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

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Attorneys for Plaintiff
VICTOR FLORES

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF MERCED

VICTOR FLORES, as an individual and on
behalf of all others similarly situated,

Plaintiff,

vs.

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

Defendants.

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,

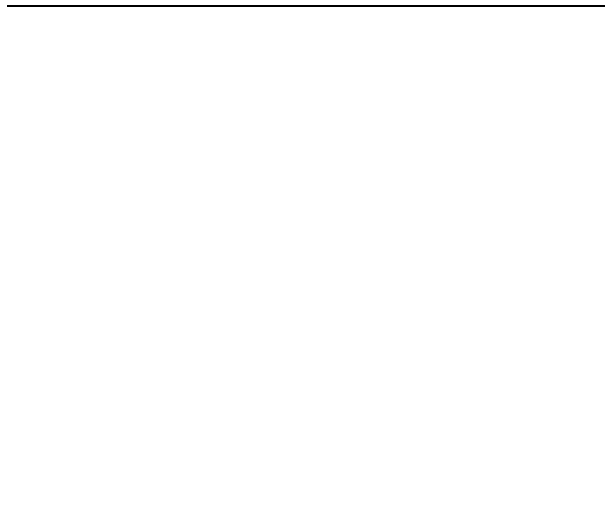
Defendants.

Case No.: 26CV-01156
Consolidated with Case No.: 26CV-02402

**CONSOLIDATED FIRST AMENDED
CLASS AND REPRESENTATIVE
ACTION COMPLAINT:**

- (1) FAILURE TO AUTHORIZE AND PERMIT ALL REST PERIODS (LABOR CODE §§ 226.2, 226.7, 516, 558);**
- (2) FAILURE TO PAY ALL WAGES OWED UPON TERMINATION (LABOR CODE §§ 201-203);**
- (3) FAILURE TO PROVIDE ACCURATE, ITEMIZED WAGE STATEMENTS (LABOR CODE § 226 ET SEQ.);**
- (4) FAILURE TO REIMBURSE NECESSARY BUSINESS EXPENSES (LABOR CODE § 2802);**

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- (5) **UNFAIR COMPETITION (BUS & PROF CODE § 17200 *et seq.*); and**
- (6) **CIVIL PENALTIES UNDER THE PRIVATE ATTORNEYS GENERAL ACT (LABOR CODE § 2698 *et seq.*)**
- DEMAND FOR JURY TRIAL
UNLIMITED CIVIL CASE**

1 Plaintiff Victor Flores ("Plaintiff"), on behalf of himself and all others similarly situated,
2 hereby brings this Consolidated First Amended Class and Representative Action Complaint
3 ("CFAC") against McLane/Suneast, Inc., a Texas corporation; and DOES 1 to 100, inclusive
4 (collectively "Defendants"), and on information and belief alleges as follows:

5 **JURISDICTION**

6 1. Plaintiff, on behalf of himself and all others similarly situated, hereby brings this
7 lawsuit for recovery of unpaid wages, interest, and penalties under California Business &
8 Professions Code § 17200 *et. seq.*, Labor Code §§ 201-203, 226 *et seq.*, 226.2, 226.7, 516, 558,
9 2698 *et seq.*, 2802, and Industrial Welfare Commission Wage Order 9 ("Wage Order 9"), in
10 addition to seeking declaratory relief and restitution. This lawsuit is brought pursuant to California
11 Code of Civil Procedure § 382. This Court has jurisdiction over Defendants' violations of the
12 California Labor Code because the amount in controversy exceeds this Court's jurisdictional
13 minimum.

14 **VENUE**

15 2. Venue is proper in this judicial district pursuant to Cal. Code of Civ. Proc. §§
16 395(a) and 395.5, as at least some of the acts and omissions complained of herein occurred in the
17 County of Merced. Defendants own, maintain offices, transact business, have agent(s) within the
18 County of Merced, and/or otherwise are found within the County of Merced, and Defendants are
19 within the jurisdiction of this Court for purposes of service of process.

20 **PARTIES**

21 3. Plaintiff is an individual over the age of eighteen (18). At all relevant times herein,
22 Plaintiff was and currently is, a California resident. During the four years immediately preceding
23 the filing of the lawsuit in this action and within the statute of limitations periods applicable to
24 each cause of action pled herein, Plaintiff was employed by Defendants as a non-exempt
25 employee. Plaintiff was, and is, a victim of Defendants' policies and/or practices complained of
26 herein, lost money and/or property, and has been deprived of the rights guaranteed by Labor Code
27 §§ 201-203, 226 *et seq.*, 226.2, 226.7, 516, 558, 2698 *et seq.*, and 2802; California Business &
28 Professions Code § 17200 *et seq.* ("Unfair Competition Law"); and Wage Order 9, which sets

employment standards for the Transportation Industry, which includes the industry in which Plaintiff worked for Defendants.

4. Plaintiff is informed and believes, and based thereon alleges, that during the four years preceding the filing of the lawsuit and continuing to the present, Defendants did (and continue to do) business as a wholesale grocery distributor. 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 CFAC 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 the Classes (as defined in Paragraph 15) 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 all members of the Classes.

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,

1 Plaintiff alleges that all Defendants were joint employers for all purposes of Plaintiff and all
2 members of the Classes.

3 **GENERAL FACTUAL ALLEGATIONS**

4 9. Plaintiff was employed by Defendants as a Driver from approximately December
5 12, 2007 through about November 2025. Plaintiff was compensated on a piece-rate/activity basis.

6 10. During his employment with Defendants, Plaintiff was not paid all wages due to
7 him. Specifically, Plaintiff's paid rest periods were not paid at the proper rate. Defendants'
8 policies/procedures set rest pay to preset flat rates, rather than a workweek-specific average
9 hourly rate, as required by California law. For example, for the pay period of August 10, 2025
10 through August 23, 2025, Plaintiff's 10-minute rest period payment was \$4.25, while it should
11 have been \$9.10 based on total load-based and hourly earnings.

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

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

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

28 14. 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.

CLASS ACTION ALLEGATIONS

15. **Class Definitions:** Plaintiff brings this action on behalf of himself and the following Classes pursuant to § 382 of the Code of Civil Procedure:

- a. The Rest Pay Class consists of all of Defendants' current and former drivers in California who received pay for rest periods during the four years preceding the filing of the lawsuit through the present.
- b. The Waiting Time Penalty Class consists of all members of the Rest Pay Class who separated their employment with Defendants at any time during the four years preceding the filing of the lawsuit through the present.
- c. The Wage Statement Class consists of all members of the Rest Pay Class during the one year immediately preceding the filing of the lawsuit through the present.
- d. The Reimbursement Class consists of all of Defendants' current and former drivers who worked in California and used their personal cellular phones in connection with the discharge of their work duties at any time during the four years preceding the filing of the lawsuit through the present.
- e. The UCL Class consists of members of the (i) Rest Pay Class; (ii) Waiting Time Penalty Class; and/or (iii) Reimbursement Class at any time during the four years preceding the filing of this lawsuit through the present.

16. Plaintiff reserves the right under Rule 3.765(b) of the California Rules of Court, to amend or modify the description of the various classes with greater specificity or further division into subclasses or limitation to particular issues.

17. **Numerosity/Ascertainability:** The members of the Classes are so numerous that joinder of all members would be unfeasible and not practicable. The membership of the Classes is unknown to Plaintiff at this time; however, it is estimated that the members of the Classes number greater than one hundred thirty (130) individuals. The identity of such membership is readily ascertainable via inspection of Defendants' employment records.

18. **Common Questions of Law and Fact Predominate/Well Defined Community**

of Interest: There are common questions of law and fact as to Plaintiff and all other similarly situated employees, which predominate over questions affecting only individual members. Those common questions include, without limitation:

- i. Whether Defendants properly paid rest periods to members of the Rest Pay Class pursuant to Labor Code §§ 226.7 and 516;
- ii. Whether Defendants paid all wages owed to their terminated/separated employees at the time of said termination/separation pursuant to Labor Code §§ 201-203;
- iii. Whether Defendants furnished legally compliant wage statements to members of the Wage Statement Class pursuant to Labor Code § 226;
- iv. Whether Defendants properly reimbursed the members of the Reimbursement Class for all necessary business expenses incurred pursuant to Labor Code § 2802; and
- v. Whether Defendants engaged in unlawful, unfair, illegal, and/or deceptive business practices by and through the wage and hour policies and practices described above, and whether as a result Defendants owe the classes restitution.

19. **Predominance of Common Questions:** Common questions of law and fact predominate over questions that affect only individual members of the Classes. The common questions of law set forth above are numerous and substantial and stem from Defendants' policies and/or practices applicable to each individual class member, such as Defendants' uniform rest pay and reimbursement policies/practices. As such, the common questions predominate over individual questions concerning each individual class member's showing as to their eligibility for recovery or as to the amount of their damages.

20. **Typicality:** The claims of Plaintiff are typical of the claims of the Classes because Plaintiff was employed by Defendants as a driver in California during the statute(s) of limitations period applicable to each cause of action pled in the lawsuit. As alleged herein, Plaintiff, like the members of the Classes, was not provided all rest pay, was not reimbursed for all necessary business expenses, was not provided with all wages due upon termination, and did not receive accurate, itemized wage statements.

1 21. **Adequacy of Representation:** Plaintiff is fully prepared to take all necessary steps
2 to represent fairly and adequately the interests of the members of the Classes. Moreover,
3 Plaintiff's attorneys are ready, willing and able to fully and adequately represent the members of
4 the Classes and Plaintiff. Plaintiff's attorneys have prosecuted and defended numerous wage-
5 and-hour class actions in state and federal courts in the past and are committed to vigorously
6 prosecuting this action on behalf of the members of the Classes.

7 22. **Superiority:** The California Labor Code is broadly remedial in nature and serves
8 an important public interest in establishing minimum working conditions and standards in
9 California. These laws and labor standards protect the average working employee from
10 exploitation by employers who have the responsibility to follow the laws and who may seek to
11 take advantage of superior economic and bargaining power in setting onerous terms and
12 conditions of employment. The nature of this action and the format of laws available to Plaintiff
13 and members of the Classes make the class action format a particularly efficient and appropriate
14 procedure to redress the violations alleged herein. If each employee were required to file an
15 individual lawsuit, Defendants would necessarily gain an unconscionable advantage since they
16 would be able to exploit and overwhelm the limited resources of each individual plaintiff with
17 their vastly superior financial and legal resources. Moreover, requiring each member of the
18 Classes to pursue an individual remedy would also discourage the assertion of lawful claims by
19 employees who would be disinclined to file an action against their former and/or current employer
20 for real and justifiable fear of retaliation and permanent damages to their careers at subsequent
21 employment. Further, the prosecution of separate actions by the individual class members, even
22 if possible, would create a substantial risk of inconsistent or varying verdicts or adjudications
23 with respect to the individual class members against Defendants herein; and which would
24 establish potentially incompatible standards of conduct for Defendants; and/or legal
25 determinations with respect to individual class members which would, as a practical matter, be
26 dispositive of the interest of the other class members not parties to adjudications or which would
27 substantially impair or impede the ability of the class members to protect their interests. Further,
28 the claims of the individual members of the Classes are not sufficiently large to warrant vigorous

individual prosecution considering all of the concomitant costs and expenses attending thereto. As such, the Classes identified in Paragraph 15 are maintainable as a Class under § 382 of the Code of Civil Procedure.

FIRST CAUSE OF ACTION

FAILURE TO PROPERLY PAY REST PERIODS

(AGAINST ALL DEFENDANTS)

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

24. Wage Order 9, § 12 and California Labor Code §§ 226.7 and 516 establish the right of employees to be authorized and permitted to take a paid rest period of at least ten (10) minutes net rest time for each four (4) hour period worked, or *major fraction thereof*. California Labor Code § 226.2(3)(A) requires that 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.

25. As alleged herein, Defendants failed to pay Plaintiff and other drivers 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.

26. The foregoing violations create an entitlement to recovery by Plaintiff and members of the Rest Pay Class in a civil action for the unpaid amount of rest period pay owing, including interest thereon, as well as statutory penalties, civil penalties, and costs of suit according to California Labor Code §§ 226.7, 516, 558, Wage Order 9, California Code of Civil Procedure § 1021.5, and Civil Code §§ 3287(b) and 3289.

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SECOND CAUSE OF ACTION

FAILURE TO PAY ALL WAGES OWED UPON TERMINATION

(AGAINST ALL DEFENDANTS)

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

28. This cause of action is brought pursuant to Labor Code §§ 201-203 which require an employer to pay all wages immediately at the time of termination of employment in the event the employer discharges the employee or the employee provides at least 72 hours of notice of his/her intent to quit. In the event the employee provides less than 72 hours of notice of his/her intent to quit, said employee's wages become due and payable not later than 72 hours upon said employee's last date of employment.

29. Defendants failed to timely pay Plaintiff all of his final wages at the time of termination, which include, among other things, underpaid rest period pay. Further, Plaintiff is informed and believes, and based thereon alleges, that as a matter of uniform policy and practice, Defendants continue to fail to pay members of the Waiting Time Penalty Class all earned wages at the end of employment in a timely manner pursuant to the requirements of Labor Code §§ 201-203. Defendants' failure to pay all final wages was willful within the meaning of Labor Code § 203.

30. Defendants' willful failure to timely pay Plaintiff and the members of the Waiting Time Penalty Class their earned wages upon separation from employment results in a continued payment of wages up to thirty (30) days from the time the wages were due. Therefore, Plaintiff and members of the Waiting Time Penalty Class are entitled to compensation pursuant to Labor Code § 203, plus reasonable attorneys' fees and costs of suit.

THIRD CAUSE OF ACTION

FAILURE TO PROVIDE ACCURATE, ITEMIZED WAGE STATEMENTS

(AGAINST ALL DEFENDANTS)

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

32. Plaintiff is informed and believes, and based thereon alleges, that Defendants knowingly and intentionally, as a matter of uniform policy and practice, failed to furnish Plaintiff

1 and members of the Wage Statement Class with complete and accurate wage statements with
2 respect to their

3 33. rest pay, all in violation of Labor Code § 226 *et seq.*

4 34. Plaintiff is also informed and believes, and based thereon alleges, that Defendants
5 issued wage statements that failed to provide Plaintiff and other drivers with the total hours
6 worked during the pay period, instead showing “Hours Worked: 0.0.”

7 35. Defendants’ failures in furnishing Plaintiff and members of the Wage Statement
8 Class with complete and accurate itemized wage statements resulted in actual injury, as said
9 failures led to, among other things, unpaid rest period pay, and deprived them of the information
10 necessary to identify whether they were properly paid and discrepancies in Defendants’ reported
11 data.

12 36. Defendants’ failures create an entitlement to recovery by Plaintiff and members of
13 the Wage Statement Class in a civil action for all damages and/or penalties pursuant to Labor
14 Code § 226 *et seq.*, including statutory penalties, civil penalties, reasonable attorneys’ fees, and
15 costs of suit according to California Labor Code § 226 *et seq.*

16 **FOURTH CAUSE OF ACTION**

17 **FAILURE TO INDEMNIFY ALL NECESSARY BUSINESS EXPENDITURES**
18 **(AGAINST ALL DEFENDANTS)**

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

20 38. This cause of action is brought pursuant to Labor Code § 2802, which requires an
21 employer to “indemnify his or her employees for all necessary expenditures or losses incurred by
22 the employee in direct consequence of the discharge of his or her duties, or of his or her obedience
23 to the directions of the employer.”

24 39. As alleged herein, and due to their unlawful reimbursement policies and/or
25 practices, Defendants failed to indemnify Plaintiff and the members of the Reimbursement Class
26 all of their necessary business expenses, including, among other things, expenses related to their
27 use of their personal cellular phones.

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1 40. As a proximate result of Defendants' failure to indemnify Plaintiff and the
2 members of the Reimbursement Class for their necessary business expenses incurred, Plaintiff
3 and members of the Reimbursement Class are entitled to damages, attorneys' fees and costs of
4 suit, and interest thereon, in sums to be shown according to proof at trial, pursuant to Labor Code
5 § 2802.

6 **FIFTH CAUSE OF ACTION**
7 **UNFAIR COMPETITION**
8 **(AGAINST ALL DEFENDANTS)**

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

10 42. Defendants have engaged and continue to engage in unfair and/or unlawful
11 business practices in California in violation of California Business and Professions Code § 17200
12 *et seq.*, by failing to pay all rest period pay.

13 43. Defendants' utilization of these unfair and/or unlawful business practices deprived
14 Plaintiff and continues to deprive members of the Classes of compensation to which they are
15 legally entitled, constitutes unfair and/or unlawful competition, and provides an unfair advantage
16 over Defendants' competitors who have been and/or are currently employing workers and
17 attempting to do so in honest compliance with applicable wage and hour laws.

18 44. Because Plaintiff is a victim of Defendants' unfair and/or unlawful conduct alleged
19 herein, Plaintiff for himself and on behalf of the members of the Classes, seeks full restitution of
20 monies, as necessary and according to proof, to restore any and all monies withheld, acquired
21 and/or converted by Defendants pursuant to Business and Professions Code §§ 17203 and 17208.

22 45. The acts complained of herein occurred during the four years immediately
23 preceding the filing of the lawsuit in this action.

24 46. Plaintiff was compelled to retain the services of counsel to file this court action to
25 protect his interests and those of the Classes, to obtain restitution and injunctive relief on behalf
26 of Defendants' current non-exempt employees, and to enforce important rights affecting the
27 public interest. Plaintiff has thereby incurred the financial burden of attorneys' fees and costs,
28 which he is entitled to recover under Code of Civil Procedure § 1021.5.

SIXTH CAUSE OF ACTION

LABOR CODE PRIVATE ATTORNEYS GENERAL ACT OF 2004

(AGAINST ALL DEFENDANTS)

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

48. 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.

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49. 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 48 (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.

50. 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. For an order certifying the proposed Classes;
2. For an order appointing Plaintiff as representative of the Classes;
3. For an order appointing Counsel for Plaintiff as Counsel for the Classes;
4. Upon the First Cause of Action, for compensatory, consequential, general and special damages according to proof pursuant to Labor Code §§ 226.2, 226.7, 516, and 558;
5. Upon the Second Cause of Action, for waiting time penalties pursuant to Labor § 203;
6. Upon the Third Cause of Action, for statutory wage statement penalties pursuant to Labor Code § 226 et seq.;
7. Upon the Fourth Cause of Action, for compensatory and special damages according to proof pursuant to Labor Code § 2802;
8. Upon the Fifth Cause of Action, for restitution to Plaintiff and members of the

Classes of all money and/or property unlawfully acquired by Defendants by means of any acts or practices declared by this Court to be in violation of Business and Professions Code § 17200 *et seq.*;

9. Upon the Sixth 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 48 (a)-(f) above;

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

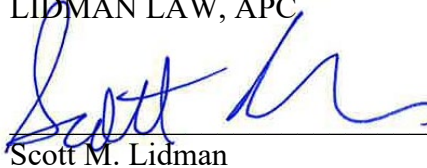
11. On all causes of action, for attorneys' fees and costs as provided by Labor Code § 218.5 and Code of Civil Procedure §§ 1021.5 and 2699(g) and all other applicable statutes; and

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

Dated: June 29, 2026

Respectfully submitted,
LIDMAN LAW, APC

By:


Scott M. Lidman

Attorneys for Plaintiff
VICTOR FLORES

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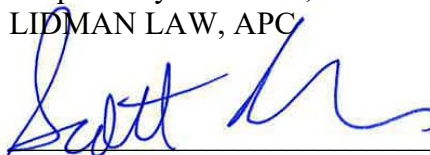
DEMAND FOR JURY TRIAL

Plaintiff hereby demands a jury trial with respect to all issues triable by jury.

Dated: June 29, 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's dispatch, transportation, and human resources departments, as well as Defendant's 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 rest 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"):

Sick Pay Violations

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 pay sick leave at the regular rate of pay, Mr. Flores and other aggrieved employees were deprived of all required sick leave wages earned.

Rest Pay Violations

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.”)

Waiting Time Penalties

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.

Wage Statement Violations

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.

Failure to Reimburse Necessary Expenditures

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

PROOF OF SERVICE

STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action; my business address is 2155 Campus Drive, Suite 150, El Segundo, California 90245.

On June 29, 2026, I served the foregoing document(s) described as:

Consolidated First Amended Class and Representative Action Complaint

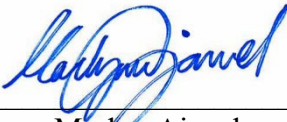
on the interested party(ies) in this action as follows:

BAKER HOSTETLER Matthew Kane (SBN 171829) mkane@bakerlaw.com Sylvia Kim (SBN 258363) sjkim@bakerlaw.com Amy Beverlin (SBN 284745) abeverlin@bakerlaw.com Kerri Sakaue (SBN 301043) ksakaue@bakerlaw.com Tyler Patton tpatton@bakerlaw.com Michael Folger mfolger@bakerlaw.com 1900 Avenue of the Stars Suite 2700 Los Angeles, CA 90067-4301	<i>Attorneys for Defendant</i> MCLANE/SUNEAST, INC
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[X] (BY E-MAIL OR ELECTRONIC TRANSMISSION) I caused the above-listed documents to be served upon the persons listed via e-mail or electronic transmission to their respective e-mail addresses. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

[X] (STATE) I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on June 29, 2026, at El Segundo, California.


Marilyn Ajanel