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SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SOLANO

STATE OF CALIFORNIA *ex rel.* ALEJANDRA DE LA TORRE GARCIA as Private Attorney General,

Plaintiff,

vs.

TIMOLI GROUP, LLC, a Wyoming limited liability company; HILLEBRAND LAST MILE USA, INC., a Delaware corporation; HILLEBRAND GORI USA LLC, a Delaware limited liability company; and DOES 1 through 50, inclusive,

Defendants.

Case No.: CU26-09758

REPRESENTATIVE ACTION COMPLAINT

DEMAND FOR TRIAL BY JURY

(1) Violation of Cal. Labor Code § 2699, (Private Attorneys General Act)

Plaintiff STATE OF CALIFORNIA *ex. rel*. ALEJANDRA DE LA TORRE GARCIA as a Private Attorney General ("Plaintiff" or "MS. GARCIA"), upon facts that either have evidentiary support or are likely to have evidentiary support after a reasonable opportunity for further investigation and discovery, alleges as follows:

JURISDICTION AND VENUE

1. Plaintiff brings this action against Defendants TIMOLI GROUP LLC; HILLEBRAND LAST MILE USA, INC.; AND HILLEBRAND GORI USA LLC and DOES 1 THROUGH 50 (hereinafter also collectively referred to as "Defendants") for California Labor Code violations, unfair business practices, and civil penalties stemming from Defendants' failure to pay overtime compensation, failure to provide meal periods, failure to authorize and permit rest periods, failure to pay minimum wage, failure to timely pay wages, failure to provide accurate wage statements, failure to maintain accurate time and payroll records, and failure to pay accrued but unused vacation time,.

2. Plaintiff brings this action solely as a representative action, and solely as a Private Attorney General, on behalf of the State of California for all aggrieved employees of Defendants against whom one or more of the alleged violations was committed (hereinafter collectively referred to as the "Aggrieved Employees") pursuant to California Labor Code sections 2698, *et seq*; *Balderas v. Fresh Start Harvesting, Inc.* (Cal. Ct. App., Mar. 20, 2024, No. 2D CRIM. B326759) 2024 WL 1673112, as modified (April 18, 2024); and *Johnson v. Maxim Healthcare Services, Inc.,* 66 Cal.App.5th 924 (2021). Plaintiff is an aggrieved employee against whom one or more of the alleged violations occurred. The civil penalties sought by Plaintiff exceed the minimal jurisdiction limits of the Superior Court and will be established according to proof at trial.

3. The Court has jurisdiction over this action pursuant to the California Constitution, Article VI, Section 10, which grants the superior court "original jurisdiction in all other causes" except those given by statute to other courts. The statutes under which this action is brought do not specify any other basis for jurisdiction.

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

5. Venue is proper in this Court because, upon information and belief, Defendants maintain offices, have agents, and/or transact business in the State of California, County of Solano.

PARTIES

6. ALEJANDRA DE LA TORRE GARCIA is an individual residing in the County of Solano, State of California. MS. GARCIA is not suing in her individual capacity; she is proceeding herein solely under the PAGA, on behalf of the State of California for all aggrieved employees, including herself and other aggrieved employees.

7. Defendant TIMOLI GROUP LLC is and at all times herein mentioned was, a limited liability company organized and existing under the laws of the State of Wyoming and registered to do business in the state of California.

8. Defendant HILLEBRAND LAST MILE USA, INC. is and at all times herein mentioned was, a corporation organized and existing under the laws of the State of Delaware and registered to do business in the state of California.

9. Defendant HILLEBRAND GORI USA LLC, is and at all times herein mentioned was, a limited liability company organized and existing under the laws of the State of Delaware and registered to do business in the state of California.

10. Plaintiff is ignorant of the identities of defendants Does 1 through 50, inclusive, and therefore sues these defendants by such fictitious names. The Doe defendants may be individuals, partnerships, or corporations. Plaintiff is informed and believes, and thereon alleges, that, at all times mentioned herein, each of the Doe defendants was the parent, subsidiary, agent, servant, employee, co-venturer, and/or co-conspirator of each of the other defendants, and was at

all times mentioned acting within the scope, purpose, consent, knowledge, ratification and authorization of such agency, employment, joint venture and conspiracy. Plaintiff will amend this Complaint to allege their true names and capacities when ascertained. Plaintiff is informed and believes and thereon alleges that each of the fictitiously named Doe defendants is responsible in some manner for the occurrences herein alleged, and that the damages as herein alleged were proximately caused by its conduct. TIMOLI GROUP LLC; HILLEBRAND LAST MILE USA, INC.; AND HILLEBRAND GORI USA LLC and Doe Defendants 1 through 50 are collectively referred to herein as "Defendants."

11. Defendants are and at all times herein mentioned were, (a) conducting business in the County of Solano, State of California, and (b) the employer of MS. GARCIA and the Aggrieved Employees consistent with the California Labor Code and Industrial Welfare Commission Wage Orders ("Wage Orders").

12. Plaintiff further alleges that Defendants, directly or indirectly controlled or affected the working conditions, wages, working hours, and conditions of employment of MS. GARCIA and the Aggrieved Employees so as to make each of said Defendants employers and employers jointly liable under the statutory provisions set forth herein.

GENERAL ALLEGATIONS

13. Defendants are a an alcoholic beverage warehouse and transporter.

14. Defendants employed MS. GARCIA to work as a Delivery Driver from approximately September 2022 to September 29, 2025.

15. At all relevant times set forth herein, Defendants employed MS. GARCIA and the Aggrieved Employees as hourly-paid or non-exempt employees.

16. Throughout the time period involved in this case, Defendants had the authority to hire and terminate MS. GARCIA and the Aggrieved Employees and to directly or indirectly control work rules, working conditions, wages, working hours, and conditions of employment of MS. GARCIA and the Aggrieved Employees.

17. At all times herein mentioned, Defendants were subject to the Labor Code of the

State of California and the applicable Industrial Welfare Commission Orders.

18. Plaintiff is informed and believes, and thereon alleges that Defendants engaged in an ongoing and systematic scheme of wage abuse against their hourly-paid or non-exempt employees. As set forth in more detail below, this scheme involved, *inter alia*, regularly requiring MS. GARCIA and the Aggrieved Employees to work off the clock without compensation, thereby failing to pay them for all hours worked, including minimum and overtime wages. Defendants also implemented policies that prohibited MS. GARCIA and the Aggrieved Employees from accurately recording the actual time worked, resulting in a failure to pay MS. GARCIA and the Aggrieved Employees all wages owed. In addition, Defendants routinely failed to permit MS. GARCIA and the Aggrieved Employees to take timely and duty-free meal periods and rest periods in violation of California law. Defendants also failed to pay wages owed for accrued vacation time upon termination of employment.

19. Throughout the time period involved in this case, Defendants have implemented policies and practices which failed to provide MS. GARCIA and the Aggrieved Employees with timely and duty-free meal periods. Defendants routinely failed to relieve MS. GARCIA and the Aggrieved Employees of all duties during their meal periods, regularly failed to relinquish control over MS. GARCIA and the Aggrieved Employees during their meal periods, regularly failed to permit MS. GARCIA and the Aggrieved Employees a reasonable opportunity to take their meal periods, and regularly impeded or discouraged MS. GARCIA and the Aggrieved Employees from taking thirty (30) minute uninterrupted meal breaks no later than the end of their fifth hour of work and/or from taking a second thirty (30) minute uninterrupted meal break no later than their tenth hour of work for shifts lasting more than ten (10) hours. Defendants also failed to maintain accurate records of meal periods taken by MS. GARCIA and the Aggrieved Employees.

20. Throughout the time period involved in this case, Defendants did not adequately inform MS. GARCIA and the Aggrieved Employees of their right to take meal periods under California law. Moreover, Defendants systematically disregarded their own written policies regarding the provision and timing of meal periods for MS. GARCIA and the Aggrieved

Employees. Instead, Defendants' actual policy and practice was to schedule MS. GARCIA and the Aggrieved Employees in a way that prohibited them from taking timely and duty-free meal periods, and to require MS. GARCIA and the Aggrieved Employees to work through their meal periods, for which they were not compensated.

21. Throughout the time period involved in this case, Defendants failed to pay MS. GARCIA and the Aggrieved Employees premium wages for meal periods that were missed, late, interrupted, or shortened in violation of California law. Defendants knew or should have known that MS. GARCIA and the Aggrieved Employees were entitled to receive all meal periods or payment of one additional hour of pay at their regular rate of pay when a meal period was missed, short, late, and/or interrupted. Notwithstanding this knowledge, Defendants routinely failed to provide legally compliant meal periods to MS. GARCIA and the Aggrieved Employees, and routinely failed to pay one additional hour of pay to MS. GARCIA and the Aggrieved Employees at their regular rate of pay when a meal period was missed, short, late, and/or interrupted.

22. Throughout the time period involved in this case, Defendants have implemented policies and practices which prohibited MS. GARCIA and the Aggrieved Employees from taking timely and duty-free rest periods. Defendants regularly failed to provide, authorize, and permit MS. GARCIA and the Aggrieved Employees to take full, uninterrupted, off-duty rest periods for every shift lasting three and one-half (3.5) to six (6) hours and/or two full, uninterrupted, off-duty rest periods for every shift lasting six (6) to ten (10) hours, and failed to make a good faith effort to authorize, permit, and provide such rest breaks in the middle of each work period.

23. Throughout the time period involved in this case, Defendants did not adequately inform MS. GARCIA and the Aggrieved Employees of their right to take rest periods under California law. Moreover, Defendants systematically disregarded their own written policies regarding the provision and timing of rest periods for MS. GARCIA and the Aggrieved Employees. Instead, Defendants' actual policy and practice was to schedule MS. GARCIA and the Aggrieved Employees in a way that regularly prohibited them from taking timely and duty free rest periods, and to regularly require MS. GARCIA and the Aggrieved Employees to work

through their rest periods.

24. Throughout the time period involved in this case, Defendants failed to pay MS. GARCIA and the Aggrieved Employees premium wages for rest periods that were missed, late, interrupted, or shortened in violation of California law. Defendants knew or should have known that MS. GARCIA and the Aggrieved Employees were entitled to receive all rest periods or payment of one additional hour of pay at their regular rate of pay when a rest period was missed, short, late, and/or interrupted. Notwithstanding this knowledge, Defendants routinely failed to authorize and permit MS. GARCIA and the Aggrieved Employees to take duty-free rest periods and failed to pay one additional hour of pay to MS. GARCIA and the Aggrieved Employees at their regular rate of pay when a rest period was missed, short, late and/or interrupted.

25. Throughout the time period involved in this case, Defendants regularly required MS. GARCIA and the Aggrieved Employees to perform work off the clock. Although Defendants prohibited overtime, Defendants still regularly required that MS. GARCIA and the Aggrieved Employees complete all of their assigned duties. To do so, MS. GARCIA and the Aggrieved Employees were regularly required to perform work off the clock for which they were not compensated.

26. Throughout the time period involved in this case, Defendants implemented policies that prohibited MS. GARCIA and the Aggrieved Employees from accurately recording the actual time worked, resulting in a failure to pay MS. GARCIA and the Aggrieved Employees all wages owed.

27. Throughout the time period involved in this case, MS. GARCIA and the Aggrieved Employees worked more than eight (8) hours in a day, and/or forty (40) hours in a week.

28. Throughout the time period involved in this case, Defendants regularly failed to pay all overtime compensation owed to MS. GARCIA and the Aggrieved Employees when they worked in excess of eight (8) hours in a single work day and/or forty (40) hours in a single work week, or in excess of twelve (12) hours in a single work day and/or eighty (80) hours in a single

work week. Defendants knew or should have known that MS. GARCIA and the Aggrieved Employees were entitled to receive certain wages for overtime compensation and that they were not receiving wages for overtime compensation.

29. Throughout the time period involved in this case, Defendants failed to pay overtime to MS. GARCIA and the Aggrieved Employees for all overtime hours worked based on regular rates of pay correctly calculated to include all applicable remuneration.

30. Throughout the time period involved in this case, Defendants regularly failed to pay MS. GARCIA and the Aggrieved Employees at least minimum wages for all hours worked. Defendants knew or should have known that MS. GARCIA and the Aggrieved Employees were entitled to receive at least minimum wages for all hours worked and that they were not receiving at least minimum wages for all hours worked. Defendants' failure to pay minimum wages included, *inter alia*, failing to pay MS. GARCIA and the Aggrieved Employees at the required minimum wage pursuant to California law, and requiring MS. GARCIA and the Aggrieved Employees to perform work off the clock.

31. Throughout the time period involved in this case, Defendants regularly failed to pay MS. GARCIA and the Aggrieved Employees all wages owed to them upon discharge or resignation. Defendants knew or should have known that MS. GARCIA and the Aggrieved Employees were entitled to receive all wages owed to them upon termination within the time permissible under California Labor Code section 202. MS. GARCIA and the Aggrieved Employees did not receive payment of all final wages owed to them upon discharge or resignation, including overtime compensation and minimum wages within any time permissible under California Labor Code section 202.

32. Throughout the time period involved in this case, Defendants regularly failed to pay MS. GARCIA and the Aggrieved Employees all wages within any time permissible under California law, including, *inter alia*, California Labor Code section 204. Defendants knew or should have known that MS. GARCIA and the Aggrieved Employees were entitled to receive all wages owed to them during their employment. MS. GARCIA and the Aggrieved Employees did

not receive payment of all wages, including overtime compensation, minimum wages, meal and rest period premiums, and vested by unused vacation time.

33. Throughout the time period involved in this case, Defendants regularly failed to provide complete or accurate wage statements to MS. GARCIA and the Aggrieved Employees. Defendants knew or should have known that MS. GARCIA and the Aggrieved Employees were entitled to receive complete and accurate wage statements in accordance with California law, but, in fact, they did not receive complete and accurate wage statements from Defendants. The deficiencies included, *inter alia*, the failure to include the total number of hours worked, the actual gross wages earned, the correct rates of pay, the inclusive pay period dates, net wages earned, and all applicable hourly rates.

34. Throughout the time period involved in this case, Defendants regularly failed to keep complete or accurate payroll records for MS. GARCIA and the Aggrieved Employees. Defendants knew or should have known that Defendants were required to keep complete and accurate payroll records for MS. GARCIA and the Aggrieved Employees in accordance with California law, but, in fact, did not keep complete and accurate payroll records.

35. Throughout the time period involved in this case, Defendants regularly failed to maintain accurate records relating to MS. GARCIA's and the Aggrieved Employees' work periods, meal periods, total daily hours, hours per pay period, and applicable pay rates.

36. Throughout the time period involved in this case, Defendants regularly failed to pay MS. GARCIA and the Aggrieved Employees for vested but unused vacation time. Defendants knew or should have known that MS. GARCIA and Aggrieved Employees were entitled to receive all wages owed to them upon termination, including vested and unused vacation time. MS. GARCIA and Aggrieved Employees did not receive payment of all final wages owed to them upon discharge or resignation, including vested and unused vacation time.

37. Throughout the time period involved in this case, Defendants knew or should have known that they had a duty to compensate MS. GARCIA and the Aggrieved Employees pursuant to California law. Defendants had the financial ability to pay such compensation, but willfully,

knowingly, and intentionally failed to do so, and falsely represented to MS. GARCIA and the Aggrieved Employees that they paid all wages owed to them, all in order to increase Defendants' profits.

38. California Labor Code section 218 states that nothing in Article 1 of the Labor Code shall limit the right of any wage claimant to "sue directly ... for any wages or penalty due to him [or her] under this article."

FIRST CAUSE OF ACTION

(Violation of California Labor Code § 2699, *et seq*.)

(Against All Defendants)

39. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and every allegation set forth above.

40. Plaintiff brings the first cause of action solely as a representative action pursuant to the Private Attorneys General Act of 2004, California Labor Code section 2698, *et seq*. ("PAGA"), on behalf of the State of California for all aggrieved employees, including herself and other aggrieved employees of Defendants against whom one or more of the alleged violations was committed.

41. PAGA specifically provides for a private right of action to recover civil penalties for violations of the Labor Code as follows: "Notwithstanding any other provision of law, any provision of this code that provides for a civil penalty to be assessed and collected by the Labor and Workforce Development Agency or any of its departments, divisions, commissions, boards, agencies, or employees, for a violation of this code, may, as an alternative, be recovered through a civil action brought by an aggrieved employee on behalf of himself or herself and other current or former employees pursuant to the procedures specified in Section 2699.3." Cal. Lab. Code § 2699(a).

42. MS. GARCIA was employed by Defendants and the Labor Code violations alleged above were committed against her during her time of employment and is therefore, an "Aggrieved Employee" under PAGA.

43. As set forth in detail above, during all times relevant to this Action, Defendants have routinely subjected MS. GARCIA and the Aggrieved Employees to violations of California Labor Codes by:

a. Failing to pay the Aggrieved Employees all earned minimum wage compensation in violation of Labor Code §§ 1194 and 1198 *et seq*.

b. Failing to pay the Aggrieved Employees all earned overtime compensation in violation of Labor Code §§ 204, 510, 1194, and 1198 *et seq*.

c. Failing to provide legally required meal periods to the Aggrieved Employees, and failing to pay the Aggrieved Employees an additional hour of premium pay for meal period violations in violation of Labor Code §§ 226.7 and 512.

d. Failing to provide authorize and permit the Aggrieved Employees to take duty-free rest periods, and failing to pay the Aggrieved Employees an additional hour of premium pay for rest period violations in violation of Labor Code §§ 226.7 and 512.

e. Failing to timely pay the Aggrieved Employees all wages at the end of their employment in violation of Labor Code § 203.

f. Failing to timely pay the Aggrieved Employees all wages owed during employment in violation of Labor Code § 204.

g. Failing to furnish the Aggrieved Employees with complete, accurate, itemized wage statements in violation of Labor Code § 226.

h. Failing to maintain accurate records relating to the Aggrieved Employees' work periods, meal periods, total daily hours, hours per pay period, total wages and compensation, and applicable pay rates in violation of Labor Code § 1174(d) and the applicable IWC Wage Order.

i. Failing to pay the Aggrieved Employees for all vested but unused vacation time in violation of Labor Code § 227.3.

44. Pursuant to California Labor Code sections 2699 and 2699.5, Plaintiff requests

and is entitled to recover penalties against Defendants for the Labor Code violations described above, including but not limited to penalties under California Code of Regulations Title 8 section 11090, penalties under California Labor Code sections 2699, 558, 210, 1197.1, 225.5, 226, 226.3 and 1174.5, and 1197.1, and any and all additional penalties and sums as provided by the California Labor Code and/or other statutes. The exact amount of the applicable penalties, in all, is in an amount to be shown according to proof at trial.

45. MS. GARCIA has exhausted her administrative remedies pursuant to Labor Code § 2699.3. On May 22, 2026, MS. GARCIA, through her counsel of record, by online filing with the Labor and Workforce Development Agency ("LWDA") and by certified mail to the Defendants, notified Defendants and the LWDA of the specific provisions of the Labor Code and IWC Wage Orders that Defendants have violated, including the facts and theories to support the violations, and intent to bring a claim for civil penalties under PAGA. MS. GARCIA also paid the filing fee required under Labor Code § 2699.3. As of the filing of this Complaint, more than sixty-five (65) days have elapsed since the mailing of the May 22, 2026, notice, and the Labor and Workforce Development Agency has not indicated that it intends to investigate the violations discussed in the notice. Accordingly, MS. GARCIA may commence this representative action on behalf of the state to recover penalties pursuant to Labor Code § 2699.3.

46. Plaintiff was compelled to retain the services of counsel to file this court action to assess and collect the civil penalties owed by Defendants. Plaintiff therefore seeks an award of reasonable attorneys' fees and costs pursuant to Labor Code § 2699(g)(1), and any other applicable statute.

47. Plaintiff may amend this complaint as a matter of right pursuant to California Labor Code § 2699.3 as this complaint has been filed within sixty days of the time periods specified in Labor Code §2699.3.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays for relief and judgment against Defendants, jointly and severally, as follows:

As to the First Cause of Action

1. For statutory attorneys' fees and costs pursuant to 2699(g)(1) of California Labor Code;

2. For the imposition of civil penalties pursuant to California Labor Code §§ 2699, 210, 558, 226, 226.3, 1174.5, 1197.1, and all other penalties allowed by the California Labor Code and/or other applicable statutes; and

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

Dated: October 5, 2026

PROTECTION LAW GROUP, LLP

By: Ryan T. Kuhn

Ryan T. Kuhn
Chrstine V. Reyes
Kiryl Karpiuk
Attorneys for Plaintiff
ALEJANDRA DE LA TORRE GARCIA

DEMAND FOR TRIAL BY JURY

Plaintiff demands a trial by jury as to all causes of action triable by a jury.

Dated: October 5, 2026

PROTECTION LAW GROUP, LLP

By: Ryan T. Kuhn

Ryan T. Kuhn
Chrstine V. Reyes
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ALEJANDRA DE LA TORRE GARCIA