

BIBIYAN LAW GROUP, P.C.

Sarah Cohen (SBN 330700)

Sarah@tomorrowlaw.com

1460 Westwood Boulevard

Los Angeles, California 90024

Tel: (310) 438-5555; Fax: (310) 300-1705

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Superior Court of California

County of San Bernardino

Rancho Cucamonga District

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By: Toni Gonzalez, DEPUTY

Attorneys for Plaintiffs HANNAH SMITH,
CALVIN LINCOLN and RONNIE WARREN as
Aggrieved Employees, and on behalf of all other
Aggrieved Employees

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN BERNARDINO

HANNAH SMITH, as an Aggrieved
Employee, and on behalf of all other
Aggrieved Employees under the Labor Code
Private Attorneys' General Act of 2004,

Plaintiff

v.

KEHE DISTRIBUTORS, INC., a Delaware
corporation; and DOES 1 through 100,
inclusive,

Defendants.

CASE NO.: CIVRS2604015

**FIRST AMENDED REPRESENTATIVE
ACTION**

**COMPLAINT UNDER THE LABOR
CODE PRIVATE ATTORNEYS'
GENERAL ACT OF 2004 FOR CIVIL
PENALTIES UNDER LABOR CODE
SECTIONS 210, 226.3, 558, 1174.5, 1197.1
and 2699**

[Amount in Controversy Greater Than
\$35,000.00]

Plaintiffs HANNAH SMITH, CALVIN LINCOLN, and RONNIE WARREN (“Plaintiffs”),
as Aggrieved Employees, and on behalf of all other Aggrieved Employees under the Labor Code
Private Attorneys’ General Act of 2004, alleges as follows:

INTRODUCTION

1. This is a representative action, pursuant to the Labor Code Private Attorneys General Act of 2004, codified at Labor Code section 2698, *et seq.* (“PAGA”), against KEHE DISTRIBUTORS, INC, a Delaware corporation, and any of its respective subsidiaries or affiliated companies within the State of California (“KEHE” hereinafter, collectively, with DOES 1 through 100, as further defined below, “Defendants”) as a proxy of the Labor and Workforce Development Agency of the State of California (“LWDA”), on behalf of Plaintiffs and all Aggrieved Employees that worked for Defendants during the PAGA Period. Specifically, in connection with any alleged claims for failure to comply with Labor Code sections 200, 201, 202, 203, 204, 210, 226, 226.3, 432, 432.5, 1198, 1195.5, as well as applicable Wage Orders. Plaintiffs seek to represent all current and former employees that worked for Defendants during the PAGA Period. On all other claims mentioned herein, Plaintiffs seek to represent only non-exempt current and former employees that worked for Defendants during the PAGA Period. Collectively, these employees are herein referred to as “Aggrieved Employees.” The “PAGA Period” refers to three years preceding the date notice was submitted to the LWDA, continuing past the date of notice to the LWDA into perpetuity.

PARTIES

2. Plaintiff HANNAH SMITH (“Plaintiff Smith”) is a resident of the State of California. At all relevant times herein, Plaintiff Smith is informed and believes, and based thereon alleges, that Defendants employed Plaintiff Smith as a non-exempt employee with duties that included, but were not limited to, collecting orders, driving assigned routes through warehouse aisles, and picking items according to given numbers and orders. Plaintiff Smith is informed and believes, and based thereon alleges, that Plaintiff Smith worked for Defendants from approximately August of 2025 through approximately October of 2025.

3. Plaintiff CALVIN LINCOLN (“Plaintiff Lincoln”) is a resident of the State of California. At all relevant times herein, Plaintiff Lincoln is informed and believes, and based

1 thereon alleges, that Defendants employed Plaintiff Lincoln as a non-exempt employee. Plaintiff
2 Lincoln worked as an order selector with duties that included, but were not limited to, using an
3 electric pallet jack to navigate the warehouse and pull specific items for orders, wrapping pallets
4 once they reach a certain height, placing labels on boxes, maintaining cleanliness in the workspace
5 by picking up trash, and meeting performance quotas. Plaintiff Lincoln is informed and believes,
6 and based thereon alleges, that Plaintiff Lincoln worked for Defendants from approximately July of
7 2025 through approximately February of 2026.

8 4. Plaintiff RONNIE WARREN (“Plaintiff Warren”) is a resident of the State of
9 California. At all relevant times herein, Plaintiff Warren is informed and believes, and based thereon
10 alleges, that Defendants employed Plaintiff Warren as a non-exempt employee. Plaintiff Warren
11 worked as a warehouse operator with duties that included, but were not limited to, moving and
12 organizing inventory, retrieving products from higher storage areas, transporting items across the
13 warehouse, and placing merchandise in the appropriate locations to be prepared for distribution or
14 stocking. Plaintiff Warren is informed and believes, and based thereon alleges, that Plaintiff Warren
15 worked for Defendants from approximately May of 2025 through approximately May of 2026.

16 5. Plaintiffs are informed and believe and based thereon allege that defendant KEHE
17 is, and at all times relevant hereto was, a corporation organized and existing under and by virtue of
18 the laws of the State of Delaware and doing business in the County of San Bernardino, State of
19 California. At all relevant times herein, KEHE employed Plaintiffs and Aggrieved Employees
20 within the State of California.

21 6. The true names and capacities, whether individual, corporate, associate, or otherwise,
22 of defendants sued herein as DOES 1 through 100, inclusive, are currently unknown to Plaintiff,
23 who therefore sue defendants by such fictitious names under Code of Civil Procedure section 474.
24 Plaintiffs are informed and believe and based thereon allege that each of the defendants designated
25 herein as DOE is legally responsible in some manner for the unlawful acts referred to herein.
26 Plaintiffs will seek leave of court to amend this complaint to reflect the true names and capacities
27 of the defendants designated hereinafter as DOES when such identities become known.
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8. Plaintiffs are informed and believe and based thereon allege that all the times mentioned herein, each of the Defendants was the agent, principal, employee, employer, representative, joint venture, or co-conspirator of each of the other defendants, either actually or ostensibly, and in doing the things alleged herein acted within the course and scope of such agency, employment, joint venture, and conspiracy.

10. As a result of the aforementioned facts, Plaintiffs are informed and believe, and based thereon allege that Defendants, and each of them, are joint employers.

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12. Venue is proper in San Bernardino County, California pursuant to Code of Civil Procedure sections 392, *et seq.* because, among other things, San Bernardino County is where the

1 causes of action complained of herein arose; the county in which the employment relationship
2 began; the county in which performance of the employment contract, or part of it, between Plaintiffs
3 and Defendants were due to be performed; the county in which the employment contract, or part of
4 it, between Plaintiffs and Defendants were actually performed; and the county in which Defendants,
5 or some of them, reside. Moreover, the unlawful acts alleged herein have a direct effect on Plaintiffs
6 and Aggrieved Employees in San Bernardino County, and Defendants employ Aggrieved
7 Employees in San Bernardino County.

8 **PAGA REPRESENTATIVE ALLEGATIONS**

9 13. Plaintiffs are “Aggrieved Employees” under PAGA, as Plaintiffs were employed by
10 Defendants during the PAGA Period and suffered the Labor Code violations set forth herein, even
11 if not in the precise exact fashion as other Aggrieved Employees. Accordingly, Plaintiffs seek to
12 recover civil penalties under PAGA, plus reasonable attorneys’ fees and costs, for Plaintiffs and all
13 other Aggrieved Employees of Defendants during the PAGA Period.

14 14. Specifically, Plaintiffs seek to recover PAGA civil penalties through a representative
15 action permitted by PAGA and the California Supreme Court in, among other authorities, *Arias v.*
16 *Superior Court* (2009) 46 Cal.4th 969. According to the same authorities, class certification of the
17 PAGA allegations described herein is not required.

18 15. Labor Code section 2699, subdivisions (a) and (g), authorizes Aggrieved Employees
19 such as Plaintiffs to bring a civil action to recover civil penalties pursuant to the procedures specified
20 in Labor Code section 2699.3 on behalf of Plaintiffs and all other Aggrieved Employees within the
21 PAGA Period.

22 16. Pursuant to Labor Code section 2699.3, on or around January 15, 2026, Plaintiffs
23 provided written notice of Defendants’ violation of various provisions of the Labor Code to the
24 LWDA online and by certified mail, with return receipt requested, to Defendants (“PAGA Notice”).

25 17. Pursuant to Labor Code section 2699.3, on or around April 13, 2026, Plaintiffs
26 provided a first amended written notice of Defendants’ violation of various provisions of the Labor
27 Code to the LWDA online and by certified mail, with return receipt requested, to Defendants (“First
28 Amended PAGA Notice”).

1 18. Pursuant to Labor Code section 2699.3, on or around April 24, 2026, Plaintiffs
2 provided a second amended written notice of Defendants' violation of various provisions of the
3 Labor Code to the LWDA online and by certified mail, with return receipt requested, to Defendants
4 ("Second Amended PAGA Notice").

5 19. Pursuant to Labor Code section 2699.3, on or around May 29, 2026, Plaintiffs
6 provided a third written amended notice of Defendants' violation of various provisions of the Labor
7 Code to the LWDA online and by certified mail, with return receipt requested, to Defendants ("Third
8 Amended PAGA Notice").

9 20. Pursuant to Labor Code section 2699.3, subdivision (a)(2)(A), the LWDA did not
10 provide notice of its intention to investigate Defendants' alleged violations within sixty-five (65)
11 calendar days of the PAGA Notice.

12 21. To the extent Defendants, or either of them, previously used the notice and cure
13 provision of Labor Code section 2699.3 within the last twelve months, under section 2699.3(d), then
14 Defendants, or those who have availed themselves of the cure provisions validly, are not eligible to
15 cure the violations discussed herein under section 2699.3 or otherwise use the early evaluation
16 conference process pursuant to section 2699.3(f).

17 22. In the event that Defendants, or either of them, is/are determined to have satisfied
18 sections 2699(g), 2699(h), or otherwise 2699(d)(1), Defendants, or any that is determined to have
19 satisfied sections 2699(g), 2699(h), is also, in the alternative, liable for civil penalties pursuant to
20 Labor Code sections 2699(j), 2699(e)(2), and 2699(f)(2).

21 23. In the event that Defendants, or either of them, is/are determined to have, prior to
22 this notice or a request for records pursuant to Labor Code section 226, 432, or 1198.5, from
23 Plaintiffs and/or Plaintiffs' counsel, adequately taken all reasonable steps to be in compliance with
24 all provisions identified in this notice, said defendant(s) is/are still liable for civil penalties pursuant
25 to section 2699(g)(1)-(3).

26 24. In the event that Defendants, or either of them is/are deemed to have adequately taken
27 all reasonable steps to be in compliance with all provisions identified in this notice within sixty (60)
28 days of receiving this notice, said defendant(s) is/are still liable for civil penalties pursuant to Labor

1 Code section 2699(h)(1)-(3).

2 25. In the event, the LWDA and/or a court issued a finding or determination to the
3 Defendants, or either of them, that within five (5) years preceding the date of the PAGA Notice the
4 policies or practices which gave rise to the violations alleged herein were unlawful, Defendants, or
5 any of them, would be subject to heightened penalties pursuant to Labor Code sections
6 2699(f)(2)(B)(i), 2699(g)(3) and 2699(h)(3) and **not** eligible for reduced penalties under either
7 Labor Code sections 2699(g) or 2699(h) for remedying violations either prior to or after the serving
8 of the PAGA Notice. Regardless, Plaintiffs allege Defendants' conduct giving rise to the violations
9 as detailed herein was and is malicious, fraudulent, and/or oppressive, particularly given, among
10 other reasons, Defendants have been sued for these violations in the past. Thus, Defendants, or any
11 of them, are further subject to increased penalties under Labor Code section 2699(f)(2)(B)(ii) and
12 lack eligibility for reduced penalties under either Labor Code sections 2699(g) or 2699(h).

13 **FACTUAL ALLEGATIONS**

14 26. Plaintiffs are informed and believe, and based thereon allege, that Defendants knew,
15 or should have known, that Plaintiffs and Aggrieved Employees are entitled to receive wages for all
16 time worked, including regular, overtime, and double times wages, and that Plaintiffs and Aggrieved
17 Employees were not receiving all wages owed for work that was required to be performed.

18 27. Plaintiffs are informed and believe, and based thereon alleges, that Defendants had
19 and have a policy or practice of requiring Plaintiffs and other Aggrieved Employees to work more
20 than eight (8) hours per day, forty (40) hours per week, and/or seven (7) straight workdays in a
21 workweek (in violation of Labor Code sections 551 and 552) without paying them proper overtime
22 wages.

23 28. Upon information and belief, Defendants failed to accurately track and/or pay for all
24 minutes actually worked by Plaintiffs and Aggrieved Employees at the proper rates of pay.
25 Defendants also engaged, suffered, or permitted Aggrieved Employees to work off the clock,
26 including, without limitation, by requiring Plaintiffs and Aggrieved Employees to complete pre-
27 shift tasks before clocking in, such as arriving early to complete paperwork and/or gather equipment
28 such as a walkie rider, bag, badge, and to secure company phones and functioning machines that

1 would allow them to perform their job and required quota due to the fact there were not enough
2 company phones or functioning machines for the amount of employees working the same shift.
3 Defendants also required Aggrieved Employees to suffer under Defendants' control by waiting in
4 long lines to clock in as there were many employees clocking in at the same time, and not enough
5 time clocks available.

6 29. Furthermore, Defendants failed to include all forms of remuneration, including shift
7 premiums (pay code "Shift Premium"), and other forms of remuneration into the regular rate of pay
8 during pay periods where overtime was worked.

9 30. In addition, Defendants failed to pay all overtime owed by attempting but failing to
10 properly implement an alternative workweek schedule ("AWS"), including, without limitation, by
11 failing to implement a written agreement designating the regularly scheduled alternative workweek
12 in which the specified number of work days and work hours are regularly recurring; failing to adopt
13 the AWS in a secret ballot election, before the performance of work, by at least a two-thirds (2/3)
14 vote of the affected employees in the work unit; failing to follow the notice/disclosures procedures
15 prior to any AWS election; and/or failing to register an AWS election with the State of California, as
16 required by Labor Code section 511 and applicable Wage Orders.

17 31. Plaintiffs are informed and believe, and based thereon allege, that Defendants
18 violated, without limitation, Labor Code sections 223, 510, 551, 552, 1197, 1182.12, and applicable
19 Wage Orders based on their continued failure to pay minimum and overtime wages for all hours
20 worked. Thus, Plaintiffs and other Aggrieved Employees are entitled to actual and liquidated
21 damages under, without limitation, Labor Code sections 1194, 1194.2, and 1198. Plaintiffs are
22 further informed and believe, and based thereon allege, that Defendants' conduct above gave rise to
23 such violations and was malicious, fraudulent, or oppressive. Defendants would also be liable for
24 civil penalties pursuant to Labor Code sections 210 (for failure to timely pay these wages), 558,
25 1197.1, 1198 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Defendants
26 would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

27 32. Plaintiffs are informed and believe, and based thereon alleges, that Defendants, and
28 each of them, had and have a policy or practice of compelling Plaintiffs and other Aggrieved

1 Employees during the PAGA Period to work every day in excess of five (5) and ten (10) hours per
2 day, without being afforded uninterrupted, timely, and complete 30-minute meal periods or
3 compensation in lieu thereof. By way of example, Defendants regularly denied Plaintiffs and
4 Aggrieved Employees lawful meal periods by, without limitation, interrupting meal periods; failing
5 to provide meal periods all together; not providing timely meal periods; failing to provide second
6 meal periods; requiring employees to monitor company phones during meal periods; and providing
7 short meal periods, including without limitation, meal periods that may appear on the record to be
8 30 minutes or longer but in practice were shorter than thirty minutes due to walking time to get to a
9 designated break area and time spent having to wait in line to clock back in. For example, Plaintiff
10 Smith and Plaintiff Warren had to cut meal periods short due to having to walk for approximately 6
11 minutes to the break area, and had to cut meal periods short due to being interrupted with new quota
12 requirements, as well as having to return to work in order to complete the newly required quota.
13 Plaintiff Smith and Plaintiff Warren, and upon information and belief, Aggrieved Employees, were
14 only provided with one meal period when they worked twelve hours or more. Furthermore, Plaintiff
15 Lincoln's meal periods were regularly interrupted by supervisors to discuss work performance and
16 quota demands. To further exemplify Defendant's violation of California law governing meal
17 periods, Plaintiff Warren was provided with a written warning for receiving a late meal period and
18 told that per Defendant's policy, he must waive his meal period if he is not able to take it before the
19 fifth hour of work. Defendant's policy fails to acknowledge that Plaintiffs are often unable to take
20 a timely meal period due to their workload and Defendant's quota demands. Consequently,
21 Plaintiffs are informed and believe, and based thereon allege, that Defendants violated Labor Code
22 sections 512 and 1198 each day for each Aggrieved Employee during the PAGA Period, and thus
23 each Aggrieved Employee was owed one hour of premium pay at their regular rate of pay for each
24 day worked during the PAGA Period under Labor Code section 226.7. However, Plaintiffs are
25 informed and believe that those premium payments under Labor Code section 226.7 were not made
26 for these non-compliant meal periods, either at all or at the proper regular rate of pay. Defendants
27 would thus be liable for civil penalties pursuant to Labor Code sections 210 (for failure to timely
28 pay these wages), 558, 1198 and 2699 for both failing to authorize the taking of compliant meal

1 periods and for failing to provide premium pay under Labor Code section 226.7, or injunctive relief
2 under sections 2699(e)(1) and 2699(k). Plaintiffs are further informed and believe, and based
3 thereon alleges, that Defendants' conduct that gave rise to such violations and was malicious,
4 fraudulent, or oppressive. As such, Defendants are further liable for civil penalties pursuant to Labor
5 Code section 2699(f)(2)(B)(ii).

6 33. Plaintiffs are informed and believe, and based thereon alleges, that Defendants
7 maintain policies or practices of compelling Plaintiffs and other Aggrieved Employees every day
8 to, including, without limitation, work over four-hour periods (or major fractions thereof) without
9 authorizing and permitting Plaintiffs and other Aggrieved Employees to take uninterrupted, timely,
10 and complete ten-minute rest periods in which the employees are completely relieved of all of their
11 duties. By way of example, Defendants regularly denied Plaintiffs and Aggrieved Employees lawful
12 rest periods by, without limitation, by interrupting rest breaks; by failing to provide rest periods all
13 together; failing to provide rest periods that were at least ten minutes in length, including rest periods
14 that may have encompassed a total of ten minutes but were in practice less than ten uninterrupted
15 minutes due to, without limitation, time spent having to ride the electric pallet jack to a charging
16 station and walking time to get to a designated break area, and otherwise requiring on-duty/on-call
17 rest periods. For example, Plaintiffs were often required to skip rest breaks altogether in order to
18 comply with the required quota for the day. Additionally, Plaintiffs were interrupted during rest
19 breaks to discuss work tasks as well as emergency replenishes and required to return to work, in
20 cases where the quota for the day increased. Plaintiffs and other Aggrieved Employees personally
21 suffered these violations. Consequently, Plaintiffs are informed and believe, and based thereon
22 alleges, that Defendants violated the applicable Wage Order(s) each day for each Aggrieved
23 Employee during the PAGA Period, and that, thus each Aggrieved Employee was owed one hour
24 of premium pay at their regular rate of pay for each day worked during the PAGA Period under
25 Labor Code section 226.7. However, Plaintiffs are informed and believe that those premium
26 payments under Labor Code section 226.7 were not made, either, for these non-compliant rest
27 periods, either at all or at the proper regular rate of pay, in violation of Labor Code sections 226.7
28 and 1198. Defendants would thus be liable for civil penalties pursuant to Labor Code sections 210

1 (for failure to timely pay these wages), 558, 1198 and 2699 for both failing to authorize the taking
2 of compliant rest periods and for failing to provide premium pay under Labor Code section 226.7,
3 or injunctive relief under sections 2699(e)(1) and 2699(k). Plaintiffs are further informed and
4 believes, and based thereon alleges, that Defendants' conduct above gave rise to such violations and
5 was malicious, fraudulent, or oppressive. As such, Defendants are further liable for civil penalties
6 pursuant to Labor Code section 2699(f)(2)(B)(ii).

7 34. As a result of, among other things, Defendants' herein-described policy or practice
8 of failing to: accurately record time; failing to pay overtime and minimum wages; failing to provide
9 meal periods; failing to provide rest periods; and failing to provide compensation in lieu of meal or
10 rest periods, as described above, and due to independent failures in connection therewith, Plaintiffs
11 are informed and believes, and based thereon alleges, that Defendants also intentionally failed and
12 continues to fail to furnish Plaintiffs and Aggrieved Employees with itemized wage statements that
13 accurately reflect: gross wages earned; total hours worked by the employee; net wages earned; the
14 inclusive dates of the period for which the employee is paid; the name of the employee and only the
15 last four digits of their social security number or an employee identification number other than a
16 social security number; all deductions; all applicable hourly rates in effect during the pay period and
17 the corresponding number of hours worked at each hourly rate by the employee; the legal name and
18 address of the employer, and other such information as required by Labor Code section 226,
19 subdivision (a). Specifically, Defendants intentionally failed to furnish employees with itemized
20 wage statements that accurately reflect the hours worked by Plaintiffs and other Aggrieved
21 Employees and the rates of pay at which they were or should have been paid; thus resulting in a
22 failure to reflect gross and net wages earned and paid at each rate, as well. Consequently, Plaintiffs
23 are informed and believe, and based thereon allege, that Defendants violated Labor Code sections
24 226, and 1198 each day for each Aggrieved Employee during the PAGA Period, and that, thus
25 Plaintiffs and each Aggrieved Employee personally suffered these violations and was owed
26 penalties under Labor Code section 226 for each pay period worked during the PAGA Period.
27 Plaintiffs are informed and believe that those penalties under Labor Code section 226 were not paid
28 for these violations of Labor Code section 226. Defendants would thus be liable for civil penalties

1 pursuant to Labor Code sections 226.3, 558, 1198, and 2699, or injunctive relief under sections
2 2699(e)(1) and 2699(k). Plaintiffs are further informed and believe, and based thereon allege, that
3 Defendants' conduct above gave rise to such violations and was malicious, fraudulent, or
4 oppressive. Thus, Defendants would further be liable for civil penalties pursuant to Labor Code
5 section 2699(f)(2)(B)(ii).

6 35. Plaintiffs are informed and believe, and based thereon allege, that Defendants also
7 willfully or intentionally failed and refused, and continue to fail and refuse, to timely pay
8 compensation to Plaintiffs and other terminated or resigned employees, including but not limited to,
9 failing to pay all overtime wages owed, including for failure to pay overtime wages owed; all
10 minimum wages owed; and all premium pay owed; as set forth above, among other things.
11 Consequently, Plaintiffs are informed and believe, and based thereon allege, that Defendants
12 violated Labor Code sections 201, 202, 203, and 1198 each pay period for each Aggrieved Employee
13 during the PAGA Period, and thus Plaintiffs and each Aggrieved Employee personally suffered
14 these violations and was owed penalties under Labor Code section 203 for each pay period worked
15 during the PAGA Period. However, Plaintiffs are informed and believe that those penalties under
16 Labor Code section 203 were not made for these violations of Labor Code sections 201, 202, and
17 203. Defendants would thus be liable for civil penalties pursuant to Labor Code sections 558, 1198
18 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(j). Plaintiffs are further informed
19 and believe, and based thereon alleges, that Defendants' conduct above gave rise to such violations
20 and was malicious, fraudulent, or oppressive. As such, Defendants would further be liable for civil
21 penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

22 36. Plaintiffs are informed and believe, and based thereon allege that Defendants also
23 failed and refused, and continue to fail and refuse, to reimburse employees, including, without
24 limitation, Plaintiffs and other Aggrieved Employees, with their costs incurred for the use of
25 personal cellular phones, in direct consequence of the discharge of their duties, or of their obedience
26 to the directions of Defendants, as required by Labor Code sections 1198, 2800, 2802, and other
27 statutory and common law offenses. For example, Plaintiff Warren was required to sign a text
28 message consent form to allow Defendants to communicate with him via his personal phone. As a

1 result, Plaintiffs and other Aggrieved Employees have personally suffered these violations and
2 Defendants are liable to reimburse Plaintiffs and other Aggrieved Employees for these costs
3 incurred in furtherance of work duties. Defendants would thus be liable for civil penalties pursuant
4 to Labor Code sections 558, 1198 and 2699, or injunctive relief under sections 2699(e)(1) and
5 2699(k). Plaintiffs are further informed and believes, and based thereon alleges, that Defendants'
6 conduct above gave rise to such violations and was malicious, fraudulent, or oppressive. As such,
7 Defendants would further be liable for civil penalties pursuant to Labor Code section
8 2699(f)(2)(B)(ii).

9 37. Plaintiffs are informed and believe, and based thereon allege that Defendants had and
10 have a policy or practice of failing to pay Aggrieved Employees their wages in accordance with
11 Labor Code Section 204, which requires that: "[l]abor performed between the 1st and 15th days,
12 inclusive, of any calendar month shall be paid for between the 16th and 26th day of the month during
13 which the labor was performed, and labor performed between the 16th and the last day, inclusive of
14 any calendar month, shall be paid for between the 1st and 10th day of the following month."
15 Plaintiffs are informed and believe and based thereon allege that Defendants did not and do not pay
16 Plaintiffs and other Aggrieved Employees all wages owed every day and every workweek in
17 accordance with Labor Code sections 204 and 1198. Plaintiffs are informed and believe, and based
18 thereon allege, that Defendants violated Labor Code section 204 and that Plaintiffs and other
19 Aggrieved Employees have personally suffered these violations. As such, Defendants would be
20 liable for civil penalties pursuant to Labor Code sections 210, 558, 1198 and 2699, or injunctive
21 relief under sections 2699(e)(1) and 2699(k). Plaintiffs are further informed and believe, and based
22 thereon allege, that Defendants' conduct above gave rise to such violations and was malicious,
23 fraudulent, or oppressive. Therefore, Defendants would further be liable for civil penalties pursuant
24 to Labor Code section 2699(f)(2)(B)(ii).

25 38. Plaintiffs are informed and believe, and based thereon allege, as follows: Defendants
26 knew or should have known it imposed systematic quota and production demands on Plaintiffs and
27 other Aggrieved Employees which violated the rights of Plaintiffs and Aggrieved Employees under
28 Labor Code sections 2100, *et seq.* Specifically, Plaintiffs are informed and believe and based

1 thereon alleges, that Defendants had a duty to ensure its production demands/quotas did not prevent
2 Plaintiffs and Aggrieved Employees from complying with laws pertaining to meal periods, rest
3 periods, bathroom breaks (including, without limitation, reasonable travel time to and from
4 bathroom facilities), and/or exposing them to safety or Occupational Safety and Health
5 Administration (“OSHA”) hazards. Defendants, or some of them, constitute a “covered employer”
6 and its warehouse employees are “covered employees.” Defendants, or some of them, implement
7 quotas as defined in Labor Code section 2100, subdivision (h) and subjects Plaintiffs and Aggrieved
8 Employees to adverse employment actions as defined in Labor Code section 2102. Furthermore,
9 Defendants, or some of them, willfully, knowingly, and intentionally established quotas that harmed
10 Plaintiffs and Aggrieved Employees all to increase Defendants’ profits without concern for
11 employee safety. Defendants, in fact, tracked meals, rest, and recovery periods, that were not
12 provided and did nothing to change its policies and practices. Defendants also restricted and
13 monitored the use of bathroom facilities and charged the time Plaintiffs and Aggrieved Employees
14 used the bathroom against their quota. In other words, Plaintiffs and Aggrieved Employees who
15 did not wait to use the restroom during meal or rest periods or before or after their shift, were
16 penalized for not meeting the quota either through reprimands, warnings, and termination.
17 Defendants maintained a point system designed to prevent Plaintiffs and Aggrieved Employees from
18 complying with California law as alleged in this Notice and systematically used to punish Plaintiffs
19 and Aggrieved Employees. Furthermore, Defendants prevented compliance with California’s meal
20 and rest break laws and failed to consider meal and rest breaks as productive time when Plaintiffs
21 and Aggrieved Employees were required to remain on call in violation of Labor Code section 2103,
22 subdivision (b). Plaintiffs and Aggrieved Employees were not permitted to take compliant meal
23 breaks, rest breaks, and/or rest and recovery periods when requested, due to Defendants’ unlawful
24 policy and practice to favor production goals over the rights of Plaintiffs and Aggrieved Employees.
25 Consequently, Plaintiffs and other Aggrieved Employees were not provided with meal periods (or
26 second meal periods); and/or authorized or permitted to take rest periods (including second or third
27 rest periods); and/or recovery periods; and Defendants’ policies prevented Aggrieved Employees
28 from taking these meals, rest and/or recovery periods as required by California law. Furthermore,

1 Defendants did not provide Plaintiffs and Aggrieved Employees a written description of each quota
2 that was applicable to Plaintiffs and Aggrieved Employees; maintained secret (undisclosed) quotas;
3 and failed to provide written disclosures each and every time quotas changed either seasonally,
4 daily, hourly, weekly and/or monthly. This includes the number of tasks to be performed or
5 materials that must be produced or handled within a time period, and any potential adverse
6 employment action that could result from failing to meet the quota. This information has not been
7 given by Defendants to Plaintiffs and Aggrieved Employees, including when hired, commencing on
8 January 1, 2022, to the present. Additionally, Defendants changed the “quota” regularly without
9 notice, as often as per pay period. Defendants were also required to provide a new written quota
10 disclosure each and every time the quota changed and failed to do so since the Notice was provided.
11 Defendants failed to produce Plaintiffs’ written quota disclosure upon written request pursuant to
12 Labor Code sections 2100 through 2112, and failed to provide written disclosures to Plaintiffs and
13 Aggrieved Employees, including new hires, since January 1, 2022, as well as to current employees
14 each time the quota changed. Defendants had and has a policy and practice of taking adverse
15 employment action against Plaintiffs and Aggrieved Employees for failing to meet a quota that does
16 not allow Plaintiffs and Aggrieved Employees to comply with meal and rest periods, or occupational
17 health and safety laws in the Labor Code or Division Standards, or for failure to meet a quota that
18 has not been disclosed to Plaintiffs and Aggrieved Employees pursuant to Labor Code section 2101.
19 Plaintiffs thus violated Labor Code sections 2100 through 2112. Plaintiffs and the Aggrieved
20 Employees personally suffered these violations, which in turn would entitle Plaintiffs and other
21 Aggrieved Employees to penalties prescribed by Labor Code sections 226 and 1198.5. Defendants
22 would also be liable for civil penalties pursuant to Labor Code sections 558, 1174.5, 1695.55, 1198
23 and 2699. Plaintiffs are further informed and believes, and based thereon alleges, that Defendants’
24 conduct above gave rise to such violations and was malicious, fraudulent, or oppressive, particularly
25 given, among other reasons, Defendants have been sued for these violations in the past. Thus,
26 Defendants would further be liable for civil penalties pursuant to Labor Code section
27 2699(f)(2)(B)(ii).

1 39. In addition to the above, Plaintiffs are informed and believe, and based thereon allege
2 that Defendants failed and continue to fail to keep adequate or accurate time records including wage
3 statements and similar payroll documents under Labor Code section 226, documents signed to
4 obtain or hold employment under Labor Code section 432, personnel records under Labor Code
5 section 1198.5, time records under Labor Code section 1174, making it difficult for Plaintiffs and
6 other Aggrieved Employees to calculate their unpaid wages and/or premium payments. Defendants
7 also failed to provide these documents to Plaintiffs and other Aggrieved Employees upon request
8 by Plaintiff Smith on December 12, 2025. Defendants failed to provide these documents to Plaintiff
9 Lincon upon request on February 20, 2026, and to Plaintiff Warren upon request on April 7, 2026,
10 in violation of these Labor Code sections. Plaintiff and the Aggrieved Employees personally
11 suffered these violations, which in turn would entitle Plaintiffs and other Aggrieved Employees to
12 penalties prescribed by Labor Code sections 226 and 1198.5. Defendants would also be liable for
13 civil penalties pursuant to Labor Code sections 558, 1174.5, and 2699. Plaintiffs are further
14 informed and believe, and based thereon allege, that Defendants' conduct above gave rise to such
15 violations and was malicious, fraudulent, or oppressive. Defendants would further be liable for civil
16 penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

17 40. Plaintiffs are further informed and believes, and based thereon allege that Defendants
18 failed and refused, and continue to fail and refuse, to comply with the notice requirements of Labor
19 Code section 2810.5 (*i.e.*, the Wage Theft Protection Act of 2011) by, among other things, failing
20 to provide Plaintiffs and other Aggrieved Employees with the rates of pay and overtime rates of pay
21 applicable to their employment; any allowances claimed as part of the minimum wage; the regular
22 payday designated by Defendants; the name of the employer, including any "doing business as"
23 names used by the employer; the physical address of the employer's main office and the telephone
24 number of the employer; the name, address and telephone number of the workers' compensation
25 insurance carrier; information regarding paid sick leave; and other pertinent information required to
26 be disclosed by Defendants under Labor Code section 2810.5. Plaintiffs are informed and believe
27 that Defendants' failure to provide such information, including rates of pay that are in effect, has
28 permitted Defendants to pay employees at rates of pay that were not agreed upon and violate

1 minimum wage and overtime wage laws in California. Plaintiffs are informed and believe that
2 Defendants violated Labor Code sections 1198 and 2810.5. Plaintiffs and other Aggrieved
3 Employees personally suffered these violations. Plaintiffs are further informed and believes, and
4 based thereon allege, that Defendants' conduct above gave rise to such violations and was malicious,
5 fraudulent, or oppressive. Among other relief, employees may collect from Defendants in
6 connection with these violations' civil penalties pursuant to Labor Code sections 558, 1198 and
7 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Defendants would further be liable
8 for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

9 41. Plaintiffs are is informed and believe, and based thereon allege, that Defendants,
10 including their agents, managers, superintendents, and/or officers, required Plaintiffs and/or
11 Aggrieved Employees to agree, in writing, to terms and conditions known by Defendants (and its
12 agents, managers, superintendents and/or officers) to be prohibited by law, including, without
13 limitation, terms known to be illegal in purported arbitration agreements, and other written
14 documents presented for signature and/or assent to Plaintiffs and/or Aggrieved Employees by
15 Defendants. Defendants also required Plaintiffs and Aggrieved Employees to inform prospective
16 employers of Defendants' restrictions of Plaintiffs' and Aggrieved Employees' freedom to work.
17 As a result, Plaintiffs are informed and believe that Defendants violated Labor Code sections 432.5
18 and 1198. As such, Plaintiffs are informed and believes, and based thereon allege, that Plaintiffs
19 and other Aggrieved Employees personally suffered these violations, and that Defendants violated,
20 without limitation, Labor Code section 432.5 and Government Code section 12952, entitling
21 Plaintiffs and other Aggrieved Employees to damages. Plaintiffs are further informed and believe,
22 and based thereon allege, that Defendants' conduct above gave rise to such violations and was
23 malicious, fraudulent, or oppressive. Defendants would also be liable for civil penalties pursuant to
24 Labor Code sections 432.5, 1198, and 2699, or injunctive relief under sections 2699(e)(1) and
25 2699(k). Defendants would further be liable for civil penalties pursuant to Labor Code section
26 2699(f)(2)(B)(ii).

27 42. Plaintiffs, in Plaintiffs' representative capacities, seek civil penalties under Labor
28 Code sections 210, 226.3, 558, 1174.5, 1197.1, and 2699 for the herein-described acts, which violate

1 the California Labor Code as described above, including on behalf of Plaintiffs and other Aggrieved
2 Employees pursuant to PAGA.

3 **FIRST AND ONLY CAUSE OF ACTION**

4 **(Civil Penalties Under the Private Attorneys' General Act (2004) – Against All Defendants)**

5 43. Plaintiffs re-allege and incorporate by reference all of the allegations set forth in the
6 preceding paragraphs as though fully set forth herein.

7 **Civil Penalties Under Labor Code § 210**

8 44. At all relevant times herein, Labor Code section 204, requires and required that:
9 “[l]abor performed between the 1st and 15th days, inclusive, of any calendar month shall be paid for
10 between the 16th and 26th day of the month during which the labor was performed, and labor
11 performed between the 16th and the last day, inclusive, of any calendar month, shall be paid for
12 between the 1st and 10th day of the following month.”

13 45. At all relevant times herein, Labor Code section 210, subdivision (a) states and stated
14 that “[i]n addition to, and entirely independent and apart from, any other penalty provided in this
15 article, every person who fails to pay the wages of each employee as provided in Sections 201.3,
16 204, 204b, 204.1, 205, 205.5, and 1197.5, shall be subject to a civil penalty as follows: (1) For any
17 initial violation, one hundred dollars (\$100) for each failure to pay each employee” and “(2) For
18 each subsequent violation, or any willful or intentional violation, two hundred dollars (\$200) for
19 each failure to pay each employee, plus 25 percent of the amount unlawfully withheld.”

20 46. At all relevant times herein, Defendants have had a consistent policy or practice of
21 failing to pay Plaintiffs and/or Aggrieved Employees during their employment on a timely basis as
22 per Labor Code section 204 including, without limitation, for the reasons and in a manner set forth
23 in the preceding paragraphs. Thus, pursuant to Labor Code section 210, Plaintiffs and other
24 Aggrieved Employees are entitled to recover as civil penalties injunctive relief and monetary civil
25 penalties in the amount of one hundred dollars (\$100) for each Aggrieved Employee for each initial
26 violation per employee, and two hundred dollars (\$200) for each failure to pay each employee, plus
27 25 percent of the amount unlawfully withheld for each Aggrieved Employee for each subsequent
28 violation in connection with each payment that was made in violation of Labor Code section 204.

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1 to recover underpaid wages;

2 (2) For each subsequent violation, one hundred dollars (\$100) for each underpaid
3 employee for each pay period for which the employee was underpaid in addition to
4 an amount sufficient to recover underpaid wages;

5 (3) Wages recovered pursuant to this section shall be paid to the affected employee.”

6 52. Plaintiffs are informed and believe, and based thereon allege, that Defendants, and
7 each of them, violated, or caused to be violated, the Labor Code sections and Wage Orders
8 regulating wages, hours and days of work described herein, including but not limited to Labor Code
9 sections 201-204, 223, 226.7, 510, 511, 512, 551, 552, 1182.12, 1194, 1197, 1198, and 2802.

10 53. As a direct and proximate result of the herein-described Labor Code violations,
11 pursuant to Labor Code section 558, Plaintiffs and other Aggrieved Employees are entitled to
12 recover civil penalties for Defendants’ herein-described Labor Code violations in the amount fifty
13 dollars (\$50) for each Aggrieved Employee per pay period for the initial violation, and one hundred
14 dollars (\$100) for each Aggrieved Employee per pay period for each subsequent violation.

15 Violation of Labor Code § 1174.5

16 54. At all times mentioned herein, Labor Code section 1174, subdivision (b) has
17 required every person employing labor in California to “[a]llow any member of the commission or
18 the employees of the Division of Labor Standards Enforcement free access to the place of business
19 or employment of the person to secure any information or make any investigation that they are
20 authorized by this chapter to ascertain or make. The commission may inspect or make excerpts,
21 relating to the employment of employees, from the books, reports, contracts, payrolls, documents,
22 or papers of the person.”

23 55. At all times mentioned herein, Labor Code section 1174, subdivision (c) has required
24 every person employing labor in California to “[k]eep a record showing the names and addresses of
25 all employees employed and the ages of all minors.”

26 56. At all times mentioned herein, Labor Code section 1174, subdivision (d) has required
27 every person employing labor in California to “[k]eep, at a central location in the state or at the
28 plants or establishments at which employees are employed, payroll records showing the hours

1 worked daily by and the wages paid to, and the number of piece-rate units earned by and applicable
2 piece rate paid to, employees employed at the respective plants or establishments. These records
3 shall be kept in accordance with rules established for this purpose by the commission, but in any
4 case, shall be kept on file for not less than three years. An employer shall not prohibit an employee
5 from maintaining a personal record of hours worked, or, if paid on a piece-rate basis, piece-rate units
6 earned.”

7 57. Pursuant to Labor Code section 1174.5, “[a]ny person employing labor who willfully
8 fails to maintain the records required by subdivision (c) of [Labor Code] Section 1174 or accurate
9 and complete records required by subdivision (d) of [Labor Code] Section 1174, or to allow any
10 member of the commission or employees of the division to inspect records pursuant to subdivision
11 (b) of [Labor Code] Section 1174, shall be subject to a civil penalty of five hundred dollars (\$500).

12 58. Plaintiffs are informed and believe, and based thereon allege, that Defendants have
13 willfully failed to keep adequate or accurate time records including wage statements and similar
14 payroll documents under Labor Code section 226, documents signed to obtain or hold employment
15 under Labor Code section 432, personnel records under Labor Code section 1198.5, and time records
16 under Labor Code section 1174.

17 59. As a direct and proximate result of the herein-described Labor Code violations,
18 pursuant to Labor Code section 1174.5, Plaintiffs and other Aggrieved Employees are entitled to
19 recover civil penalties for Defendants’ herein-described Labor Code violations in the amount of five
20 hundred dollars (\$500) per violation per pay period per Aggrieved Employee.

21 Violation of Labor Code § 1197.1

22 60. Pursuant to Labor Code section 1197.1, subdivision (a): “Any employer or other
23 person acting either individually or as an officer, agent, or employee of another person, who pays
24 or causes to be paid to any employee a wage less than the minimum fixed by an applicable state or
25 local law, or by an order of the commission shall be subject to a civil penalty, restitution of wages,
26 liquidated damages payable to the employee, and any applicable penalties imposed pursuant to
27 Section 203 as follows:

28 (1) For any initial violation that is intentionally committed, one hundred dollars

1 (\$100) for each underpaid employee for each pay period for which the
2 employee is underpaid. This amount shall be in addition to an amount
3 sufficient to recover underpaid wages, liquidated damages pursuant to Section
4 1194.2, and any applicable penalties imposed pursuant to Section 203.

5 (2) For each subsequent violation for the same specific offense, two hundred fifty
6 dollars (\$250) for each underpaid employee for each pay period for which the
7 employee is underpaid regardless of whether the initial violation is
8 intentionally committed. This amount shall be in addition to an amount
9 sufficient to recover underpaid wages, liquidated damages pursuant to Section
10 1194.2, and any applicable penalties imposed pursuant to Section 203.

11 (3) Wages, liquidated damages, and any applicable penalties imposed pursuant to
12 Section 203, recovered pursuant to this section shall be paid to the affected
13 employee.”

14 61. Plaintiffs are informed and believe, and based thereon allege, that Defendants caused
15 Plaintiffs and Aggrieved Employees not to be paid minimum wages as a result of Defendants
16 routinely failing to accurately track and/or pay for all minutes actually worked by Plaintiffs and
17 Aggrieved Employees at the proper rates of pay, as described above.

18 62. As a direct and proximate result of the herein-described Labor Code violations,
19 pursuant to Labor Code section 1197.1, Plaintiffs and other Aggrieved Employees are entitled to
20 recover civil penalties for Defendants’ herein-described Labor Code violations in the amount of one
21 hundred dollars (\$100) for each Aggrieved Employee per pay period for the initial violation, and
22 two hundred and fifty dollars (\$250) for each Aggrieved Employee per pay period for each
23 subsequent violation.

24 Civil Penalties Under Labor Code § 2699

25 63. Pursuant to Labor Code section 2699, subdivision (a), notwithstanding any other
26 provision of law, any provision of the Labor Code that provides for a civil penalty to be assessed
27 and collected by the LWDA or any of its departments, divisions, commissions, boards, agencies or
28 employees for a violation of the Labor Code may, as an alternative, be recovered through a civil

1 action brought by an Aggrieved Employee on behalf of himself or herself and other current or former
2 employees pursuant to the procedures specified in Labor Code section 2699.3.

3 64. Plaintiffs are informed and believe, and based thereon allege that Defendants, and
4 each of them, violated the Labor Code sections described in the preceding paragraphs.

5 65. As such, Plaintiffs and Aggrieved Employees is entitled to injunctive relief, one
6 hundred dollars (\$100) for each Aggrieved Employee for each pay period in the PAGA Period, and
7 two hundred dollars (\$200) for each Aggrieved Employee for each pay period in the PAGA Period
8 to the extent Defendants' conduct is found to be malicious, fraudulent and/or oppressive.

9 66. Moreover, Plaintiffs and other Aggrieved Employees within the State of California
10 whom Plaintiffs seek to represent are entitled to an award of reasonable attorneys' fees and costs in
11 connection with their herein-described claims for civil penalties.

12 **PRAYER**

13 **WHEREFORE**, on behalf of Plaintiffs and Aggrieved Employees, Plaintiffs pray for
14 judgment against Defendants as follows:

15 A. An award of civil penalties pursuant to Labor Code sections 210, 226.3, 558,
16 1174.5, 1197.1, and 2699;

17 B. An award of reasonable attorneys' fees and costs pursuant to Labor Code sections
18 210, 226.3, 558, 1174.5, 1197.1, and 2699;

19 C. For equitable, including, without limitation, injunctive relief;

20 C. Pre-judgment and post-judgment interest;

21 D. For costs of suit incurred herein; and;

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E. Such other and further relief as the Court deems just and proper.

Dated: August 19, 2026

BIBIYAN LAW GROUP, P.C.

BY: /s/ Sarah Cohen
SARAH COHEN
Attorney for Plaintiffs, HANNAH SMITH,
CALVIN LINCOLN and RONNIE WARREN
as Aggrieved Employees, and on behalf of all
other Aggrieved Employees