

LIDMAN LAW, APC

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Attorneys for Plaintiff

DAVID GOMEZ

HAINES LAW GROUP, APC

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2155 Campus Drive, Suite 180

El Segundo, California 90245

Tel: (424) 292-2350

Fax: (424) 292-2355

Attorneys for Plaintiff

DAVID GOMEZ

Assigned for All purposes:

Judge Layne H. Melzer

Dep. CX102

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF ORANGE

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

Plaintiff,

vs.

STRAUB DISTRIBUTING COMPANY,
LTD, a California limited partnership; and
DOES 1 through 100, inclusive,

Defendants.

Case No.: 30-2024-01376270-CU-OE-CXC

**SECOND AMENDED
REPRESENTATIVE PAGA ACTION
COMPLAINT:**

**(1) CIVIL PENALTIES UNDER THE
PRIVATE ATTORNEYS GENERAL
ACT (LABOR CODE § 2698 *et seq.*)**

1 Plaintiff David Gomez (“Plaintiff”), on behalf of himself and all aggrieved employees,
2 hereby brings this Second Amended Representative PAGA Action Complaint (“SAC”) against
3 Straub Distributing Company, LTD, a California limited partnership; and DOES 1 through 100,
4 inclusive, (collectively “Defendants”), and on information and belief alleges as follows:

5 **JURISDICTION**

6 1. Plaintiff, on behalf of himself and all others similarly situated, hereby brings this
7 SAC for recovery of penalties under Labor Code § 2698 *et seq.* This Court has jurisdiction over
8 Defendants’ violations of the California Labor Code because the amount in controversy exceeds
9 this Court's jurisdictional minimum.

10 **VENUE**

11 2. Venue is proper in this judicial district pursuant to Cal. Code of Civ. Proc. §§
12 395(a) and 395.5, as at least some of the acts and omissions complained of herein occurred in
13 the County of Orange. Defendants own, maintain offices, transact business, have agent(s)
14 within the County of Orange, and/or otherwise are found within the County of Orange, and
15 Defendants are within the jurisdiction of this Court for purposes of service of process.

16 **PARTIES**

17 3. Plaintiff is an individual over the age of eighteen (18). At all relevant times
18 herein, Plaintiff was and currently is, a California resident. During the four years immediately
19 preceding the filing of the Complaint in this action and within the statute of limitations periods
20 applicable to each cause of action pled herein, Plaintiff was employed by Defendants as a non-
21 exempt employee. Plaintiff was, and is, a victim of Defendants’ policies and/or practices
22 complained of herein and has been deprived of the rights guaranteed by Labor Code § 2698 *et*
23 *seq.*

24 4. Plaintiff is informed and believes, and based thereon alleges, that during the one
25 year preceding the filing of the SAC and continuing to the present, Defendants did (and
26 continue to do) business by distributing beverages to its clients. Defendants employed Plaintiff
27 and other, similarly-situated non-exempt employees within, among other counties, Orange
28

County and the state of California and, therefore, were (and are) doing business in Orange County and the State of California.

5. Plaintiff does not know the true names or capacities, whether individual, partner, or corporate, of the defendants sued herein as DOES 1 to 100, inclusive, and for that reason, said defendants are sued under such fictitious names, and Plaintiff will seek leave from this Court to amend this Complaint when such true names and capacities are discovered. Plaintiff is informed, and believes, and based thereon alleges, that each of said fictitious defendants, whether individual, partners, or corporate, were responsible in some manner for the acts and omissions alleged herein, and proximately caused Plaintiff to be subject to the unlawful employment practices, wrongs, injuries and damages complained of herein.

6. Plaintiff is informed, and believes, and thereon alleges, that at all times mentioned herein, Defendants were and are the employers of Plaintiff and other aggrieved employees.

7. At all times herein mentioned, each of said Defendants participated in the doing of the acts hereinafter alleged to have been done by the named Defendants; and furthermore, the Defendants, and each of them, were the agents, servants, and employees of each and every one of the other Defendants, as well as the agents of all Defendants, and at all times herein mentioned were acting within the course and scope of said agency and employment. Defendants, and each of them, approved of, condoned, and/or otherwise ratified each and every one of the acts or omissions complained of herein.

8. At all times mentioned herein, Defendants, and each of them, were members of and engaged in a joint venture, partnership, and common enterprise, and acting within the course and scope of and in pursuance of said joint venture, partnership, and common enterprise. Further, Plaintiff alleges that all Defendants were joint employers for all purposes of Plaintiff and other aggrieved employees.

GENERAL FACTUAL ALLEGATIONS

9. Plaintiff, a current employee, has been employed by Defendants since

approximately May 2022 as a Commercial Delivery Driver.

10. At certain times throughout Plaintiff's employment, Defendants failed to provide Plaintiff and other drivers with accurate, itemized wage statements, in violation of Labor Code section 226. Specifically, the wage statements Defendants provided to their drivers failed to include the units and rates for the "Dimes" line item on the paystubs issued, in violation of California law.

11. Further, at certain times throughout Plaintiff's employment, Defendants issued wages statements with "Dimes" rate of pay as zero rather than ten cents. Thus, Defendants failed to pay Plaintiff and other drivers all of their earned "Dimes" resulting in a failure to pay all minimum and/or overtime wages.

12. Additionally, upon information and belief, Plaintiff alleges that Defendants failed to include Dimes in the regular rate of pay, which resulted in a systematically underpayment of overtime wages, sick pay wages, doubletime wages, meal period premiums and/or rest period premiums.

13. As a result of the above, Defendants failed to pay Plaintiff and other drivers all earned wages at least twice during each calendar month and failed to pay former drivers all of their wages at the time of their separation of employment with Defendant.

FIRST CAUSE OF ACTION

LABOR CODE PRIVATE ATTORNEYS GENERAL ACT OF 2004

(AGAINST ALL DEFENDANTS)

14. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

15. Defendants have committed several Labor Code violations against Plaintiff and other Aggrieved Employees. Plaintiff, an "Aggrieved Employee" within the meaning of Labor Code § 2698 et seq., acting on behalf of himself and other Aggrieved Employees, brings this representative action against Defendants to recover the civil penalties due to Plaintiff, the other aggrieved employees, and the State of California according to proof pursuant to Labor Code §

2699 (a) and (f) including, but not limited to \$100.00 for each initial violation and \$200.00 for each subsequent violation per employee per pay period for those violations of the Labor Code for which no civil penalty is specifically provided, based on the following Labor Code violations:

- a) Defendants violated Labor Code § 226 by failing to furnish Plaintiff and other aggrieved employees with accurate and compliant itemized wage statements by failing to include the units and rates for the “Dimes” line item on the paystubs issued at certain times during Plaintiff’s employment, in violation of California law.

16. On January 26, 2024, Plaintiff notified Defendants via certified mail, and the California Labor and Workforce Development Agency (“LWDA”) via e-mail, of Defendants’ violations of the California Labor Code and Plaintiff’s intent to bring a claim for civil penalties under California Labor Code § 2698 et seq. with respect to violations of the California Labor Code identified in Paragraph 12(a). Attached hereto as **Exhibit 1** is a true and correct copy of the January 26, 2024 correspondence. Now that sixty-five days have passed from Plaintiff notifying Defendants of these violations, Plaintiff has exhausted his administrative requirements for bringing a claim under the Labor Code Private Attorneys General Act with respect to these violations. Subsequently on March 9, 2026, Plaintiff notified Defendants via certified mail, and the LWDA via e-mail, of Defendants’ violations of the California Labor Code and Plaintiff’s intent to bring a claim for civil penalties under California Labor Code § 2698 et seq. with respect to violations of the California Labor Code identified in Paragraph 12(a) and 13(a). Attached hereto as **Exhibit 2** is a true and correct copy of the March 9, 2026 supplemental correspondence. Now that sixty-five days have passed from Plaintiff notifying Defendants of these violations, Plaintiff has exhausted his administrative requirements for bringing a claim under the Labor Code Private Attorneys General Act with respect to these violations:

- a. Defendants violated Labor Code §§ 1194, 1194.2, and 1197 by failing to pay Plaintiff and other aggrieved employees the statutory minimum wage for all

hours worked;

b. Defendants violated Labor Code §§ 204, 510, 558, 1194, and 1198 by failing to pay Plaintiff and other aggrieved employees all overtime compensation earned;

c. Defendants failed to pay Plaintiff and other aggrieved employees at their correct regular rate of pay for overtime, double time, sick time, meal period premiums and rest period premiums;

d. Defendants violated Labor Code § 245 et seq. by failing to properly pay all sick time pay;

e. Defendants violated Labor Code § 204 by failing to pay Plaintiff and other aggrieved employees all earned wages at least twice during each calendar month; and

f. Defendant violated Labor Code § 201-203 by failing to pay aggrieved employees all final wages upon separation of employment.

17. Plaintiff was compelled to retain the services of counsel to file this court action to protect his interests and the interests of other aggrieved employees, and to assess and collect the civil penalties owed by Defendants. Plaintiff has thereby incurred attorneys' fees and costs, which he is entitled to recover under California Labor Code § 2699(g).

PRAYER

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

1. Upon the First Cause of Action, for civil penalties due to Plaintiff, other aggrieved employees, and the State of California according to proof pursuant to Labor Code § 2699 (a) and (f) including, but not limited to \$100.00 for each initial violation and \$200.00 for each subsequent violation per employee per pay period for those violations of the Labor Code for which no civil penalty is specifically provided, based on the Labor Code violations cited in

Paragraph 24 (a) above.

2. Prejudgment interest pursuant to Civil Code §§ 3287 and 3289;

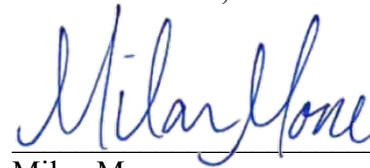
3. On all causes of action, for attorneys' fees and costs as provided by Code of Civil Procedure § 1021.5, the Labor Code and all other applicable statutes; and

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

Dated: June 25, 2026

Respectfully submitted,
LIDMAN LAW, APC

By:



Milan Moore
Attorneys for Plaintiff
DAVID GOMEZ

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EXHIBIT 1

EXHIBIT 1

LIDMAN LAW

2155 CAMPUS DRIVE, SUITE 150, EL SEGUNDO, CA 90245

OFFICE: (424) 322-4772

FAX: (424) 322-4775

January 26, 2024

VIA LWDA WEBSITE

Labor and Workforce Development Agency
Attn: PAGA Administrator
1515 Clay Street, Suite 801
Oakland, CA 94612

**VIA U.S. CERTIFIED MAIL – RETURN
RECEIPT REQUESTED**

Straub Distributing Company, LTD.
c/o Mark Danner, Registered Agent
4633 East La Palma Avenue
Anaheim, CA 92807

Re: *David Gomez v. Straub Distributing Company, LTD*

To Whom It May Concern:

Please be advised that this law firm represents David Gomez in claims arising from his employment with Straub Distributing Company, LTD, a California limited partnership (“Defendant”). Mr. Gomez is an “aggrieved employee” as defined by Labor Code sections 2699, *et seq.* due to Defendant’s numerous violations of the Labor Code as set forth below. The purpose of this letter is to comply with Labor Code section 2699.3, which requires aggrieved employees to notify their employer and the Labor and Workforce Development Agency (“LWDA”) of the specific provisions of the Labor Code allegedly violated.

For purposes of this letter, an “aggrieved employee” should be considered to include all current and former hourly-paid drivers in California who worked, at least in part, during the one year immediately preceding the date of this letter through the date of trial, the date judgment is entered, the date of settlement and/or other date approved by the Court.

Mr. Gomez, a current employee, has been employed by Defendant since approximately May 2022 as a Commercial Delivery Driver.

Throughout Mr. Gomez’s employment, Defendant failed to provide him and other drivers with accurate, itemized wage statements, in violation of Labor Code section 226. Specifically, the wage statements Defendant provided to their drivers failed to include the units and rates for the “Dimes” line item on the paystubs issued, in violation of California law.

As described above, Defendant committed the following violations of the Labor Code:

Wage Statement Violations

Defendant knowingly and intentionally, as a matter of uniform practice and policy, failed to furnish Mr. Gomez and other aggrieved employees with accurate and complete, itemized wage statements that included the units and rates for the “Dimes”, all in violation of Labor Code § 226 *et seq.* Defendant’s failure to furnish Mr. Gomez and other aggrieved employees with complete and accurate, itemized wage statements resulted in actual injury, as said failures deprived them of the information necessary to identify potential discrepancies in Defendant’s reported data.

As an “aggrieved employee,” Mr. Gomez will initiate a civil action on behalf of himself and other aggrieved employees to recover damages, statutory penalties, and civil penalties resulting from the wage statement violations alleged herein. Based on Mr. Gomez’s own investigation, and on information and belief, Defendant committed the following Labor Code violations:

- a) Defendant violated Labor Code § 226 by failing to furnish Mr. Gomez and other aggrieved employees with accurate and compliant itemized wage statements.

Pursuant to Labor Code section 2699.3(a)(2)(A), please notify us and Defendant if the LWDA intends to investigate these alleged violations of the Labor Code. Please contact me should you require additional information.

Very truly yours,
LIDMAN LAW, APC



Scott M. Lidman

EXHIBIT 2

EXHIBIT 2

LIDMAN LAW

2155 CAMPUS DRIVE, SUITE 150, EL SEGUNDO, CA 90245

OFFICE: (424) 322-4772

FAX: (424) 322-4775

March 9, 2026

VIA LWDA WEBSITE

Labor and Workforce Development Agency
Attn: PAGA Administrator
1515 Clay Street, Suite 801
Oakland, CA 94612

**VIA U.S. CERTIFIED MAIL – RETURN
RECEIPT REQUESTED**

FISHER & PHILLIPS LLP

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444 South Flower Street, Suite 1500
Los Angeles, CA 90071
Tel: (213) 330-4500
Fax: (213) 330-4501

Attorneys for Defendant
STRAUB DISTRIBUTING COMPANY, LTD

Re: *David Gomez v. Straub Distributing Company, LTD*
LWDA Case No. LWDA-CM-1007581-24

To Whom It May Concern:

Please be advised that this law firm represents David Gomez in claims arising from his employment with Straub Distributing Company, LTD, a California limited partnership (“Defendant”). Mr. Gomez is an “aggrieved employee” as defined by Labor Code sections 2699, *et seq.* as set forth below. Defendant’s numerous violations of the Labor Code as set forth below and in his prior correspondence to the Labor and Workforce Development Agency (“LWDA”) dated January 26, 2024 (the “LWDA Letter”). Attached hereto as **Exhibit A** is a true and correct copy of the LWDA Letter and is incorporated herein by reference. By this letter, Mr. Gomez hereby supplements his prior LWDA Letter. The purpose of the LWDA Letter and the instant supplement letter is to comply with Labor Code section 2699.3, which requires aggrieved employees to notify their employer and the LWDA of the specific provisions of the Labor Code allegedly violated.

Minimum Wage Violations

Defendant was required to pay Mr. Gomez and other aggrieved employees an hourly rate at least equal to the minimum wage for each hour actually worked. *See* Labor Code §§ 1194; 1194.2,

1197; The Wage Order 1, § 4. Mr. Gomez and other aggrieved employees were not paid for all hours worked due to Defendant's Dimes practices.

Overtime Violations

Defendant was required to pay Mr. Gomez and other aggrieved employees overtime wages for all hours worked in excess of eight hours per workday and/or forty hours per workweek. *See* Labor Code §§ 1194(a) and 1198; the Wage Order 1, § 3. According to Labor Code § 510(a), "Any work in excess of eight hours in one workday and any work in excess of 40 hours in any one workweek and the first eight hours worked on the seventh day of work in any one workweek shall be compensated at the rate of no less than one and one-half times the regular rate of pay for an employee." This Section further provides, "Any work in excess of 12 hours in one day shall be compensated at the rate of no less than twice the regular rate of pay for an employee. In addition, any work in excess of eight hours on any seventh day of a workweek shall be compensated equal to one and one-half times their regular rate of pay for all overtime hours worked." Mr. Gomez worked overtime hours but was not properly compensated due to Defendant's Dimes policy and practice.

Regular Rate of Pay

Defendant was required to include the payment of Dimes in Mr. Gomez and other aggrieved employees regular rate for purposes of overtime wages. Defendant failed to do so.

Sick Time Pay

Labor Code section 245 requires Defendant to include all wages in the calculation of sick time pay. Defendant failed to include the payment of Dimes in sick time pay paid to Mr. Gomez and other aggrieved employees.

Waiting Time Penalties

Labor Code §§ 201 and 202 require that employees receive all of their final wages at the time of their separation of employment. Defendant failed to timely pay other Aggrieved Employees all of their final wages at the time of separation, which included, among other things, payment of Dimes. Pursuant to Labor Code § 203, Defendant's failure to pay all final wages due to other aggrieved employees was willful and, consequently, entitles aggrieved employees to waiting time penalties equal to one day of wages at their standard hourly rate for each day Defendant failed to pay their final wages after their separation, up to a maximum of thirty days.

As an "aggrieved employee," Mr. Gomez has initiated a civil action on behalf of himself and other aggrieved employees to recover damages, statutory penalties, and civil penalties resulting from the violations alleged herein and in his January 26, 2024 LWDA letter. Based on Mr. Gomez's own investigation, and on information and belief, Defendant committed the following additional Labor Code violations:

- a) Defendant violated Labor Code §§ 1194, 1194.2, and 1197 by failing to pay Mr. Gomez and other aggrieved employees the statutory minimum wage for all hours worked;

- b) Defendant violated Labor Code §§ 204, 510, 558, 1194, and 1198 by failing to pay Mr. Gomez and other aggrieved employees all overtime compensation earned;
- c) Defendant failed to pay Mr. Gomez and other aggrieved employees at their correct regular rate of pay for overtime, double time, sick time, meal period premiums and rest period premiums;
- d) Defendant violated Labor Code § 245 et seq. by failing to properly pay all sick time pay;
- e) Defendant violated Labor Code § 204 by failing to pay Mr. Gomez and other aggrieved employees all earned wages at least twice during each calendar month; and
- f) Defendant violated Labor Code § 201-203 by failing to pay aggrieved employees all final wages upon separation of employment.

Pursuant to Labor Code section 2699.3(a)(2)(A), please notify us and Defendant if the LWDA intends to investigate these alleged violations of the Labor Code. Please contact me should you require additional information.

Very truly yours,
LIDMAN LAW, APC



Scott M. Lidman

EXHIBIT A

EXHIBIT A

LIDMAN LAW

2155 CAMPUS DRIVE, SUITE 150, EL SEGUNDO, CA 90245

OFFICE: (424) 322-4772

FAX: (424) 322-4775

January 26, 2024

VIA LWDA WEBSITE

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Attn: PAGA Administrator
1515 Clay Street, Suite 801
Oakland, CA 94612

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For purposes of this letter, an “aggrieved employee” should be considered to include all current and former hourly-paid drivers in California who worked, at least in part, during the one year immediately preceding the date of this letter through the date of trial, the date judgment is entered, the date of settlement and/or other date approved by the Court.

Mr. Gomez, a current employee, has been employed by Defendant since approximately May 2022 as a Commercial Delivery Driver.

Throughout Mr. Gomez’s employment, Defendant failed to provide him and other drivers with accurate, itemized wage statements, in violation of Labor Code section 226. Specifically, the wage statements Defendant provided to their drivers failed to include the units and rates for the “Dimes” line item on the paystubs issued, in violation of California law.

As described above, Defendant committed the following violations of the Labor Code:

Wage Statement Violations

Defendant knowingly and intentionally, as a matter of uniform practice and policy, failed to furnish Mr. Gomez and other aggrieved employees with accurate and complete, itemized wage statements that included the units and rates for the “Dimes”, all in violation of Labor Code § 226 *et seq.* Defendant’s failure to furnish Mr. Gomez and other aggrieved employees with complete and accurate, itemized wage statements resulted in actual injury, as said failures deprived them of the information necessary to identify potential discrepancies in Defendant’s reported data.

As an “aggrieved employee,” Mr. Gomez will initiate a civil action on behalf of himself and other aggrieved employees to recover damages, statutory penalties, and civil penalties resulting from the wage statement violations alleged herein. Based on Mr. Gomez’s own investigation, and on information and belief, Defendant committed the following Labor Code violations:

- g) Defendant violated Labor Code § 226 by failing to furnish Mr. Gomez and other aggrieved employees with accurate and compliant itemized wage statements.

Pursuant to Labor Code section 2699.3(a)(2)(A), please notify us and Defendant if the LWDA intends to investigate these alleged violations of the Labor Code. Please contact me should you require additional information.

Very truly yours,
LIDMAN LAW, APC



Scott M. Lidman

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I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action; my business address is 2155 Campus Drive, Suite 150, El Segundo, California 90245.

Second Amended Representative PAGA Action Complaint
on the interested party(ies) in this action as follows:

Attorneys for Defendant	Attorneys for Defendant
STRAUB DISTRIBUTING COMPANY, LTD	STRAUB DISTRIBUTING COMPANY, LTD

[] (BY E-MAIL OR ELECTRONIC TRANSMISSION) I caused the above-listed documents to be served upon the persons listed via e-mail or electronic transmission to their respective e-mail addresses. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

Executed on June 25, 2026 at El Segundo, California.

PROOF OF SERVICE