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13 and on behalf of all others similarly situated

14 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
15 **FOR THE COUNTY OF SAN JOAQUIN**

16 CAMRON LEWIS, individually, and on behalf
17 of all others similarly situated,

18 Plaintiff,

19 v.

20 PRIMELINK EXPRESS INC.; and DOES 1
21 through 50, inclusive,

22 Defendants.

Case No.:

CLASS ACTION COMPLAINT:

1. Failure to Pay Minimum Wages;
2. Failure to Indemnify Necessary Expenses;
3. Failure to Provide Accurate Itemized Wage Statements;
4. Failure to Pay All Wages Due During Employment and Upon Separation of Employment; and
5. Unfair and Unlawful Business Practices.

DEMAND FOR JURY TRIAL

1 Plaintiff Camron Lewis (“Plaintiff”), individually and on behalf of all others similarly
2 situated, alleges as follows:

3 INTRODUCTION

4 1. Plaintiff brings this putative class action against defendants Primelink Express Inc.
5 and DOES 1 through 50, inclusive (collectively, “Defendants”), on Plaintiff’s own behalf and on
6 behalf of a class of individuals who are and were employed by Defendants as non-exempt or
7 hourly-paid employees throughout California.

8 2. Plaintiff alleges that Defendants engaged in a pattern of wage and hour violations
9 under the California Labor Code and Industrial Welfare Commission (“IWC”) Wage Orders, all of
10 which contribute to Defendants’ deliberate unfair competition.

11 3. Plaintiff is informed and believes, and thereon alleges, that Defendants have
12 increased their profits by violating state wage and hour laws by, among other things:

- 13 (a) failing to pay all minimum wages;
- 14 (b) failing to indemnify necessary expenditures;
- 15 (c) failing to provide accurate itemized wage statements; and
- 16 (d) failing to pay all wages due during employment and upon separation of
17 employment.

18 4. Plaintiff seeks monetary relief against Defendants on behalf of himself and all other
19 similarly situated in California to recover, among other things, unpaid wages, statutory penalties,
20 benefits, interest, attorneys’ fees, costs and expenses, and penalties pursuant to Labor Code §§ 201,
21 202, 203, 210, 226, 1194, 1194.2, 1197, 2802 and Code of California Civil Procedure § 1021.5.

22 JURISDICTION AND VENUE

23 5. This is a class action brought pursuant to Code of Civil Procedure § 382.

24 6. The monetary damages, restitution, penalties, and other legal and equitable relief
25 sought by Plaintiff exceed the minimal jurisdictional limits of this Court and will be established
26 according to proof at trial.

27 7. This Court has jurisdiction over this action pursuant to Article VI, § 10 of the
28 California Constitution, which grants the superior court “original jurisdiction in all other causes”

1 except those given by statute to other courts. The statutes under which this action is brought do not
2 specify any other basis for jurisdiction.

3 8. This Court has jurisdiction over all Defendants because, upon information and
4 belief, Defendants are citizens of California, have sufficient minimum contacts in California,
5 and/or otherwise intentionally avail themselves of the California market so as to render the exercise
6 of jurisdiction over them by the California courts consistent with traditional notions of fair play
7 and substantial justice.

8 9. Venue is proper in this court because Defendants maintain offices, have agents,
9 employ individuals, and/or transact business in this county.

10 **THE PARTIES**

11 10. Plaintiff is a California resident and was employed by Defendants throughout
12 California, including in Ripon, California, as a driver from approximately December 2019 to
13 approximately August 2025.

14 11. Defendants were and are subject to the Labor Code and IWC Wage Orders as
15 employers whose employees were and are engaged to work throughout this county and the State
16 of California.

17 12. Plaintiff is unaware of the true names or capacities of the Defendant sued herein
18 under the fictitious names DOES 1 through 50 but will amend the complaint and serve such
19 fictitiously named Defendants once their names and capacities become known.

20 13. Plaintiff is informed and believes and thereon alleges that each and all of the acts
21 and omissions alleged herein were performed by, or are attributable, to each Defendant acting as
22 the agent, employee, alter ego, and/or joint venturer of, or working in concert with, each of the
23 other co-Defendants and within the course and scope of such agency, employment, joint venture,
24 or concerted activity with legal authority to act on the others' behalf.

25 14. Plaintiff is informed and believes and thereon alleges that during the relevant time
26 period, DOES 1 through 50 were the employers of Plaintiff and the other members of the class
27 within the meaning of all applicable state laws and statutes. Plaintiff is informed and believes and
28 thereon alleges that DOES 1 through 50 directly or indirectly controlled or affected the working

1 conditions, working hours, and conditions of employment of Plaintiff and the other members of
2 the class so as to make each Defendant an employer liable under the statutory provision set forth
3 herein.

4 15. Plaintiff is informed and believes and thereon alleges that DOES 1 through 50 had
5 the authority to hire and terminate Plaintiff and the other members of the class, to set work rules
6 and conditions governing Plaintiff and the other members of the class's employment, and to
7 supervise their daily employment activities.

8 16. Plaintiff is informed and believes and thereon alleges that DOES 1 through 50
9 exercise sufficient authority over the terms and conditions of Plaintiff's and the other members of
10 the class's employment for them to be joint employers of Plaintiff and the other members of the
11 class.

12 **CLASS ACTION ALLEGATIONS**

13 17. Plaintiff brings this action under Code of Civil Procedure § 382 on Plaintiff's own
14 behalf and on behalf of all others similarly situated who were affected by Defendants' Labor Code
15 Business and Professions Code, and IWC Wage Order Violations.

16 18. All claims alleged herein arise under California law for which Plaintiff seeks relief
17 authorized by California law.

18 19. Plaintiff's proposed class consists of and is defined as follows:

19 All individuals currently or formerly employed by Defendants as
20 drivers in the State of California at any time between four years prior
to the filing of this action and the date of class certification ("Class").

21 20. Members of the Class described above will be collectively referred to as "Class
22 Members."

23 21. Plaintiff reserves the right to modify or re-define the Class, establish subclasses, or
24 modify or re-define any class definition as appropriate based on investigation, discovery, and
25 specific theories of liability.

26 22. There are common questions of law and fact as to the Class Members that
27 predominate over any questions affecting only individual members including, but not limited to
28

the following:

- (a) Whether Defendants failed to pay Plaintiff and Class Members all wages for all hours worked by Plaintiff and Class Members.
- (b) Whether Defendants made it necessary for Plaintiff and Class Members to incur expenses for personal cell phone use and gas for work purposes and failed to adequately indemnify Plaintiff and Class Members for such use;
- (c) Whether Defendants failed to provide Plaintiff and Class Members accurate itemized wage statements.
- (d) Whether Defendants failed to pay wages timely to Plaintiff and Class Members during employment;
- (e) Whether Defendants failed to pay Plaintiff and Class Members all wages timely upon termination of employment.
- (f) Whether Defendants' conduct was willful, reckless, intentional, and/or knowing; and
- (g) Whether Defendants engaged in unfair business practices in violation of Business and Professions Code § 17200, et seq.

23. There is a well-defined community of interest in this litigation and the proposed Class and subclasses are readily ascertainable:

- (a) Numerosity: The Class Members are so numerous that joinder of all members is impractical. Although the members of the Class are unknown to Plaintiff at this time, on information and belief, the Class is estimated to be greater than 150 individuals. The identities of the Class Members are readily ascertainable by inspection of Defendants' employment and payroll records.
- (b) Typicality: Plaintiff's claims (or defenses, if any) are typical of the claims (or defenses, if any) of the Class Members because Defendants' failure to comply with the provisions of California's wage and hour laws entitled each Class Member to similar pay, benefits, and other relief. The injuries sustained by Plaintiff are also typical of the injuries sustained by the Class

Members, because they arise out of and are caused by Defendants' common course of conduct as alleged herein.

(c) Adequacy: Plaintiff will fairly and adequately represent and protect the interests of all Class Members because it is in Plaintiff's best interest to prosecute the claims alleged herein to obtain full compensation and penalties due. Plaintiff's attorneys, as proposed class counsel, are competent and experienced in litigating large employment class actions and versed in the rules governing class action discovery, certification, and settlement. Plaintiff has incurred and, throughout the duration of this action, will continue to incur attorneys' fees and costs that have been and will be necessarily expended for the prosecution of this action for the substantial benefit of the Class Members.

(d) Superiority: The nature of this action makes use of class action adjudication superior to other methods. A class action will achieve economies of time, effort, and expense as compared with separate lawsuits and will avoid inconsistent outcomes because the same issues can be adjudicated in the same manner for the entire Class at the same time. If appropriate, this Court can, and is empowered to, fashion methods to efficiently manage this case as a class action.

GENERAL ALLEGATIONS

24. During the relevant time period, Defendants employed Plaintiff and Class Members as non-exempt or hourly-paid employees throughout California at Defendants' California business location(s).

25. During the relevant time period, Defendants knew that Plaintiff and Class Members were entitled to compensation for all hours worked. However, Defendants failed to pay Plaintiff and Class Members at least the minimum wage for all hours worked due to Defendants' policy and practice of paying Plaintiff and Class Members per mile rather than per hour worked, and therefore not separately compensating Plaintiff and Class Members for time spent performing non-driving

1 tasks, such as inspections, loading, unloading, and waiting. As a result, Defendants failed to pay
2 Plaintiff and Class Members for all minimum wages in violation of the Labor Code and applicable
3 IWC Wage Order.

4 26. During the relevant time period, Defendants knew that Plaintiff and Class Members
5 were entitled to indemnification of all necessary expenditures or losses incurred in direct
6 consequence of the discharge of Plaintiff and Class Members' duties. However, Defendants
7 required Plaintiff and Class Members to use their personal devices and purchase items necessary
8 to discharge their duties, such as gas, and Defendants failed to adequately indemnify for these
9 necessary expenditures in violation of the Labor Code.

10 27. During the relevant time period, Defendants knew that Plaintiff and Class Members
11 were entitled to itemized wage statements that accurately showed, *inter alia*, gross wages earned,
12 total hours worked, net wages earned, the number of piece-rate units earned and any applicable
13 piece rate, and all applicable hourly rates in effect during the pay period and the corresponding
14 number of hours worked at each hourly rate. However, due to Defendants' failure to record and
15 pay for all time worked, Defendants failed to provide accurate itemized wage statements in
16 violation of the Labor Code. Further, Defendants also failed to state the number of piece-rate units
17 earned and any applicable piece rate on Plaintiff's and Class Members' wage statements.

18 28. During the relevant time period, Defendants knew that Plaintiff and Class Members
19 were entitled to timely payment of wages due during employment and upon separation of
20 employment. In violation of the Labor Code, Plaintiff and Class Members did not receive payment
21 of all wages within the required time periods. In fact, Defendants routinely paid wages more than
22 7 days after the close of weekly pay periods.

23 29. During the relevant time period, Defendants knew they had a duty to compensate
24 Plaintiff and Class Members, and Defendants had the financial ability to pay such compensation
25 but willfully, knowingly, and/or intentionally failed to do so in order to increase Defendants'
26 profits.

1 30. Therefore, Plaintiff brings this lawsuit seeking monetary and injunctive relief
2 against Defendants on Plaintiff's own behalf and on behalf of all Class Members to recover, among
3 other things, unpaid wages, interest, attorneys' fees, penalties, costs, and expenses.

4 **FIRST CAUSE OF ACTION**

5 **FAILURE TO PAY MINIMUM WAGES**

6 (Violation of Labor Code §§ 510, 1194, 1194.2, 1197; Violation of IWC Wage Order §§ 3, 4)

7 31. Plaintiff hereby re-alleges and incorporates by reference all paragraphs above as
8 though fully set forth herein.

9 32. During the relevant time period, Defendants were required to compensate Plaintiff
10 and Class Members for all hours worked pursuant to Labor Code §§ 200, *et seq.*, 510, 1182.12,
11 1194, 1194.2, 1197, and 1198, and the applicable IWC Wage Order.

12 33. Labor Code §§ 1194 and 1197 provide that the minimum wage for employees fixed
13 by the IWC is the minimum wage to be paid to employees, and the payment of a lesser wage than
14 the minimum so fixed is unlawful

15 34. During the relevant time period, Defendants failed to pay Plaintiff and Class
16 Members all wages owed when Defendants did not pay for all hours worked at the correct rate of
17 pay.

18 35. In violation of the Labor Code, Defendants knowingly and willfully refused to
19 perform their obligations and compensate Plaintiff and Class Members for all wages earned and
20 all hours worked.

21 36. During the relevant time period, Defendants regularly failed to pay all wages to
22 Plaintiff and Class Members for all hours worked in violation of the Labor Code and the applicable
23 IWC Wage Order.

24 37. As a direct and proximate result of Defendants' failure to pay Plaintiff and Class
25 Members the required wages, Plaintiff and Class Members are entitled to recover the unpaid
26 balance of their wages, including minimum wages, as well as interest, costs, and attorneys' fees.

38. Pursuant to Labor Code § 1194.2, Plaintiff and Class Members are entitled to recover liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon.

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SECOND CAUSE OF ACTION

FAILURE TO INDEMNIFY NECESSARY EXPENDITURES

(Violation of Labor Code § 2802, Violation of IWC Wage Order § 9)

39. Plaintiff hereby re-alleges and incorporates by reference all paragraphs above as though forth herein.

40. Labor Code § 2802 requires Defendants to indemnify their employees for all necessary expenditures or losses incurred by their employees in direct consequence of the discharge of his or her duties. Labor Code § 2802 defines “necessary expenditures or losses” as “all reasonable costs, including, but not limited to, attorney’s fees incurred by the employee enforcing the rights granted by this section.” Labor Code § 2802 also provides that interest shall accrue from the date on which the employee incurred the necessary expenditure or loss at the same rate as judgments in civil actions.

41. Section 9 of the applicable IWC Wage Order requires Defendants to provide and maintain any tools and equipment required by Defendants or necessary to the performance of a job.

42. During the relevant time period, Defendants made it necessary for Plaintiff and Class Members to incur expenses or losses in direct consequence of the discharge of their duties. Defendants failed to indemnify Plaintiff and Class Members for these necessary expenditures or losses.

43. As a result of Defendants' failure to indemnify Plaintiff and Class Members for necessary expenditures, Plaintiff and Class Members are entitled to recover the unpaid indemnification of necessary expenditures, as well as interest, costs, and attorneys' fees.

1 **THIRD CAUSE OF ACTION**

2 **FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS**

3 (Violation of Labor Code § 226)

4 44. Plaintiff hereby re-alleges and incorporates by reference all paragraphs above as
5 though fully set forth herein.

6 45. Labor Code § 226(a) requires Defendants to provide each employee with an accurate
7 wage statement in writing showing nine pieces of information, including, the following: (1) gross
8 wages earned, (2) total hours worked by the employee, (3) the number of piece-rate units earned
9 and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions,
10 provided that all deductions made on written orders of the employee may be aggregated and shown
11 as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is
12 paid, (7) the name of the employee and the last four digits of his or her social security number or
13 an employee identification number other than a social security number, (8) the name and address
14 of the legal entity that is the employer, and (9) all applicable hourly rates in effect during the pay
15 period and the corresponding number of hours worked at each hourly rate by the employee.

16 46. During the relevant time period, Defendants have knowingly and intentionally failed
17 to comply with Labor Code § 226(a) on wage statements that were provided to Plaintiff and Class
18 Members. The deficiencies include, among other things, the failure to correctly state the gross and
19 net wages earned, total hours worked, all applicable hourly rates in effect, the number of piece-
20 rate units earned and the piece rate, and the number of hours worked at each hourly rate by Plaintiff
21 and Class Members.

22 47. As a result of Defendants' knowing and intentional failure to comply with Labor
23 Code § 226(a), Plaintiff and Class Members have suffered injury and damage to their statutory
24 rights. Plaintiff and Class Members are deemed to suffer an injury pursuant to Labor Code § 226(e)
25 where, as here, Defendants intentionally violated Labor Code § 226(a). Plaintiff and Class
26 Members were denied both their legal right to receive, and their protected interest in receiving,
27 accurate itemized wage statements under Labor Code § 226(a). In addition, because Defendants
28 failed to provide accurate rates of pay on wage statements, Defendants prevented Plaintiff and

1 Class Members from determining if all hours worked were paid at the appropriate rate and the
2 extent of the underpayment, thereby causing Plaintiff to incur expenses and lost time. Plaintiff
3 would not have had to engage in these efforts and incur these costs had Defendants provided the
4 accurate hours worked, wages earned, and rates of pay. This has also delayed Plaintiff's ability to
5 demand and recover underpayment of wages from Defendants.

6 48. Plaintiff and Class Members are entitled to recover from Defendants the greater of
7 all actual damages caused by Defendants' failure to comply with Labor Code § 226(a) or \$50.00
8 for the initial pay period in which a violation occurred and \$100.00 per employee for each violation
9 in subsequent pay periods in an amount not exceeding \$4,000.00 per employee, plus attorneys'
10 fees and costs.

11 49. Defendants' violations of California Labor Code § 226(a) prevented Plaintiff and
12 Class Members from knowing, understanding, and disputing the wages paid to them and resulted
13 in a unjustified economic enrichment to Defendants. As a result of Defendants' knowing and
14 intentional failure to comply with California Labor Code § 226(a), Plaintiff and Class Members
15 have suffered an injury, in the exact amount of damages and/or penalties to be shown according to
16 proof at trial.

17 **FOURTH CAUSE OF ACTION**

18 **FAILURE TO PAY ALL WAGES DUE DURING EMPLOYMENT AND UPON** 19 **SEPARATION OF EMPLOYMENT**

20 (Violation of Labor Code §§ 201, 202, 203, 204, & 210)

21 50. Plaintiff hereby re-alleges and incorporates by reference all paragraphs above as
22 though fully set forth herein.

23 51. Labor Code §§ 201 and 202 provide that if an employer discharges an employee,
24 the wages earned and unpaid at the time of discharge are due and payable immediately, and that if
25 an employee voluntarily leaves his or her employment, his or her wages shall become due and
26 payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-
27 two (72) hours previous notice of an intention to quit, in which case the employee is entitled to his
28 or her wages at the time of quitting.

1 52. Labor Code § 203 provides that if an employer willfully fails to pay wages in
2 accordance with Labor Code §§ 201 and 202 to any employee who is discharged or quit, the wages
3 of the employee shall continue as a penalty from the due date thereof at the same rate until paid or
4 until an action therefor is commenced, but not for more than 30 days.

5 53. Labor Code § 204 provides that employees must be paid within a certain number of
6 days of the close of the pay period. Labor Code § 210 provides that any employer who fails to pay
7 in accordance with the deadlines set forth in Labor Code § 204 shall be subject to a penalty in the
8 amount of \$100 for each failure to pay each employee and \$200 plus 25% of the amount unlawfully
9 withheld for each subsequent violation or any willful or intentional violation.

10 54. During the relevant time period, Defendants failed to timely pay Plaintiff and Class
11 Members wages earned during the pay period within the required time limits.

12 55. During the relevant time period, Defendants willfully failed to pay Plaintiff and
13 Class Members their earned wages upon termination, either at the time of discharge or within
14 seventy-two (72) hours of their leaving Defendants' employ.

15 56. Defendants' failure to pay Plaintiff and Class Members all their earned wages within
16 the required time limits during employment and at the time of discharge or within seventy-two (72)
17 hours of their leaving Defendants' employ is in violation of Labor Code §§ 201, 202, and 204.

18 57. Plaintiff and other Class Members are entitled to recover from Defendants the
19 statutory penalties set forth in Labor Code §§ 203 and 210.

20 **FIFTH CAUSE OF ACTION**

21 **UNFAIR AND UNLAWFUL BUSINESS PRACTICES**

22 (Violation of Business and Professions Code §§ 17200, *et seq.*)

23 58. Plaintiff hereby re-alleges and incorporates by reference all paragraphs above as
24 though fully set forth herein.

25 59. California Business and Professions Code §§ 17200, *et seq.* prohibits acts of unfair
26 competition, which includes any "unlawful, unfair, or fraudulent business act or practice . . ."

27 60. A violation of California Business and Professions Code §§ 17200, *et seq.* may be
28 predicated on a violation of any state or federal law. Defendants' policies and practices violated

1 California law, causing Plaintiff and Class Members to suffer and continue to suffer injuries-in-
2 fact.

3 61. Defendants' policies and practices violated state law in at least the following
4 respects:

5 (a) Failing to pay minimum wages to Plaintiff and Class Members at the correct
6 rate in violation of Labor Code §§ 1194, 1194.2, & 1197; and

7 (b) Failing to indemnify necessary expenditures in violation of Labor Code §
8 2802.

9 62. As alleged herein, Defendant engaged in unlawful conduct in violation of the
10 California Labor Code and IWC Wage Orders, such as failing to pay wages and failing to
11 indemnify necessary expenditures, all in order to decrease their costs of doing business and
12 increase their profits.

13 63. Plaintiff is informed and believes and thereon alleges that during the relevant time
14 period, Defendants were knowledgeable concerning the wage and hour laws of California.

15 64. During the relevant time period, Defendants intentionally avoided paying Plaintiff
16 and Class Members wages and monies owed, thereby creating an artificially lower cost of doing
17 business in order to undercut Defendants' competitors and gain a greater foothold in the
18 marketplace.

19 65. By violating the foregoing statutes and regulations as herein alleged, Defendants'
20 acts constitute unfair and unlawful business practices under California Business and Professions
21 Code §§ 17200, *et seq.*

22 66. As a result of the unfair and unlawful business practices of Defendants as alleged
23 herein, Plaintiff and Class Members are entitled to injunctive relief, disgorgement, and restitution
24 in an amount to be shown according to proof at trial.

25 67. Plaintiff seeks to enforce important rights affecting the public interest within the
26 meaning of California Code of Civil Procedure § 1021.5. Defendants' conduct, as alleged herein,
27 has been and continues to be unfair, unlawful, and harmful to Plaintiff, Class Members, and the
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1 general public. Based on Defendants' conduct as alleged herein, Plaintiff and Class Members are
2 entitled to an award of attorneys' fees pursuant to California Code of Civil Procedure § 1021.5.

3 **PRAYER FOR RELIEF**

4 On Plaintiff's own behalf and on behalf of all others similarly situated, Plaintiff prays for
5 relief and judgment against Defendants, jointly and severally, as follows:

6 1. For certification under California Code of Civil Procedure § 382 of the proposed
7 Class;

8 2. For appointment of Plaintiff as class representative;

9 3. For appointment of Abramson Labor Group as class counsel;

10 4. For compensatory damages in an amount according to proof at trial;

11 5. For an award of damages in the amount of unpaid compensation including, but not
12 limited to, unpaid wages, benefits, and penalties;

13 6. For economic and/or special damages in an amount according to proof at trial;

14 7. For liquidated damages pursuant to § 1194.2;

15 8. For statutory penalties to the extent permitted by law, including those pursuant to
16 the Labor Code and IWC Wage Orders;

17 9. For injunctive relief as provided by the California Labor Code and California
18 Business and Professions Code §§ 17200, *et seq.*;

19 10. For restitution as provided by Business and professions Code §§ 17200, *et seq.*;

20 11. For an order requiring Defendants to restore and disgorge all funds to each employee
21 acquired by means of any act or practice declared by this Court to be unlawful, unfair, or fraudulent
22 and, thereof, constituting unfair competition under Business and Professions Code §§ 17200, *et*
23 *seq.*;

24 12. For pre-judgment interest;

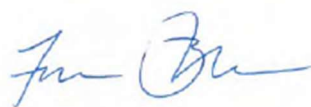
25 13. For reasonable attorneys' fees, costs of suit, and interest to the extent permitted by
26 law, including, but not limited to, Code of Civil Procedure § 1021.5 and Labor Code §§ 226(e) and
27 1194; and

28 ///

1 14. For such other relief as the Court deems just and proper.

2 Dated: October 16, 2025

ABRAMSON LABOR GROUP

3
4 By: 

Fawn F. Bekam
Jacquelyn Silva
Desiree Ruiz Alfaro
Attorneys for Plaintiff Camron Lewis

7 **DEMAND FOR JURY TRIAL**

8 Plaintiff hereby demands a jury trial with respect to all issues triable of right by jury.
9

10 Dated: October 16, 2025

ABRAMSON LABOR GROUP

11
12 By: 

Fawn F. Bekam
Jacquelyn Silva
Desiree Ruiz Alfaro
Attorneys for Plaintiff Camron Lewis