEGATIONS**

15 29. Plaintiff brings this action on behalf of herself and all other similarly situated
16 persons, as a class action pursuant to California Code of Civil Procedure section 382. Plaintiff's
17 proposed class consists of and is defined as follows: all individuals who worked for Defendant in
18 a California location, as a non-exempt hourly employee, at a time during the period from four
19 years prior to the filing of the initial complaint through the date of judgment ("Class Period") in
20 this matter:
21

22 30. Plaintiff brings this action on behalf of herself and all other similarly situated
23 persons, as a class action pursuant to California Civil Code of Procedure section 382 on behalf of
24 themselves and all other similarly situated persons in the Class, which is composed of and defined
25 as follows: All persons who are employed or have been employed by Defendant, being jointly
26 and severally liable under integrated enterprise and joint employer theories, in the State of
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1 California who, within the four years of the filing of this Complaint, have worked as non-exempt
2 employees and were not paid all lawful wages as regular time, overtime, and double-regular time.

3 a. All persons who were employed by Defendant in the State of California who, for
4 the four (4) years prior to the filing of this class action to the present have worked as non-
5 exempt employees and have been terminated or resigned, who were entitled to be paid all
6 wages upon end of employment, and have not been paid wages pursuant to Labor Code
7 section 203 and are owed restitution for waiting time penalties for unpaid wages;

9 b. All persons who are employed or have been employed by Defendant, being jointly
10 and severally liable under integrated enterprise and joint employer theories, in the State
11 of California who, for the four years prior to the filing of this class action to the present
12 have worked as non-exempt employees and have not been paid the legally mandated wage
13 rates for all hours worked. Instead, Defendant paid Plaintiff Class under a "Rounding
14 Policy" that is not fair and neutral and resulted, over a period of time, in failure to
15 compensate the employees properly for all the time they have actually worked;

17 c. All persons who were employed by Defendant in the State of California who, for
18 the four (4) years prior to the filing of this class action to the present have worked as non-
19 exempt employees who were entitled to be paid all wages, and were not paid all wages
20 owed, including, but not limited to, overtime;

22 d. All persons who were employed by Defendant in the State of California who, for
23 the four (4) years prior to the filing of this class action to the present have worked as non-
24 exempt employees who were entitled to be provided accurate wage statements, and were
25 not provided an accurate payroll record as required under Labor Code section 226 and
26 Labor Code section 1174; and
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1 e. All current and former California hourly non-exempt employees who work or
2 worked for Defendant during the liability period to be determined and who suffered injury,
3 including lost money, as a result of Defendant's unfair competition;

4 f. All persons who are employed or have been employed by Defendant in the State
5 of California who, for the four years prior to the filing of this class action to the present
6 have worked as non-exempt employees who were entitled to receive uninterrupted meal
7 periods and were not provided a meal period for every five (5) hours or major fraction
8 thereof worked per day, and were not provided one hour's pay for each day on which such
9 meal period was not provided; and
10

11 g. All persons who are employed or have been employed by Defendant in the State
12 of California who, for the four years prior to the filing of this class action to the present
13 have worked as non-exempt employees who were entitled to uninterrupted rest periods,
14 and have not been provided a rest period for every four (4) hours or major fraction thereof
15 worked per day, and were not provided compensation of one hour's pay for each day on
16 which such rest period was not provided;
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18

19 31. Plaintiff reserves the right under California Rules of Court, rule 3.765, to amend
20 or modify the class description(s) with greater specificity or further division into subclasses or
21 limitation to particular issues.

22 32. This action has been brought and may be maintained as a class action pursuant to
23 Code of Civil Procedure section 382 because there is a well-defined community of interest in the
24 litigation and because the proposed class is easily ascertained by Defendant's personnel and
25 payroll records.
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1 **Numerosity**

2 33. The potential members of the class as defined are so numerous that joinder of all
3 class members is impracticable. While the precise number of the Plaintiff Class is unknown,
4 Plaintiff is informed and believes that Defendant has employed more than fifty (50) employees
5 during the Class Period.
6

7 **Commonality**

8 34. There are common questions of law and fact arising out of Defendant's conduct, as
9 described herein, including, but not limited to:

- 10 a. Whether Defendant failed to pay all wages, including minimum, overtime, and
11 double time wages earned and due to Plaintiff and Class Members;
12
13 b. Whether Defendant failed, and continues to fail, to provide compliant meal periods
14 to Plaintiff and Class Members;
15
16 c. Whether Defendant failed, and continues to fail, to authorize and permit Plaintiff
17 and Class Members to take rest periods;
18
19 d. Whether Defendant failed, and continues to fail, to provide Plaintiff and Class
20 Members wage statements containing all information required by Labor Code
21 section 226(a);
22
23 e. Whether Defendant failed to pay Plaintiff and Class Members all wages earned
24 during the course of their employment upon separation; and
25 f. Whether Defendant engaged in unfair or unlawful business practices.

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1 **Typicality**

2 35. The claims of the Plaintiff are typical of the claims of the Class, all of whom have
3 incurred and/or will incur damages, as a result of Defendant’ common course of conduct and
4 common policies and practices. The claims of Plaintiff are typical because Defendant subjected
5 all of its non-exempt employees to the identical violations of the California Industrial Welfare
6 Commission Wage Orders, California Code of Regulations, California Labor Code, and
7 California Business & Professions Code.
8

9 **Adequacy of Representation**

10 36. The Plaintiff will fairly and adequately represent and protect the interests of the
11 Plaintiff Class. Plaintiff’s interests are not in conflict with those of the Plaintiff Class. Plaintiff’s
12 attorneys are competent, well-versed, and experienced in litigating employment class actions and
13 other complex litigation matters.
14

15 **Superiority**

16 37. Under the facts and circumstances set forth above, a class action is superior to any
17 other method available for both the fair and efficient adjudication of the rights of each Class
18 Member. Joinder of individual and relatively small claims of Class Members is not practical, and
19 if each employee were required to file an individual lawsuit, the corporate Defendant would
20 necessarily gain an unconscionable advantage since they would be able to exploit and overwhelm
21 the limited resources of each individual Plaintiff. Requiring each Class Member to pursue an
22 individual remedy would also discourage the assertion of lawful claims by employees fearful of
23 retaliation and permanent damage to their careers at present and/or subsequent employment.
24 Further, the substantial risk of inconsistent or varying verdicts or adjudications with respect to the
25 individual Class Members against Defendant herein further support class certification.
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FIRST CAUSE OF ACTION

FAILURE TO PAY ALL WAGES

(Labor Code §§ 204, 510, 1182.12, 1194, 1194.2)

(Plaintiff Against Defendant)

38. Plaintiff realleges and incorporates by reference all preceding paragraphs as though fully set forth herein.

39. Pursuant to Labor Code section 1182.12, notwithstanding any other provision of the Labor Code, hourly minimum wage rates are set for all industries according to statute. Labor Code section 1194 requires that employers pay employees no less than minimum wage for each hour worked.

40. Labor Code section 510, subdivision (a), mandates that any work in excess of eight (8) hours in a workday and any work in excess of forty (40) hours in a workweek be compensated at a rate of no less than one and one-half times the regular rate of pay. Also, that any work in excess of twelve (12) hours in a workday be compensated at a rate twice the regular rate of pay.

41. Plaintiff and Plaintiff Class members regularly worked over eight (8) hours per day and forty (40) hours per week. Defendant failed to pay Plaintiff, and Plaintiff Class members minimum wage for all hours worked and overtime premium for hours worked in excess of over eight (8) hours per day and forty (40) hours per week for work performed for the Defendant. Defendant failed to pay Plaintiff and Plaintiff Class the legally mandated wage rates for all hours worked. Instead, Defendant paid Plaintiff and Plaintiff Class under a "Rounding Policy" that is not fair and neutral and resulted, over a period of time, in failure to compensate the employees properly for all the time they have actually worked, thereby causing Plaintiff and Plaintiff Class members to work in excess of eight (8) hours per day and/or forty (40) hours per week. As such

1 Plaintiff and Plaintiff Class seek overtime in an amount according to proof. Pursuant to Labor
2 Code section 1194, the Class members seek the payment of all overtime compensation which they
3 earned and accrued four (4) years prior to filing this complaint, according to proof. Pursuant to
4 Labor Code sections 1194, subdivision (a), and 1194.2, an employee receiving less than the legal
5 minimum wage or overtime wage is entitled to recover in a civil action the amount of unpaid
6 wages, attorney fees, costs of suit, and liquidated damages in an amount equal to the unlawfully
7 unpaid wages and interest thereon.
8

9 42. Defendant willfully violated the Labor Code by failing to pay Plaintiff and Plaintiff
10 Class all wages including both minimum wage and overtime. Plaintiff and Plaintiff Class were
11 denied proper overtime wages as a result of Defendant's "Rounding Policy" that is not fair and
12 neutral and resulted, over a period of time, in failure to compensate the employees properly for
13 all the time they have actually worked. Defendant has regularly violated the Labor Code with
14 respect to meeting the requirements of paying wages earned, including, overtime, double-time
15 and remuneration when calculating the employees' regular rate of pay, as herein before alleged.
16 Defendant has intentionally excluded remuneration that must be included in all employees' regular
17 rate of pay in order to avoid payment of overtime wages and other benefits in violation of the
18 Labor Code and the order issued by the IWC.
19
20

21 43. Pursuant to Labor Code sections 510, 1182.12, and 1194, the Plaintiff Class seeks
22 the payment of all minimum, overtime, and double time wages which they earned and accrued
23 four (4) years prior to filing this complaint, according to proof.
24

25 44. Additionally, Plaintiff and Plaintiff Class are entitled to liquidated damages
26 pursuant to Labor Code section 1194.2, attorney fees and costs pursuant to California Labor Code
27 sections 218.5 and 1194, and prejudgment interest.
28

SECOND CAUSE OF ACTION

FAILURE TO PROVIDE MEAL PERIODS OR PREMIUM COMPENSATION IN LIEU

THEREOF

(Labor Code §§ 226.7 and 512)

(Plaintiff Against Defendant)

45. Plaintiff realleges and incorporates by reference all preceding paragraphs as if fully set forth herein.

46. Labor Code sections 226.7 and 512, and Industrial Welfare Commission (IWC) Wage Order No. 5–2001, section 11, provide that no employer shall employ any person for a work period of more than five (5) hours without providing an uninterrupted meal period of at least thirty (30) minutes. Further, when an employer fails to provide an employee a required meal period, the employer must pay the employee one (1) hour of pay at the employee’s regular rate of pay for each workday that a required meal period is not provided. Section (a) of IWC Wage Order 5–2001 requires the employer to relieve employees of all duties for meal periods. If an employer fails to relieve employees of all work duties for meal periods, the meal period is considered “on duty” and in order to be legally compliant an employer must establish the criteria for an on-duty meal period.

47. Plaintiff alleges that Defendant failed or refused to provide legally compliant meal periods. Defendant failed to schedule Plaintiff and Class Members in such a manner as to ensure provision of proper meal periods and instructed them to take their first meal period after their sixth (6th) hour of work had already commenced.

48. Defendant failed to provide premium compensation of one (1) hour of regular pay to Plaintiff and Class Members for their missed, short, or late meal periods as required by law. As

1 such, Defendant intentionally and improperly denied compliant meal periods to Plaintiff and
2 Class Members in violation of Labor Code sections 226.7 and 512 and IWC Wage Order No. 5–
3 2001.

4 49. At all times relevant hereto, Plaintiff and Class Members worked more than five
5 (5) hours in a workday. Pursuant to Labor Code section 226.7, Plaintiff and Plaintiff Class are
6 entitled to damages in the amount equal to one (1) hour of wages at their regular rate of pay for
7 each missed or untimely meal period, in an amount according to proof at trial.

9 50. Pursuant to Labor Code section 226.7, Plaintiff individually, and on behalf of the
10 Plaintiff Class, requests recovery of meal period compensation which they are owed beginning
11 four (4) years prior to filing this complaint, as well as the assessment of any statutory penalties
12 against the Defendant in a sum as provided by law. Pursuant to Labor Code section 218.5, Code
13 of Civil Procedure section 1021.5, and any other provision of law, Plaintiff requests the court
14 award reasonable attorney fees and costs incurred by them in this action.
15

16 **THIRD CAUSE OF ACTION**

17 **FAILURE TO PROVIDE REST PERIODS OR PREMIUM COMPENSATION IN LIEU**

18 **THEREOF**

19 **(Labor Code § 226.7)**

20 **(Plaintiff Against Defendant)**

21 51. Plaintiff realleges and incorporates by reference all preceding paragraphs as if
22 fully set forth herein.
23

24 52. Labor Code section 226.7 and IWC Wage Order No. 5–2001, section 12, require
25 that employers allow all employees a ten (10) minute rest period for every four (4) hours worked,
26 or major fraction thereof. Further, when an employer fails to provide an employee with required
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1 rest periods, the employer must pay the employee one (1) hour of pay at the employee's regular
2 rate of pay for each workday that at a required rest period is not provided.

3 53. Plaintiff alleges that Defendant failed or refused to provide legally compliant rest
4 periods. Defendant failed to schedule Plaintiff and Class Members in such a manner as to ensure
5 provision of proper rest periods and make available rest periods and failed to relieve employees
6 from all work duties thereby preventing employees from taking the requisite rest periods. Thus,
7 Defendant denied Plaintiff and Class Members their lawfully required rest periods resulting in
8 Plaintiff and Class Members being forced to work during rest periods and forego them altogether.

10 54. Further, Defendant failed to provide premium compensation of one (1) hour of
11 regular pay to Plaintiff and Class Members for each day a rest period was missed as required by
12 law. As such, Defendant intentionally and improperly denied rest periods to Plaintiff and Class
13 Members in violation of Labor Code section 226.7 and IWC Wage Order No. 5-2001.

15 55. Throughout the class period, Plaintiff and Plaintiff Class worked more than three
16 and one-half (3 ½) hours per shift with no rest breaks. Pursuant to Labor Code section 226.7,
17 Plaintiff and Plaintiff Class are entitled to damages in the amount equal to one (1) hour of wages
18 at their regular rate of pay for each workday in which a rest period was missed, in an amount
19 according to proof at trial.

21 56. Pursuant to Labor Code section 226.7, Plaintiff individually, and on behalf of the
22 Plaintiff Class, requests recovery of rest period compensation which they are owed beginning
23 four (4) years prior to filing this complaint, as well as the assessment of any statutory penalties
24 against the Defendant in a sum as provided by law. Pursuant to Labor Code section 218.5, Code
25 of Civil Procedure section 1021.5, and any other provision of law, Plaintiff requests the court
26 award reasonable attorney fees and costs incurred by them in this action.
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FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS

(Labor Code § 226)

(Plaintiff Against Defendant)

57. Plaintiff realleges and incorporates by reference all preceding paragraphs as if fully set forth herein.

58. Labor Code section 226, subdivision (a), requires that “at the time of each payment of wages,” employers furnish employees with “an accurate itemized statement” that includes, inter alia, gross wages earned, total hours worked, net wages earned, and all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate.

59. Defendant knowingly and intentionally failed to provide Plaintiff and Class Members wage statements in compliance with Labor Code section 226, because said statements contained inaccurate gross wages earned, an inaccurate number of total hours worked, inaccurate net wages earned, and an inaccurate number of hours worked at each hourly rate.

60. IWC Wage Order No.1-2001, paragraph 7(a) requires that every employer shall keep accurate information with respect to each employee, including time records showing when each employee begins and ends each work periods, the total daily hours worked by each employee and the total hours worked in each payroll period, and applicable rates of pay. Plaintiff is informed and believes that Defendant willfully and intentionally failed to make and/or keep records which accurately reflect the hours worked by Plaintiff and Plaintiff Class. Specifically, Plaintiff believes that Defendant's records do not accurately reflect where Plaintiff and Plaintiff Class worked due to Defendant's "Rounding Policy" that is not fair and neutral and resulted, over a period of time,

1 in failure to compensate the employees properly for all the time they have actually worked.
2 Consequently, Plaintiff and Class Members' wage statements reflected an inaccurate number of
3 total hours worked, an inaccurate number of hours worked at each hourly rate, and inaccurate
4 gross and net wages earned.

5 61. Pursuant to Labor Code section 226, subsection (c)(2)(a)(b), "[a]n employee is
6 deemed to suffer injury ... if the employer fails to provide a wage statement [and] an employee
7 is deemed to suffer injury if the employer failed to provide accurate and complete information as
8 required." Labor Code section 226, subdivision (c)(1), provides that employees suffering injury
9 as a result of the employers failure to comply with section 226, subsection (a), are "entitled to
10 recover the greater of all actual damages or fifty dollars (\$50) for the initial pay period in which
11 a violation occurs and one hundred dollars (\$100) per employee for each violation in a subsequent
12 pay period, not to exceed an aggregate penalty of four thousand dollars (\$4,000), and is entitled
13 to an award of costs and reasonable attorney's fees."

14 62. Because Defendant furnished inaccurate and incomplete wage statements, Plaintiff
15 and Class Members are entitled to penalties, attorney fees, and costs pursuant to Labor Code
16 sections 2699, subdivisions (f)(2) and (g)(1), and section 226, subdivision (c)(1), and prejudgment
17 interest.
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21 **FIFTH CAUSE OF ACTION**

22 **FAILURE TO PAY WAGES DUE AT SEPARATION OF EMPLOYMENT**

23 **(Labor Code § 201–203)**

24 **(Plaintiff Against Defendant)**

25 63. Plaintiff realleges and incorporates by reference all preceding paragraphs as if
26 fully set forth herein.
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1 64. At the time that Plaintiff and any of the Class Members' employment ended, they
2 were entitled to timely compensation of regular, overtime, and double time wages for all hours
3 worked, premium compensation for all missed meal and rest periods.

4 65. At the cessation of Plaintiff and certain Class Members' employment, Defendant
5 failed or refused to compensate Plaintiff and certain Class Members for all hours worked and any
6 missed meal or rest periods.

7
8 66. Plaintiff and certain members of the Plaintiff Class who ended their employment
9 with Defendant during the Class Period, were entitled to be promptly paid both minimum wage
10 and lawful overtime compensation and other premiums, as required by Labor Code section 201-
11 203. Defendant refused and/or failed to promptly compensate Plaintiff and Plaintiff Class wages
12 owed as a result of their failure to pay Plaintiff and Plaintiff Class both minimum wage and
13 overtime compensations. Pursuant to Labor Code section 203, such Plaintiff and Plaintiff Class
14 seek the payment of penalties pursuant to Labor Code section 203, according to proof.

15
16 67. Pursuant to Labor Code section 203 subdivision (a), "If an employer willfully fails
17 to pay...any wages of an employee who is discharged or who quits, the wages of the employee
18 shall continue as a penalty from the due date thereof at the same rate until paid or until an action
19 therefor is commenced; but the wages shall not continue for more than 30 days."

20
21 68. Plaintiff and members of the Plaintiff Class whose employment was terminated
22 within four (4) years prior to the filing of this complaint are entitled to thirty (30) days of pay at
23 their regular hourly rate as waiting time penalties.

24
25 69. Plaintiff individually, and on behalf of the Plaintiff Class, requests compensation
26 for all wages owed, as well as the assessment of any civil penalties in a sum provided by law
27 pursuant to Labor Code sections 201, subdivision (a), and 203, subdivisions (a) and (b).
28

(Plaintiff Against Defendant)

73. Beginning at an exact date unknown to Plaintiff, but at least since the date four (4) years prior to the filing of this complaint, Defendant have committed acts of unfair competition as defined by the Unfair Business Practices Act, by engaging in the unlawful, unfair, and fraudulent business practices and acts described in this complaint, including, but not limited to, violations of Labor Code sections 201, 202, 203, 204, 226, 226.7, 510, 512, 1182.12, 1194, 1194.2, and the provisions of IWC Wage Order 5–2001.

1 74. The violations of these laws and regulations, as well as of fundamental California
2 public policies protecting workers, serve as unlawful predicate acts and practices for purposes of
3 Business and Professions Code sections 17200 et seq.

4 75. As a result of these unlawful, unfair, and fraudulent business practices, Plaintiff,
5 on information and belief, alleges that Defendant are able to unfairly compete with, and gained
6 an unfair advantage over, other comparable companies in the State of California in violation of
7 Business and Professions Codes 17200 et seq.

8 76. Plaintiff is informed and believes, and thereon alleges, that Defendant performed
9 the unlawful, unfair, and fraudulent business practices with the intent of gaining an unfair
10 competitive advantage and thereby injuring Plaintiff, Class Members, competing shipping centers
11 in the State of California, and the general public.

12 77. Plaintiff's success in this action will enforce important rights affecting the public
13 interest and public policy. In this regard, Plaintiff sues on behalf of the public as well as on behalf
14 of herself.

15 78. Business and Professions Code sections 17203 provides that "[t]he court may
16 make such orders or judgments ... as may be necessary to prevent the use or employment by any
17 person of any practice which constitutes unfair competition." Injunctive relief is necessary and
18 appropriate to prevent Defendant from repeating their unlawful, unfair, and fraudulent business
19 acts and practices alleged above.

20 79. Business and Professions Code section 17203 provides that the Court may "restore
21 to any person in interest any money or property... which may have been acquired by means of
22 such unfair competition." Plaintiff and Plaintiff Class are entitled to restitution pursuant to
23 Business and Professions Code section 17203 for wages and payments unlawfully withheld from
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1 employees, including the fair value of the meal and rest periods and other losses alleged herein,
2 during the four-year period prior to the filing of this complaint. All remedies are cumulative
3 pursuant to Business and Professions Code section 17205.

4 80. Business and Professions Code section 17202 provides: “Notwithstanding section
5 3369 of the Civil Code, specific or preventative relief may be granted to enforce a penalty,
6 forfeiture, or penal law in a case of unfair competition.” Plaintiff and Plaintiff Class are entitled
7 to enforce all applicable penalty provisions of the Labor Code pursuant to Business and
8 Professions Code section 17202.
9

10 81. Plaintiff requests injunctive relief pursuant to Business and Professions Code
11 section 17203 to enjoin Defendant from continuing the unfair and unlawful business practices
12 alleged herein.
13

14 82. Plaintiff herein takes upon enforcement of these laws and lawful claims. There is
15 a financial burden involved in pursuing this action. The action is seeking to vindicate a public
16 right, and it would be against the interests of justice to penalize Plaintiff by forcing Plaintiff to
17 pay attorney fees from the recovery in this action. Attorney fees are appropriate pursuant to Code
18 of Civil Procedure section 1021.5 and others.
19

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PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays for judgment as follows:

1. That the Court determine that this action may be maintained as a class action under Code of Civil Procedure section 382;
2. The Court appoint Plaintiff as Class Representative;
3. The Court appoint Mahoney Law Group, APC as class counsel;
4. For compensatory and statutory damages;
5. For restitution of all monies due to Plaintiff and Plaintiff Class from the unlawful and unfair business practices of Defendant;
6. For injunctive relief;
7. For statutory and civil penalties according to proof;
8. For waiting time penalties pursuant to Labor Code section 203, on behalf of the terminated or resigned employees;
9. For declaratory relief, enjoining Defendant's practices as being unlawful and unfair business practices within the meaning of Bus. & Prof. Code section 17200, et seq., and declaring Defendant has unlawfully treated Plaintiff and Plaintiff Class, failed to pay all wages and overtime compensation in violation of California law, failed to pay wages to former employees Plaintiff and other certain members of Plaintiff Class, failed to provide Plaintiff and Plaintiff Class accurate itemized wage statements upon payment of wages, and declaring the amounts of damages, penalties, equitable relief, costs, and attorney's fees Plaintiff and Plaintiff Class are entitled to;
10. For reasonable attorney fees and costs pursuant to Labor Code section 226, subdivision (e), section 218.5, 2802(c), and section 1194; Code of Civil Procedure

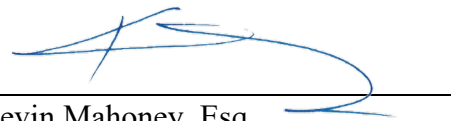
section 1021.5, and other applicable laws and statutes;

11. For civil penalties for each violation as provided by law including, but not limited to,
those civil penalties provided by PAGA; and

12. That the Court award such other and further relief as this Court may deem appropriate.

Dated: May 28, 2025

MAHONEY LAW GROUP, APC



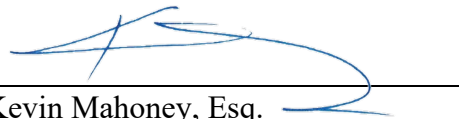
Kevin Mahoney, Esq.
Attorneys for Plaintiff DINA PRYOR

DEMAND FOR JURY TRIAL

Plaintiff, on behalf of herself and all Class Members, hereby demands a jury trial on all
causes of action and claims with respect to which they have a right to a jury trial.

Dated: May 28, 2025

MAHONEY LAW GROUP, APC



Kevin Mahoney, Esq.
Attorneys for Plaintiff DINA PRYOR

EXHIBIT A



Kevin Mahoney, Esq.
562.590.5550 phone
562.590.8400 facsimile
kmahoney@mahoney-law.net

May 23, 2025

VIA ONLINE SUBMISSION

LABOR AND WORKFORCE DEVELOPMENT AGENCY
dir.govfa.net/308

VIA CERTIFIED MAIL # 9589 0710 5270 2375 1943 98

Return Receipt Requested

WAREHOUSE SPECIALISTS, LLC
1160 N. Mayflower Dr.
Appleton, WI 54913

VIA CERTIFIED MAIL # 9589 0710 5270 2375 1949 92

Return Receipt Requested

WAREHOUSE SPECIALISTS, LLC
ATTN: Mathew Gerard Schroeder
2743 Thompson Creek Rd.
Pomona, CA 91767

Re: Dina Pryor v. Warehouse Specialist LLC

**NOTICE OF LABOR CODE VIOLATIONS PURSUANT TO
LABOR CODE SECTION SECTIONS 2698 *et seq.***

To: California Labor and Workforce Development Agency and Warehouse Specialist, LLC

From: Dina Pryor, on behalf of herself and aggrieved employees who were subject to Warehouse Specialist, LLC's unlawful wage and hour policies as set forth below.

Factual Statement

Please note that this firm, Mahoney Law Group, APC, represents the interests of Dina Pryor ("Ms. Pryor") as a representative for all other aggrieved employees, who intends to file a complaint alleging various Labor Code violations and seeking civil penalties under the Private Attorneys General Act of 2004, Labor Code section 2698, *et seq.* ("PAGA").

Theories of Labor Code Violations and Remedies

Warehouse Specialist, LLC (“Employer”) is a packing and shipping company with location(s) in California, including Temecula, California. Ms. Pryor worked for Employer as a non-exempt employee within the past year. Ms. Pryor alleges that Employer violated various sections of the Labor Code, including sections 201, 202, 203, 204, 226, 226.7, 510, 512, 1174, 1182.12, and 1194, by failing to provide Ms. Pryor and all other aggrieved employees (1) all wages for all wages worked, including minimum wage and overtime pay, (2) their legally mandated meal and rest periods; (3) their legally mandated premium pay in lieu of compliant meal and rest periods; (4) accurate and complete wage statements required by law; and (5) legally required waiting penalties to former employees upon the termination or other end of employment. Ms. Pryor and similarly aggrieved employees consist of identifiable, current, and/or former similarly situated persons who worked for Employer as non-exempt employees during the PAGA Period defined as one year prior to the submission of this letter to the Labor Workforce and Development Agency (“LWDA”) and certified mailing to Employer until resolution of these claims.

Employer failed to pay Ms. Pryor and other aggrieved employees for all hours worked at the legally mandated wage rates for all hours worked. Employer failed to pay Ms. Pryor and other aggrieved employees all legally mandated wages, including minimum and overtime wages, for all work performed utilizing rounding policies, in violation of California law. Ms. Pryor and other aggrieved employees were not adequately compensated the proper amount of wages during their employment and were not furnished with accurate itemized wage statements. Employer’s conduct is in violation of Labor Code Sections 294, 510, and 1194, and is actionable under PAGA.

Secondly, Employer failed to provide Ms. Pryor and other aggrieved employees with timely uninterrupted meal and rest periods. Due to Employer’s policy and practices which prioritized work tasks over meal and rest period compliance, Ms. Pryor and similarly aggrieved employees did not receive timely meal and rest periods, due to a lack of adequate relief coverage. Employer failed to pay Ms. Pryor and other aggrieved employees a meal and or rest break premium when these Labor Code violations occurred. Employer’s conduct, which is in violation of Labor Code sections 226.7, 512, as well as 8 CCR section 11050, subdivisions 11 and 12, is also actionable under PAGA.

As a result of Employer’s failure to pay all wages owed as described herein, Employer further failed to keep accurate payroll records and failed to provide Ms. Pryor and other aggrieved employees with complete and accurate wage statements showing the true number of hours worked and accurate wages earned per pay period. This conduct is in violation of Labor Code sections 226 and 1174 and is actionable under PAGA.

Ms. Pryor as well as other aggrieved employees were regularly not compensated for all minimum wages as well as overtime for all hours worked, which is in violation of Labor Code §§ 510, 1194, 1182.12, 1197 and is actionable under Labor Code §2699.5. Employer failed to pay Ms. Pryor and aggrieved employees the legally mandated wage rates for all hours worked. Instead, Defendants paid Ms. Pryor and aggrieved employees under a “Rounding Policy” that is not fair and neutral and resulted, over a period of time, in failure to compensate the employees properly

for all the time they have actually worked.

Lastly, Employees who ended their employment with Employer during the Class Period, were entitled to be promptly paid both minimum wage and lawful overtime compensation and other premiums, as required by Labor Code §§ 201-203. Employer failed to promptly compensate employees' wages owed as a result of their failure to pay employees both minimum wage and overtime compensations.

As a further result of Employer's failure to pay all wages owed as described herein, Employer also violated Labor Code sections 201, 202, and 203, due to its practice and procedure of failing to pay all wages earned to former employees.

Ms. Pryor will bring her lawsuit on behalf of herself and all other aggrieved employees who were employed by Employer. Please advise if the LWDA has any objection to my client including PAGA claims in her complaint. We look forward to your response, and please feel free to contact our office if you have any questions, comments or concerns.

Sincerely,



Kevin Mahoney, Esq.
MAHONEY LAW GROUP, APC