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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF KERN

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

Plaintiff,

vs.

IKEA DISTRIBUTION SERVICES INC., a Delaware corporation; and DOES 1 through 50, inclusive,

Defendants.

Case No. 26CUB03937

REPRESENTATIVE ACTION COMPLAINT UNDER THE LABOR CODE PRIVATE ATTORNEYS GENERAL ACT OF 2004

DEMAND OVER $35,000.00

Plaintiff, David Flores, submits this and Representative Action Complaint against Defendant, Ikea Distribution Services Inc., and Does 1 through 50 (collectively, "Defendants") for penalties for violations of the California Labor Code as follows:

INTRODUCTION

1. This representative action is within the Court's jurisdiction under California Labor Code sections 201-204, 210, 218, 218.5, 218.6, 226, 227.3, 233, 246, and 2698 *et seq*. and the Unfair Competition Law, codified at Business and Professions Code sections 17200 et seq. (the "UCL").[1]

2. Defendants failed to pay sick pay wages at the regular rate of pay. As discussed above, Plaintiff and other non-exempt employees earn non-base hourly wages or other non-hourly, non-discretionary remuneration, including for example incentives or bonuses. Defendants failed to consider such wages when paying sick pay wages. Rather than pay sick pay wages at the regular rate of pay, Defendants underpaid sick pay wages to Plaintiff and other non-exempt employees at their base rates of pay.

3. Defendants failed to vacation and/or PTO wages at the final rate of pay. As discussed above, Plaintiff and other non-exempt employees earn non-base hourly wages or other non-hourly, non-discretionary remuneration, including for example incentives or bonuses. Defendants failed to consider such wages when paying vacation and/or PTO wages. Rather than pay vacation and/or PTO wages at the final rate of pay, Defendants underpaid vacation and/or PTO wages to Plaintiff and other non-exempt employees at their base rates of pay.

4. Because Plaintiff and other non-exempt employees were underpaid vacation, PTO, and/or sick pay wages, Defendants routinely failed to timely pay Plaintiff and other non-exempt employees all wages during employment or upon separation of employment. Moreover, Defendants also routinely failed to furnish wage statements that accurately show and itemize all applicable hourly rates in effect during the pay period, gross wages earned, and net wages earned.

5. Plaintiff is informed and believes that Defendants have engaged in, among other things, a system of willful violations of the Labor Code by creating and maintaining policies, practices, and customs that knowingly deny its employees the above stated rights and benefits.

[1] Except as otherwise noted, all "Section" references are to the Labor Code.

6. The policies, practices, and customs of Defendants result in unjust enrichment of Defendants and an unfair business advantage over businesses that comply with the Labor Code.

JURISDICTION AND VENUE

7. The Complaint seeks relief exceeding $35,000.00. The Court has jurisdiction of Defendants' violations of Sections 201-204, 226, 227.3, 233, 246 and 2698 *et seq*., and the UCL.

8. Venue is proper in the County of Kern, where Plaintiff performed work for Defendants.

PARTIES

9. Plaintiff was employed by Defendants as a Forklift Operator at Defendants' warehouse in Lebeca, California. Plaintiff worked from about October 7, 2001, until about June 19, 2026. Throughout his employment, Plaintiff worked as an hourly, non-exempt employee.

10. Until his employment ended in June of 2026, Plaintiff was paid on an hourly basis as a non-exempt employee and earned non-base hourly wages or other non-hourly, non-discretionary remuneration, including for example incentives or bonuses. Throughout his employment, Plaintiff accrued and actually used sick leave. When sick leave was used in workweeks that Plaintiff earned non-base hourly wages or other non-hourly, non-discretionary remuneration in addition to his base hourly wages, sick pay wages were paid at Plaintiff's base rate of pay rather than her regular rate of pay. Similarly, on separation of employment, Plaintiff earned non-base hourly wages or other non-hourly, non-discretionary remuneration, including for example incentives or bonuses but was paid out his vacation and/or PTO as his base hourly rate of pay. Plaintiff was not timely paid all due wages during employment or upon separation of employment and also was not provided with accurate itemized wage statements. Plaintiff thus is a victim of the policies, practices, and customs of Defendants complained of in this action in ways that have deprived him of the rights guaranteed by the Labor Code and the UCL.

11. Plaintiff is informed and believes, and based thereon, alleges that IKEA Distribution Services Inc. was and is a Delaware corporation that operates in Kern County and throughout the State of California, providing and distributing home furnishings. Based upon all the facts and circumstances incident to Defendants' business, Defendants are subject to Sections 201-204, 226, 227.3, 233, 246, and 2698 *et seq*., and the UCL.

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

13. At all times mentioned herein, each of said Defendants participated in the doing of the acts alleged herein. Defendants, and each of them, were the agents, servants, or employees of each of the other Defendants, as well as the agents of all Defendants, and were acting within the course and scope of said agency and employment.

14. Plaintiff is informed and believes that at all times material hereto, each of said Defendants was the agent, employee, alter ego, or joint venturer of, or was working in concert with, each of the other Defendants and was acting within the course and scope of such agency, employment, joint venture, or concerted activity. To the extent said acts, conduct, or omissions were perpetrated by certain Defendants, each of the remaining Defendants confirmed and ratified said acts, conduct, or omissions of the acting Defendants.

15. Plaintiff is informed and believes that at all times material hereto each of the Defendants (i) aided and abetted the acts and omissions of each of the other Defendants in proximately causing the alleged harms, or (ii) were members of, engaged in, and acting within the course and scope of, and in pursuance of, a joint venture, partnership, or common enterprise.

FIRST CAUSE OF ACTION

Violation Of Labor Code §§ 2698, *Et Seq.*

(By Plaintiff as a Proxy for the State Against All Defendants)

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

17. Plaintiff brings this cause of action as a proxy for the State of California and in this capacity, Plaintiff seeks penalties on behalf of all Aggrieved Employees in the State of California from July 22, 2025 through the present, for Defendants' violations of §§ 201-204, 210, 218, 218.5, 218.6,

226, 227.3, 233, 246, arising from Defendants' policies and practices of: (a) failing to pay sick pay wages; (b) failing to pay all vacation and/or PTO wages; (c) failing to timely pay all wages during employment or upon termination of employment; (d) failing to provide accurate itemized wage statements. Under Section 2699(c), Plaintiff is an "aggrieved employee," as Plaintiff was employed by Defendants and suffered each of the alleged violations.

18. On or about July 22, 2026, Plaintiff sent written notice to the Labor & Workforce Development Agency ("LWDA") of specific facts and theories for the above violations and simultaneously sent written notice to Defendant via certified mail. On July 28, 2026, Plaintiff sent supplemental written notice to the LWDA of additional facts and theories for the above violations and simultaneously sent written notice to Defendant via certified mail. As of the date of the filing of this Complaint, the LWDA has neither responded nor indicated that it intends to investigate the allegations in the written notices.

19. Such a pattern, practice and uniform administration of corporate policy as described herein is unlawful and creates an entitlement to recovery by the Plaintiff on behalf of the State of California, in a civil action, for penalties pursuant to the PAGA for violations of Labor Code §§ 201-204, 210, 218, 218.5, 218.6, 226, 227.3, 233, 246 including interest thereon, attorneys' fees, and costs of suit according to the mandate of PAGA for Defendant's violations of Labor Code §§ 201-204, 210, 218, 218.5, 218.6, 226, 227.3, 233, 246.

PRAYER FOR RELIEF

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

1. Upon the First Cause of Action for the full amount of civil penalties pursuant to Labor Code § 2698, et seq. and for costs and attorneys' fees;

2. Upon each cause of action for attorneys' fees and costs as provided by the Labor Code, including but not limited to, Sections, 2698, *et seq.*, and Code of Civil Procedure section 1021.5; and

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

DATED: October 5, 2026,

DIVERSITY LAW GROUP, P.C.

By: _____

Larry W. Lee
Max W. Gavron
Attorneys for Plaintiff