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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SOLANO

DUSTIN MORRIS, an individual, Plaintiff, vs. VALERO SERVICES, INC., a Corporation; and DOES 1 through 50, inclusive, Defendants.	Case No. CU26-06289 **REPRESENTATIVE ACTION COMPLAINT UNDER THE LABOR CODE PRIVATE ATTORNEYS GENERAL ACT OF 2004** **DEMAND OVER $35,000.00**

As a proxy for the State of California, Plaintiff DUSTIN MORRIS, an individual, (hereinafter referred to as "Plaintiff"), by and through his attorneys of record, hereby submits this representative actin complaint ("Complaint") against Defendant VALERO SERVICES, INC., a Corporation ("Valero" or "Defendant" or "Company") and DOES 1 to 50, inclusive, as follows:

THE PARTIES

1. Plaintiff DUSTIN MORRIS is an individual that was employed by Defendants in the City of Benicia, County of Solano, State of California.

2. Defendant VALERO SERVICES, INC. is a corporation in the oil refinery industry in the State of California and maintain offices throughout the State of California.

DOE DEFENDANTS

3. Plaintiff does not know the true names or capacities, whether individual, partner or corporate, of the Defendants sued herein as Does 1 through 50, inclusive, and for that reason, said Defendants are sued under such fictitious names, and Plaintiff prays for leave to amend this complaint when the true names and capacities are known. Plaintiff is informed and believes and, based thereon alleges, that each of said fictitious Defendants were responsible in some way for the matters alleged herein and proximately caused Plaintiff to be subject to the illegal employment practices, wrongs and injuries complained of herein.

AGENCY STATUS OF EACH DEFENDANT

4. Plaintiff is informed and believes and thereon alleges that Defendants control the working hours, wages and conditions of its employees.

5. 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 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.

6. Plaintiff is informed and believes and, based thereon alleges, that at all times material hereto, each Defendants herein was the agent, employee, alter ego and/or joint venturer of, or working in concert with each of the other co-Defendants and was acting within the course

and scope of such agency, employment, joint venture, or concerted activity. To the extent said acts, conduct, and omissions were perpetrated by the Defendants, each of the remaining Defendants confirmed and ratified said acts, conduct, and omissions of the acting Defendants.

7. At all times herein mentioned, 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.

8. At all times herein mentioned, the acts and omissions of various Defendants, and each of them, concurred and contributed to the various acts and omissions of each and all of the other Defendants in proximately causing the injuries and damages as herein alleged. At all times herein mentioned, Defendants, and each of them, ratified each and every act or omission complained of herein. At all times herein mentioned, the Defendants, and each of them, aided and abetted the acts and omissions of each and all of the other Defendants in proximately causing the damages as herein alleged.

JURISDICTION AND VENUE

9. The Complaint seeks relief exceeding $35,000.00. The Court has jurisdiction of Defendants' Labor Code violations.

10. Venue is proper in the County of Solano. Plaintiff performed work for Defendants in Benicia, California.

FACTUAL ALLEGATIONS

11. In or about October 2014, Plaintiff DUSTIN MORRIS was hired by Defendants to work as a Process Operator. Plaintiff was terminated from his employment on March 15, 2026 when Defendant closed its refinery in Benicia, CA.

12. Plaintiff alleges that aggrieved employees were required to remain on-call and report to the work location within a certain allotted time. If aggrieved employees failed to follow such procedures, aggrieved employees would be subject to disciplinary measures. However, aggrieved employees did not receive any wages for on-call time.

13. Plaintiff alleges that aggrieved employees were not paid regular and overtime wages to go from the entrance of the refinery to his work location. Specifically, aggrieved

employees had to use their badge to gain access to the refinery and drive at no more than 5 mph to get to their work location, but were not paid for such time.

14. Plaintiff alleges that aggrieved employees were also not paid for time spent to conduct "turn over" meetings. These meetings required the aggrieved employees to meet with other employees and provide them updates for any incidents prior to and at the end of each shift. However, they were not compensated for their time spent in these duties.

15. Defendants failed to correctly calculate the regular rate of pay with respect to overtime wages by improperly calculating all non-discretionary compensation into the regular rate. As a result, aggrieved employees did not receive additional overtime pay based on the correct rate of pay. Due to this violation, Defendants are in further violation of Labor Code §§ 201-204 by not timely paying employees all of their wages during employment or upon the separation of employment and Labor Code § 226(a) as the overtime wage rates and net/gross wages earned shown on the wage statements were inaccurate due to the overtime violations set forth above.

16. Plaintiff further alleges that Defendants violated Labor Code §§ 201-204, 226.7 as aggrieved employees did not receive their uninterrupted, duty free 10-minute rest period for every 4 hours worked. Defendants also failed to provide aggrieved employees their uninterrupted, duty-free 30-minute meal break within the first 5 hours of work for shifts in excess of 5 hours and their second uninterrupted, duty-free 30-minute meal break for shifts that lasted over 12 hours. Rather, they required employees to remain on-duty during rest or meal breaks and continue working. Moreover, Defendants have not paid the requisite rest or meal period premium pay, which constitutes a violation of Labor Code §§ 201-204, 226.7, 512, 558, and §§ 7 & 11 of the applicable Wage Order.

17. Defendants also failed to maintain accurate time records showing when aggrieved employees start and end each work week, including meal periods. Specifically, aggrieved employees were not allowed to record the exact time when meal periods began and ended. With respect to shift times, Defendants required aggrieved employees to use their badge to enter the refinery premises and they spent time driving to and from their work location to

conduct turn over meeting before and after their shift time. However, Defendants did not utilize the actual time aggrieved employees arrived and ended their shift when calculating the hours worked.

18. Defendant also failed to pay aggrieved employees their bonus wages, despite the fact that aggrieved employees were not provided any written notice of any policy violations.

PAGA ALLEGATIONS

19. Plaintiff acts as a proxy for the State of California and seeks penalties pursuant to the Private Attorneys General Act ("PAGA") on behalf of aggrieved employees from April 20, 2025, through the present, for Defendants' violations of Labor Code §§ 201-204, 218.5, 226, 226.7, 510, 512, 558, 1194, 1197, 1197.1 and 2698, *et seq*., for failure to pay minimum, regular and overtime wages for On-Call time, failure to correctly calculate the regular rate and overtime rates of pay, failure to provide off-duty meal and rest periods, failure to pay meal and rest break premium wages at the regular rate of pay, failure to provide accurate wage statements and failure to pay waiting time penalties.

20. On or about April 20, 2026, Plaintiff sent written notice to the California Labor & Workforce Development Agency ("LWDA") of Defendants' violation of Labor Code sections 201-204, 226, 226.7, 510, 512, 558, 1194, 1197, 1197.1, pursuant to the PAGA. Plaintiff also sent written notice of said Labor Code violations to Defendant via certified mail pursuant to Labor Code section 2699.3. As of the date of the filing of this Complaint, the LWDA has not provided written notice regarding whether it intends to investigate the Labor Code violations set forth in Plaintiff's written notice.

FIRST CAUSE OF ACTION

PENALTIES FOR LABOR CODE VIOLATIONS (Lab. Code §§ 2698 et seq.)

(BY PLAINTIFF AGAINST ALL DEFENDANTS)

21. Plaintiff re-alleges and incorporates by reference the preceding paragraphs as though fully set forth herein.

22. **Unpaid Overtime:** At all times relevant herein, aggrieved employees were required to remain on-call after their normal shifts were concluded. Prior to their shifts,

Defendants **required** aggrieved employees to remain on call and report to work when notified by Defendants' messaging system. The notifications, however, were given on short notice; in fact, the notification lead time was the same amount of time that it would normally take aggrieved employees to commute to work. If aggrieved employees failed to follow such procedures, they were subject to discipline. Aggrieved employees were not compensated minimum, regular, or overtime wages for remaining on-call.

23. Aggrieved employees also did not receive any regular and overtime wages for time spent to conduct "turn over" meetings. These meetings required the aggrieved employees to meet with other employees and provide them updates for any incidents prior to and at the end of each shift. However, they were not compensated for their time spent in these duties.

24. Further, at all times relevant herein, Defendants failed to correctly calculate aggrieved employees' regular rates of pay by not including all non-discretionary renumeration in the regular rate of pay, including without limitation, "Valero Dollars" and/or "Other Earnings" wages. Specifically, whenever non-discretionary remuneration was paid to aggrieved employees, such amounts were not included/factored into the regular rate of pay for purposes of overtime wages. As such, the overtime wage rates should have been paid at a higher rate than 1.5 times the base rate of pay.

25. As a pattern and practice, Defendants regularly failed to pay aggrieved employees the correct wages pursuant to Labor Code §§ 510, 558, 1194, 1197, and 1197.1.

26. **Untimely Payment of Wages:** Labor Code § 204 provides that wages are generally due and payable no later than seven days after the end of a pay period or at least twice during each calendar month, on days designated in advance as the regular paydays. Labor Code § 201 provides that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately. Labor Code § 202 provides that an employee is entitled to receive all unpaid wages no later than 72 hours after an employee quits his or her employment, unless the employee has given seventy-two (72) hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting. Labor Code § 203 provides that if an employer willfully fails to pay wages owed in

accordance with Labor Code §§ 201 and 202, then the wages of the employee shall continue as a penalty from the due date, and at the same rate until paid, but the wages shall not continue for more than thirty (30) days.

27. Based on Defendants' failure to pay all wages to aggrieved employees, and as a matter of policy and practice, Defendants fail to timely pay all due wages during employment and fail to timely pay all due wages upon separation of employment. On information and belief, Defendants were advised by skilled lawyers and knew, or should have known, of the mandates of the Labor Code as it relates to Plaintiff's allegations. Because Defendants willfully fail to timely pay aggrieved employees all wages due, Defendants are subject to applicable penalties.

28. **Rest Period Violations:** Defendants failed in their affirmative obligation to provide aggrieved employees the opportunity to take 10-minute off-duty rest periods in accordance with the mandates of the California Labor Code and the applicable IWC Wage Order. Aggrieved employees were suffered and permitted to work through legally required rest breaks. As such, Defendants are responsible for paying premium compensation for missed rest periods pursuant to Labor Code § 226.7 and IWC Wage Order No. 16-2001 § 11(B).

29. Aggrieved employees regularly worked shifts of three and a half (3.5) hours or more per day and accordingly had a right to take a 10-minute rest period each day. Furthermore, aggrieved employees had a right to take a second 10-minute rest period for shifts of eight (8) hours or more per day.

30. As a pattern and practice, Defendants regularly required employees to work through their rest periods, and/or provided rest periods in an untimely manner, without proper compensation and denied aggrieved employees the right to take proper rest periods as required by law.

31. Plaintiff is informed and believes and based thereon alleges that Defendants willfully failed to pay employees who were not provided the opportunity to take rest breaks the premium compensation set out in Labor Code § 226.7 and IWC Wage Order No. 16-2001 § 11(B).

32. Based on Defendants' failure to pay an additional hour of wages to aggrieved

employees for missed, late, or interrupted rest periods, and as a matter of policy and practice, Defendants also fail to timely pay aggrieved employees all wages due. On information and belief, Defendants were advised by skilled lawyers and knew, or should have known, of the mandates of the Labor Code as it relates to Plaintiff's allegations. Because Defendants willfully fail to timely pay aggrieved employees all wages due, Defendants are subject to applicable penalties pursuant to Labor Code §§ 203 and 210, among other Labor Code provisions.

33. **Meal Period Violations:** At all relevant times, Defendants failed to ensure that aggrieved employees had the opportunity to take and was provided with off-duty meal periods in accordance with the mandates of the California Labor Code and the applicable IWC Wage Order. Specifically, Defendant required aggrieved employees to work through their meal breaks.

34. As such, Defendants are responsible for paying premium compensation for missed meal periods pursuant to Labor Code §§ 226.7 and 512 and the applicable IWC Wage Order. Defendants, as a matter of corporate policy and procedure, regularly failed to pay such premium compensation for each full 30-minute duty-free meal period that aggrieved employees missed. This policy of requiring employees to work through their legally mandated meal periods and not allowing them to take proper off-duty meal periods is a violation of California law.

35. Based on Defendants' failure to pay an additional hour of wages to aggrieved employees for missed, late, or interrupted meal periods, and as a matter of policy and practice, Defendants also fail to timely pay aggrieved employees all wages due. On information and belief, Defendants were advised by skilled lawyers and knew, or should have known, of the mandates of the Labor Code as it relates to Plaintiff's allegations. Because Defendants willfully fail to timely pay aggrieved employees all wages due, Defendants are subject to applicable penalties pursuant to Labor Code §§ 203 and 210, among other Labor Code provisions.

36. **Unpaid Bonus Wages:** Aggrieved employees were entitled to non-discretionary bonuses. The criteria to earn the bonus was based on several factors such as safety metrics, environmental metrics, performance metrics and industry peer group performance, which are all non-discretionary measurement metrics.

37. The only criteria that would have disqualified aggrieved employees for a bonus would be based on whether they received a final written warning or other similar Decision

Making Leave. Aggrieved employees that did not receive a final written warning or other similar Decision Making Leave, but were not paid their bonus.

38. **Inaccurate Itemized Wage Statements:** Defendants failed in their affirmative obligation to provide accurate itemized wage statements, including without limitation, the accurate overtime rates in violation of Labor Code § 226(a).

39. Here, aggrieved employees were paid hourly. As such, the wage statements should have reflected the correct number of hours worked, accurate rates of pay for overtime wages, and gross and net wages earned, pursuant to Labor Code § 226(a). However, the wage statements provided to aggrieved employees failed to identify such information, including the wages owed for premium pay for missed meal and rest periods and/or improper on-duty meal periods. Further, as a result of these errors, the wage statements failed to identify accurate total hours worked, accurate rates of pay for overtime wages, and gross and net wages earned in violation of Labor Code §§ 226(a)(1), (2), (5), and (9).

PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays for and requests relief against Defendants as follows:

1. Upon the First Cause of Action for penalties according to proof pursuant to Section 2699(a), (f), and (g), and for costs and attorneys' fees;

2. Upon each cause of action for attorneys' fees and costs as provided by the Labor Code, Code of Civil Procedure section 1021.5, and any other applicable laws; and

3. For such other and further relief as may be deemed just and proper.

Dated: June 25, 2026

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