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12 individually and on behalf of all others similarly situated

13 **IN THE OF CALIFORNIA**

14 **COUNTY OF RIVERSIDE**

15 EMILY ASHLEY GUILLEN, individually and  
16 on behalf of all others similarly situated,

17 Plaintiff(s),

18 v.

19 WINCO FOODS; and DOES 1 through 100,

20 Defendant(s).

Case No. **CVRI 2504735**

**CLASS ACTION COMPLAINT**

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. **Wage Statement Penalties**
6. **Waiting Time Penalties**
7. **Violation of Unfair Competition Law**
8. **Private Attorney General Act**

21 **RELEVANT PARTIES**

22 1. Plaintiff Emily Ashley Guillen ("Plaintiff") is an adult resident of Riverside County,  
23 California and was at all times relevant residing in Riverside County, California.

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1 2. Defendant WinCo Foods (“Defendant”) is a Delaware Nonprofit Corporation with its  
2 principal place of business located in Boise, Idaho. Defendant is registered to and does conduct  
3 business in the State of California and is subject to the laws of the State of California. All acts and  
4 omissions of Defendant employees as alleged herein occurred while they were acting within the  
5 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 Riverside County because the acts and omissions that give rise  
16 to Plaintiff’s claims took place in Riverside County, and Defendants transact substantial business in  
17 this County.

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

21 **FACTUAL ALLEGATIONS**

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

23 7. Plaintiff was employed by Defendants from May 28, 2024, until March 24, 2025.

24 8. Defendants failed to provide Plaintiff with compliant meal breaks because Defendants  
25 regularly failed to provide Plaintiff with uninterrupted meal periods as required by California law.  
26 Despite not being provided with compliant meal breaks, Defendants did not pay premium pay for  
27 these missed breaks at Plaintiff’s regular rate of pay.

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

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

8 11. Defendants failed to pay Plaintiff all overtime owed Defendants failed to pay Plaintiff all  
9 overtime owed Plaintiff periodically worked hours that entitled her to overtime compensation under  
10 the law but was not fully compensated for those hours.

11 12. Defendants failed to correctly calculate Plaintiff's regular rate of pay, and as a result,  
12 underpaid Plaintiff's overtime / premium pay / sick pay. Specifically, Defendants did not include all  
13 non-discretionary pay that Plaintiff earned when calculating Plaintiff's regular rate of pay.

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

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

20 **CLASS ACTION ALLEGATIONS**

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

24 16. There is a well-defined community of interest in the litigation and the proposed class is  
25 ascertainable from Defendants' employment records.

- 26 a. Numerosity: The members of the class as defined are so numerous that joinder of all  
27 class members is impracticable.

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- 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. Plaintiff was 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.

17. 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 at least the minimum wage for work off the clock;
- c. Whether Defendants violated Labor Code section 512 and Wage Order 5 by not providing lawful meal and rest breaks;
- d. Whether Defendants violated Labor Code section 226 by providing inaccurate wage statements;
- e. Whether Defendants violated Labor Code section 226.7 by not paying premium pay for missed meal and rest breaks;
- f. Whether Defendants engaged in unfair competition; and

1 g. The amount of damages, wages, and penalties owed to Plaintiff and the class.

2 **PAGA ALLEGATIONS**

3 18. Pursuant to Labor Code section 2699(a), any provision of the Labor Code which provides for  
4 a civil penalty to be assessed and collected by the Labor and Workforce Development Agency  
5 (“LWDA”) for violations of the Labor Code may, as an alternative, be recovered through a civil action  
6 brought by an aggrieved employee on behalf of himself or herself and other current or former  
7 employees pursuant to the procedures outlined in Labor Code section 2699.3.

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

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

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

20 22. On July 25, 2025, Plaintiff provided written notice by online filing to the LWDA and by  
21 certified mail to Defendants of specific provisions of the Labor Code alleged to have been violated  
22 by Defendants, including the facts and theories to support the alleged violations.

23 23. Upon expiration of the 65-day notice period, if the LWDA does not provide Plaintiff with  
24 written notice that it intends to investigate the alleged violations of the Labor Code, Plaintiff will seek  
25 PAGA Penalties on behalf of all Aggrieved Employees.

26 24. The Aggrieved Employees are defined as “All other nonexempt, hourly employees, current  
27 and former, who were employed by Defendants within one year prior to July 25, 2025, through final  
28 disposition of this action.”

1 **FIRST CAUSE OF ACTION**

2 **Failure to Provide Compliant Meal Periods**

3 **By Plaintiff Against All Defendants**

4 25. Plaintiff incorporates by reference the paragraphs above.

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

9 27. An employer provides compliant meal breaks to its employees “if it relieves its employees of  
10 all duty, relinquishes control over their activities and permits them a reasonable opportunity to take  
11 an uninterrupted 30-minute break.” (*Brinker Restaurant Corp. v. Superior Court*, 53 Cal.4th 1004,  
12 1040 (2012)).

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

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

17 30. For each day that Defendants failed to provide Plaintiff with a compliant meal break,  
18 Defendants were required to remit premium pay pursuant to Labor Code section 226.7(c), which is  
19 one additional hour of pay at Plaintiff’s regular rate of pay. (*Ferra v. Loews Hollywood Hotel, LLC*,  
20 11 Cal. 5th 858 (2021)).

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

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

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1 **SECOND CAUSE OF ACTION**

2 **Failure to Provide Compliant Rest Periods**

3 **By Plaintiff Against All Defendants**

4 33. Plaintiff incorporates by reference the paragraphs above.

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

8 35. Furthermore, “[d]uring rest periods employers must relieve employees of all duties and  
9 relinquish control over how employees spend their time.” (*Augustus v. ABM Sec. Servs., Inc.*, 2 Cal.  
10 5th 257, 269 (2016)).

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

12 37. For each day that Defendants failed to provide Plaintiff with a compliant rest break,  
13 Defendants were required to remit premium pay pursuant to Labor Code section 226.7(c), which is  
14 one additional hour of pay at Plaintiff’s regular rate of pay. (*Ferra v. Loews Hollywood Hotel, LLC*,  
15 11 Cal. 5th 858 (2021)).

16 38. Defendants failed to pay premium pay at Plaintiff’s regular rate of pay for each day a rest  
17 break was missed.

18 39. Plaintiff is therefore entitled to recover premium pay for missed rest breaks, interest, penalties,  
19 attorney fees, and costs.

20 **THIRD CAUSE OF ACTION**

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

22 **By Plaintiff Against All Defendants**

23 40. Plaintiff incorporates by reference the paragraphs above.

24 41. Labor Code sections 558 and 1194 and the Wage Orders require an employer to pay  
25 employees minimum wages for all hours worked fewer than eight hours in a day and/or fewer than  
26 40 hours in a workweek.

27 42. Defendants failed to pay Plaintiff for all hours worked as alleged herein.

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1 43. Plaintiff is therefore entitled to recover all unpaid wages, liquidated damages, interest,  
2 penalties, attorney fees, and costs.

3 **FOURTH CAUSE OF ACTION**

4 **Failure to Pay All Overtime Owed**

5 **By Plaintiff Against All Defendants**

6 44. Plaintiff incorporates by reference the paragraphs above.

7 45. Labor Code section 510 provides that “[a]ny work in excess of eight hours in one workday  
8 and any work in excess of 40 hours in any one workweek and the first eight hours worked on the  
9 seventh day of work in any one workweek shall be compensated at the rate of no less than one and  
10 one-half times the regular rate of pay for an employee.”

11 46. Defendants failed to pay Plaintiff all overtime wages owed as alleged herein.

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

14 **FIFTH CAUSE OF ACTION**

15 **Wage Statement Penalties**

16 **By Plaintiff Against All Defendants**

17 48. Plaintiff incorporates by reference the paragraphs above.

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

22 50. As alleged herein, the wage statements that Defendants issued to Plaintiff were inaccurate and  
23 incomplete.

24 51. Defendants knowingly and intentionally issued wage statements that were inaccurate and  
25 incomplete, and the issuance of inaccurate and incomplete wage statements caused injury to Plaintiff  
26 in that Plaintiff was unable to accurately verify and/or calculate their wages.

27 52. Plaintiff is therefore entitled to the recovery of wage statement penalties, attorney fees, and  
28 costs.

1 **SIXTH CAUSE OF ACTION**

2 **Waiting Time Penalties**

3 **By Plaintiff Against All Defendants**

4 53. Plaintiff incorporates by reference the paragraphs above.

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

8 55. 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 56. As alleged herein, Defendants willfully did not pay Plaintiff all wages owed at the conclusion  
13 of employment.

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

16 **SEVENTH CAUSE OF ACTION**

17 **Violation of Unfair Competition Law**

18 **By Plaintiff Against All Defendants**

19 58. Plaintiff incorporates by reference the paragraphs above.

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

21 60. 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 61. Pursuant to Business and Professions Code 17203, Plaintiff is entitled to restitution of all  
25 wrongfully withheld wages.

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

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1 **EIGHTH CAUSE OF ACTION**

2 **Private Attorneys General Act**

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

4 63. Plaintiff incorporates by reference the paragraphs above.

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

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

8 66. 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 lieu  
10 thereof, the penalties in Labor Code sections 558 and 2699 apply.

11 67. 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 68. 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 69. 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 70. 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 and  
22 2699 apply.

23 71. 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 Labor  
25 Code section 2699 apply.

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

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

**PRAYER FOR RELIEF**

WHEREFORE, Plaintiff prays for judgment against Defendants as follows:

First Cause of Action

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

Second Cause of Action

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

Third Cause of Action

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

Fourth Cause of Action

1. Damages and/or penalties pursuant to Labor Code sections 510, 558, and 1194
2. Interest
3. Attorneys' fees
4. Costs

1 5. Other relief the court deems proper

2 Fifth Cause of Action

3 1. Penalties pursuant to Labor Code section 226

4 2. Attorneys' fees

5 3. Costs

6 4. Other relief the court deems proper

7 Sixth Cause of Action

8 1. Penalties pursuant to Labor Code section 203

9 2. Attorneys' fees

10 3. Costs

11 4. Other relief the court deems proper

12 Seventh Cause of Action

13 1. Restitution of all wrongfully withheld wages

14 2. Attorneys' fees

15 3. Costs

16 4. Other relief the court deems proper

17 Eighth Cause of Action

18 1. All applicable civil penalties available pursuant to Labor Code section 2698, et seq.

19 2. Public injunctive relief in the form of an Order enjoining Defendants from continuing to  
20 violate the California Labor Code in the manner alleged herein

21 3. Attorneys' fees

22 4. Costs

23 5. Other relief the court deems proper

24  
25 DATED: August 7, 2025

**FRONTIER LAW CENTER**

*Rebecca Harteker*

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EMILY ASHLEY GUILLEN,  
individually and on behalf of all  
others similarly situated