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individually and on behalf of all others similarly situated.

SUPERIOR COURT FOR THE STATE OF CALIFORNIA

COUNTY OF SAN BERNARDINO

OMAR MEJIA, individually, and on behalf of
all others similarly situated,

Plaintiff,

v.

WEBER DISTRIBUTION, LLC d/b/a
WEBER LOGISTICS, a California limited
liability company; and DOES 1 through 25,
inclusive,

Defendants.

CASE NO.: CIVRS2509684

CLASS ACTION

1. FAILURE TO PAY COMPENSATION FOR ALL HOURS WORKED (LABOR CODE §§ 216 AND 1194);
2. FAILURE TO PAY OVERTIME COMPENSATION (LABOR CODE §510);
3. FAILURE TO FURNISH ACCURATE WAGE AND HOUR STATEMENTS (LABOR CODE § 226);
4. WAITING TIME PENALTIES (LABOR CODE §§ 201-203);
5. FAILURE TO PROVIDE MEAL & REST PERIODS (LABOR CODE § 226.7 and 512);
6. FAILURE TO REIMBURSE NECESSARY BUSINESS EXPENSES (LABOR CODE § 2802; AND
7. UNFAIR COMPETITION (BUSINESS AND PROFESSIONS CODE § 17200, et seq.)

JURY TRIAL DEMANDED

1 Plaintiff OMAR MEJIA (“Plaintiff”), individually, and on behalf of all similarly situated
2 individuals, alleges as follows:

3 **GENERAL ALLEGATIONS**

4 1. This is a proposed class action brought against Defendant WEBER
5 DISTRIBUTION, LLC d/b/a WEBER LOGISTICS, and DOES 1-25 inclusive (“Weber” or
6 “Defendant”), on behalf of Plaintiff and all other individuals who were employed as non-exempt,
7 hourly-based Drivers of Defendant (collectively, “Putative Class Members,” “Class Members,” or
8 “Drivers”), four years preceding this action (“Class Period”), and who were denied the benefits and
9 protections required under the Labor Code and other statutes and regulations applicable to
10 employees in the State of California.

11 2. During the Class Period, Defendants:

- 12 a. failed to pay wages for all hours worked, including for hours worked in
13 excess of eight hours a day or forty hours a week, by Putative Class
14 Members;
- 15 b. failed to pay minimum wages due to Putative Class Members;
- 16 c. failed to pay overtime compensation due to the Putative Class who worked at
17 the correct hourly rate;
- 18 d. failed to provide Putative Class Members with timely and accurate wage and
19 hour statements;
- 20 e. failed to pay Putative Class Members compensation in a timely manner upon
21 their termination or resignation;
- 22 f. failed to maintain complete and accurate payroll records for Putative Class
23 Members;
- 24 h. failed to provide meal periods and rest periods to Putative Class Members in
25 accordance with and in violation of the applicable Industrial Welfare
26 Commission wage orders, and California Labor Code sections 226.7 and 510.
- 27 i. failed to pay the additional hour of pay to Putative Class Members for not
28 providing meal periods and rest periods at the correct “regular rate of pay”

- 1 and in accordance with and in violation of the applicable Industrial Welfare
2 Commission wage orders, and California Labor Code sections 226.7;
3 j. failed to reimburse for necessary business expenses;
4 k. wrongfully withheld wages and compensation due to the Putative Class
5 Members; and
6 l. committed unfair business practices in an effort to increase profits and to
7 gain an unfair business advantage at the expense of the Putative Class
8 Members and the public;

9 3. The foregoing acts and other acts by Defendant - committed throughout California
10 and San Bernardino County - violated numerous provisions of California law, including Labor
11 Code §§ 200, 201, 202, 203, 204, 210, 216, 221, 223, 225.5, 226, 226.3, 226.7, 246, 510, 512, 516,
12 558, 558.1, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 1199, and 2698 et seq. and
13 the applicable Wage Orders issued by the Industrial Welfare Commission (collectively,
14 “Employment Laws and Regulations”), Business & Professions Code §§ 17200 *et seq.*, and violated
15 Plaintiff’s rights and the rights of the Putative Class.

16 **JURISDICTION AND VENUE**

17 4. This Court has jurisdiction over all causes of action herein pursuant to the California
18 Constitution, Article VI, § 10, Code of Civil Procedure § 410.10 and Business and Professions
19 Code § 17203.

20 5. Venue is proper in this Court under Code of Civil Procedure §§ 395 and 395.5
21 because Defendant operates and resides in this County, Plaintiff OMAR MEJIA resides in and/or
22 worked in this county and the injuries that are the subject of this lawsuit arose in this county.
23 Plaintiff is informed and believes and on that basis alleges that Defendant Weber Distribution d/b/a
24 Weber Logistics is a limited liability company registered with the California Secretary of State and
25 maintains offices and transact business within San Bernardino County. As such, venue is proper in
26 any county in California.

27 ///

28 ///

THE PARTIES

6. Plaintiff Omar Mejia was employed by Defendants as a Driver from in or around August 2022 until his separation by Defendants on June 23, 2025. Plaintiff resided in and substantially performed duties in the County of San Bernardino during the last year preceding the filing of this action.

7. Plaintiff is informed, believes and thereon alleges that, at all relevant times, WEBER DISTRIBUTION, LLC d/b/a WEBER LOGISTICS was and is a California limited liability company. Weber owns and operates a company that provides logistics for third party warehousing, transportation and port services to businesses throughout California and the West Coast. Weber maintains multiple service centers or locations in California, including in San Bernardino County. Plaintiff is further informed, believes and thereon alleges that, at all relevant times, Weber regularly conducted and conducts business within the State of California and derives substantial revenues from services performed in California. In addition, Plaintiff is informed, believes and thereon alleges that, at all relevant times, Weber was and is an employer subject to California state wage and hour laws.

8. Plaintiff is currently unaware of the true names and capacities of the Defendants sued in this action by the fictitious names DOES 1 through 25, inclusive, and therefore sues those Defendant by such fictitious names. Plaintiff will amend this Complaint to allege the true names and capacities of such fictitiously named Defendants when they are ascertained. Plaintiff is informed and believes and based thereon states that the persons sued herein as DOES are in some manner responsible for the conduct, injuries and damages herein alleged.

9. Plaintiff is informed and believes and based thereon alleges that each defendant sued in this action, including each defendant sued by the fictitious names DOES 1 through 25, inclusive, is responsible in some manner for the occurrences, controversies and damages alleged below.

10. Plaintiff is informed and believes and based thereon alleges that DOES 1 through 25, inclusive, were the agents, servants and/or employees of Defendants and, in doing the things hereinafter alleged and at all times, were acting within the scope of their authority as such agents, servants and employees, and with the permission and consent of Defendants.

11. Plaintiff is informed and believes and based thereon alleges that Defendants ratified, authorized, and consented to each and all of the acts and conduct of each other as alleged herein. Each of the Defendants were the agent and/or employee of the others, and the conduct of each defendant herein alleged was authorized and/or ratified by the others. The conduct of Weber was carried on by and through its authorized agents, including owners, officers, directors, managers and supervisors.

COMMON FACTS APPLICABLE TO ALL CAUSES OF ACTION

12. Weber Distribution, LLC is a California-based logistic provider for third party warehousing, transportation and port services to various customers across the West Coast, including in California. In California, Weber employs Drivers, like Plaintiff, that make daily visits delivering and picking up customer products on an assigned route. Drivers are non-exempt, hourly-based employees.

13. Plaintiff was employed as Driver from in or around April 2022 until his separation from Defendant's employment in or around June 23, 2025. Plaintiff's main function as a Driver involved the delivery of products to various corporate clients and customers of Weber. This would include, for example, the transport and delivery of containers, home goods, food and produce. Plaintiff primarily worked out of Weber's Rancho Cucamonga Yard. Further, Mr. Mejia generally drove 7-8 hours or on some days he would drive 10-12 hours with only three to four stops.

14. Throughout Plaintiff's employment, Weber issued and maintained uniform, standardized scheduling, timekeeping, payroll, and classification practices and procedures for all Drivers in California regardless of their location or assigned route. Drivers, including Plaintiff, were required to clock in and out of work using GeoTab and also using handwritten timesheets. GeoTab is an application on a company cell phone that records Drivers' miles driven, hours on duty, hours off duty and meal breaks. Weber required Drivers, including Plaintiff, to record meal breaks they did not take. Defendant even took disciplinary action if Drivers did not record a supposed meal break on the handwritten timesheet.

15. During Plaintiff's employment with Defendant, Defendant did not provide Drivers, including Plaintiff, with legally compliant meal periods and rest breaks. In addition, during

1 Plaintiff's employment with Defendants, Weber had no policy or procedures put in place that
2 accounted for scheduled meal and/or rest breaks for Putative Class Members, including Plaintiff.

3 16. With respect to rest breaks, Plaintiff and other similarly situated hourly employees
4 are not provided any training about statutory breaks under California law, are not scheduled to take
5 rest breaks, and in fact, rest breaks are not made available to them. Further, throughout the Class
6 Period, Plaintiff and other similarly-situated Drivers were routinely denied the rest breaks they were
7 entitled to under California law, including: (a) failing to provide paid rest periods of ten (10)
8 minutes during which Plaintiff and other similarly-situated Putative Class Members were relieved
9 of all duty for each four (4) hours of work or major fraction thereof; (b) failing to pay Plaintiff and
10 other Putative Class Members one (1) hour of pay at their regular rate of compensation for each
11 workday that a rest period was not permitted.

12 17. With respect to meal periods, Putative Class Members typically work 7-12 hours per
13 day. Defendants failed to schedule a meal period where Putative Class Members, including
14 Plaintiff, are relieved of all duty for a 30-minute period within the first five hours of their shift. In
15 addition, Putative Class Members never receive a second meal period for shifts in excess of ten
16 hours. Concerning the second meal period, there is no evidence that Putative Class Members have
17 agreed to waive their right to a second meal period with respect to shifts lasting more than 10 hours
18 but less than 12 hours. Putative Class Members are also prevented from taking legally compliant
19 meal and rest breaks due to Defendant's policies, procedures, and practices in scheduling
20 employees shifts, the routes assigned, and the number of pick-up and drop-off locations.

21 18. Defendants had a uniform company policy which required Plaintiff and all other
22 Drivers in California to continuously drive to their customer pick-up and drop-off locations without
23 providing proper off-duty meal breaks. Indeed, most Putative Class Members do not take their meal
24 period after the conclusion of the fifth hour- if one is taken at all. Additionally, for each missed or
25 non-compliant meal period, Defendants failed to maintain a mechanism by which non-exempt
26 employees were paid meal period premiums at the "regular rate of pay" pursuant to *Ferra v. Loews*
27 *Hollywood Hotel, LLC*, 11 5th 858 (2021) and Labor Code § 226.7. Accordingly, due to
28 Defendants' uniform meal period practices, Plaintiff and other non-exempt employees were also

regularly denied legally compliant meal periods in violation of Labor Code 226.7, 510, 516, and applicable IWC Wage Orders

19. Putative Class Members, including Plaintiff, are also not provided with a second rest period for shifts lasting six to ten hours, or a third rest period for shifts in excess of ten hours. Defendants do not provide Putative Class Members with paid rest periods as required by law. Defendant likewise fails to authorize work-free rest periods to Putative Class Members where employees are relieved of all duties, and do not pay the premium compensation for the missed rest periods. Drivers, including Plaintiff, report not taking rest periods because their schedules were overloaded with assignments. In addition, Drivers, like Mr. Mejia, were unable to stop for a thirty-minute meal break because GeoTab would stop syncing and reactivate to a new eight (8) hour workday. This required Drivers to continue driving rather than taking a meal break

20. Defendant has established a policy which does not compensate Drivers, including Plaintiff, for the time they actually worked and as a result Defendant has failed to pay all wages due including overtime wages for all hours worked and failed to pay the required minimum wage for all hours worked.

21. Defendant failed to reimburse Drivers, like Plaintiff, for necessary business expenditures such as fuel for the trucks, use of personal cell phones for work purposes and uniform expenses such as boots.

22. Throughout his tenure with Defendant, Plaintiff drove throughout California, but primarily in the counties of San Bernardino, Inland Empire, Los Angeles, and Orange. Plaintiff estimates that on average, he covered a 150-mile radius from Weber's Rancho Cucamonga service center where he worked and was assigned out of. As such, Plaintiff falls within the scope of two of the short-haul driver exemptions on the Federal Motor Carrier Safety Act's ("FMCSA") regulations for the hours of service of motor carrier operators. The first short-haul driver exemption to the FMCSA hour of services rules is contained within 49 C.F.R. § 395.1(e)(1) and states:

Short-haul operations-(1) 150 air-mile radius driver. A driver is exempt from the requirements of §§ 395.8 and 395.11 if:

- (i) The driver operates within a 150 air-mile radius (172.6 statute miles) of the normal work reporting location;

- 1 (ii) The driver, except a driver-salesperson, returns to the work reporting location and is
2 released from work within 14 consecutive hours;
- 3 (iii) (A) A property-carrying commercial motor vehicle driver has at least 10 consecutive
4 hours off-duty separating each 14 hours on-duty; (B) A passenger-carrying
5 commercial motor vehicle driver has at least 8 consecutive hours off-duty separating
6 each 14 hours on-duty; and
- 7 (iv) The motor carrier that employs the driver maintains and retains for a period of 6
8 months accurate and true time records showing: (A) The time the driver reports for
9 duty each day; (B) The total number of hours the driver is on-duty each day; (C) The
10 time the driver is released from duty each day; and (D) The total time for the
11 preceding 7 days in accordance with § 395.8(j)(2) for Drivers used for the first time
12 or intermittently.

13 The second short-haul driver exemption to the FMCSA hour of services rules is contained
14 within 49 C.F.R. § 395.1(e)(2) and states:

15 (2) Operators of property-carrying commercial motor vehicles not requiring a commercial
16 driver's license. Except as provided in this paragraph, a driver is exempt from the
17 requirements of §§ 395.3(a)(2), 395.8, and 395.11 and ineligible to use the provisions of §
18 395.1(e)(1), (g), and (o) if:

- 19 (i) The driver operates a property-carrying commercial motor vehicle for which a
20 commercial driver's license is not required under part 383 of this subchapter;
- 21 (ii) The driver operates within a 150 air-mile radius of the location where the driver
22 reports to and is released from work, i.e., the normal work reporting location;
- 23 (iii) The driver returns to the normal work reporting location at the end of each duty tour;
- 24 (iv) The driver does not drive: (A) After the 14th hour after coming on duty on 5 days of
25 any period of 7 consecutive days; and (B) After the 16th hour after coming on duty
26 on 2 days of any period of 7 consecutive days;

27 The motor carrier that employs the driver maintains and retains for a period of 6 months
28 accurate and true time records showing: (A) The time the driver reports for duty each day;
(B) The total number of hours the driver is on duty each day; (C) The time the driver is
released from duty each day; (D) The total time for the preceding 7 days in accordance with
§ 395.8(j)(2) for Drivers used for the first time or intermittently.

23. Plaintiff therefore is informed and believes and based thereon alleges that the
FMCSA's federal hours of service regulations simply do not apply to him as he performed work as
a "short-haul" driver in California during his employment.

24. Drivers, such as the Plaintiff, frequently found themselves exceeding the standard 8-
hour workday without receiving the requisite overtime premium pay, as stipulated by the pertinent
wage order. Accordingly, Defendant failed to pay Plaintiff and Drivers for all hours worked,
including overtime for times exceeding eight (8) hours in a day or forty (40) hours in a week.

25. During Plaintiff's employment with Defendant, Weber failed and refused to provide

1 Plaintiff with timely and accurate wage and hour statements in violation of the Employment Laws
2 and Regulations, including the wage and hour statements' failure to show all wages earned, all
3 hours worked, deductions made, net wages earned, and all applicable hourly rates in effect during
4 each pay period and the corresponding number of hours worked at each hourly rate. Moreover,
5 Defendant did not maintain adequate records of all wages earned, hours worked, and breaks taken.
6 At all relevant times, Weber issued and maintained uniform, standardized scheduling and
7 timekeeping practices and procedures for all hourly paid Drivers in California, regardless of its
8 location or route.

9 26. During Plaintiff's employment with Defendant, Defendant wrongfully withheld from
10 Plaintiff and failed to pay wages and other compensation due for all hours worked, and as otherwise
11 required per Employment Laws and Regulations. Defendant willfully and knowingly failed to pay
12 Plaintiff and other Putative Class Members, upon termination of employment, all accrued
13 compensation including, but not limited to, payment of minimum wage compensation, overtime
14 compensation, reimbursement of business expenses, missed meal and rest period compensation.

15 27. To the extent that any non-exempt hourly employees, including Plaintiff, entered
16 into any arbitration agreement with any Defendant, such agreement is void and unenforceable. Any
17 such agreement was one of adhesion, executed under duress, lacked consideration and mutuality,
18 and is otherwise void under both Labor Code § 229, 432.6 and the California Supreme Court case
19 of *Armendariz v. Foundation Health Psychare Services, Inc.* (2000) 24 Cal.4th 83. Moreover, the
20 nature of the work that Plaintiff performed as a Driver for Defendants qualifies him as a
21 "transportation worker" under Section 1 of the Federal Arbitration Act ("FAA") and in turn
22 exempts him from coverage under the FAA. *Sw. Airlines Co. v. Saxon*, 142 S. Ct. 1783, 1785
23 (2022); *Garrido v. Air Liquide Indus.*, 241 Cal.App.4th 833, 839-40 (2015).

24 **CLASS ACTION ALLEGATIONS**

25 28. All current and former non-exempt, hourly-paid Drivers who were employed by
26 Defendant in California during the Class Period, including Plaintiff, are proposed class members
27 (henceforth, "Putative Class Members").

28 ////

1 29. Drivers duties and activities during their respective working hours and each shift are
2 known to and directed by Defendant and are set and controlled by Defendant.

3 30. During the Class Period, Defendant routinely failed to provide hourly Drivers with
4 legally compliant and mandated meal and rest breaks.

5 31. During the Class Period, the Defendant refused to compensate Drivers for all hours
6 worked including time during which Drivers were subject to Defendant's control and were suffered
7 or permitted to work for Defendant. Defendant failed and refused to pay Drivers for all hours
8 worked, including but not limited to time worked during their meal and rest periods and overtime
9 pay.

10 32. During the Class Period, Defendant failed and refused to provide Drivers with timely
11 and accurate wage and hour statements.

12 33. During the Class Period, Defendant failed and refused to pay accrued wages and
13 other compensation earned and due immediately to Drivers who were terminated, and Defendant
14 has failed and refused to pay accrued wages and other compensation earned and due within seventy-
15 two hours to Drivers who ended their employment.

16 34. During the Class Period, Defendant failed and refused to maintain complete and
17 accurate payroll records for Drivers showing gross hours earned, total hours worked, all deductions
18 made, net wages earned, and all applicable hourly rates in effect during each pay period and the
19 corresponding number of hours worked at each hourly rate.

20 35. During the Class Period, Defendant has wrongfully withheld and failed to pay
21 Drivers wages and other compensation earned and due them for all hours worked and as otherwise
22 required pursuant to the Employment Laws and Regulations, including the correct amounts of
23 overtime wages owed.

24 36. Defendant's conduct violated the Employment Laws and Regulations. Defendant's
25 systematic acts and practices also violated, inter alia, Business & Professions Code §§ 17200, *et*
26 *seq.*

27 37. Plaintiff also seeks all other compensation and all benefits required pursuant to the
28 Employment Laws and Regulations, plus penalties and interest, owed to Drivers.

1 38. The duties and business activities of the Class Members were essentially the same as
2 the duties and activities of the Plaintiff. At all times during the Class Period, all of the Class
3 Members were employed in the same or similar job as Plaintiff (as an hourly Driver) and were paid
4 in the same manner and under the same standard employment procedures and practices as Plaintiff.

5 39. Defendant's violations of the Employment Laws and Regulations were repeated,
6 willful and intentional.

7 40. Plaintiff and the Putative Class Members have been damaged by Defendant's
8 conduct.

9 41. While the exact number of Putative Class Members are unknown to Plaintiff at the
10 present time, based on information and belief, there are more than 50 such persons. A class action is
11 the most efficient mechanism for resolution of the claims of the Putative Class.

12 42. In addition, a class action is superior to other available methods for the fair and
13 efficient adjudication of this controversy because the damages suffered by individual Putative Class
14 Members may be relatively small, and the expense and burden of individual litigation would make
15 it impossible for such Putative Class Members individually to redress the wrongs done to them.
16 Moreover, because of the similarity of the Putative Class Members' claims, individual actions
17 would present the risk of inconsistent adjudications subjecting the Defendant to incompatible
18 standards of conduct.

19 43. Plaintiff is currently unaware of the identities of all the Putative Class Members.
20 Accordingly, Defendant should be required to provide to Plaintiff a list of all persons employed as
21 hourly-paid Drivers in California beginning from four years prior to the filing of this action and
22 continuing through the present, stating their last known addresses and telephone numbers, so that
23 Plaintiff may give such Putative Class Members notice of the pendency of this action and an
24 opportunity to make an informed decision about whether to participate in it.

25 44. The proposed Class that Plaintiff seeks to represent is defined as follows:
26 **All hourly-based, non-exempt Drivers or any other similarly**
27 **titled, hourly driver positions employed by Defendant in the**
28 **State of California, from four years prior to the filing of this**
 action and continuing while this Action is pending.

1 45. There is a well-defined community of interest in the litigation and the proposed
2 Class is easily ascertainable:

3 a. Numerosity: While the precise number of Putative Class Members has not
4 been determined at this time, Plaintiff is informed and believes that Defendant has employed in
5 excess of 40 persons as hourly employed Drivers in California during the proposed Class Period.

6 b. Commonality: There are questions of law and fact common to Plaintiff and
7 the Putative Class that predominate over any questions affecting only individual Putative Class
8 Members. These common questions of law and fact include, without limitation:

- 9 i. Whether Defendants failed to compensate Plaintiff and the Class
10 Members for all hours worked;
- 11 ii. Whether Defendants failed to pay Plaintiff and the Class Members for
12 all hours worked, including overtime premium at the appropriate legal
13 rate to Plaintiff and the Class Members;
- 14 iii. Whether Defendants failed to pay Plaintiff and the Class Members the
15 required minimum wage for every hour where work was performed;
- 16 iv. Whether Defendants failed to provide Plaintiff and the Class
17 Members with accurate itemized statements;
- 18 v. Whether Defendants failed to provide meal and rest breaks for
19 Plaintiff and the Class Members or provided proper compensation at
20 the “regular rate of pay” in lieu thereof to Plaintiff and Class
21 Members;
- 22 vi. Whether Defendants owe Plaintiff and the Class Members waiting
23 time penalties pursuant to Labor Code §203;
- 24 vii. Whether Defendants failed to reimburse Plaintiff and Class Members
25 for necessary business expenses;
- 26 viii. Whether Defendants engaged in unfair business practices under
27 Business and Professions Code §17200;
- 28 ix. The effect upon and the extent of damages suffered by Plaintiff and

the Putative Class Members and the appropriate amount of compensation.

c. Typicality: Plaintiff's claims are typical of the claims of the proposed Class. Plaintiff and all Putative Class Members sustained injuries and damages arising out of and caused by Defendant's common course of conduct in violation of law as alleged herein.

d. Adequacy of Representation: Plaintiff is a member of the proposed Class and will fairly and adequately represent and protect the interests of the Class Members. Counsel who represents Plaintiff are competent and experienced in litigating large wage and hour and other employment class actions.

e. Superiority of Class Action: A class action is superior to other available means for the fair and efficient adjudication of this controversy. Questions of law and fact common to the proposed Class predominate over any questions affecting only individual Putative Class Members. Each proposed Class Member has been damaged and is entitled to recovery by reason of Defendant's illegal policies and/or practices of failing to pay full and correct wages, including the minimum wage and overtime premium wages, as required by law. A class action will allow those similarly situated persons to litigate their claims in the manner that is most efficient and economical for the parties and the judicial system.

FIRST CAUSE OF ACTION

(Failure to Pay Compensation For All Hours Worked - Labor Code §§ 216 and 1194

By Plaintiff Individually and on Behalf of All Class Members)

46. As a separate and distinct cause of action, Plaintiff complains and realleges all of the allegations contained in this complaint, and incorporates them by reference into this cause of action as though fully set forth herein, excepting those allegations which are inconsistent with this cause of action.

47. Plaintiff brings this action to recover unpaid compensation for all hours worked, including for work over eight hours in a day and over forty hours in a workweek.

48. Defendant's conduct described in this Complaint violates, among other things, Labor Code §§ 204, 216, 218, 218.5, 218.6, 510, 1194, and 1198 and the IWC Wage Orders.

1 49. Defendant failed to pay Plaintiff and the Putative Class Members for all of the actual
2 hours worked, including for work over eight hours in a day and over forty hours in a workweek.
3 Defendant knew or should have known that Plaintiff and the Putative Class Members were working
4 these hours. Defendant willfully and knowingly failed to pay Plaintiff and other hourly Drivers,
5 upon termination of employment, all accrued compensation including, but not limited to, payment
6 of minimum wage compensation, overtime compensation, missed meal and rest period
7 compensation.

8 50. During Plaintiff's employment, Defendant failed to pay Putative Class Members,
9 including Plaintiff, for all hours worked due to its policy of only counting the time the Class
10 Members were scheduled to work and not for any work that was done past the 8 hours.
11 Furthermore, Putative Class Members' wage statements would not accurately reflect the actual
12 hours they worked or the times they clocked in and clocked out for.

13 51. During Plaintiff's employment, Defendant failed to pay Plaintiff and other Putative
14 Class Members for all hours worked upon termination.

15 52. Hourly Driver employees, such as the Plaintiff, frequently found themselves
16 exceeding the standard 8-hour workday without receiving the requisite overtime premium pay, as
17 stipulated by the pertinent wage order. Accordingly, Defendant failed to pay Plaintiff and Putative
18 Class Members for all hours worked.

19 53. In other words, all compensation paid to Plaintiff and Putative Class Members were
20 at their base hourly rate. Additionally, Defendant improperly calculated the amount of overtime
21 wages owed, and thus failed to pay Plaintiff all overtime wages due. Defendant's refusal to pay for
22 all hours worked, including overtime, was systemic, uniform, and applied in equal force to all other
23 Putative Class Members during the Class Period.

24 54. Plaintiff and the Putative Class Members are also entitled to penalties pursuant to
25 Paragraph No. 20 of the applicable IWC Wage Order which provides, in addition to any other civil
26 penalties provided by law, any employer or any other person acting on behalf of the employer who
27 violates, or causes to be violated, the provisions of the IWC Wage Order, shall be subject to a civil
28 penalty of \$50.00 (for initial violations) or \$100.00 (for subsequent violations) for each underpaid

1 employee for each pay period during which the employee was underpaid in addition to the amount
2 which is sufficient to recover unpaid wages.

3 55. As a result of Defendant's unlawful acts, Plaintiff and the Class Members have been
4 deprived of compensation in an amount according to proof at the time of trial, and are entitled to
5 recovery of such amounts, plus interest thereon, liquidated damages pursuant to Labor Code §
6 1194.2, and attorneys' fees and costs, pursuant to Labor Code §§ 1194 and 2698, in an amount
7 according to proof at the time of trial. Plaintiff and the Class Members are also entitled to
8 additional penalties and/or liquidated damages pursuant to statute.

9 **SECOND CAUSE OF ACTION**

10 **(Failure to Pay Overtime Compensation - By Plaintiff Individually and on Behalf of All Class** 11 **Members: California Labor Code §§ 510 and 1194)**

12 56. As a separate and distinct cause of action, Plaintiff complains and realleges all the
13 allegations contained in this complaint, and incorporates them by reference into this cause of action
14 as though fully set forth herein, excepting those allegations which are inconsistent with this cause of
15 action.

16 57. During the Class Period, Defendant routinely required non-exempt hourly
17 employees, including Plaintiff, to work over eight hours in a day and over forty hours in a
18 workweek. However, Defendant failed and refused to pay the non-exempt hourly employees,
19 including Plaintiff, the overtime compensation required by the Employment Laws and Regulations.

20 58. During Plaintiff's employment, Defendant failed to pay Class Members, including
21 Plaintiff, frequently found themselves exceeding the standard 8-hour workday without receiving the
22 requisite overtime premium pay, as stipulated by the pertinent wage order. When Putative Class
23 Members, including Plaintiff perform work as Drivers they are under the control of their employer
24 and must be compensated for all hours worked.

25 59. Plaintiff performed tasks as a Driver – namely driving routes and delivering product
26 for Defendants - which often times resulted in work exceeding eight hours in a day and/or forty
27 hours in a week. When Putative Class Members, including Plaintiff perform such work they are
28 under the control of their employer and must be compensated for that time.

1 60. Hourly paid Drivers, including Plaintiff, have been deprived of their rightfully
2 earned overtime compensation as a direct and proximate result of Defendant's policies and practices
3 and Defendant's failure and refusal to pay that compensation. Drivers, including Plaintiff, are
4 entitled to recover such amounts, plus interest, attorney's fees and costs.

5 **THIRD CAUSE OF ACTION**

6 **(Failure to Furnish Accurate Wage and Hour Statements - Labor Code § 226**

7 **By Plaintiff Individually and on Behalf of All Class Members)**

8 61. As a separate and distinct cause of action, Plaintiff complains and realleges all of the
9 allegations contained in this complaint, and incorporates them by reference into this cause of action
10 as though fully set forth herein, excepting those allegations which are inconsistent with this cause of
11 action.

12 62. During the Class Period, Defendant routinely failed to provide Putative Class
13 Members, including Plaintiff, with timely and accurate wage and hour statements showing gross
14 hours earned, total hours worked, all deductions made, net wages earned, and all applicable hourly
15 rates in effect during each pay period and the corresponding number of hours worked at each hourly
16 rate.

17 63. As a consequence of Defendant's actions, Putative Class Members are entitled to all
18 available statutory penalties, costs and reasonable attorneys' fees, including those provided in Labor
19 Code § 226(e), as well as all other available remedies.

20 **FOURTH CAUSE OF ACTION**

21 **(For Waiting Time Penalties - Labor Code §§ 201-203**

22 **By Plaintiff Individually and on Behalf of All Class Members)**

23 64. As a separate and distinct cause of action, Plaintiff complains and realleges all of the
24 allegations contained in this complaint, and incorporate them by reference into this cause of action
25 as though fully set forth herein, excepting those allegations which are inconsistent with this cause of
26 action.

27 65. During the Class Period, Defendant failed to pay accrued wages and other
28 compensation due immediately to each Putative Class Member who was terminated and failed to

1 pay accrued wages and other compensation due within seventy-two hours to each Putative Class
2 Member, including Plaintiff, who ended their employment.

3 66. Labor Code § 201 requires an employer who discharges an employee to pay
4 compensation due and owing to said employee immediately upon discharge. Labor Code § 203
5 provides that if an employer willfully fails to pay compensation promptly upon discharge, as
6 required by § 201, the employer is liable for waiting time penalties in the form of continued
7 compensation for up to 30 work days.

8 67. Defendants, and each of them, willfully failed and refused, and continue to willfully
9 fail and refuse, to timely pay compensation due to Putative Class Members upon termination or
10 resignation, as required by Labor Code § 201. As a result, Defendants, and each of them, are liable
11 to Plaintiff and all Putative Class Members similarly situated for waiting time penalties, together
12 with interest thereon, pursuant to Labor Code § 203, as well as all other available remedies, in an
13 amount according to proof at the time of trial.

14 **FIFTH CAUSE OF ACTION**

15 **(Failure to Provide Meal and Rest Periods - Labor Code §§ 226.7 and 512**

16 **By Plaintiff Individually and on Behalf of All Class Members)**

17 68. As a separate and distinct cause of action, Plaintiff complains and realleges all of the
18 allegations contained in this complaint, and incorporates them by reference into this cause of action
19 as though fully set forth herein, excepting those allegations which are inconsistent with this cause of
20 action.

21 69. During the Class Period, Defendant failed to provide Putative Class Members,
22 including Plaintiff, legally compliant meal and rest periods during their work shifts, and have failed
23 to compensate non-exempt hourly employees, including Plaintiff, for those meal and rest periods, as
24 required by Labor Code § 226.7 and the other applicable sections of the Employment Laws and
25 Regulations.

26 70. The Putative Class, including Plaintiff, have been deprived of their rightfully earned
27 compensation for meal and rest periods as a direct and proximate result of Defendant's policies and
28 practices and Defendant's failure and refusal to pay that compensation. The Putative Class,

1 including Plaintiff, are entitled to recover such amounts pursuant to Labor Code § 226.7(b), plus
2 interest.

3 **SIXTH CAUSE OF ACTION**

4 **(Failure to Reimburse Necessary Business Expenses - Labor Code § 2802**

5 **By Plaintiff Individually and on Behalf of All Class Members)**

6 71. As a separate and distinct cause of action, Plaintiff complains and realleges all of the
7 allegations contained in this complaint, and incorporate them by reference into this cause of action
8 as though fully set forth herein, excepting those allegations which are inconsistent with this cause of
9 action.

10 72. Cal. Labor Code § 2802 provides: “An employer shall indemnify his or her
11 employee for all necessary expenditures or losses incurred by the employee in direct consequence
12 of the discharge of his or her duties, or of his or her obedience to the directions of the employer . . .
13 . [which includes] all reasonable costs, including, but not limited to, attorney’s fees incurred by the
14 employee enforcing the rights granted by this section.”

15 73. As a direct consequence of discharging their duties for Defendants and/or obeying
16 Defendants’ directions, Plaintiff and putative class members have necessarily incurred expenses
17 for which they have not been indemnified by Defendants, including the use of personal cell phone,
18 fuel, and uniform related purchases; and the attorneys’ fees incurred to enforce Plaintiff’s and
19 Putative Class Members’ rights under Cal. Labor Code § 2802.

20 74. Defendants have failed to indemnify or in any manner reimburse Plaintiff and
21 putative class members for these expenditures and losses.

22 75. By requiring Plaintiff and putative class members to pay expenses and cover losses
23 that they incurred in direct consequence of the discharge of their duties for Defendant and/or in
24 obedience of Defendant’s direction, Defendant has violated and continue to violate Cal. Labor
25 Code § 2802.

26 76. As a direct and proximate result of Defendant’s conduct, Plaintiffs and Putative
27 Class Members have suffered substantial losses according to proof, as well as pre-judgment interest,
28 costs, and attorneys’ fees for the prosecution of this action, which losses are compensable under

1 Cal. Labor Code §2802.

2 **SEVENTH CAUSE OF ACTION**

3 **(For Unfair Competition - Business & Professions Code § 17200, et seq.**

4 **By Plaintiff Individually and on Behalf of All Class Members)**

5 77. As a separate and distinct cause of action, Plaintiff complains and realleges all of the
6 allegations contained in this complaint, and incorporates them by reference into this cause of action
7 as though fully set forth herein, excepting those allegations which are inconsistent with this cause of
8 action.

9 78. As a result of Defendant's unfair business practices, Defendant has reaped unfair
10 benefits and illegal profits at the expense of Putative Class Members, including Plaintiff, and
11 members of the public. Defendant should be made to disgorge their ill-gotten gains and to restore
12 them to Putative Class Members, including Plaintiff.

13 79. Defendant's unfair business practices violate the Unfair Competition Laws and
14 entitle Plaintiff to seek preliminary and permanent injunctive relief including, but not limited to,
15 orders that Defendant account for, disgorge and restore to the Putative Class, including Plaintiff, the
16 wages and other compensation unlawfully withheld from them.

17 80. In addition to the actual damages caused by the unlawful conversion, the Putative
18 Class Members, including Plaintiff, are entitled to recover exemplary damages for the sake of
19 example and by way of punishing Defendant.

20 **PRAYER FOR RELIEF**

21 WHEREFORE, Plaintiff, individually and on behalf of the Class, prays for judgment against
22 Defendant as follows:

- 23 1. For an Order certifying the First through Seventh Causes of Action as a class action;
- 24 2. For an Order appointing Plaintiff's counsel as Class counsel;
- 25 3. For compensatory damages in an amount to be ascertained at trial;
- 26 4. For restitution in an amount to be ascertained at trial;
- 27 5. For punitive and exemplary damages in an amount to be ascertained at trial;
- 28 6. For all penalties allowed by law;

- 1 7. For prejudgment interest;
- 2 8. For reasonable attorneys' fees pursuant to Labor Code §§ 1194, 226(e), and 510;
- 3 9. For costs of suit incurred herein;
- 4 10. For disgorgement of profits garnered as a result of Defendant's unlawful failure to
- 5 pay wages, including overtime wages earned; and
- 6 11. For such further relief as the Court may deem appropriate.

7

8 DATED: November 4, 2025

BOYAMIAN LAW, INC.

9

10 By:  _____

11 Michael H. Boyamian

12 Attorney for Plaintiff OMAR MEJIA,

 individually and on behalf of all others

 similarly situated

13 **DEMAND FOR JURY TRIAL**

14 Plaintiff OMAR MEJIA, individually, and on behalf of all similarly situated individuals,

15 demands jury trial of this matter.

16 DATED: November 4, 2025

BOYAMIAN LAW, INC.

17

18 By:  _____

19 Michael H. Boyamian

20 Attorney for Plaintiff OMAR MEJIA,

21 individually and on behalf of all others similarly

22 situated

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