Electronically FILED by Superior Court of California, County of Riverside on 09/29/2026 09:41 AM
Case Number CVRI2606382 0000183724302 - Jason B. Galkin, Executive Officer/Clerk of the Court By Lillian Balderrama, Clerk

JAMES HAWKINS APLC
James R. Hawkins (#192925)
Gregory Mauro (#222239)
Michael Calvo (#314986)
Lauren Falk (#316893)
Ava Issary (#342252)9880 Research Drive, Suite 200
Irvine, CA 92618
Tel.: (949) 387-7200
Fax: (949) 387-6676
Email: James@jameshawkinsaplc.com
Email: Greg@jameshawkinsaplc.com
Email: Michael@jameshawkinsaplc.com
Email: Lauren@jameshawkinsaplc.com
Email: Ava@jameshawkinsaplc.com

Attorneys for Plaintiff JUAN MONTOYA,
on behalf of the general public as private attorney general

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF RIVERSIDE

JUAN MONTOYA, on behalf of the general public as private attorney general, Plaintiff, v. LANDAIR LOGISTICS, INC., a Tennessee Corporation; COVENANT TRANSPORT, LLC, a Tennessee Limited Liability Company and DOES 1-50, inclusive, Defendants.	Case No. CVRI2606382 ASSIGNED FOR ALL PURPOSES TO: JUDGE: DEPT: **PAGA REPRESENTATIVE ACTION COMPLAINT PURSUANT TO THE PRIVATE ATTORNEYS GENERAL ACT (Labor Code §§ 2698 *et seq).***

COMES NOW Plaintiff JUAN MONTOYA ("Plaintiff"), on behalf the general public and all non-exempt aggrieved employees, acting on behalf of the California Attorney General as private attorney general, asserts claims against Defendants LANDAIR LOGISTICS, INC., a Tennessee Corporation; COVENANT TRANSPORT, LLC, a Tennessee Limited Liability Company and DOES 1-50, inclusive, (collectively "Defendants") as follows:

I. INTRODUCTION

1. This is a representative action for recovery of penalties under the Private Attorneys General Act of 2004 ("PAGA"), Cal. Lab. Code sections 2698 *et seq*. PAGA permits "aggrieved employees" to bring a lawsuit as a representative action on behalf of the general public as private attorney general and all other current and former aggrieved employees, to recover civil penalties and address an employer's violations of the California Labor Code.

2. In this case, Defendants violated various provisions of the California Labor Code. As set forth below, Defendants implemented policies and practices which led to unpaid wages resulting from Defendants': (a) failure to pay minimum and overtime wages, (b) failure to provide meal periods, (c) failure to provide rest periods, (d) failure to provide accurate itemized wage statements, (e) failure to record and pay sick pay accurately, (f) failure to pay timely upon separation from employment, (g) failure to pay timely during employment and (h) failure to reimburse necessary business expenses. As a result Plaintiff seeks penalties under Labor Code 2698*, et. seq.* on behalf of the general public as private attorney general and all other aggrieved employees.

II. JURISDICTION AND VENUE

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

4. This Court has jurisdiction over Defendants because, upon information and belief, Defendants either has sufficient minimum contacts in California, or otherwise intentionally avails

itself of the California market so as to render the exercise of jurisdiction over it by the California Courts consistent with traditional notions of fair play and substantial justice.

5. Venue as to each Defendants is proper in this judicial district pursuant to Code of Civil Procedure section 395. Defendants is doing business throughout California, including but not limited to Riverside County, and each Defendants is within the jurisdiction of this Court for service of process purposes. The unlawful acts alleged herein have a direct effect on Plaintiff and all other aggrieved employees within the State of California. Defendants employs numerous aggrieved employees in in the State of California.

6. On information and belief, Defendants have conducted business within the State of California during the purported liability period and continue to conduct business throughout the State of California. The unlawful acts alleged herein have had a direct effect on Plaintiff, and the similarly situated aggrieved employees within California.

7. The California Superior Court also has jurisdiction in this matter because on information and belief there are no federal questions at issue, as the issues herein are based solely on California statutes and law, including the California Labor Code, the IWC Wage Orders, the California Code of Civil Procedure, the California Civil Code, and the California Business and Professions Code.

8. On information and belief, during the statutory liability period and continuing to the present ("liability period"), Defendants consistently maintained and enforced against Defendants' aggrieved Employees, among others, the following unlawful practices and policies, in violation of California state wage and hour laws: ((a) failure to pay minimum and overtime wages, (b) failure to provide meal periods, (c) failure to provide rest periods, (d) failure to provide accurate itemized wage statements, (e) failure to record and pay sick pay accurately, (f) failure to pay timely upon separation from employment, (g) failure to pay timely during employment and (h) failure to reimburse necessary business expenses.

9. On information and belief, during the statutory liability period and continuing to the present, Defendants have had a consistent policy of failing to pay wages including overtime

wages for hours worked while subject to the control of Defendants.

10. On information and belief, during the statutory liability period and continuing to the present, Defendants have failed to provide meal periods to Plaintiff and aggrieved employees. Defendants have also failed to provide meal premiums for missed meal periods.

11. On information and belief, during the statutory liability period and continuing to the present, Defendants have failed to provide rest periods to Plaintiff and aggrieved employees. Defendants have also failed to provide rest premiums for missed rest periods.

12. On information and belief, during the statutory liability period and continuing to the present, Defendants have failed to provide Plaintiff and aggrieved employees accurate itemized wage statements.

13. On information and belief, during the statutory liability period and continuing to the present, Defendants have failed to provide Plaintiff and aggrieved employees accurate sick pay;

14. On information and belief, during the statutory liability period and continuing to the present, Defendants have failed to provide Plaintiff and aggrieved employees timely pay upon separation from their employment;

15. On information and belief, during the statutory liability period and continuing to the present, Defendants have failed to reimburse Plaintiff and aggrieved employees necessary business expenses;

16. On information and belief, during the statutory liability period and continuing to the present, Defendants have failed to pay double time pay to Plaintiff and aggrieved employees;

17. On information and belief, during the statutory liability period and continuing to the present, Defendants have failed to provide Plaintiff and aggrieved employees timely pay during employment and upon separation from employment;

18. Plaintiff on behalf of the general public as private attorney general and all other aggrieved employees bring this action pursuant to Labor Code 2698, et. seq. for violations enumerated under 2699.5 as follows: sections 201-204, 226, 246-249, 510, 511, 512, 558, 226.7,

227.3, 1174, 1174.5, 1175, 1194, 1197, 1197.1, and 1198, 2802-2804 and seeking penalties, interest, attorneys' fees and costs.

III. PARTIES

A. Plaintiff

19. Plaintiff, JUAN MONTOYA, was at all times relevant to this action, a resident of California. Plaintiff was employed by Defendants during February 2025 as a Non-Exempt Employee with the title of forklift driver and worked during the liability period for Defendants until approximately August 2025.

20. As Defendants' employee, Plaintiff, and all other aggrieved employees were regularly required to and subsequently suffered:

a) to perform work subject to the control of the employer without being compensated all wages including overtime, all in violation of California labor laws, regulations, and the Industrial Welfare Commission Wage Order ("IWC");

b) not provided first and second meal periods nor paid premium wages;

c) not provided first and second rest periods nor paid premium wages;

d) not paid timely upon separation of employment;

e) not paid accurate sick pay;

f) not timely paid all wages during employment;

g) not reimbursed necessary business expenses; and

h) not provided accurate itemized wage statements.

On information and belief, Defendants willfully failed to pay all earned wages in the form regular wages and overtime wages, to its Non-Exempt Employees and members of the Representative Group; nor have Defendants returned to Plaintiff or members of the Representative Group, upon or after separation from employment with Defendants, all wages earned and owing. Plaintiff seeks penalties under Labor Code 2698*, et. seq.* on behalf of the general public as private attorney general and all other aggrieved employees.

B. Defendants

21. Defendants, LANDAIR LOGISTICS, INC., is a Tennessee Corporation and COVENANT TRANSPORT, LLC, is a Tennessee Limited Liability Company, INC. that operate as distribution businesses. On information and belief, Defendants operates nationwide. Plaintiff estimate there are in excess of one hundred (100) Non-Exempt Employees who work or have worked for Defendants over the last year.

22. Other than identified herein, Plaintiff are unaware of the true names, capacities, relationships and extent of participation in the conduct alleged herein, of the Defendants sued as DOES 1 through 50, but is informed and believes and thereon alleges that said Defendants are legally responsible for the wrongful conduct alleged herein and therefore sues these Defendants by such fictitious names. Plaintiff will amend this complaint when their true names and capabilities are ascertained.

23. Plaintiff are informed and believes and thereon alleges that each Defendants, directly or indirectly, or through agents or other persons, employed Plaintiff and other members of the Representative Group, and exercised control over their wages, hours, and working conditions. Plaintiff are informed and believes and thereon alleges that each Defendants acted in all respects pertinent to this action as the agent of the other Defendants, carried out a joint scheme, business plan or policy in all respects pertinent hereto, and the acts of each Defendants are legally attributable to the other Defendants.

IV. GENERAL ALLEGATIONS

24. At all times set forth herein, Defendants employed Plaintiff and other persons in the capacity of non-exempt positions, however titled, throughout the state of California.

25. Plaintiff is informed and believe Aggrieved Employees have at all times pertinent hereto been Non-Exempt within the meaning of the California Labor Code and the implementing rules and regulations of the IWC California Wage Orders.

26. Defendants continue to employ Non-Exempt Employees, however titled, in California and implement a uniform set of policies and practices to all non-exempt employees, as

they were all engaged in the generic job duties related to Defendants' business.

27. Plaintiff is informed and believe, and thereon alleges, that Defendants are and were advised by skilled lawyers and other professionals, employees, and advisors with knowledge of the requirements of California's wage and employment laws.

28. On information and belief, during the relevant time frame, Plaintiff and Aggrieved Employees frequently worked well over five to six (5-6) days a week and forty (40) hours in a work week.

29. During the relevant time frame, Defendants compensated Plaintiff and Aggrieved Employees based upon an hourly rate.

30. Plaintiff is informed and believe that the Aggrieved Employees were required to keep similar schedules.

31. In addition, the Aggrieved Employees frequently worked in excess of eight (8) hours a day and/or over forty (40) hours in a workweek, but were not properly paid for minimum and overtime wages.

32. Defendants also failed to properly calculate Plaintiff's and Aggrieved Employees' regular rate of pay including but not limited to by failing to include all forms of compensation/remuneration in the regular rate including but not limited to bonuses, incentives, commissions, retroactive pay, and other compensation for overtime calculation purposes.

33. Defendants scheduled Plaintiff to work certain shifts but, on some occasions, contacted him on the same day and instructed him not to report because Defendants claimed there was insufficient work.

34. The cancellations occurred with little advance notice and required Plaintiff to keep the scheduled time available for Defendants.

35. Defendants did not pay Plaintiff any compensation identified as reporting-time, call-in, on-call, or cancellation pay for these cancelled shifts.

36. On information and belief, Defendants maintained a practice of cancelling scheduled shifts on short notice when anticipated work was unavailable.

37. Defendants' scheduling, call, and payroll records will establish the frequency of these cancellations, the instructions provided to employees, whether employees were required to contact Defendants or remain available, and whether compensation was paid.

38. To the extent Plaintiff and Aggrieved Employees were required to report for work, contact Defendants at a designated time and place, or otherwise submit to Defendants' control in connection with scheduled shifts, Defendants failed to pay all reporting-time compensation owed.

39. Defendants informed Plaintiff that employees working the night shift were entitled to an additional $0.50 per hour as a night-shift differential.

40. Plaintiff worked qualifying night-shift hours during his employment.

41. Plaintiff's wage statements do not separately identify any night-shift differential.

42. Plaintiff was informed that what appeared to be a $0.50 increase in his hourly rate during 2024 represented a raise, rather than payment of a separately earned night-shift differential.

43. Based on the wage statements presently available, Plaintiff cannot determine whether Defendants paid him the promised $0.50 differential for every qualifying night-shift hour.

44. On information and belief, Defendants failed to pay or accurately account for all night-shift differential compensation earned by Plaintiff and other employees.

45. To the extent Defendants paid a night-shift differential, Defendants also failed to include that differential in the regular rate used to calculate all applicable overtime and premium compensation.

46. Defendants' payroll and scheduling records will establish the qualifying night-shift hours worked and the amounts paid or unpaid.

47. During the relevant time, as a consequence of Defendants' staffing and scheduling practices, work demands, and Defendants' policies and practices, Defendants frequently failed to provide Plaintiff and Aggrieved Employees timely, legally complaint uninterrupted 30-minute meal periods on shifts over five hours as required by law.

48. Defendants issued a final payment to Plaintiff on or about his final day of work.

49. However, the payment did not include all wages owed to Plaintiff.

50. Plaintiff's purported final wage statement, dated approximately August 7, 2025, reflects a pay period ending August 2, 2025, even though Plaintiff continued working through August 8, 2025.

51. Defendants failed to timely pay Plaintiff for all work performed after August 2, 2025, as well as other unpaid wages arising from off-the-clock work, overtime underpayments, meal-period premiums, rest-period premiums, and other compensation owed during Plaintiff's employment.

52. Plaintiff did not receive a complete supplemental final payment covering all outstanding wages after his separation.

53. Plaintiff performed physically demanding work inside Defendants' warehouse.

54. The warehouse lacked adequate air conditioning, cooling, or ventilation sufficient to maintain reasonable working conditions.

55. The interior of the warehouse became excessively hot while Plaintiff and other employees performed physical labor.

56. Defendants knew or should have known of the excessive heat because the condition was recurring, occurred within Defendants' facility, and was experienced by warehouse employees and management personnel.

57. Defendants failed to take adequate measures to maintain a reasonable temperature, provide sufficient ventilation, reduce heat exposure, or otherwise protect employees from excessive indoor heat.

58. As a result of the excessive heat and working conditions, Plaintiff experienced a serious heat-related illness and was transported to an emergency department for treatment.

59. On information and belief, other warehouse employees were exposed to the same excessive heat and inadequate ventilation.

60. Defendants required Plaintiff and other employees to use designated time clocks to record the beginning and end of their shifts.

61. The number or availability of time clocks was insufficient to allow all employees

to clock in or out immediately.

62. Plaintiff was therefore required to wait in line for a time clock to become available.

63. Plaintiff ordinarily waited approximately one to three minutes on approximately two or three occasions per week before he could record the start of his shift.

64. During this waiting time, Plaintiff was on Defendants' premises, subject to Defendants' timekeeping requirements, and unable to use the time effectively for his own purposes.

65. Defendants knew or should have known that employees were waiting to use the time clocks because the lines occurred at Defendants' facility at predictable shift-change times.

66. Defendants did not record or compensate Plaintiff and Aggrieved Employees for this controlled waiting time.

67. Defendants maintained the same timekeeping system and practices for other warehouse employees, causing them to experience similar uncompensated time-clock delays.

68. As a result, Plaintiff and Aggrieved Employees were not paid for all hours worked.

69. Defendants required Plaintiff to perform work-related tasks before he was permitted or expected to clock in.

70. Before clocking in, Plaintiff was required to locate and inspect his assigned forklift, determine whether the forklift was adequately charged, plug it in when necessary, and obtain the equipment required for his shift, including an RF scanner and printer.

71. These tasks were integral and necessary to Plaintiff's principal warehouse duties and were performed for Defendants' benefit.

72. Management required, directed, knew of, or permitted Plaintiff to perform these tasks before clocking in.

73. Plaintiff performed these pre-shift activities daily.

74. The pre-shift activities took approximately 30 minutes per shift.

75. Defendants permitted employees to clock in only approximately three minutes before their scheduled start times, even though Plaintiff's required preparatory activities took

substantially longer.

76. Defendants did not record or compensate Plaintiff for all time spent performing these required pre-shift activities.

77. Plaintiff could not perform his assigned warehouse duties without first obtaining and preparing the equipment required by Defendants.

78. The pre-shift work occurred on Defendants' premises, involved Defendants' equipment, and was subject to Defendants' control.

79. Defendants maintained or permitted the same or substantially similar pre-shift practices as to other warehouse employees, who were also required to inspect, retrieve, charge, prepare, or obtain equipment before clocking in.

80. As a result, Plaintiff and Aggrieved Employees worked compensable time for which they were not paid minimum, straight-time, and overtime wages.

81. Plaintiff's wage statements reflect approximately $200 in "Lump Sum Incentives," which Plaintiff understood was a bonus for performing inventory work. Plaintiff also regularly worked overtime. However, Defendants calculated overtime at exactly one and one-half times Plaintiff's base hourly rate and, on information and belief, failed to include the incentive payment in Plaintiff's regular rate. Defendants applied the same or similar practice to Aggrieved Employees, resulting in unpaid overtime wages.

82. Similarly, as a consequence of Defendants' staffing and scheduling practices, work demands, and Defendants' policies and practices, Defendants frequently failed to provide Plaintiff and Aggrieved Employees legally compliant second meal periods on shifts over ten hours as required by law. Plaintiff and Aggrieved Employees worked more than ten hours a day on a consistent and regular basis during the relevant time period where no second meal breaks were given. Plaintiff and Aggrieved Employees worked over ten (10) hours a week approximately one or two times a week but did not have second meal breaks.

83. On information and belief, Plaintiff and Aggrieved Employees did not waive their rights to meal periods under the law.

84. Plaintiff and Aggrieved Employees were not provided with valid lawful on-duty meal periods.

85. Despite the above-mentioned meal period violations, Defendants failed to compensate Plaintiff, and on information and belief, failed to compensate Aggrieved Employees, one additional hour of pay at their regular rate as required by California law when meal periods were not timely or lawfully provided in a compliant manner.

86. Plaintiff and Aggrieved Employees were prohibited from leaving the premises during rest breaks.

87. Plaintiff is informed and believe, and thereon alleges, that Defendants know, should know, knew, and/or should have known that Plaintiff and Aggrieved Employees were entitled to receive premium wages based on their regular rate of pay under California Labor Code § 226.7 but were not receiving such compensation.

88. In addition, during the relevant time frame, Plaintiff and the Non-Exempt Employees were systematically not authorized and permitted to take one net ten-minute paid, rest period for every four hours worked or major fraction thereof, which is a violation of the California Labor Code and IWC wage order.

89. Defendants maintained and enforced scheduling practices, policies, and imposed work demands that frequently required Plaintiff and Aggrieved Employees to forego their lawful, paid rest periods of a net ten minutes for every four hours worked or major fraction thereof. Such requisite rest periods were not timely authorized and permitted as a result of Defendants' failure to provide relief for Plaintiff and Aggrieved Employees to take their lawfully required breaks. Plaintiff was not given a third rest break on the aforementioned ten (10) hour and above workdays.

90. Despite the above-mentioned rest period violations, Defendants did not compensate Plaintiff, and on information and belief, did not pay Aggrieved Employees one additional hour of pay at their regular rate as required by California law, including California Labor Code § 226.7 and the applicable IWC wage order, for each day on which lawful rest periods were not authorized and permitted.

91. Plaintiff and Aggrieved Employees were not allowed to leave the work premises to take meal periods or rest periods.

92. Plaintiff and Aggrieved Employees did not receive sick pay accurately, sick pay was not part of PTO, nor was it shown as available or paid on paystubs.

93. Defendants required Plaintiff and Aggrieved Employees to obtain and use protective equipment, including steel-toed boots, safety glasses, and a back-support belt. Although Defendants paid Plaintiff approximately $200 identified as taxable "Additional Pay" for his boots, Defendants did not reimburse him for all required protective equipment or related expenses. Defendants maintained the same or similar reimbursement practices as to Aggrieved Employees, causing them to incur necessary business expenses without full reimbursement.

94. Defendants required Plaintiff and Aggrieved Employees to wear and maintain protective gear, including company-logo reflective vests. Defendants did not provide cleaning services or reimburse employees for the costs of cleaning and maintaining the required gear. As a result, Plaintiff and Aggrieved Employees incurred unreimbursed business expenses.

95. Upon information and belief, Defendants knew and should have known that it is improper to implement policies and commit unlawful acts such as:

(a) requiring employees to work four (4) hours or a major fraction thereof without being provided a minimum ten (10) minute rest period and without compensating the employees with one (1) hour of pay at the employees' regular rate of compensation for each workday that a rest period was not provided;

(b) requiring employees to work in excess of five (5) hours or ten (10) hours per day without being provided an uninterrupted thirty-minute meal period and/or a second meal period, and without compensating employees with one (1) hour of pay at the regular rate of compensation for each workday that such a meal period was not provided;

(c) failing to pay overtime and minimum wages;

(d) failing to pay timely upon separation from emloyment;

(e) failing to accurately pay and record sick pay;

(f) failing to reimburse necessary business expenses;

(g) failing to maintain accurately itemized wage statements; and

(h) conducting and engaging in unfair business practices.

96. In addition to the violations above, and on information and belief, Defendants knew they had a duty to compensate Plaintiff and Aggrieved Employees for the allegations asserted herein, and that Defendants had the financial ability to pay such compensation, but willfully, knowingly, recklessly, and/or intentionally failed to do so.

97. Plaintiff and Aggrieved Employees they seek to represent are covered by, and Defendants are required to comply with, applicable California Labor Codes, Industrial Welfare Commission Occupational Wage Orders (hereinafter "IWC Wage Orders") and corresponding applicable provisions of California Code of Regulations, Title 8, § 11000 *et seq*.

V. REPRESENTATIVE CLAIMS

THE PRIVATE ATTORNEYS GENERAL ACT- LABOR CODE §§ 2698 *et seq.*

98. Plaintiff incorporate by reference and re-alleges each and every allegation contained above, as though fully set forth herein.

99. PAGA is a mechanism by which the State of California can enforce state labor laws through the employee suing under the PAGA who do so as the proxy or agent of the state's labor law enforcement agencies. An action to recover civil penalties under PAGA is fundamentally a law enforcement action designed to protect the public and not to benefit private parties. The purpose of the PAGA is not to recover damages or restitution, but to create a means of "deputizing" citizens as private attorneys general to enforce the Labor Code. In enacting PAGA, the California Legislature specified that "it was…in the public interest to allow aggrieved employees, acting as private attorneys general to recover civil penalties for Labor Code violations..." Stats. 2003, Ch. 906, section 1.

100. Plaintiff brings this Representative Action on behalf of the State of California with respect to himself and all other individuals who are or previously were employed by Defendants as non-exempt California employees during the applicable statutory period (the "aggrieved

employees").

101. On July 24, 2026, Plaintiff complied with notice requirements pursuant to Labor Code section 2699.3. A copy of the letter sent to the LWDA is attached hereto as **Exhibit A**, indicating that the LWDA and Defendants were put on notice of the claims alleged here and that the notice requirement has been satisfied. Sixty-five days have passed and the LWDA has not indicated intent to investigate the claims. Therefore, Plaintiff may proceed with this action in a representative capacity. The substance and violations set forth in this Complaint of which the LWDA was provided timely notice, Plaintiff have also sent a copy of this PAGA Representative Action Complaint to the LWDA.

102. Plaintiff are an aggrieved employee as defined in Labor Code Section 2699(a). Plaintiff bring this cause of action on behalf of all current and former California non-exempt Employees of Defendants.

103. Pursuant to Labor Code section 2699(a) Plaintiff seek to recover civil penalties for which Defendants are liable due to numerous Labor Code violations as set forth in this Complaint, including without limitation Labor Code section 201-204, 226, 246-249, 510, 511, 512, 558, 226.7, 227.3, 1174, 1174.5, 1175, 1194, 1197, 1197.1, and 1198, 2802-2804, and 2698 *et seq.,* applicable IWC Wage Orders and California Code of Regulations, Title 8, section 11000 *et. seq*.

104. Defendants violated Labor Code section 510, and 1194 by failing to accurately pay overtime wages owed. Therefore, Defendants violated section 510, and 1194 by not compensating its Non-Exempt Employees for work performed in excess of eight hours (8) in a day or forty hours in a work week (40). Section 510 of the Labor Code codifies the right to overtime compensation at the rate of one and one-half times the regular rate of pay for all hours worked in excess of eight (8) hours in a day or forty (40) hours in a work week and to overtime compensation twice the regular rate of pay for hours worked in excess of twelve (12) hours in a day or in excess of eight (8) hours in a day on the seventh day of work in a particular work week.

105. Defendants have also failed to accurately record the meal and rest period premiums owed and all wages owed per pay period.

106. On information and belief, Defendants willfully failed to pay all wages due and owing upon separation from employment. These wages include minimum and overtime wages.

107. On information and belief, Defendants failed to provide accurate itemized wage statements which failed to include all hours worked, including overtime, due and owing to Plaintiff and the aggrieved employees pursuant to Labor Code section 226(a). Defendants further failed to include or itemize the gift card payments made to Plaintiff and Aggrieved Employees.

108. Pursuant to Labor Code section 226.3, any employer who violates subdivision (a) of Section 226 shall be subject to a civil penalty in the amount of two hundred fifty dollars ($250) per employee per violation in an initial citation and one thousand dollars ($1,000) per employee for each violation in a subsequent citation, for which the employer fails to provide the employee a wage deduction statement or fails to keep the records required in subdivision (a) of Section 226.

109. Additionally, Defendants have no accurate records relating to aggrieved employees' work periods, total daily hours worked, total hours worked per payroll period and applicable pay rates, in violation of applicable Wage Orders. Similarly, Defendants failed to maintain accurate records relating to hours worked daily in violation of Labor Code sections 1174(d), 1174.5.

110. On information and belief, Defendants failed to timely pay all wages owed to Plaintiff and Aggrieved Employees during employment, in violation of Labor Code section 204. California Labor Code section 204 provides that: all wages earned by any person in any employment between the 1st and 15th days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 16th and the 26th day of the month during which the labor was performed; that all wages earned by any person in any employment between the 16th and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 1st and the 10th day of the following month; and that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period. During the relevant time period, Defendants intentionally and willfully failed to pay Plaintiff and the

other aggrieved employees all wages due to them, within any time period permissible under California Labor Code section 204.

111. Plaintiff and the Representative Aggrieved Employees are entitled to recover Penalties and attorneys' fees and costs sunder Labor Code section 2698, et. seq.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays for judgment against Defendants, as follows:

1. For penalties according to proof, pursuant to Labor Code §§ 2698 et seq.;

2. For reasonable attorneys' fees and costs; and

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

Dated: September 29, 2026

JAMES HAWKINS APLC

By: _____

JAMES R. HAWKINS
GREGORY MAURO
MICHAEL CALVO
LAUREN FALK
AVA ISSARY

Attorneys for Plaintiff JUAN MONTOYA on behalf of the general public as private attorney general

EXHIBIT A

JAMES JH HAWKINS

A PROFESSIONAL LAW CORPORATION
9880 RESEARCH DRIVE, SUITE 200, IRVINE, CALIFORNIA 92618
TELEPHONE (949) 387-7200; FACSIMILE (949) 387-6676

July 24, 2026

Via LWDA Website
Labor and Workforce Development Agency
Attn: PAGA Administrator
1515 Clay Street, Suite 801
Oakland, CA 94612
http://www.dir.ca.gov/Private-Attorneys-General-Act

Via Certified Mail
LANDAIR LOGISTICS, INC., a Tennessee Corporation
Agent for Service of Process:
REBECCA VANG
2710 GATEWAY OAKS DRIVE, Suite 150N
SACRAMENTO, CA 95833
Receipt No.: 9589 0710 5270 3636 0560 80

COVENANT TRANSPORT, LLC, a Tennessee Limited Liability Company
Agent for Service of Process:
REBECCA VANG
2710 GATEWAY OAKS DRIVE, Suite 150N
SACRAMENTO, CA 95833
Receipt No.: 9589 0710 5270 3636 0560 97

Re: NOTICE PURSUANT TO LABOR CODE SECTIONS 2698, *et seq.*

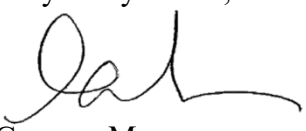
To Whom It May Concern:

PLEASE TAKE NOTICE that plaintiff JUAN MONTOYA, individually and on behalf of all similarly situated representative aggrieved employees, gives NOTICE to commence and/or amend a civil action pursuant to California Labor Code Sections 2698, *et seq.* Plaintiff hereby gives written notice by certified mail to the Labor and Workforce Development Agency, LANDAIR LOGISTICS, INC., a Tennessee Corporation and COVENANT TRANSPORT, LLC, a Tennessee Limited Liability Company, through their Agents for Service of Process.

Plaintiff hereby attaches a copy of the Proposed PAGA Representative Action Complaint to be filed in the Riverside Superior Court, as though fully set forth herewith setting out the specific provisions of the Labor Code Plaintiff alleges have been violated, including the facts and theories. All labor provisions in the Proposed PAGA Representative Action Complaint alleged to have been violated pertain to all entities and individuals named in the Complaints, even if not expressly specified.

Please advise within sixty (60) days of the post mark on this letter if the LWDA intends to investigate these claims. Thank you, and if you have any questions, please do not hesitate to contact me.

Very Truly Yours,



Gregory Mauro

Enclosure: Proposed PAGA Representative Action Complaint

JAMES HAWKINS APLC
James R. Hawkins (#192925)
Gregory Mauro (#222239)
Michael Calvo (#314986)
Lauren Falk (#316893)
Ava Issary (#342252)9880 Research Drive, Suite 200
Irvine, CA 92618
Tel.: (949) 387-7200
Fax: (949) 387-6676
Email: James@jameshawkinsaplc.com
Email: Greg@jameshawkinsaplc.com
Email: Michael@jameshawkinsaplc.com
Email: Lauren@jameshawkinsaplc.com
Email: Ava@jameshawkinsaplc.com

Attorneys for Plaintiff JUAN MONTOYA,
on behalf of the general public as private attorney general

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF RIVERSIDE

JUAN MONTOYA, on behalf of the general public as private attorney general, Plaintiff, v. LANDAIR LOGISTICS, INC., a Tennessee Corporation; COVENANT TRANSPORT, LLC, a Tennessee Limited Liability Company and DOES 1-50, inclusive, Defendants.	Case No. ASSIGNED FOR ALL PURPOSES TO: JUDGE: DEPT: **PROPOSED PAGA REPRESENTATIVE ACTION COMPLAINT PURSUANT TO THE PRIVATE ATTORNEYS GENERAL ACT (Labor Code §§ 2698 *et seq).***

COMES NOW Plaintiff JUAN MONTOYA ("Plaintiff"), on behalf the general public and all non-exempt aggrieved employees, acting on behalf of the California Attorney General as private attorney general, asserts claims against Defendants LANDAIR LOGISTICS, INC., a Tennessee Corporation; COVENANT TRANSPORT, LLC, a Tennessee Limited Liability Company and DOES 1-50, inclusive, (collectively "Defendants") as follows:

I. INTRODUCTION

1. This is a representative action for recovery of penalties under the Private Attorneys General Act of 2004 ("PAGA"), Cal. Lab. Code sections 2698 *et seq*. PAGA permits "aggrieved employees" to bring a lawsuit as a representative action on behalf of the general public as private attorney general and all other current and former aggrieved employees, to recover civil penalties and address an employer's violations of the California Labor Code.

2. In this case, Defendants violated various provisions of the California Labor Code. As set forth below, Defendants implemented policies and practices which led to unpaid wages resulting from Defendants': (a) failure to pay minimum and overtime wages, (b) failure to provide meal periods, (c) failure to provide rest periods, (d) failure to provide accurate itemized wage statements, (e) failure to record and pay sick pay accurately, (f) failure to pay timely upon separation from employment, (g) failure to pay timely during employment and (h) failure to reimburse necessary business expenses. As a result Plaintiff seeks penalties under Labor Code 2698*, et. seq.* on behalf of the general public as private attorney general and all other aggrieved employees.

II. JURISDICTION AND VENUE

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

4. This Court has jurisdiction over Defendants because, upon information and belief, Defendants either has sufficient minimum contacts in California, or otherwise intentionally avails

itself of the California market so as to render the exercise of jurisdiction over it by the California Courts consistent with traditional notions of fair play and substantial justice.

5. Venue as to each Defendants is proper in this judicial district pursuant to Code of Civil Procedure section 395. Defendants is doing business throughout California, including but not limited to Riverside County, and each Defendants is within the jurisdiction of this Court for service of process purposes. The unlawful acts alleged herein have a direct effect on Plaintiff and all other aggrieved employees within the State of California. Defendants employs numerous aggrieved employees in in the State of California.

6. On information and belief, Defendants have conducted business within the State of California during the purported liability period and continue to conduct business throughout the State of California. The unlawful acts alleged herein have had a direct effect on Plaintiff, and the similarly situated aggrieved employees within California.

7. The California Superior Court also has jurisdiction in this matter because on information and belief there are no federal questions at issue, as the issues herein are based solely on California statutes and law, including the California Labor Code, the IWC Wage Orders, the California Code of Civil Procedure, the California Civil Code, and the California Business and Professions Code.

8. On information and belief, during the statutory liability period and continuing to the present ("liability period"), Defendants consistently maintained and enforced against Defendants' aggrieved Employees, among others, the following unlawful practices and policies, in violation of California state wage and hour laws: ((a) failure to pay minimum and overtime wages, (b) failure to provide meal periods, (c) failure to provide rest periods, (d) failure to provide accurate itemized wage statements, (e) failure to record and pay sick pay accurately, (f) failure to pay timely upon separation from employment, (g) failure to pay timely during employment and (h) failure to reimburse necessary business expenses.

9. On information and belief, during the statutory liability period and continuing to the present, Defendants have had a consistent policy of failing to pay wages including overtime

wages for hours worked while subject to the control of Defendants.

10. On information and belief, during the statutory liability period and continuing to the present, Defendants have failed to provide meal periods to Plaintiff and aggrieved employees. Defendants have also failed to provide meal premiums for missed meal periods.

11. On information and belief, during the statutory liability period and continuing to the present, Defendants have failed to provide rest periods to Plaintiff and aggrieved employees. Defendants have also failed to provide rest premiums for missed rest periods.

12. On information and belief, during the statutory liability period and continuing to the present, Defendants have failed to provide Plaintiff and aggrieved employees accurate itemized wage statements.

13. On information and belief, during the statutory liability period and continuing to the present, Defendants have failed to provide Plaintiff and aggrieved employees accurate sick pay;

14. On information and belief, during the statutory liability period and continuing to the present, Defendants have failed to provide Plaintiff and aggrieved employees timely pay upon separation from their employment;

15. On information and belief, during the statutory liability period and continuing to the present, Defendants have failed to reimburse Plaintiff and aggrieved employees necessary business expenses;

16. On information and belief, during the statutory liability period and continuing to the present, Defendants have failed to pay double time pay to Plaintiff and aggrieved employees;

17. On information and belief, during the statutory liability period and continuing to the present, Defendants have failed to provide Plaintiff and aggrieved employees timely pay during employment and upon separation from employment;

18. Plaintiff on behalf of the general public as private attorney general and all other aggrieved employees bring this action pursuant to Labor Code 2698, et. seq. for violations enumerated under 2699.5 as follows: sections 201-204, 226, 246-249, 510, 511, 512, 558, 226.7,

227.3, 1174, 1174.5, 1175, 1194, 1197, 1197.1, and 1198, 2802-2804 and seeking penalties, interest, attorneys' fees and costs.

III. PARTIES

A. Plaintiff

19. Plaintiff, JUAN MONTOYA, was at all times relevant to this action, a resident of California. Plaintiff was employed by Defendants during February 2025 as a Non-Exempt Employee with the title of forklift driver and worked during the liability period for Defendants until approximately August 2025.

20. As Defendants' employee, Plaintiff, and all other aggrieved employees were regularly required to and subsequently suffered:

a) to perform work subject to the control of the employer without being compensated all wages including overtime, all in violation of California labor laws, regulations, and the Industrial Welfare Commission Wage Order ("IWC");

b) not provided first and second meal periods nor paid premium wages;

c) not provided first and second rest periods nor paid premium wages;

d) not paid timely upon separation of employment;

e) not paid accurate sick pay;

f) not timely paid all wages during employment;

g) not reimbursed necessary business expenses; and

h) not provided accurate itemized wage statements.

On information and belief, Defendants willfully failed to pay all earned wages in the form regular wages and overtime wages, to its Non-Exempt Employees and members of the Representative Group; nor have Defendants returned to Plaintiff or members of the Representative Group, upon or after separation from employment with Defendants, all wages earned and owing. Plaintiff seeks penalties under Labor Code 2698*, et. seq.* on behalf of the general public as private attorney general and all other aggrieved employees.

B. Defendants

21. Defendants, LANDAIR LOGISTICS, INC., is a Tennessee Corporation and COVENANT TRANSPORT, LLC, is a Tennessee Limited Liability Company, INC. that operate as distribution businesses. On information and belief, Defendants operates nationwide. Plaintiff estimate there are in excess of one hundred (100) Non-Exempt Employees who work or have worked for Defendants over the last year.

22. Other than identified herein, Plaintiff are unaware of the true names, capacities, relationships and extent of participation in the conduct alleged herein, of the Defendants sued as DOES 1 through 50, but is informed and believes and thereon alleges that said Defendants are legally responsible for the wrongful conduct alleged herein and therefore sues these Defendants by such fictitious names. Plaintiff will amend this complaint when their true names and capabilities are ascertained.

23. Plaintiff are informed and believes and thereon alleges that each Defendants, directly or indirectly, or through agents or other persons, employed Plaintiff and other members of the Representative Group, and exercised control over their wages, hours, and working conditions. Plaintiff are informed and believes and thereon alleges that each Defendants acted in all respects pertinent to this action as the agent of the other Defendants, carried out a joint scheme, business plan or policy in all respects pertinent hereto, and the acts of each Defendants are legally attributable to the other Defendants.

IV. GENERAL ALLEGATIONS

24. At all times set forth herein, Defendants employed Plaintiff and other persons in the capacity of non-exempt positions, however titled, throughout the state of California.

25. Plaintiff is informed and believe Aggrieved Employees have at all times pertinent hereto been Non-Exempt within the meaning of the California Labor Code and the implementing rules and regulations of the IWC California Wage Orders.

26. Defendants continue to employ Non-Exempt Employees, however titled, in California and implement a uniform set of policies and practices to all non-exempt employees, as

they were all engaged in the generic job duties related to Defendants' business.

27. Plaintiff is informed and believe, and thereon alleges, that Defendants are and were advised by skilled lawyers and other professionals, employees, and advisors with knowledge of the requirements of California's wage and employment laws.

28. On information and belief, during the relevant time frame, Plaintiff and Aggrieved Employees frequently worked well over five to six (5-6) days a week and forty (40) hours in a work week.

29. During the relevant time frame, Defendants compensated Plaintiff and Aggrieved Employees based upon an hourly rate.

30. Plaintiff is informed and believe that the Aggrieved Employees were required to keep similar schedules.

31. In addition, the Aggrieved Employees frequently worked in excess of eight (8) hours a day and/or over forty (40) hours in a workweek, but were not properly paid for minimum and overtime wages.

32. Defendants also failed to properly calculate Plaintiff's and Aggrieved Employees' regular rate of pay including but not limited to by failing to include all forms of compensation/remuneration in the regular rate including but not limited to bonuses, incentives, commissions, retroactive pay, and other compensation for overtime calculation purposes.

33. Defendants scheduled Plaintiff to work certain shifts but, on some occasions, contacted him on the same day and instructed him not to report because Defendants claimed there was insufficient work.

34. The cancellations occurred with little advance notice and required Plaintiff to keep the scheduled time available for Defendants.

35. Defendants did not pay Plaintiff any compensation identified as reporting-time, call-in, on-call, or cancellation pay for these cancelled shifts.

36. On information and belief, Defendants maintained a practice of cancelling scheduled shifts on short notice when anticipated work was unavailable.

37. Defendants' scheduling, call, and payroll records will establish the frequency of these cancellations, the instructions provided to employees, whether employees were required to contact Defendants or remain available, and whether compensation was paid.

38. To the extent Plaintiff and Aggrieved Employees were required to report for work, contact Defendants at a designated time and place, or otherwise submit to Defendants' control in connection with scheduled shifts, Defendants failed to pay all reporting-time compensation owed.

39. Defendants informed Plaintiff that employees working the night shift were entitled to an additional $0.50 per hour as a night-shift differential.

40. Plaintiff worked qualifying night-shift hours during his employment.

41. Plaintiff's wage statements do not separately identify any night-shift differential.

42. Plaintiff was informed that what appeared to be a $0.50 increase in his hourly rate during 2024 represented a raise, rather than payment of a separately earned night-shift differential.

43. Based on the wage statements presently available, Plaintiff cannot determine whether Defendants paid him the promised $0.50 differential for every qualifying night-shift hour.

44. On information and belief, Defendants failed to pay or accurately account for all night-shift differential compensation earned by Plaintiff and other employees.

45. To the extent Defendants paid a night-shift differential, Defendants also failed to include that differential in the regular rate used to calculate all applicable overtime and premium compensation.

46. Defendants' payroll and scheduling records will establish the qualifying night-shift hours worked and the amounts paid or unpaid.

47. During the relevant time, as a consequence of Defendants' staffing and scheduling practices, work demands, and Defendants' policies and practices, Defendants frequently failed to provide Plaintiff and Aggrieved Employees timely, legally complaint uninterrupted 30-minute meal periods on shifts over five hours as required by law.

48. Defendants issued a final payment to Plaintiff on or about his final day of work.

49. However, the payment did not include all wages owed to Plaintiff.

50. Plaintiff's purported final wage statement, dated approximately August 7, 2025, reflects a pay period ending August 2, 2025, even though Plaintiff continued working through August 8, 2025.

51. Defendants failed to timely pay Plaintiff for all work performed after August 2, 2025, as well as other unpaid wages arising from off-the-clock work, overtime underpayments, meal-period premiums, rest-period premiums, and other compensation owed during Plaintiff's employment.

52. Plaintiff did not receive a complete supplemental final payment covering all outstanding wages after his separation.

53. Plaintiff performed physically demanding work inside Defendants' warehouse.

54. The warehouse lacked adequate air conditioning, cooling, or ventilation sufficient to maintain reasonable working conditions.

55. The interior of the warehouse became excessively hot while Plaintiff and other employees performed physical labor.

56. Defendants knew or should have known of the excessive heat because the condition was recurring, occurred within Defendants' facility, and was experienced by warehouse employees and management personnel.

57. Defendants failed to take adequate measures to maintain a reasonable temperature, provide sufficient ventilation, reduce heat exposure, or otherwise protect employees from excessive indoor heat.

58. As a result of the excessive heat and working conditions, Plaintiff experienced a serious heat-related illness and was transported to an emergency department for treatment.

59. On information and belief, other warehouse employees were exposed to the same excessive heat and inadequate ventilation.

60. Defendants required Plaintiff and other employees to use designated time clocks to record the beginning and end of their shifts.

61. The number or availability of time clocks was insufficient to allow all employees

to clock in or out immediately.

62. Plaintiff was therefore required to wait in line for a time clock to become available.

63. Plaintiff ordinarily waited approximately one to three minutes on approximately two or three occasions per week before he could record the start of his shift.

64. During this waiting time, Plaintiff was on Defendants' premises, subject to Defendants' timekeeping requirements, and unable to use the time effectively for his own purposes.

65. Defendants knew or should have known that employees were waiting to use the time clocks because the lines occurred at Defendants' facility at predictable shift-change times.

66. Defendants did not record or compensate Plaintiff and Aggrieved Employees for this controlled waiting time.

67. Defendants maintained the same timekeeping system and practices for other warehouse employees, causing them to experience similar uncompensated time-clock delays.

68. As a result, Plaintiff and Aggrieved Employees were not paid for all hours worked.

69. Defendants required Plaintiff to perform work-related tasks before he was permitted or expected to clock in.

70. Before clocking in, Plaintiff was required to locate and inspect his assigned forklift, determine whether the forklift was adequately charged, plug it in when necessary, and obtain the equipment required for his shift, including an RF scanner and printer.

71. These tasks were integral and necessary to Plaintiff's principal warehouse duties and were performed for Defendants' benefit.

72. Management required, directed, knew of, or permitted Plaintiff to perform these tasks before clocking in.

73. Plaintiff performed these pre-shift activities daily.

74. The pre-shift activities took approximately 30 minutes per shift.

75. Defendants permitted employees to clock in only approximately three minutes before their scheduled start times, even though Plaintiff's required preparatory activities took

substantially longer.

76. Defendants did not record or compensate Plaintiff for all time spent performing these required pre-shift activities.

77. Plaintiff could not perform his assigned warehouse duties without first obtaining and preparing the equipment required by Defendants.

78. The pre-shift work occurred on Defendants' premises, involved Defendants' equipment, and was subject to Defendants' control.

79. Defendants maintained or permitted the same or substantially similar pre-shift practices as to other warehouse employees, who were also required to inspect, retrieve, charge, prepare, or obtain equipment before clocking in.

80. As a result, Plaintiff and Aggrieved Employees worked compensable time for which they were not paid minimum, straight-time, and overtime wages.

81. Plaintiff's wage statements reflect approximately $200 in "Lump Sum Incentives," which Plaintiff understood was a bonus for performing inventory work. Plaintiff also regularly worked overtime. However, Defendants calculated overtime at exactly one and one-half times Plaintiff's base hourly rate and, on information and belief, failed to include the incentive payment in Plaintiff's regular rate. Defendants applied the same or similar practice to Aggrieved Employees, resulting in unpaid overtime wages.

82. Similarly, as a consequence of Defendants' staffing and scheduling practices, work demands, and Defendants' policies and practices, Defendants frequently failed to provide Plaintiff and Aggrieved Employees legally compliant second meal periods on shifts over ten hours as required by law. Plaintiff and Aggrieved Employees worked more than ten hours a day on a consistent and regular basis during the relevant time period where no second meal breaks were given. Plaintiff and Aggrieved Employees worked over ten (10) hours a week approximately one or two times a week but did not have second meal breaks.

83. On information and belief, Plaintiff and Aggrieved Employees did not waive their rights to meal periods under the law.

84. Plaintiff and Aggrieved Employees were not provided with valid lawful on-duty meal periods.

85. Despite the above-mentioned meal period violations, Defendants failed to compensate Plaintiff, and on information and belief, failed to compensate Aggrieved Employees, one additional hour of pay at their regular rate as required by California law when meal periods were not timely or lawfully provided in a compliant manner.

86. Plaintiff and Aggrieved Employees were prohibited from leaving the premises during rest breaks.

87. Plaintiff is informed and believe, and thereon alleges, that Defendants know, should know, knew, and/or should have known that Plaintiff and Aggrieved Employees were entitled to receive premium wages based on their regular rate of pay under California Labor Code § 226.7 but were not receiving such compensation.

88. In addition, during the relevant time frame, Plaintiff and the Non-Exempt Employees were systematically not authorized and permitted to take one net ten-minute paid, rest period for every four hours worked or major fraction thereof, which is a violation of the California Labor Code and IWC wage order.

89. Defendants maintained and enforced scheduling practices, policies, and imposed work demands that frequently required Plaintiff and Aggrieved Employees to forego their lawful, paid rest periods of a net ten minutes for every four hours worked or major fraction thereof. Such requisite rest periods were not timely authorized and permitted as a result of Defendants' failure to provide relief for Plaintiff and Aggrieved Employees to take their lawfully required breaks. Plaintiff was not given a third rest break on the aforementioned ten (10) hour and above workdays.

90. Despite the above-mentioned rest period violations, Defendants did not compensate Plaintiff, and on information and belief, did not pay Aggrieved Employees one additional hour of pay at their regular rate as required by California law, including California Labor Code § 226.7 and the applicable IWC wage order, for each day on which lawful rest periods were not authorized and permitted.

91. Plaintiff and Aggrieved Employees were not allowed to leave the work premises to take meal periods or rest periods.

92. Plaintiff and Aggrieved Employees did not receive sick pay accurately, sick pay was not part of PTO, nor was it shown as available or paid on paystubs.

93. Defendants required Plaintiff and Aggrieved Employees to obtain and use protective equipment, including steel-toed boots, safety glasses, and a back-support belt. Although Defendants paid Plaintiff approximately $200 identified as taxable "Additional Pay" for his boots, Defendants did not reimburse him for all required protective equipment or related expenses. Defendants maintained the same or similar reimbursement practices as to Aggrieved Employees, causing them to incur necessary business expenses without full reimbursement.

94. Defendants required Plaintiff and Aggrieved Employees to wear and maintain protective gear, including company-logo reflective vests. Defendants did not provide cleaning services or reimburse employees for the costs of cleaning and maintaining the required gear. As a result, Plaintiff and Aggrieved Employees incurred unreimbursed business expenses.

95. Upon information and belief, Defendants knew and should have known that it is improper to implement policies and commit unlawful acts such as:

(a) requiring employees to work four (4) hours or a major fraction thereof without being provided a minimum ten (10) minute rest period and without compensating the employees with one (1) hour of pay at the employees' regular rate of compensation for each workday that a rest period was not provided;

(b) requiring employees to work in excess of five (5) hours or ten (10) hours per day without being provided an uninterrupted thirty-minute meal period and/or a second meal period, and without compensating employees with one (1) hour of pay at the regular rate of compensation for each workday that such a meal period was not provided;

(c) failing to pay overtime and minimum wages;

(d) failing to pay timely upon separation from emloyment;

(e) failing to accurately pay and record sick pay;

(f) failing to reimburse necessary business expenses;

(g) failing to maintain accurately itemized wage statements; and

(h) conducting and engaging in unfair business practices.

96. In addition to the violations above, and on information and belief, Defendants knew they had a duty to compensate Plaintiff and Aggrieved Employees for the allegations asserted herein, and that Defendants had the financial ability to pay such compensation, but willfully, knowingly, recklessly, and/or intentionally failed to do so.

97. Plaintiff and Aggrieved Employees they seek to represent are covered by, and Defendants are required to comply with, applicable California Labor Codes, Industrial Welfare Commission Occupational Wage Orders (hereinafter "IWC Wage Orders") and corresponding applicable provisions of California Code of Regulations, Title 8, § 11000 *et seq*.

V. REPRESENTATIVE CLAIMS

THE PRIVATE ATTORNEYS GENERAL ACT- LABOR CODE §§ 2698 *et seq.*

98. Plaintiff incorporate by reference and re-alleges each and every allegation contained above, as though fully set forth herein.

99. PAGA is a mechanism by which the State of California can enforce state labor laws through the employee suing under the PAGA who do so as the proxy or agent of the state's labor law enforcement agencies. An action to recover civil penalties under PAGA is fundamentally a law enforcement action designed to protect the public and not to benefit private parties. The purpose of the PAGA is not to recover damages or restitution, but to create a means of "deputizing" citizens as private attorneys general to enforce the Labor Code. In enacting PAGA, the California Legislature specified that "it was…in the public interest to allow aggrieved employees, acting as private attorneys general to recover civil penalties for Labor Code violations..." Stats. 2003, Ch. 906, section 1.

100. Plaintiff brings this Representative Action on behalf of the State of California with respect to himself and all other individuals who are or previously were employed by Defendants as non-exempt California employees during the applicable statutory period (the "aggrieved

employees").

101. On July 24, 2026, Plaintiff complied with notice requirements pursuant to Labor Code section 2699.3. A copy of the letter sent to the LWDA is attached hereto as **Exhibit A**, indicating that the LWDA and Defendants were put on notice of the claims alleged here and that the notice requirement has been satisfied. Sixty-five days have passed and the LWDA has not indicated intent to investigate the claims. Therefore, Plaintiff may proceed with this action in a representative capacity. The substance and violations set forth in this Complaint of which the LWDA was provided timely notice, Plaintiff have also sent a copy of this PAGA Representative Action Complaint to the LWDA.

102. Plaintiff are an aggrieved employee as defined in Labor Code Section 2699(a). Plaintiff bring this cause of action on behalf of all current and former California non-exempt Employees of Defendants.

103. Pursuant to Labor Code section 2699(a) Plaintiff seek to recover civil penalties for which Defendants are liable due to numerous Labor Code violations as set forth in this Complaint, including without limitation Labor Code section 201-204, 226, 246-249, 510, 511, 512, 558, 226.7, 227.3, 1174, 1174.5, 1175, 1194, 1197, 1197.1, and 1198, 2802-2804, and 2698 *et seq.,* applicable IWC Wage Orders and California Code of Regulations, Title 8, section 11000 *et. seq*.

104. Defendants violated Labor Code section 510, and 1194 by failing to accurately pay overtime wages owed. Therefore, Defendants violated section 510, and 1194 by not compensating its Non-Exempt Employees for work performed in excess of eight hours (8) in a day or forty hours in a work week (40). Section 510 of the Labor Code codifies the right to overtime compensation at the rate of one and one-half times the regular rate of pay for all hours worked in excess of eight (8) hours in a day or forty (40) hours in a work week and to overtime compensation twice the regular rate of pay for hours worked in excess of twelve (12) hours in a day or in excess of eight (8) hours in a day on the seventh day of work in a particular work week.

105. Defendants have also failed to accurately record the meal and rest period premiums owed and all wages owed per pay period.

106. On information and belief, Defendants willfully failed to pay all wages due and owing upon separation from employment. These wages include minimum and overtime wages.

107. On information and belief, Defendants failed to provide accurate itemized wage statements which failed to include all hours worked, including overtime, due and owing to Plaintiff and the aggrieved employees pursuant to Labor Code section 226(a). Defendants further failed to include or itemize the gift card payments made to Plaintiff and Aggrieved Employees.

108. Pursuant to Labor Code section 226.3, any employer who violates subdivision (a) of Section 226 shall be subject to a civil penalty in the amount of two hundred fifty dollars ($250) per employee per violation in an initial citation and one thousand dollars ($1,000) per employee for each violation in a subsequent citation, for which the employer fails to provide the employee a wage deduction statement or fails to keep the records required in subdivision (a) of Section 226.

109. Additionally, Defendants have no accurate records relating to aggrieved employees' work periods, total daily hours worked, total hours worked per payroll period and applicable pay rates, in violation of applicable Wage Orders. Similarly, Defendants failed to maintain accurate records relating to hours worked daily in violation of Labor Code sections 1174(d), 1174.5.

110. On information and belief, Defendants failed to timely pay all wages owed to Plaintiff and Aggrieved Employees during employment, in violation of Labor Code section 204. California Labor Code section 204 provides that: all wages earned by any person in any employment between the 1st and 15th days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 16th and the 26th day of the month during which the labor was performed; that all wages earned by any person in any employment between the 16th and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 1st and the 10th day of the following month; and that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period. During the relevant time period, Defendants intentionally and willfully failed to pay Plaintiff and the

other aggrieved employees all wages due to them, within any time period permissible under California Labor Code section 204.

111. Plaintiff and the Representative Aggrieved Employees are entitled to recover Penalties and attorneys' fees and costs sunder Labor Code section 2698, et. seq.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays for judgment against Defendants, as follows:

1. For penalties according to proof, pursuant to Labor Code §§ 2698 et seq.;

2. For reasonable attorneys' fees and costs; and

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

Dated: July 24, 2026

JAMES HAWKINS APLC

By: _____
JAMES R. HAWKINS
GREGORY MAURO
MICHAEL CALVO
LAUREN FALK
AVA ISSARY

Attorneys for Plaintiff JUAN MONTOYA on behalf of the general public as private attorney general