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JIANA WILCOX

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN BERNARDINO**

KYLE BURRELL and JIANA WILCOX
individually, and on behalf of all others similarly
situated,

Plaintiffs,

v.

PREMIER NATIONAL SOLUTIONS, INC., a
California corporation; and DOES 1 through 10,
inclusive,

Defendants.

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Superior Court of California
County of San Bernardino
Victorville District
9/22/2026 4:39 PM
By: Alyssa Leber, DEPUTY

Case No.: CIVVS2604117

**FIRST AMENDED CLASS &
REPRESENTATIVE ACTION
COMPLAINT FOR:**

1. Failure to Pay Minimum and Straight Time Wages (Lab. Code §§ 204, 1194, 1194.2, and 1197);
2. Failure to Pay Overtime Wages (Lab. Code §§ 510, 1194 and 1198);
3. Failure to Provide Meal Periods (Lab. Code §§ 226.7, 512);
4. Failure to Authorize and Permit Rest Periods (Lab. Code §§ 226.7);
5. Failure to Indemnify Employees for Expenditures (Lab. Code § 2802);
6. Failure to Provide Accurate Itemized Wage Statements (Lab. Code § 226);
7. Unfair Business Practices (Cal. Bus. & Prof. Code §§ 17200, et seq.).
8. Civil Penalties Under the Private Attorneys General Act of 2004, Cal. Lab. Code § 2698, et seq.

DEMAND FOR JURY TRIAL

1 Plaintiffs KYLE BURRELL and JIANA WILCOX (“Plaintiffs”), based upon facts that
2 either have evidentiary support or are likely to have evidentiary support after a reasonable
3 opportunity for further investigation and discovery, individually and on behalf of all other members
4 of the public similarly situated, alleges as follows:

5 **INTRODUCTION & PRELIMINARY STATEMENT**

6 1. Plaintiffs bring this action against Defendants PREMIER NATIONAL
7 SOLUTIONS, INC., and DOES 1 through 10 (hereinafter collectively referred to as “Defendants”)
8 for California Labor Code violations and unfair business practices stemming from Defendants’
9 failure to pay for all hours worked (minimum, straight time, and overtime wages), failure to provide
10 meal periods, failure to authorize and permit rest periods, failure to indemnify employees for
11 expenditures, failure to furnish accurate wage statements, and unfair business practices.

12 2. Plaintiffs bring the First through Seventh Causes of Action individually and as a
13 class action on behalf of Plaintiffs and certain current and former employees of Defendants
14 (hereinafter collectively referred to as the “Class” or “Class Members,” and defined more fully
15 below). The Class consists of Plaintiffs and all other persons who have been employed by any
16 Defendant in California as an hourly-paid or non-exempt employee during the statute of limitations
17 period applicable to the claims pleaded here.

18 3. Plaintiffs bring the Eighth Cause of Action as a representative action under the
19 Labor Code Private Attorneys Act of 2004, Labor Code sections 2698 et seq. (“PAGA”) to recover
20 civil penalties that are owed to Plaintiffs, the State of California, and past and present non-exempt
21 employees employed by Defendants in the State of California during the statute of limitations
22 period for their PAGA claim (herein after referred to as the “Aggrieved Employees”).

23 4. Defendants own/owned and operate/operated an industry, business, and
24 establishment within the State of California, including San Bernardino County. As such and based
25 upon all the facts and circumstances incident to Defendants’ business in California, Defendants are
26 subject to the California Labor Code, Wage Orders issued by the Industrial Welfare Commission
27 (“IWC”), and the California Business & Professions Code.

28 ///

5. Despite these requirements, throughout the statutory period, Defendants have, at times:

- (a) Failed to pay some, but not necessarily all employees for all hours worked, including all minimum, straight time, and overtime wages in compliance with the California Labor Code and applicable IWC Wage Order;
- (b) Failed at times to include compensable drive time beyond Defendants' employer-defined reasonable commute period as hours worked for purposes of calculating overtime and double-time compensation;
- (c) Failed to pay some, but not necessarily all employees, compensable drive time at the proper overtime and/or double-time rates when such time caused them to work more than eight hours in a workday, more than forty hours in a workweek, and/or more than twelve hours in a workday;
- (d) Failed to provide some, but not necessarily all employees with timely and duty-free meal periods in compliance with the California Labor Code and IWC Wage Orders, failed to maintain accurate records of all meal periods taken or missed, and failed to pay an additional hour's pay for each workday a meal period violation occurred;
- (e) Failed to authorize and permit some, but not necessarily all employees to take timely and duty-free rest periods in compliance with the California Labor Code and IWC Wage Orders, and failed to pay an additional hour's pay for each workday a rest period violation occurred;
- (f) Failed to indemnify some, but not necessarily all employees for expenditures incurred in direct discharge of duties of employment; and
- (g) Failed to provide some, but not necessarily all employees with accurate, itemized wage statements containing all the information required by the California Labor Code and IWC Wage Orders;

6. On information and belief, Defendants were on actual and constructive notice of the improprieties alleged herein and intentionally refused to rectify their unlawful conduct.

Defendants' violations, as alleged above, during all relevant times herein were willful and deliberate.

7. At all relevant times, Defendants were and are legally responsible for all of the unlawful conduct, policies, acts and omissions as described in each and all of the foregoing paragraphs as the employers of Plaintiff and the Class. Further, Defendants are responsible for each of the unlawful acts or omissions complained of herein under the doctrine of "respondeat superior."

THE PARTIES

A. Plaintiffs

8. Plaintiff KYLE BURRELL is a California resident who worked for Defendants in San Bernardino County, California as a nonexempt employee paid hourly from approximately April 4 2026 to approximately present as a merchandiser.

9. Plaintiff JIANA WILCOX is a California resident who worked for Defendants in San Bernardino County, California as a nonexempt employee paid hourly from approximately April 19, 2026 to approximately present as a merchandiser.

10. Plaintiffs reserve the right to seek leave to amend this complaint to add new Plaintiffs, if necessary, in order to establish suitable representative(s) pursuant to *La Sala v. American Savings and Loan Association* (1971) 5 Cal.3d 864, 872, and other applicable law, as well as to add additional claims.

B. Defendants

11. Plaintiffs allege, on information and belief, that Defendants are, and at all times herein mentioned, were:

(h) Business entities qualified to do business and actually conducting business in numerous counties throughout the State of California, including in San Bernardino County; and,

(i) The former employers of Plaintiffs and the current and/or former employer of the Class Members because Defendants engaged Plaintiffs and the Class to work; and/or suffered and permitted Plaintiffs and the Class to work,

1 and/or controlled or had the power and authority to control their wages,
2 hours, or working conditions;

3 12. At all relevant times, Defendants were and are legally responsible for all of the
4 unlawful conduct, policies, practices, acts, and omissions as described in each and all of the
5 foregoing paragraphs as the employer of Plaintiffs and of the Class. Further, Defendants are
6 responsible for each of the unlawful acts or omissions complained of herein under the doctrine of
7 “respondeat superior.”

8 13. Plaintiffs do not know the true names or capacities of the persons or entities sued
9 herein as Does 1-10, inclusive, and therefore sues said Defendants by such fictitious names. Each
10 of the Doe Defendants were in some manner legally responsible for the damages suffered by
11 Plaintiffs and the Class as alleged herein. Plaintiffs will amend this complaint to set forth the true
12 names and capacities of these Defendants when they have been ascertained, together with
13 appropriate charging allegations, as may be necessary.

14 14. At all times mentioned herein, the Defendants named as Does 1-10, inclusive, and
15 each of them, were residents of, doing business in, availed themselves of the jurisdiction of, and/or
16 injured a significant number of the Plaintiff and the Class in the State of California.

17 15. Plaintiffs are informed and believe and thereon allege that at all relevant times each
18 Defendant, directly or indirectly, or through agents or other persons, employed Plaintiffs and the
19 other employees described in the class definitions below, and exercised control over their wages,
20 hours, and working conditions. Plaintiffs are informed and believe and thereon allege that, at all
21 relevant times, each Defendant was the principal, agent, partner, joint venturer, officer, director,
22 controlling shareholder, subsidiary, affiliate, parent corporation, successor in interest and/or
23 predecessor in interest of some or all of the other Defendants, and was engaged with some or all
24 of the other Defendants in a joint enterprise for profit, and bore such other relationships to some
25 or all of the other Defendants so as to be liable for their conduct with respect to the matters alleged
26 below. Plaintiffs are informed and believe and thereon allege that each Defendant acted pursuant
27 to and within the scope of the relationships alleged above, that each Defendant knew or should
28 have known about, and authorized, ratified, adopted, approved, controlled, aided and abetted the

1 conduct of all other Defendants.

2 **JURISDICTION AND VENUE**

3 16. This Court has jurisdiction over this matter because Plaintiffs bring this Amended
4 Complaint for various violations of the Labor Code and California Industrial Welfare Commission
5 (“IWC”) orders, Defendants are business entities operating in California, and Plaintiffs are
6 California residents.

7 17. This class action is brought pursuant to California Code of Civil Procedure section
8 382. The monetary damages, penalties, and restitution sought by Plaintiffs exceed the minimal
9 jurisdiction limits of the Superior Court and will be established according to proof at trial. This
10 Court has jurisdiction over this action pursuant to the California Constitution, Article VI, section
11 10. The statutes under which this action is brought do not specify any other basis for jurisdiction.
12 Plaintiff’s share of damages, penalties, and other relief sought in this action does not exceed
13 \$75,000.

14 18. Venue is proper in this judicial district because Defendants maintain offices, have
15 agents, and/or transact business in the County of San Bernardino, California.

16 **ALLEGATIONS COMMON TO ALL CAUSES OF ACTION**

17 19. Plaintiff Burrell worked for Defendants in San Bernardino County, California as an
18 hourly-paid, non-exempt employee from approximately April 4, 2026, to the present. Plaintiff
19 Burrell worked as a merchandiser and was typically scheduled to work at least five days in a
20 workweek and at least eight hours per day, generally during overnight shifts from approximately
21 11:00 p.m. to 7:00 a.m. Plaintiff Burrell was paid approximately \$20.00 per hour for on-site
22 merchandising work and approximately \$16.90 per hour for drive time. Plaintiff Burrell often
23 worked more than eight hours per day and forty (40) hours in a workweek when compensable drive
24 time beyond Defendants’ employer-defined reasonable commute period and other compensable
25 work time were included.

26 20. Plaintiff Wilcox worked for Defendants in San Bernardino County, California as an
27 hourly-paid, non-exempt employee from approximately April 19, 2026, to the present. Plaintiff
28 Wilcox worked as a merchandiser and was typically scheduled to work at least five days in a

1 workweek and at least eight hours per day, generally during overnight shifts from approximately
2 11:00 p.m. to 7:00 a.m. Plaintiff Wilcox paid approximately \$20.00 per hour for on-site
3 merchandising work and approximately \$16.90 per hour for drive time. Plaintiff Wilcox often
4 worked more than eight hours per day and forty (40) hours in a workweek when compensable drive
5 time beyond Defendants' employer-defined reasonable commute period and other compensable
6 work time were included.

7 21. Plaintiffs bring this action against Defendants for Labor Code violations and unfair
8 business practices stemming from Defendants' failure to pay for all hours worked, including
9 minimum, straight time, overtime, and double-time wages; failure to include compensable drive
10 time beyond Defendants' employer-defined reasonable commute period as hours worked for
11 overtime and double-time purposes; failure to calculate wages at the proper regular rate of pay for
12 employees paid multiple hourly rates; failure to provide legally compliant meal periods; failure to
13 authorize and permit rest periods; failure to reimburse necessary business expenses, including
14 required personal vehicle, mileage, and cell phone expenses; failure to furnish accurate wage
15 statements; and unfair business practices. Defendants' timekeeping and payroll practices, including
16 the use of ADP and/or Connecteam, automatic clock-outs, drive-time entries, mileage entries, and
17 payroll approvals or adjustments, failed to capture and pay all compensable time worked. As
18 discussed below, Plaintiffs' experience working for Defendants was typical and illustrative of the
19 Class.

20 22. Plaintiffs bring these causes of action individually and as a class action on behalf of
21 certain current and former employees of Defendants (hereinafter collectively referred to as the
22 "Class" or "Class Members," and defined more fully below). The Class consists of Plaintiffs and
23 all other persons who have been employed by Defendant in California as an hourly-paid or non-
24 exempt employee during the statute of limitations period applicable to the claims pleaded here.

25 23. Defendants own/owned and operate/operated an industry, business, and
26 establishment within the State of California, including San Bernardino County. As such and based
27 upon all the facts and circumstances incident to Defendants' business in California, Defendants are
28

1 subject to the Labor Code, Wage Orders issued by the IWC, and the California Business &
2 Professions Code.

3 24. Despite these requirements, throughout the statutory period, Defendants willfully
4 failed to comply with the Labor Code and IWC Wage Orders with respect to Plaintiffs and the
5 Class and instead maintained a systematic, company-wide policy and practice of including, but not
6 limited to, the following violations on a regular basis:

- 7 (a) Failing to pay employees for all hours worked, including minimum, straight
8 time, and overtime wages. For example, Defendants:
- 9 i. required required employees to perform work off-the-clock, without
10 compensation, including, but not limited to, performing work after automatic
11 clock-outs, assisting with post-shift cleanup after clocking out, monitoring
12 and responding to work-related calls and text messages on their personal cell
13 phones during unpaid time and breaks, using their personal cell phones to
14 receive assignments and work instructions, and performing uniform-related
15 tasks before clocking in and after clocking out;
 - 16 ii. automatically clocked employees out at or around the end of their scheduled
17 shifts even when employees continued performing compensable work;
 - 18 iii. required or permitted Plaintiffs and other employees to clock out at the end
19 of their shifts, but then directed or permitted them to continue assisting with
20 cleanup and other job-site tasks after clocking out;
 - 21 iv. required or permitted Plaintiffs and other employees to remain available by
22 personal cell phone, including during meal and rest periods, to receive work-
23 related questions, assignment updates, directions, and instructions from
24 supervisors, team leads, and coworkers;
 - 25 v. failed to include compensable drive time beyond Defendants' own
26 employer-defined reasonable commute period as hours worked for purposes
27 of calculating overtime and double-time compensation;
 - 28 vi. paid compensable drive time at a straight-time rate only, even when such

- 1 time caused Plaintiffs and other employees to work more than eight hours in
2 a workday, more than forty hours in a workweek, and/or more than twelve
3 hours in a workday;
- 4 vii. failed to calculate overtime and double-time wages at the proper regular rate
5 of pay, including where employees were paid multiple hourly rates in the
6 same workweek; and/or
- 7 viii. failed to maintain accurate records of all hours worked.
- 8 (b) Failing to provide employees with timely and duty-free meal periods; for
9 example, Defendants:
- 10 i. required or permitted employees to work shifts in excess of five hours
11 without providing a timely, uninterrupted, and duty-free meal period of at
12 least thirty minutes;
- 13 ii. required, pressured, or permitted employees to continue working during
14 unpaid meal periods due to urgent assignments, workload, staffing, and
15 pressure to complete assignments quickly;
- 16 iii. continued to assert control over employees during meal periods by requiring
17 or expecting employees to keep their personal cell phones with them and
18 remain available to respond to work-related calls, text messages, questions,
19 updates, directions, and instructions;
- 20 iv. required or permitted team leads, including Marvin Jimenez, to instruct
21 Plaintiffs and other employees to continue working after clocking out for
22 meal periods because of urgent assignments;
- 23 v. interrupted employees' meal periods and failed to relieve employees of all
24 duties during meal periods; and/or
- 25 vi. failed to pay one additional hour of pay at the regular rate of compensation
26 for each workday on which a compliant meal period was not provided,
27 including by merely adding back the thirty minutes worked through without
28 paying the required meal period premium.

- 1 (c) Failing to authorize and permit employees to take timely and duty-free rest
2 periods. For example, Defendants:
- 3 i. required employees to work in excess of four consecutive hours a day
4 without Defendants authorizing and permitting them to take a 10-minute,
5 uninterrupted, duty-free rest period for every four hours of work (or major
6 fraction of four hours);
- 7 ii. required, pressured, or permitted employees to continue working through
8 rest periods due to workload, staffing, urgency, pressure to complete
9 assignments quickly, and pressure to avoid overtime;
- 10 iii. required or permitted team leads, including Marvin Jimenez, to discourage
11 employees from taking rest periods when the crew was busy, including by
12 telling employees words to the effect of only taking breaks if they “couldn’t
13 live with” themselves;
- 14 iv. continued to assert control over employees during rest periods by requiring
15 or expecting employees to keep their personal cell phones with them and
16 remain available to respond to work-related calls, text messages, questions,
17 updates, directions, and instructions; and/or
- 18 v. failed to pay one additional hour of pay at the regular rate of compensation
19 for each workday on which a compliant rest period was not authorized or
20 permitted.
- 21 (d) Failing to indemnify employees for work-related expenses. For example,
22 Defendants:
- 23 i. required employees to use their personal vehicles to travel to varying
24 customer locations throughout California, including Stater Bros., Chevron,
25 and other customer locations without fully reimbursing employees for
26 necessary vehicle-related expenses incurred in direct consequence of their
27 job duties and obedience to Defendants’ directions; and/or
- 28 ii. required employees to use their personal cell phones for work-related

1 purposes without reimbursement, including clocking in and out, tracking
2 mileage, tracking drive time, receiving store assignments, communicating
3 with supervisors and team leads, taking and transmitting photographs,
4 reviewing schematics, and receiving work-related calls, text messages,
5 directions, and instructions.

- 6 (e) Failing to provide employees with accurate, itemized wage statements
7 containing all information required by the Labor Code and IWC Wage
8 Orders. For example, Defendants failed to provide wage statements
9 accurately listing all hours worked, all applicable hourly rates, all gross
10 wages earned, all net wages earned, all overtime wages earned, all double-
11 time wages earned, all meal period premium wages earned, all rest period
12 premium wages earned, and all wages owed at the proper regular rate of pay.
- 13 (f) Maintaining inaccurate time records and/or altering, adjusting, or approving
14 time records in a manner that failed to capture all compensable time worked.
15 For example, Defendants required employees to record drive time and
16 mileage through Defendants' timekeeping and workforce management
17 systems, including ADP and/or Connecteam, but failed to include
18 compensable drive time beyond the employer-defined reasonable commute
19 period in overtime and double-time calculations. Defendants also
20 automatically clocked employees out at or around the end of scheduled
21 shifts, including Plaintiffs at approximately 7:05 a.m., even when employees
22 continued working. After Plaintiffs complained about Defendants' drive-
23 time and overtime practices, Defendants temporarily restricted Plaintiffs'
24 ability to view detailed timekeeping information, including breaks, mileage,
25 drive time, and time confirmations.

26 25. On information and belief, Defendants, and each of them, were on actual and
27 constructive notice of the improprieties alleged herein and intentionally refused to rectify their
28 unlawful policies. Defendants knew or should have known that Plaintiffs and the Class were not

1 being paid all wages owed because Defendants maintained, controlled, reviewed, approved,
2 audited, and/or adjusted employees' time records, drive-time entries, mileage entries, schedules,
3 payroll records, and wage statements through Defendants' timekeeping and workforce
4 management systems, including ADP and/or Connecteam. Defendants also knew or should have
5 known of the violations because Plaintiffs and other employees complained that compensable drive
6 time was being paid at a straight-time rate and was not being included in overtime and double-time
7 calculations. Defendants' violations, as alleged above, during all relevant times herein were willful
8 and deliberate.

9 26. As a result of these violations of Labor Code § 226(a), Plaintiffs and the Class
10 suffered injury because, among other things:

- 11 (a) the violations led them to believe that they were not entitled to be paid
12 minimum, straight time, overtime, meal period premium, and rest period
13 premium wages, even though they were entitled;
- 14 (b) the violations led them to believe that they had been paid the minimum,
15 straight time, overtime, meal period premium, and rest period premium
16 wages, even though they had not been;
- 17 (c) the violations led them to believe they were not entitled to be paid minimum,
18 straight time, overtime, meal period premium, and rest period premium
19 wages at the correct California rate even though they were entitled;
- 20 (d) the violations led them to believe they had been properly paid for
21 compensable drive time beyond Defendants' employer-defined reasonable
22 commute period, even though Defendants failed to pay such wages at the
23 correct overtime and/or double-time rates when required;
- 24 (e) the violations led them to believe they had been paid minimum, straight time,
25 overtime, meal period premium, and rest period premium wages at the
26 correct California rate even though they had not been;
- 27 (f) the violations hindered them from determining the amounts of minimum,
28 straight time, overtime, meal period premium, and rest period premium

wages owed to them;

- (g) in connection with their employment before and during this action, and in connection with prosecuting this action, the violations caused them to have to perform mathematical computations to determine the amounts of wages owed to them, computations they would not have to make if the wage statements contained the required accurate information;
- (h) by understating the wages truly due to them, the violations caused them to lose entitlement and/or accrual of the full amount of Social Security, disability, unemployment, and other governmental benefits; and,
- (i) the wage statements inaccurately understated the wages, hours, and wage rates to which Plaintiffs and the Class were entitled, and Plaintiffs and the Class were paid less than the wages and wage rates to which they were entitled.

27. Thus, Plaintiffs and the Class are owed the amounts provided for in Labor Code § 226(e) and injunctive relief under Labor Code § 226(h).

CLASS ACTION ALLEGATIONS

28. Plaintiffs bring certain claims individually, as well as on behalf of each and all other persons similarly situated, and thus, seeks class certification under California Code of Civil Procedure section 382.

29. All claims alleged herein arise under California law for which Plaintiff seeks relief authorized by California law.

30. The proposed Class consists of and is defined as:

All persons who worked for Defendant Premier National Solutions Inc. in California as an hourly-paid or non-exempt employee at any time during the period beginning four years before the filing of the initial complaint in this action and ending on the first day of trial in this matter.

31. At all material times, Plaintiffs were members of the Class.

32. Plaintiffs undertook this concerted activity to improve the wages and working conditions of all Class Members.

33. There is a well-defined community of interest in the litigation and the Class is readily ascertainable:

- (a) Numerosity: The members of the Class (and each subclass, if any) are so numerous that joinder of all members would be unfeasible and impractical. The membership of the entire Class is unknown to Plaintiff at this time; however, the Class is estimated to be greater than one hundred (100) individuals and the identity of such membership is readily ascertainable by inspection of Defendants' records.
- (b) Typicality: Plaintiffs are qualified to, and will, fairly and adequately protect the interests of each Class Member with whom there is a shared, well-defined community of interest, and Plaintiffs' claims are typical of all Class Members' claims as demonstrated herein.
- (c) Adequacy: Plaintiffs are qualified to, and will, fairly, and adequately protect the interests of each Class Member with whom there is a shared, well-defined community of interest and typicality of claims, as demonstrated herein. Plaintiffs have no conflicts with or interests antagonistic to any Class Member. Plaintiffs' attorneys, the proposed class counsel, are versed in the rules governing class action discovery, certification, and settlement. Plaintiffs have incurred, and throughout the duration of this action, will continue to incur costs and attorneys' fees that have been, are, and will be necessarily expended for the prosecution of this action for the substantial benefit of each class member.
- (d) Superiority: A Class action is superior to other available methods for the fair and efficient adjudication of the controversy, including consideration of:
 - 1) The interests of the members of the Class in individually controlling the prosecution or defense of separate actions;
 - 2) The extent and nature of any litigation concerning the controversy already commenced by or against members of the Class;

3) The desirability or undesirability of concentrating the litigation of the claims in the particular forum; and,

34. The difficulties likely to be encountered in the management of a class action.

35. Public Policy Considerations: The public policy of the State of California is to resolve the Labor Code claims of many employees through a class action. Indeed, current employees are often afraid to assert their rights out of fear of direct or indirect retaliation. Former employees are also fearful of bringing actions because they believe their former employers might damage their future endeavors through negative references and/or other means. Class actions provide the Class Members who are not named in the complaint with a type of anonymity that allows for the vindication of their rights at the same time as their privacy is protected.

36. There are common questions of law and fact as to the Class (and each subclass, if any) that predominate over questions affecting only individual members, including without limitation, whether, as alleged herein, Defendants have:

- (a) Failed to pay Class Members for all hours worked, including minimum, straight time, and overtime wages;
- (b) Failed to include compensable drive time beyond Defendants' employer-defined reasonable commute period as hours worked for purposes of calculating overtime and double-time compensation;
- (c) Failed to pay compensable drive time at the correct overtime and/or double-time rates when Class Members worked more than eight hours in a workday, more than forty hours in a workweek, and/or more than twelve hours in a workday;
- (d) Failed to provide Class Members with timely, uninterrupted, and duty-free meal periods and failed to pay meal period premium wages;
- (e) Failed to authorize and permit Class Members to take timely, uninterrupted, and duty-free rest periods and failed to pay rest period premium wages;
- (f) Failed to indemnify Class Members for expenditures
- (g) Failed to provide Class Members with accurate wage statements;

- 1 (h) Violated California Business & Professions Code §§ 17200 *et. seq.* as a
2 result of their illegal conduct as described above.

3 37. This Court should permit this action to be maintained as a class action pursuant to
4 California Code of Civil Procedure § 382 because:

- 5 (a) The questions of law and fact common to the Class predominate over any
6 question affecting only individual members;
- 7 (b) A class action is superior to any other available method for the fair and
8 efficient adjudication of the claims of the members of the Class;
- 9 (c) The members of the Class are so numerous that it is impractical to bring all
10 members of the class before the Court;
- 11 (d) Plaintiffs, and the other members of the Class, will not be able to obtain
12 effective and economic legal redress unless the action is maintained as a
13 class action;
- 14 (e) There is a community of interest in obtaining appropriate legal and equitable
15 relief for the statutory violations, and in obtaining adequate compensation
16 for the damages and injuries for which Defendants are responsible in an
17 amount sufficient to adequately compensate the members of the Class for
18 the injuries sustained;
- 19 (f) Without class certification, the prosecution of separate actions by individual
20 members of the class would create a risk of:
- 21 1) Inconsistent or varying adjudications with respect to individual
22 members of the Class which would establish incompatible standards
23 of conduct for Defendants; and/or,
- 24 2) Adjudications with respect to the individual members which would,
25 as a practical matter, be dispositive of the interests of other members
26 not parties to the adjudications, or would substantially impair or
27 impede their ability to protect their interests, including but not
28 limited to the potential for exhausting the funds available from those

parties who are, or may be, responsible Defendants; and,

(g) Defendants have acted or refused to act on grounds generally applicable to the Class, thereby making final injunctive relief appropriate with respect to the class as a whole.

38. Plaintiffs contemplate the eventual issuance of notice to the proposed members of the Class that would set forth the subject and nature of the instant action. Defendants' own business records may be utilized for assistance in the preparation and issuance of the contemplated notices. To the extent that any further notices may be required, Plaintiffs contemplate the use of additional techniques and forms commonly used in class actions, such as published notice, e-mail notice, website notice, first-class mail, or combinations thereof, or by other methods suitable to the Class and deemed necessary and/or appropriate by the Court.

FIRST CAUSE OF ACTION

(Against All Defendants for Failure to Pay Minimum and Straight Time Wages for All Hours Worked)

39. Plaintiffs incorporate by reference and reallege, as if fully stated herein, the above paragraphs.

40. "Hours worked" is the time during which an employee is subject to the control of an employer and includes all the time the employee is suffered or permitted to work, whether or not required to do so.

41. At all relevant times herein mentioned, Defendants knowingly failed to pay Plaintiffs and the Class compensation for all hours they worked. For example, Defendants required or permitted Plaintiffs and the Class to perform compensable work without pay. Defendants' timekeeping system automatically clocked employees out at or around the end of their scheduled shifts, even when employees continued performing work. Plaintiffs and other employees continued working after being automatically clocked out, including by completing assignments, cleaning up job sites, assisting team leads, and performing other work-related duties.

42. Defendants also required or permitted Plaintiffs and other employees to clock out at the end of their shifts, but then directed or permitted them to continue assisting with post-shift

1 cleanup and other job-site tasks. For example, team leads, including Marvin Jimenez, asked
2 Plaintiffs to assist with cleanup after Plaintiffs had already clocked out.

3 43. Defendants further required or permitted Plaintiffs and other employees to perform
4 work during unpaid meal periods. Plaintiffs and other employees would clock out for meal periods,
5 but team leads, including Marvin Jimenez, instructed them to continue working due to urgent
6 assignments.

7 44. Defendants also required Plaintiffs and other employees to use and monitor their
8 personal cell phones for work-related purposes, including during unpaid time and breaks. Plaintiffs
9 and other employees used their personal cell phones to clock in and out, track mileage, track drive
10 time, receive store assignments, communicate with supervisors and team leads, take and transmit
11 photographs of completed aisles, review schematics, and receive work-related calls, text messages,
12 directions, and instructions.

13 45. Defendants required or permitted Plaintiffs and other employees to remain available
14 by personal cell phone to respond to work-related questions, assignment updates, directions, and
15 instructions from supervisors, team leads, and coworkers. If Plaintiffs did not respond right away,
16 supervisors or team leads would continue calling or texting until they responded.

17 46. Defendants also required Plaintiffs and other employees to perform uniform-related
18 tasks before clocking in and after clocking out, including changing into or otherwise preparing
19 company-required apparel before and after recorded shifts.

20 47. Defendants knew or should have known Plaintiffs and the Class performed this
21 unpaid work because Defendants' supervisors and team leads directed, assigned, permitted, or
22 suffered the work, and because Defendants maintained, reviewed, approved, audited, and/or
23 adjusted employees' time records through ADP, Connecteam, and related timekeeping systems.

24 48. By their failure to pay compensation for each hour worked as alleged above,
25 Defendants willfully violated the provisions of Labor Code § 1194, and any additional applicable
26 Wage Orders that require such compensation to non-exempt employees.

27 49. Accordingly, Plaintiffs and the Class are entitled to recover minimum and straight
28 time wages for all non-overtime hours worked for Defendants.

51. By virtue of the Defendants' unlawful failure to pay additional compensation to Plaintiffs and the Class for their non-overtime hours worked without pay, Plaintiffs and the Class suffered, and will continue to suffer, damages in amounts which are presently unknown to Plaintiffs and the Class and which will be ascertained according to proof at trial.

52. By failing to keep adequate time records required by Labor Code § 1174(d), Defendants have made it difficult to calculate the full extent of minimum wage compensation due Plaintiffs and the Class.

53. Pursuant to Labor Code § 1194.2, Plaintiffs and the Class are entitled to recover liquidated damages (double damages) for Defendants' failure to pay minimum wages.

54. Plaintiffs and the Class are also entitled to seek recovery of all unpaid minimum and straight time wages, interest, and reasonable attorneys' fees and costs pursuant to Labor Code §§ 218.5, 218.6, and 1194(a).

SECOND CAUSE OF ACTION

(Against All Defendants for Failure to Pay Overtime Wages)

55. Plaintiffs incorporate by reference and reallege, as if fully stated herein, the above paragraphs.

56. California Labor Code §§510, 1194 and 1198 require employers to pay at least minimum wage for all hours worked, pay overtime wages payable at the rate of at least one and one-half times the regular rate of pay for more than eight hours in one workday or more than forty hours in one workweek. Employees are entitled to double overtime wages payable at the rate of at least twice the regular rate of pay for work in excess of twelve hours in one workday or work in excess of eight hours on any seventh day of a workweek.

57. At all times relevant to this Complaint, Plaintiffs and the Class were non-exempt employees and regularly worked more than eight hours in a workday and/or more than forty (40) hours in a workweek and were entitled to the protections of California Labor Code §§ 510, 1194, and the applicable IWC Wage Order. Defendants failed to compensate Plaintiffs for all overtime

1 hours worked as required under the foregoing provision of the California Labor Code and
2 applicable IWC Wage Order by, among other things: failing to include compensable drive time
3 beyond Defendants' employer-defined reasonable commute period as hours worked for purposes
4 of calculating overtime and double-time compensation; paying compensable drive time at a
5 straight-time rate only, even when such time caused Plaintiffs and the Class to work more than
6 eight hours in a workday, more than forty hours in a workweek, and/or more than twelve hours in
7 a workday; failing to calculate overtime and double-time wages at the proper regular rate of pay,
8 including where Plaintiffs and the Class were paid multiple hourly rates in the same workweek,
9 such as one rate for on-site merchandising work and a separate lower rate for drive time; requiring,
10 permitting, or suffering Plaintiffs and the Class to perform off-the-clock work that was not included
11 in their hours worked for overtime purposes, including work performed after automatic clock-outs,
12 post-shift cleanup work, work-related cell phone use, and work performed during unpaid meal and
13 rest periods; requiring, permitting, or suffering Plaintiffs and the Class to remain subject to
14 Defendants' control during unpaid meal and rest periods by requiring them to continue working,
15 remain available by personal cell phone, and respond to work-related calls, text messages,
16 questions, directions, updates, and instructions; inaccurately recording, adjusting, approving,
17 and/or maintaining time records in a manner that failed to capture all compensable time worked;
18 and failing to maintain accurate records of all hours worked by Plaintiffs and the Class.

19 58. At all times relevant hereto, Defendants failed to pay Plaintiffs and the Class all
20 overtime compensation owed for the hours they have worked in excess of eight (8) hours in a
21 workday and/or forty (40) hours in a workweek, as required by Labor Code §§ 510 and 1198.

22 59. By virtue of Defendants' unlawful failure to pay additional premium rate
23 compensation to Plaintiffs and the Class for their overtime hours worked, Plaintiffs and the Class
24 have suffered, and will continue to suffer, damages in amounts which are presently unknown to
25 them but which exceed the jurisdictional minimum of this Court and which will be ascertained
26 according to proof at trial.

27 60. By failing to keep adequate time records required by Labor Code § 1174(d),
28 Defendants have made it difficult to calculate the full extent of overtime compensation due to

1 Plaintiffs and the Class.

2 61. Plaintiffs and the Class also request recovery of overtime compensation according
3 to proof, interest, attorneys' fees and costs pursuant to Labor Code § 1194(a), as well as the
4 assessment of any statutory penalties against Defendants, in a sum as provided by the Labor Code
5 and/or other statutes.

6 **THIRD CAUSE OF ACTION**

7 **(Against All Defendants for Failure to Provide Meal Periods)**

8 62. Plaintiffs incorporate by reference and reallege, as if fully stated herein, the above
9 paragraphs.

10 63. California law requires an employer to provide an employee an uninterrupted meal
11 period of no less than thirty minutes before the end of a five-hour work period during which
12 employees are relieved of all duties. A second meal period of not less than 30 minutes is required
13 if an employee works more than 10 hours in one day. (Lab. Code §§ 226.7, 512; Wage Orders, 11;
14 *Brinker Restaurant Corp v. Superior Ct.* (2012) 53 Cal.4th 1004, 1049.) The Wage Order's meal
15 period requirement is satisfied if the employee (1) has at least 30 minutes uninterrupted, (2) is free
16 to leave the premises, and (3) is relieved of all duty for the entire period. (*Brinker Restaurant Corp.*
17 *v. Superior Court, supra*, at 1036.) An employer must relinquish control over their activities,
18 permit a reasonable opportunity to take an uninterrupted 30-minute break, and not impede or
19 discourage an employee from taking a meal break. (*Id.* at p. 1040.) If the employee is not relieved
20 of all duty during a meal period, the meal period shall be considered an "on duty" meal period and
21 counted as time worked. (*Id.* at p. 1035.) "An employer may not undermine a formal policy of
22 providing meal breaks by pressuring employees to perform their duties in ways that omit breaks.
23 (*Cicairos v. Summit Logistics, Inc.* (2005) 133 Cal.App.4th 949, 962–963; see also *Jaimez v.*
24 *Daiohs USA, Inc.*, (2010) 181 Cal.App.4th 1286, 1304–1305 [proof of common scheduling policy
25 that made taking breaks extremely difficult would show violation]; *Dilts v. Penske Logistics, LLC*
26 (S.D.Cal. 2010) 267 F.R.D. 625, 638 [indicating informal anti-meal-break policy "enforced
27 through 'ridicule' or 'reprimand'" would be illegal].) The wage orders and governing statute do
28

1 not countenance an employer's exerting coercion against the taking of, creating incentives to forgo,
2 or otherwise encouraging the skipping of legally protected breaks.” (*Id.* at p. 1040.)

3 64. If an employer fails to provide an employee a meal period in accordance with the
4 law, the employer must pay the employee one hour of pay at the employee’s regular rate of pay for
5 each workday that a legally required meal period was not timely provided or was not duty-free.
6 (Lab. Code §226.7(c)). The California Supreme Court held that premium pay for denying an
7 employee a meal or rest break constitutes “wages.” (*Naranjo v Spectrum Security Services, Inc.*
8 (2022) 13 Cal.5th 93.)

9 65. Defendants regularly failed to provide Plaintiffs and the Class timely, uninterrupted,
10 duty-free, full thirty-minute meal periods for each five-hour period of work as required under the
11 foregoing provisions of the California Labor Code and applicable IWC Wage Order. For example,
12 Plaintiffs and the Class worked shifts exceeding five hours, with meal periods generally scheduled
13 during the overnight shift. However, Plaintiffs and the Class were, from time to time, required,
14 pressured, or permitted to continue working during unpaid meal periods due to urgent assignments,
15 workload, staffing, and pressure to complete assignments quickly. Plaintiffs would clock out for
16 meal periods at or around his designated meal period time, but team leads, including Marvin
17 Jimenez, instructed Plaintiffs and other employees to continue working because of the urgency of
18 certain assignments. Plaintiffs and the Class were also required or expected to keep their personal
19 cell phones with them during meal periods and remain available to respond to work-related calls,
20 text messages, questions, assignment updates, directions, and instructions from supervisors, team
21 leads, and coworkers. If Plaintiffs did not respond right away, supervisors or team leads would
22 continue calling or texting until he responded. As a result, Plaintiffs and the Class were not relieved
23 of all duty during meal periods. Defendants further failed to pay Plaintiffs and the Class meal
24 period premium wages when compliant meal periods were not provided, including by merely
25 adding back the thirty minutes worked through without paying the required one-hour meal period
26 premium. By their failure to permit and authorize Plaintiffs and the Class to take all meal periods
27 as alleged above (or due to the fact that Defendants made it impossible or impracticable to take
28

these uninterrupted meal periods), Defendants willfully violated the provisions of Labor Code § 226.7 and the applicable Wage Orders.

66. Under California law, Plaintiffs and the Class are entitled to be paid one hour of additional wages for each workday they were not provided with all required meal period(s), plus interest thereon.

FOURTH CAUSE OF ACTION

(Against All Defendants for Failure to Authorize and Permit Rest Periods)

67. Plaintiffs incorporate by reference and reallege, as if fully stated herein, the above paragraphs.

68. California Labor Code §226.7 and the applicable Industrial Welfare Commission Order §12 requires that employers must provide employees timely, uninterrupted 10-minute rest breaks, free of all duty, for every 4 hours worked or major fraction thereof. If an employer fails to provide an employee a rest break in accordance with the applicable provisions of this order, the employer shall pay the employee one hour of pay at the employee's regular rate of compensation for each workday that the rest break is not provided as a rest break premium wage. Employees are entitled to a 10-minute rest break for shifts from three and one-half to six hours in length, 20 minutes for shifts of more than six hours up to 10 hours, 30 minutes for shifts of more than 10 hours up to 14 hours, and so on." (*Brinker Restaurant Corp. v. Superior Court* (2012) 53 Cal.4th 1004, 1029.) Furthermore, "Employers must relieve employees of all duties and relinquish control over how employees spend their time during rest periods. (*Augustus v. ABM Security Services, Inc.* (2016) 2 Cal.5th 257, 269.) This obligation includes allowing employees to leave the premises during their rest periods.

69. Under California law, Plaintiffs and the Class are entitled to be paid one hour of premium wages at their regular rate of pay for each workday they were not provided with all required rest break(s), plus interest thereon.

70. Despite these legal requirements, Defendants failed to authorize and permit Plaintiffs and the Class to take timely, uninterrupted, and duty-free rest periods, regardless of whether employees worked shifts long enough to entitle them to rest periods. For example,

1 Plaintiffs and the Class generally worked overnight shifts with rest periods scheduled during the
2 shift, but Defendants required, pressured, or permitted employees to continue working through rest
3 periods due to workload, staffing, urgency, pressure to complete assignments quickly, and pressure
4 to avoid overtime. Team leads, including Marvin Jimenez, did not relieve Plaintiffs and other
5 employees for all required rest periods and at times insisted employees finish as many assignments
6 as quickly as possible throughout their shifts. Marvin also discouraged employees from taking rest
7 periods when the crew was busy, including by telling employees words to the effect of only taking
8 breaks if they “couldn’t live with” themselves.

9 71. Defendants also continued to assert control over Plaintiffs and the Class during rest
10 periods by requiring or expecting employees to keep their personal cell phones with them and
11 remain available to respond to work-related calls, text messages, questions, assignment updates,
12 directions, and instructions from supervisors, team leads, and coworkers. If Plaintiffs did not
13 respond right away, supervisors or team leads would continue calling or texting until he responded.
14 As a result, Plaintiffs and the Class were not relieved of all duties during rest periods.

15 72. Defendants further failed to pay Plaintiffs and the Class rest period premium wages
16 when compliant rest periods were not authorized or permitted, including when Plaintiffs indicated
17 that he missed rest periods. By their failure to permit and authorize Plaintiffs and the Class to take
18 rest periods as alleged above (or due to the fact that Defendants made it impossible or impracticable
19 to take these uninterrupted rest periods), Defendants willfully violated the provisions of Labor
20 Code § 226.7 and the applicable Wage Orders.

21 73. Under California law, Plaintiffs and the Class are entitled to be paid one hour of
22 premium wages rate for each workday they were not provided with all required rest break(s), plus
23 interest thereon.

24 **FIFTH CAUSE OF ACTION**

25 **(Against All Defendants for Failure to Indemnify Employees for Expenditures)**

26 74. Plaintiffs incorporate by reference and reallege, as if fully stated herein, the above
27 paragraphs.

28 ///

1 75. Plaintiffs and the Class were required to incur substantial necessary expenditures
2 and losses in direct consequence of the discharge of their duties or of their obedience to directions
3 of Defendants. For example, For example, Defendants required Plaintiffs and the Class to use their
4 personal vehicles to travel to varying customer locations throughout California, including Stater
5 Bros., Chevron, and other customer locations. Defendants maintained a policy and practice of
6 treating the first fifteen miles of travel each way, or thirty miles total per shift, as non-reimbursable
7 normal commute mileage. Plaintiffs does not seek reimbursement in this action for the first fifteen
8 miles of travel each way that Defendants designated as normal commute mileage. However,
9 Defendants' own policy and practice recognized that mileage beyond the thirty-mile normal
10 commute deduction was work-related mileage incurred in direct consequence of employees' duties
11 and obedience to Defendants' directions. Defendants required Plaintiffs and the Class to record
12 mileage for work-related travel and reimbursed mileage beyond the normal commute deduction at
13 approximately \$0.70 per mile.

14 76. Defendants failed to fully reimburse Plaintiffs and the Class for necessary vehicle
15 expenses because, on information and belief, Defendants reimbursed work-related mileage at
16 approximately \$0.70 per mile during 2026, even though the IRS standard business mileage rate for
17 2026 was approximately \$0.725 per mile. Although Plaintiffs does not allege that the IRS mileage
18 rate is the exclusive method for satisfying Labor Code § 2802, Defendants' reimbursement rate
19 failed to fully indemnify Plaintiffs and the Class for necessary vehicle-related expenses incurred
20 for work-related travel beyond the employer-defined normal commute mileage.

21 77. Defendants also required Plaintiffs and the Class to use their personal cell phones
22 for work-related purposes. Plaintiffs and the Class were required or expected to carry their personal
23 cell phones with them at all times, including during meal and rest periods, so that supervisors, team
24 leads, and coworkers could ask work-related questions, request updates on assignments, provide
25 work-related instructions, and direct employees to other assignments or locations. If Plaintiffs did
26 not respond right away, supervisors or team leads would continue calling or texting until he
27 responded.

28 ///

79. Defendants violated Labor Code § 2802 by failing to pay and indemnify Plaintiffs and the Class for necessary expenditures and losses incurred in direct consequence of the discharge of their duties or of their obedience to directions of Defendants, including, but not limited to, unreimbursed vehicle expenses, under-reimbursed mileage expenses, and unreimbursed personal cell phone expenses incurred for work-related purposes.

80. As a result, Plaintiffs and the Class were damaged at least in the amounts of the expenses they paid, incurred, or were not fully reimbursed for by Defendants.

81. Plaintiffs and the Class are entitled to reasonable attorney's fees, expenses, and costs of suit pursuant to Labor Code § 2802(c) and interest pursuant to Labor Code § 2802(b).

**(Against All Defendants for Failure to Provide and Maintain
Accurate and Compliant Wage Records)**

82. Plaintiffs incorporate by reference and reallege, as if fully stated herein, the above paragraphs.

83. At all material times set forth herein, Labor Code § 226(a) provides that every employer shall furnish each of his or her employees an accurate itemized wage statement in writing showing nine pieces of information, including: (1) gross wages earned, (2) total hours worked by the employee, (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and the last four digits of his or her social security number or an employee identification number

1 other than a social security number, (8) the name and address of the legal entity that is the
2 employer, and (9) all applicable hourly rates in effect during the pay period and the corresponding
3 number of hours worked at each hourly rate by the employee.

4 84. Defendants have intentionally and willfully failed to provide employees with
5 complete and accurate wage statements compliant with these Labor Code sections. For example,
6 Defendants failed to provide accurate itemized wage statements because the wage statements did
7 not accurately reflect all hours worked, all applicable hourly rates, all gross wages earned, all net
8 wages earned, and all wages owed to Plaintiffs and the Class. Plaintiffs and the Class were paid at
9 multiple hourly rates, including one rate for on-site merchandising work and a separate lower rate
10 for drive time, but Defendants failed to accurately list and pay all wages owed at the correct rates,
11 including overtime and double-time wages owed when compensable drive time beyond
12 Defendants' employer-defined reasonable commute period caused employees to work more than
13 eight hours in a workday, more than forty hours in a workweek, and/or more than twelve hours in
14 a workday.

15 85. Defendants' wage statements were also inaccurate because they failed to reflect all
16 compensable hours worked by Plaintiffs and the Class, including work performed after automatic
17 clock-outs, post-shift cleanup work, work performed during unpaid meal periods, required work-
18 related cell phone use, and other off-the-clock work. Because these hours were not accurately
19 recorded or paid, the wage statements understated the total hours worked, gross wages earned, net
20 wages earned, and wages due to Plaintiffs and the Class.

21 86. Defendants further failed to accurately report all premium wages owed to Plaintiffs
22 and the Class. Defendants failed to pay and accurately report meal period premium wages and rest
23 period premium wages when Plaintiffs and the Class were not provided timely, uninterrupted, and
24 duty-free meal and rest periods.

25 87. As a result of Defendants' violation of Labor Code §§ 226(a), Plaintiffs and the
26 Class have suffered injury and damage to their statutorily protected rights.

27 88. Specifically, Plaintiffs and the members of the Class have been injured by
28 Defendants' intentional violations of California §§ 226(a) because they were denied both their

1 legal right to receive, and their protected interest in receiving, accurate, itemized wage statements
2 under Labor Code § 226(a).

3 89. Calculation of the true wage entitlement for Plaintiffs and the Class is difficult and
4 time consuming. As a result of this unlawful burden, Plaintiffs and the Class were also injured as
5 a result of having to bring this action to attempt to obtain correct wage information following
6 Defendants' refusal to comply with many of the mandates of California's Labor Code and related
7 laws and regulations.

8 90. Plaintiffs and the Class are entitled to recover from Defendants the greater of their
9 actual damages caused by Defendants' failure to comply with Labor Code § 226(a), or an aggregate
10 penalty not exceeding four thousand dollars (\$4,000) per employee.

11 91. Plaintiffs and the Class are also entitled to injunctive relief, as well as an award of
12 attorney's fees and costs to ensure compliance with this section, pursuant to Labor Code § 226(h).

13 **SEVENTH CAUSE OF ACTION**

14 **(Against All Defendants for Violations of California**

15 **Business & Professions Code §§ 17200, et seq.)**

16 92. Plaintiffs incorporate by reference and reallege, as if fully stated herein, the above
17 paragraphs.

18 93. Defendants, and each of them, are "persons" as defined under California Business
19 & Professions Code § 17201.

20 94. Defendants' conduct, as alleged herein, has been, and continues to be, unfair,
21 unlawful, and harmful to Plaintiffs, other Class Members, and to the general public. Plaintiffs
22 seeks to enforce important rights affecting the public interest within the meaning of Code of Civil
23 Procedure § 1021.5.

24 95. Defendants' activities, as alleged herein, are violations of California law, and
25 constitute unlawful business acts and practices in violation of California Business & Professions
26 Code §§ 17200, et seq.

27 96. A violation of California Business & Professions Code §§ 17200, et seq. may be
28 predicated on the violation of any state or federal law. All of the acts described above in the

foregoing causes of action are unlawful and in violation of public policy; and are immoral, unethical, oppressive, fraudulent and unscrupulous, and thereby constitute unfair, unlawful and/or fraudulent business practices in violation of California Business & Professions Code §§ 17200, et seq.

97. By and through their unfair, unlawful, and/or fraudulent business practices described herein, the Defendants, have obtained valuable property, money and services from Plaintiffs, and all persons similarly situated, and has deprived Plaintiffs, and all persons similarly situated, of valuable rights and benefits guaranteed by law, all to their detriment.

98. Plaintiffs and the Class Members suffered monetary injury as a direct result of Defendants' wrongful conduct.

99. Plaintiffs, individually, and on behalf of members of the putative Class, is entitled to, and does, seek such relief as may be necessary to disgorge money and/or property which the Defendants have wrongfully acquired, or of which Plaintiffs and the Class have been deprived, by means of the above-described unfair, unlawful and/or fraudulent business practices. Plaintiffs and the Class are not obligated to establish individual knowledge of the wrongful practices of Defendants in order to recover restitution.

100. Plaintiffs, individually, and on behalf of members of the putative class, is further entitled to, and does, seek a declaration that the above-described business practices are unfair, unlawful and/or fraudulent, and injunctive relief restraining the Defendants, and each of them, from engaging in any of the above-described unfair, unlawful and/or fraudulent business practices in the future.

101. Plaintiffs, individually, and on behalf of members of the putative class, has no plain, speedy, and/or adequate remedy at law to redress the injuries which the Class Members suffered as a consequence of the Defendants' unfair, unlawful and/or fraudulent business practices. As a result of the unfair, unlawful and/or fraudulent business practices described above, Plaintiffs, individually, and on behalf of members of the putative Class, has suffered and will continue to suffer irreparable harm unless the Defendants, and each of them, are restrained from continuing to engage in said unfair, unlawful and/or fraudulent business practices.

102. Plaintiffs also alleges that, if Defendants are not enjoined from the conduct set forth herein above, they will continue to avoid paying the appropriate taxes, insurance, and other withholdings.

103. Pursuant to California Business & Professions Code §§ 17200, et seq., Plaintiffs and putative Class Members are entitled to restitution of the wages withheld and retained by Defendants during a period that commences four years prior to the filing of this complaint; a permanent injunction requiring Defendants to pay all outstanding wages due to Plaintiffs and Class Members; an award of attorneys' fees pursuant to California Code of Civil Procedure § 1021.5 and other applicable laws; and an award of costs.

EIGHTH CAUSE OF ACTION

(Against all Defendants for Civil Penalties Under the Private Attorneys General Act of 2004, Cal. Lab. Code § 2698, et seq.)

104. Plaintiffs realleges and incorporates by reference all preceding paragraphs of this Complaint as though fully set forth herein

105. At all relevant times, Defendants were subject to the California Labor Code and the applicable Industrial Welfare Commission Wage Orders.

106. Plaintiffs bring this cause of action as an aggrieved employee, individually and as a representative on behalf of the State of California and all other current and former aggrieved employees pursuant to the Private Attorneys General Act of 2004 ("PAGA"), Labor Code sections 2698 et seq.

107. Plaintiff Burrell exhausted the administrative prerequisites to the commencement of this action as required by Labor Code section 2699.3. On **June 8, 2026**, Plaintiff Burrell submitted written notice by online filing to the California Labor and Workforce Development Agency ("LWDA") and provided notice to Defendants identifying the specific provisions of the Labor Code alleged to have been violated, along with the facts and theories supporting those violations. Plaintiffs paid the required filing fee. The LWDA assigned this matter **Case No. LWDA-CM-1182970-26**.

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1 108. The sixty-five (65) day statutory period for LWDA review elapsed for Plaintiff
2 Burrell on **August 12, 2026** without the LWDA providing notice of its intent to investigate.
3 Accordingly, Plaintiff Burrell satisfied the administrative exhaustion requirements of Labor Code
4 section 2699.3 and is authorized to pursue civil penalties under PAGA.

5 109. Plaintiff Wilcox exhausted the administrative prerequisites to the commencement
6 of this action as required by Labor Code section 2699.3. On **July 2, 2026**, Plaintiff Wilcox
7 submitted written notice by online filing to the California Labor and Workforce Development
8 Agency (“LWDA”) and provided notice to Defendants identifying the specific provisions of the
9 Labor Code alleged to have been violated, along with the facts and theories supporting those
10 violations. Plaintiffs paid the required filing fee. The LWDA assigned this matter **Case No.**
11 **LWDA-CM-1188466-26.**

12 110. The sixty-five (65) day statutory period for LWDA review elapsed for Plaintiff
13 Wilcox on **September 7, 2026** without the LWDA providing notice of its intent to investigate.
14 Accordingly, Plaintiffs satisfied the administrative exhaustion requirements of Labor Code section
15 2699.3 and is authorized to pursue civil penalties under PAGA.

16 111. The statute of limitations applicable to the PAGA claims was tolled during the
17 period of administrative exhaustion pursuant to Labor Code section 2699.3(d).

18 112. The Labor Code violations alleged in this cause of action are the same violations
19 identified in Plaintiffs’ LWDA notice and arise from Defendants’ uniform policies, practices, and
20 course of conduct applicable to Plaintiffs and other aggrieved employees. Plaintiffs seeks to
21 recover civil penalties for all such violations experienced by Plaintiffs and other aggrieved
22 employees during the PAGA period.

23 113. Plaintiffs have standing to pursue civil penalties for the violations alleged herein
24 because Plaintiffs were employed by Defendants during the PAGA period and personally
25 experienced the Labor Code violations identified in the LWDA notice. The alleged violations arose
26 from Defendants’ uniform policies and practices and affected Plaintiffs and other aggrieved
27 employees in the same or similar manner, and were not the result of isolated or employee-specific
28 circumstances.

114. Based on the conduct described in this Complaint, Defendants violated the California Labor Code, including but not limited to sections 204, 226(a), 226.7, 510, 1194, 1197, and 2802.

115. Defendants' violations were willful, knowing, and systematic, and resulted from company-wide policies and practices. Upon information and belief, such violations continued during the PAGA period and, absent judicial intervention, will continue to occur, thereby exposing Defendants to ongoing civil penalties.

116. As a direct and proximate result of Defendants' unlawful conduct, Plaintiffs seek recovery of civil penalties pursuant to Labor Code section 2699(a), including any applicable statutory penalties, and pursuant to Labor Code section 2699(f) for violations for which no specific civil penalty is provided, together with all other relief available under PAGA

117. Plaintiffs seek recovery of civil penalties on behalf of the State of California and all aggrieved employees, with sixty-five percent (65%) of any civil penalties recovered payable to the LWDA and thirty-five percent (35%) payable to the aggrieved employees, as provided by Labor Code section 2699(m).

118. Plaintiffs further seek reasonable attorneys' fees and costs pursuant to Labor Code section 2699(k)(1), interest as permitted by law, and such other relief as the Court deems just and proper.

PRAYER FOR RELIEF

Plaintiffs, individually, and on behalf of all others similarly situated only with respect to the class claims, prays for relief and judgment against Defendants, jointly and severally, as follows:

CLASS CERTIFICATION

1. That this action be certified as a class action with respect to the first through eighth causes of action;

2. That Plaintiffs be appointed as the representatives of the Class; and,

3. That counsel for Plaintiffs be appointed as Class Counsel.

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AS TO THE FIRST CAUSE OF ACTION

1 1. That the Court declare, adjudge and decree that Defendants violated California
2 Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198, and the applicable IWC Wage Order
3 by willfully failing to pay minimum wages and/or straight time wages to Plaintiffs and Class
4 Members;
5

6 2. For general unpaid wages and such general and special damages as may be
7 appropriate;

8 3. For pre-judgment interest on any unpaid compensation from the date such amounts
9 were due, or as otherwise provided by law;

10 4. For reasonable attorneys' fees and for costs of suit incurred herein pursuant to
11 California Labor Code section 1194(a);

12 5. For liquidated damages pursuant to California Labor Code section 1194.2; and

13 6. For such other and further relief as the Court may deem equitable and appropriate.

AS TO THE SECOND CAUSE OF ACTION

14 1. That the Court declare, adjudge, and decree that Defendants violated California
15 Labor Code sections 510 and 1198, and the applicable IWC Wage Order by willfully failing to pay
16 all overtime wages due to Plaintiffs and Class Members;
17

18 2. For general unpaid wages at overtime wage rates and such general and special
19 damages as may be appropriate;

20 3. For pre-judgment interest on any unpaid overtime compensation commencing from
21 the date such amounts were due, or as otherwise provided by law;

22 4. For reasonable attorneys' fees and for costs of suit incurred herein pursuant to
23 California Labor Code section 1194(a); and

24 5. For such other and further relief as the Court may deem equitable and appropriate.

AS TO THE THIRD CAUSE OF ACTION

25 1. That the Court declare, adjudge, and decree that Defendants violated California
26 Labor Code sections 226.7, 512(a), 516, and 1198, and the applicable IWC Wage Order by
27 willfully failing to provide all meal periods to Plaintiffs and Class Members;
28

2. That the Court make an award to the Plaintiffs and Class Members of one (1) hour of pay at each employee's regular rate of pay for each workday that a meal period was not provided;

3. For all actual, consequential, and incidental losses and damages, according to proof;

4. For premiums pursuant to California Labor Code section 226.7(c);

5. For pre-judgment interest on any unpaid meal period premiums from the date such amounts were due, or as otherwise provided by law;

6. For attorneys' fees pursuant to California Code of Civil Procedure section 1021.5, or as otherwise provided by law; and

7. For such other and further relief as the Court may deem equitable and appropriate.

AS TO THE FOURTH CAUSE OF ACTION

1. That the Court declare, adjudge and decree that Defendants violated California Labor Code sections 226.7, 516, and 1198, and the applicable IWC Wage Order by willfully failing to authorize and permit Plaintiffs and Class Members to take all rest periods;

2. That the Court make an award to the Plaintiffs and Class Members of one (1) hour of pay at each employee's regular rate of pay for each workday that a rest period was not authorized and permitted;

3. For all actual, consequential, and incidental losses and damages, according to proof;

4. For premiums pursuant to California Labor Code section 226.7(c);

5. For pre-judgment interest on any unpaid rest period premiums from the date such amounts were due, or as otherwise provided by law;

6. For attorneys' fees pursuant to California Code of Civil Procedure section 1021.5, or as otherwise provided by law; and

7. For such other and further relief as the Court may deem equitable and appropriate.

AS TO THE FIFTH CAUSE OF ACTION

1. That the Court declare, adjudge and decree that Defendants violated California Labor Code section 2802 by willfully failing to reimburse and/or indemnify all business-related expenses and costs incurred by Plaintiffs and Class Members;

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2. For unpaid business-related expenses and such general and special damages as may be appropriate;

3. For pre-judgment interest on any unpaid business-related expenses from the date such amounts were due, or as otherwise provided by law;

4. For all actual, consequential, and incidental losses and damages, according to proof;

5. For attorneys' fees and costs pursuant to California Labor Code section 2802(c), or as otherwise provided by law; and

6. For such other and further relief as the Court may deem equitable and appropriate.

AS TO THE SIXTH CAUSE OF ACTION

1. That the Court declare, adjudge and decree that Defendants violated the recordkeeping provisions of California Labor Code section 226(a) and the applicable IWC Wage Order as to Plaintiffs and Subclass Members, and willfully failed to provide accurate itemized wage statements thereto;

2. For all actual, consequential, and incidental losses and damages, according to proof;

3. For injunctive relief pursuant to California Labor Code section 226(h);

4. For statutory penalties pursuant to California Labor Code section 226(e);

5. For attorneys' fees and costs pursuant to California Labor Code section 226(e)(1); and

6. For such other and further relief as the Court may deem equitable and appropriate.

AS TO THE SEVENTH CAUSE OF ACTION

1. That the Court declare, adjudge, and decree that Defendants violated California Business & Professions Code §§ 17200, et seq. by failing to provide Plaintiffs and Class Members all overtime wages due to them, failing to provide Plaintiffs and Class Members all minimum and/or straight time wages due to them, failing to provide Plaintiffs and Class Members all meal periods, failing to authorize and permit Plaintiffs and Class Members to take all rest periods, failing to provide Plaintiffs and Class Members accurate and complete wage statements, failing to maintain accurate payroll records for Plaintiffs and Class Members, and failing to reimburse Plaintiffs and Class Members for business-related expenses, constitutes an unlawful business

1 practice in violation of California Business and Professions Code sections 17200, et seq.;

2 2. For restitution of unpaid wages to Plaintiffs and all Class Members and prejudgment
3 interest from the day such amounts were due and payable;

4 3. For the appointment of a receiver to receive, manage and distribute all funds
5 disgorged from Defendants and determined to have been wrongfully acquired by Defendants as a
6 result of violations of California Business & Professions Code §§ 17200 et seq.; and

7 4. For injunctive relief to ensure compliance with this section, pursuant to California
8 Business & Professions Code §§ 17200, et seq.

9 **AS TO THE EIGHTH CAUSE OF ACTION**

10 WHEREFORE, Plaintiffs, on behalf of the State of California and all aggrieved
11 employees, prays for judgment against Defendants as follows:

12 1. For civil penalties pursuant to Labor Code section 2699(a), including any
13 applicable statutory civil penalties for violations of the California Labor Code identified in the
14 LWDA notice;

15 2. For default civil penalties pursuant to Labor Code section 2699(f) for violations
16 of the Labor Code for which no specific civil penalty is provided;

17 3. For distribution of any civil penalties recovered as follows: sixty-five percent
18 (65%) to the California Labor and Workforce Development Agency and thirty-five percent
19 (35%) to the aggrieved employees, pursuant to Labor Code section 2699(m);

20 4. For reasonable attorneys' fees and costs pursuant to Labor Code section
21 2699(k)(1);

22 5. For interest as permitted by law; and

23 6. For such other and further relief as the Court deems just and proper.

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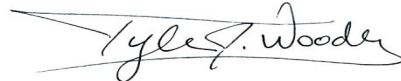
AS TO ALL CAUSES OF ACTION

1. For a trial by jury as to all causes of action triable by jury; and
2. For such other and further relief as the Court may deem equitable and appropriate.

Respectfully submitted,

Dated: September 22, 2026

WILSHIRE LAW FIRM

By: 
Tyler J. Woods, Esq.
James Yoo, Esq.
Heriberto Ponce, Esq.
Ruby Carrera, Esq.

Attorneys for Plaintiffs

DEMAND FOR JURY TRIAL

Plaintiffs demand a trial by jury as to all causes of action triable by jury.

Dated: September 22, 2026

WILSHIRE LAW FIRM

By: 
Tyler Woods, Esq.
James Yoo, Esq.
Heriberto Ponce, Esq.
Ruby Carrera, Esq.

Attorneys for Plaintiffs