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Amanda Toste
Clerk of the Superior Court
By: Norma CastanedaMarquez, Deputy

LIDMAN LAW, APC
Scott M. Lidman (SBN 199433)
slidman@lidmanlaw.com
Milan Moore (SBN 308095)
mmoore@lidmanlaw.com
Tiara Gose-Hardy (SBN 323823)
tgose@lidmanlaw.com
2155 Campus Drive, Suite 150
El Segundo, California 90245
Tel: (424) 322-4772
Fax: (424) 322-4775

Attorneys for Plaintiff
VICTOR FLORES

HAINES LAW GROUP, APC
Paul K. Haines (SBN 248226)
phaines@haineslawgroup.com
2155 Campus Drive, Suite 180
El Segundo, California 90245
Tel: (424) 292-2350
Fax: (424) 292-2355

Attorneys for Plaintiff
VICTOR FLORES

ASSIGNED FOR ALL PURPOSES
Judge: Jamieson, Stephanie

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF MERCED

VICTOR FLORES, as an individual and on behalf of all other current and former Aggrieved Employees,

Plaintiff,

vs.

MCLANE/SUNEAST, INC., a Texas corporation; and DOES 1 through 100, inclusive,

Defendants.

Case No.: 26CV-02402

REPRESENTATIVE ACTION COMPLAINT:

(1) CIVIL PENALTIES UNDER THE PRIVATE ATTORNEYS GENERAL ACT (LABOR CODE § 2698 *et seq.*)

UNLIMITED CIVIL CASE

Plaintiff Victor Flores ("Plaintiff"), on behalf of himself and all other current and former Aggrieved Employees, hereby brings this Representative Complaint ("Complaint") against McLane/Suneast, Inc., a Texas corporation; and DOES 1 to 100, inclusive (collectively "Defendants"), and on information and belief alleges as follows:

JURISDICTION

1. Plaintiff, on behalf of himself and all other current and former Aggrieved Employees, hereby brings this Complaint for recovery of civil penalties under California Labor Code Private Attorneys General Act of 2004 ("PAGA"), Cal. Labor Code § 2698 *et seq.*. This Complaint is brought pursuant to California Code of Civil Procedure § 382. This Court has jurisdiction over Defendants' violations of the California Labor Code because the amount in controversy exceeds this Court's jurisdictional minimum.

VENUE

2. Venue is proper in this judicial district pursuant to Cal. Code of Civ. Proc. §§ 395(a) and 395.5, as at least some of the acts and omissions complained of herein occurred in the County of Merced. Defendants own, maintain offices, transact business, have agent(s) within the County of Merced, and/or otherwise are found within the County of Merced, and Defendants are within the jurisdiction of this Court for purposes of service of process.

PARTIES

3. Plaintiff is an individual over the age of eighteen (18). At all relevant times herein, Plaintiff was and currently is, a California resident. During the one year immediately preceding Plaintiff giving the required notice under the PAGA, and within the statute of limitations periods applicable to each cause of action pled herein, Plaintiff was employed by Defendants as a non-exempt employee.

4. Plaintiff is informed and believes, and based thereon alleges, that during the one year preceding Plaintiff giving the required notice under the PAGA, Defendants did (and continue to do) business as a wholesale grocery distributer. Defendants employed Plaintiff and other, similarly-situated non-exempt employees within, among other counties, Merced County and the state of California and, therefore, were (and are) doing business in Merced County and the State

of California.

5. Plaintiff does not know the true names or capacities, whether individual, partner, or corporate, of the defendants sued herein as DOES 1 to 100, inclusive, and for that reason, said defendants are sued under such fictitious names, and Plaintiff will seek leave from this Court to amend this Complaint when such true names and capacities are discovered. Plaintiff is informed, and believes, and based thereon alleges, that each of said fictitious defendants, whether individual, partners, or corporate, were responsible in some manner for the acts and omissions alleged herein, and proximately caused Plaintiff and other current and former Aggrieved Employees to be subject to the unlawful employment practices, wrongs, injuries and damages complained of herein.

6. Plaintiff is informed, and believes, and thereon alleges, that at all times mentioned herein, Defendants were and are the employers of Plaintiff and the aggrieved employees.

7. At all times herein mentioned, each of said Defendants participated in the doing of the acts hereinafter alleged to have been done by the named Defendants; and furthermore, the Defendants, and each of them, were the agents, servants, and employees of each and every one of the other Defendants, as well as the agents of all Defendants, and at all times herein mentioned were acting within the course and scope of said agency and employment. Defendants, and each of them, approved of, condoned, and/or otherwise ratified each and every one of the acts or omissions complained of herein.

8. At all times mentioned herein, Defendants, and each of them, were members of and engaged in a joint venture, partnership, and common enterprise, and acting within the course and scope of and in pursuance of said joint venture, partnership, and common enterprise. Further, Plaintiff alleges that all Defendants were joint employers for all purposes of Plaintiff and other aggrieved employees.

GENERAL FACTUAL ALLEGATIONS

9. Plaintiff was employed by Defendants as a Driver from approximately December 12, 2007 through about November 2025. Plaintiff was compensated on a piece-rate/activity basis.

10. During his employment with Defendants, Plaintiff was not paid all wages due to him. Specifically, Plaintiff's paid rest periods were not paid at the proper rate. Defendants'

policies/procedures set rest pay to preset flat rates rather than a workweek-specific average hourly rate, as required by California law. For example, for the pay period of August 10, 2025 through August 23, 2025, Plaintiff's 10-minute rest period payment was $4.25, while it should have been $9.10 based on total load-based and hourly earnings.

11. Defendants also used a flat rate of $38.39 or $41.43 when paying Plaintiff sick pay, which did not reflect his regular rate of pay. California Labor Code requires the sick leave rate to reflect either the regular rate of pay for the workweek in which leave is taken or a valid 90-day lookback average. As a result, Defendant's policies and/or practices fail to compensate at the correct sick leave rate.

12. During his employment with Defendants, Plaintiff was not reimbursed for all necessary business expenses incurred during the relevant time period. Specifically, Defendants required Plaintiff to use his personal cellular phone for various business purposes, such as dispatch instructions, route changes, questions from Defendants, human resources communications, and company announcements. These communications came from Defendants' dispatch, transportation, and human resources departments, as well as Defendants' president. Accordingly, despite the drivers being required to use their personal cellular phone for business purposes, Defendants did not reimburse Plaintiff or other drivers for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of their duties, or of their obedience to the directions of the employer in violation of California law.

13. As a result of Defendants' failure to pay all rest pay, Defendants maintained inaccurate payroll records and issued inaccurate wage statements to Plaintiff. Furthermore, Defendants also issued wage statements that failed to provide Plaintiff and other drivers with the total hours worked during the pay period, instead showing "Hours Worked: 0.0."

14. As a further result of Defendants' failure to pay all rest pay owed, Defendants failed to pay Plaintiff all wages owed upon his separation of employment with Defendants.

15. As a result of all of the aforementioned Labor Code violations, Defendants are liable for civil penalties under the Labor Code Private Attorney General Act.

/ /

FIRST CAUSE OF ACTION

LABOR CODE PRIVATE ATTORNEYS GENERAL ACT OF 2004

(AGAINST ALL DEFENDANTS)

16. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

17. Defendants have committed several Labor Code violations against Plaintiff and other Aggrieved Employees. Plaintiff, an "Aggrieved Employee" within the meaning of Labor Code § 2698 *et seq.*, acting on behalf of himself and other Aggrieved Employees, brings this representative action against Defendants to recover the civil penalties due to Plaintiff, the other aggrieved employees, and the State of California according to proof pursuant to Labor Code § 2699 (a) and (f) including, but not limited to: (1) $250.00 for each initial violation and $1,000.00 for each subsequent violation pursuant to Labor Code § 226.3 per employee per pay period; and/or (2) no less than $25.00 and up to $200.00 for each aggrieved employee per pay period pursuant to Labor Code § 2699(f) for those violations of the Labor Code for which no civil penalty is specifically provided, based on the following Labor Code violations:

a) Defendants violated Labor Code § 246(l) by failing to pay Plaintiff and other aggrieved employees all sick pay owed;

b) Defendants violated Labor Code §§ 226.2, 226.7, 516, and 558 by failing to provide all pay owed for paid rest periods to Plaintiff and other aggrieved employees;

c) Defendants violated Labor Code §§ 201, 202 and 203 by failing to timely pay all final wages due to Plaintiff and other aggrieved employees;

d) Defendants violated Labor Code § 226 et seq. by failing to issue accurate, itemized wage statements to Plaintiff and other aggrieved employees;

e) Defendants violated Labor Code § 2802 by failing to reimburse Plaintiff and other aggrieved employees for all necessary expenditures incurred; and

f) Defendants violated Labor Code § 1174 by failing to maintain accurate records on behalf of Plaintiff and other aggrieved employees.

/ /

18. On February 11, 2026 Plaintiff notified Defendants via certified mail, and the California Labor and Workforce Development Agency ("LWDA") via e-mail, of Defendants' violations of the California Labor Code and Plaintiff's intent to bring a claim for civil penalties under California Labor Code *§ 2698 et seq.* with respect to violations of the California Labor Code identified in Paragraph 20 (a)-(f). Attached hereto as **Exhibit 1** is a true and correct copy of the February 11, 2026 correspondence. Now that sixty-five days have passed from Plaintiff notifying Defendants of these violations, Plaintiff has exhausted his administrative requirements for bringing a claim under the Labor Code Private Attorneys General Act with respect to these violations.

19. Plaintiff was compelled to retain the services of counsel to file this court action to protect his interests and the interests of other aggrieved employees, and to assess and collect the civil penalties owed by Defendants. Plaintiff has thereby incurred attorneys' fees and costs, which he is entitled to recover under California Labor Code § 2699(g).

PRAYER

WHEREFORE, Plaintiff prays for judgment for himself and for all others on whose behalf this suit is brought against Defendants, as follows:

1. Upon the First Cause of Action, for civil penalties due to Plaintiff, other aggrieved employees, and the State of California according to proof pursuant to Labor Code §§ 558 and 2699(a) and (f) including, but not limited to: (1) $100.00 for each initial violation for each failure to pay each employee and $200.00 for each subsequent violation or willful or intentional violation pursuant to Labor Code § 210 for each failure to pay each employee, plus 25% of the amount unlawfully withheld; (2) $250.00 for each initial violation and $1,000.00 for each subsequent violation pursuant to Labor Code § 226.3 per employee per pay period; (3) $50.00 for each initial violation and $100.00 for each subsequent violation pursuant to Labor Code § 558 per employee per pay period; (4) no less than $5,000.00 and up to $25,000.00 for each violation pursuant to Labor Code § 226.8(b) and (c); and/or (5) no less than $25.00 and up to $200.00 for each aggrieved employee per pay period for those violations of the Labor Code for which no civil penalty is specifically provided, based on the Labor Code violations cited in Paragraph 16 (a)-(f)

above;

2. Prejudgment interest on all due and unpaid wages pursuant to California Labor Code § 218.6 and Civil Code §§ 3287 and 3289;

3. Upon the First Cause of Action, for attorneys' fees and costs as provided by Labor Code § 218.5 and Code of Civil Procedure § 1021.5 and all other applicable statutes; and

4. For such other and further relief the Court may deem just and proper.

Dated: April 20, 2026

Respectfully submitted,
LIDMAN LAW, APC

By: ______________________________
Scott M. Lidman
Milan Moore
Tiara Gose-Hardy

Attorneys for Plaintiff
VICTOR FLORES

EXHIBIT 1

EXHIBIT 1

LIDMAN LAW
2155 Campus Drive, Suite 150, El Segundo, CA 90245
Office: (424) 322-4772
Fax: (424) 322-4775

February 11, 2026

VIA LWDA WEBSITE
Labor and Workforce Development Agency
Attn: PAGA Administrator
1515 Clay Street, Suite 801
Oakland, CA 94612

VIA U.S. CERTIFIED MAIL – RETURN RECEIPT REQUESTED
McLane/Suneast, Inc., a Texas corporation
c/o 1505 Corporation – CT Corporation System, Amanda Garcia
330 N. Brand Blvd.
Glendale, CA 91203

Re: *Victor Flores v. McLane/Suneast, Inc., a Texas corporation*

To Whom It May Concern:

Please be advised that this law firm represents Victor Flores in claims arising from his employment with McLane/Suneast, Inc., a Texas corporation ("Defendant"). Mr. Flores is an "aggrieved employee" as defined by Labor Code sections 2699, *et seq*. due to Defendant's numerous violations of the Labor Code as set forth below. The purpose of this letter is to comply with Labor Code section 2699.3, which requires aggrieved employees to notify their employer and the Labor and Workforce Development Agency ("LWDA") of the specific provisions of the Labor Code allegedly violated.

For purposes of this letter, an "aggrieved employee" should be considered to include all current and former drivers in California who worked, at least in part, during the one year immediately preceding the date of this letter through the date of trial, the date judgment is entered, the date of settlement and/or other date approved by the Court.

Mr. Flores, a former driver, was employed by Defendant from approximately December 12, 2007 through about November 2025. During his employment with Defendant, Mr. Flores was compensated on a piece-rate/activity basis.

During Mr. Flores's employment with Defendant, he and other drivers were not paid for all time worked. Specifically, Mr. Flores's paid rest periods were not paid at the proper rate. Defendant's policies/procedures set rest pay to preset flat rates, rather than a workweek-specific average hourly rate, as required by California law. For example, for the pay period of August 10, 2025 through August 23, 2025, Mr. Flores's 10-minute rest period payment was $4.25, while it should have been $9.10 based on total load-based and hourly earnings.

Further, Defendant used a flat rate of $38.39 or $41.43 when paying Mr. Flores sick pay, which did not reflect his regular rate of pay. This is in contradiction to California Labor Code, which requires the sick leave rate to reflect either the regular rate of pay for the workweek in which leave is taken or a valid 90-day lookback average. Several pay periods reflect Mr. Flores's total weekly earnings and hours that would produce a regular rate above the flat benefit rate that Defendant used. As a result of Defendant's policies and/or practices that fail to compensate at the correct sick leave rate, Mr. Flores and Defendant's other drivers were deprived of all required sick leave wages.

Throughout his employment with Defendant, Mr. Flores was not reimbursed for all necessary business expenses incurred during the relevant time period. Specifically, Defendant required Mr. Flores to use his personal cellular phone for various business purposes, such as dispatch instructions, route changes, questions from Defendant, human resources communications, and company announcements. These communications came from Defendant' dispatch, transportation, and human resources departments, as well as Defendant' president. Accordingly, despite the drivers being required to use their personal cellular phone for business purposes, Defendant did not reimburse Mr. Flores or other drivers for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of their duties, or of their obedience to the directions of the employer in violation of California law.

As a result of Defendant's failure to pay all rest pay and sick leave wages, Defendant maintained inaccurate payroll records and issued inaccurate wage statements to Mr. Flores. Defendant also failed to provide Mr. Flores and other drivers with wage statements that included total hours worked during the pay period.

As a further result of Defendant's failure to pay all sick pay and res period pay, Defendant failed to pay all wages owed to Mr. Flores and other formerly employed drivers at the separation of their employment.

As described above, Defendant committed the following violations of the Labor Code and Industrial Welfare Commission Wage Order No. 9 ("Wage Order 9"):

<u>Sick Pay Violations</u>

Defendant was required to calculate paid sick leave for non-exempt employees in the same manner as the regular rate of pay for the workweek in which the employee used paid sick time. *See* Labor Code § 246(l). Defendant failed to pay Mr. Flores and other aggrieved employees sick leave wages at the regular rate of pay. As alleged above, Defendant failed to pay Mr. Flores all sick leave wages owed. As a result of Defendant's policies and/or practices that fail to sick leave pay at the regular rate of pay, Mr. Flores and other aggrieved employees were deprived of all required sick leave wages earned.

<u>Rest Pay Violations</u>

Defendant failed to pay all rest period pay to Mr. Flores and Aggrieved Employees. *See* Labor Code §§ 226.2, 226.7 and 516; Wage Order 9, § 12. As alleged above, Defendant's rest period policies/practices fail to pay rest periods at the regular rate of pay. As a result, Mr. Flores and other Aggrieved Employees are owed additional wages for each occasion in which they were not paid at their regular rate of pay. *See* Labor Code § 226.2 (Employees compensated on a piece-rate basis "shall be compensated for rest and recovery periods at a regular hourly rate that is no less than the higher of (i) an average hourly rate determined by dividing the total compensation for the workweek, exclusive of compensation for rest and recovery periods and any premium compensation for overtime, by the total hours worked during the workweek, exclusive of rest and recovery periods, or (ii) the applicable minimum wage.")

<u>Waiting Time Penalties</u>

Labor Code §§ 201 and 202 require that employees receive all of their final wages at the time of their separation of employment. Defendant failed to timely pay Mr. Flores and other aggrieved employees all of their final wages at the time of separation, which included, rest period pay.

<u>Wage Statement Violations</u>

Defendant knowingly and intentionally, as a matter of uniform practice and policy, failed to furnish Mr. Flores and other aggrieved employees with accurate and complete, itemized wage statements that included, among other requirements, all rest period pay in violation of Labor Code § 226 *et seq*. Defendant also failed to show total hours worked on wage statements. Defendant's failure to furnish Mr. Flores and other aggrieved employees with complete and accurate, itemized wage statements resulted in actual injury, as said failures led to, among other things, the non-payment of all rest period pay, and deprived them of the information necessary to identify whether they were properly paid and discrepancies in Defendant's reported data.

<u>Failure to Reimburse Necessary Expenditures</u>

As described above, Defendant required Mr. Flores and other Aggrieved Employees to use their personal cellular phone to discharge their duties. Accordingly, despite the Aggrieved Employees being required to use their personal cellular phone, Defendant did not reimburse Mr. Flores or other Aggrieved employees for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of their duties, or of their obedience to the directions of the employer in violation of California law. Defendant's policy of not providing reimbursement for necessary work-related expenses is in violation of Wage Order 9, and Labor Code §§ 2802 and 2804 ("An employer shall indemnify his or her employees for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or obedience to the directions of the employer.") Mr. Flores and other Aggrieved Employees are therefore entitled to reimbursement of such unpaid work expenses with interest.

As an "aggrieved employee," Mr. Flores will initiate a civil action on behalf of himself and other Aggrieved Employees to recover damages, statutory penalties, and civil penalties resulting from the wage and hour violations alleged herein. Based on Mr. Flores's own investigation, and on information and belief, Defendant committed the following Labor Code violations:

a) Defendant violated Labor Code § 246(l) by failing to pay Mr. Flores and other aggrieved employees all sick pay owed;

b) Defendant violated Labor Code §§ 226.2, 226.7, 516, and 558 by failing to provide all pay owed for paid rest periods to Mr. Flores and other aggrieved employees;

c) Defendant violated Labor Code §§ 201, 202 and 203 by failing to timely pay all final wages due to Mr. Flores and other aggrieved employees; and

d) Defendant violated Labor Code § 226 *et seq*. by failing to issue accurate, itemized wage statements to Mr. Flores and other aggrieved employees;

e) Defendant violated Labor Code § 2802 by failing to reimburse Mr. Flores and other aggrieved employees for all necessary expenditures incurred;

f) Defendant violated Labor Code § 1174 by failing to maintain accurate records on behalf of Mr. Flores and other aggrieved employees.

Pursuant to Labor Code section 2699.3(a)(2)(A), please notify us and Defendant if the LWDA intends to investigate these alleged violations of the Labor Code. Please contact me should you require additional information.

Respectfully,

LIDMAN LAW, APC

Tiara Gose-Hardy

Tiara Gose-Hardy