

Arby Aiwazian (SBN 269827)
Ryan Slinger (SBN 351297)
LAWYERS for JUSTICE, PC
450 North Brand Blvd., Suite 900
Glendale, California 91203
Tel: (818) 265-1020 / Fax: (818) 265-1021

Attorneys for Plaintiff Steven Scott

David Mara (SBN 230498)
Matthew Crawford (SBN 310230)
MARA LAW FIRM
2650 Camino del Rio, North, Suite 302
San Diego, California 92108
Tel: (619) 234-2833 / Fax: (619) 234-4048

Attorneys for Plaintiff Victor August

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF YOLO**

STEVEN SCOTT, VICTOR AUGUST,
individually, and on behalf of other members
of the general public similarly situated and on
behalf of other aggrieved employees pursuant
to the California Private Attorneys General
Act;

Plaintiff,

vs.

PERFORMANCE FOOD GROUP, INC., a
Colorado corporation; CORE-MARK
INTERNATIONAL, INC., a Delaware
corporation; PERFORMANCE
FOODSERVICE, an unknown business entity;
CME TRANSCO, LLC, a Delaware
corporation; and DOES 1 through 100,
inclusive,

Defendants.

Case No.: CV2024-0729

**FIRST AMENDED CLASS ACTION
COMPLAINT FOR DAMAGES &
ENFORCEMENT UNDER THE PRIVATE
ATTORNEYS GENERAL ACT,
CALIFORNIA LABOR CODE § 2698, ET
SEQ.**

- (1) Violation of California Labor Code §§ 510 and 1198 (Unpaid Overtime);
- (2) Violation of California Labor Code §§ 226.7 and 512(a) (Unpaid Meal Period Premiums);
- (3) Violation of California Labor Code § 226.7 (Unpaid Rest Period Premiums);
- (4) Violation of California Labor Code §§ 1194, 1197, and 1197.1 (Unpaid Minimum Wages);
- (5) Violation of California Labor Code §§ 201, 202, and 203 (Final Wages Not Timely Paid);
- (6) Violation of California Labor Code § 204 (Wages Not Timely Paid During Employment);
- (7) Violation of California Labor Code §§ 226(a) (Non-Compliant Wage Statements);
- (8) Violation of California Labor Code § 1174(d) (Failure To Keep Requisite Payroll Records);
- (9) Violation of California Labor Code

§§ 2800 and 2802 (Unreimbursed Business Expenses);
(10) Violation of California Business & Professions Code §§ 17200, et seq.
(11) Violation of California Labor Code § 2698, et seq. (Private Attorneys General Act of 2004)

DEMAND FOR JURY TRIAL

COMES NOW, Plaintiff STEVEN SCOTT (“Plaintiff Scott”) and Plaintiff VICTOR AUGUST (Plaintiff August”) (collectively, the “Plaintiffs”), individually, and on behalf of other members of the general public similarly situated, and on behalf of other aggrieved employees pursuant to the California Private Attorneys General Act (“PAGA”), and alleges as follows:

JURISDICTION AND VENUE

1. This class action is brought pursuant to the California Code of Civil Procedure section 382. The monetary damages and restitution sought by Plaintiffs exceed the minimal jurisdiction limits of the Superior Court and will be established according to proof at trial.

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

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

4. Venue is proper in this Court because, upon information and belief, Defendants maintain offices, have agents, employ individuals, and/or transact business in the State of California, County of Yolo. The majority of acts and omissions alleged herein relating to Plaintiffs and the other class members and the other aggrieved employees took place in the State of California, including the County of Yolo.

PARTIES

5. Plaintiff STEVEN SCOTT is an individual residing in the State of California.

6. Plaintiff VICTOR AUGUST is an individual residing in the State of California.

7. Defendant PERFORMANCE FOOD GROUP, INC. at all times herein mentioned, was and is, upon information and belief, an employer whose employees are engaged throughout the State of California, including the County of Yolo.

8. Defendant CORE-MARK INTERNATIONAL, INC. at all times herein mentioned, was and is, upon information and belief, an employer whose employees are engaged throughout the State of California, including the County of Yolo.

9. Defendant PERFORMANCE FOODSERVICE at all times herein mentioned, was and is, upon information and belief, an employer whose employees are engaged throughout the State of California, including the County of Yolo.

10. Defendant CME TRANSCO, LLC at all times herein mentioned, was and is, upon information and belief, an employer whose employees are engaged throughout the State of California, including the County of Yolo.

11. At all relevant times, Defendants PERFORMANCE FOOD GROUP, INC., CORE-MARK INTERNATIONAL, INC., PERFORMANCE FOODSERVICE, and CME TRANSCO, LLC were the “employer” of Plaintiff within the meaning of all applicable California laws and statutes.

12. At all times herein relevant, Defendants PERFORMANCE FOOD GROUP, INC., CORE-MARK INTERNATIONAL, INC., PERFORMANCE FOODSERVICE, CME TRANSCO, LLC, and DOES 1 through 100, and each of them, were the agents, partners, joint venturers, joint enterprise, joint employers, representatives, servants, employees, successors-in-interest, co-conspirators and/or assigns, each of the other, and at all times relevant hereto were acting within the course and scope of their authority as such agents, partners, joint venturers, joint enterprise, joint employers, representatives, servants, employees, successors, co-conspirators and/or assigns, and all acts or omissions alleged herein were duly committed with the ratification, knowledge, permission, encouragement, authorization and/or consent of

each defendant designated as a DOE herein.

13. The true names and capacities, whether corporate, associate, individual or otherwise, of defendants DOES 1 through 100, inclusive, are unknown to Plaintiffs who sue said defendants by such fictitious names. Plaintiffs are informed and believe, and based on that information and belief alleges, that each of the defendants designated as a DOE is legally responsible for the events and happenings referred to in this Complaint, and unlawfully caused the injuries and damages to Plaintiffs and the other class members as alleged in this Complaint. Plaintiffs will seek leave of court to amend this Complaint to show the true names and capacities when the same have been ascertained.

14. Defendants PERFORMANCE FOOD GROUP, INC., CORE-MARK INTERNATIONAL, INC., PERFORMANCE FOODSERVICE, CME TRANSCO, LLC, and DOES 1 through 100 will hereinafter collectively be referred to as “Defendants.”

15. Plaintiffs further allege that Defendants directly or indirectly controlled or affected the working conditions, wages, working hours, and conditions of employment of Plaintiffs and the other class members so as to make each of said Defendants employers liable under the statutory provisions set forth herein.

CLASS ACTION ALLEGATIONS

16. Plaintiffs bring this action on their own behalf and on behalf of all other members of the general public similarly situated, and, thus, seeks class certification under California Code of Civil Procedure section 382.

17. The proposed class is defined as follows:

All current and former California-based truck drivers, driver helpers, and related job classifications who were employed by any of the Defendants within the State of California at any time during the period from four years preceding the filing of this Complaint to final judgment.

18. Plaintiffs reserve the right to establish subclasses as appropriate.

19. The class is ascertainable and there is a well-defined community of interest in the litigation:

- 1 a. Numerosity: The class members are so numerous that joinder of all class
2 members is impracticable. The membership of the entire class is
3 unknown to Plaintiffs at this time; however, the class is estimated to be
4 greater than fifty (50) individuals and the identity of such membership is
5 readily ascertainable by inspection of Defendants' employment records.
- 6 b. Typicality: Plaintiffs' claims are typical of all other class members' as
7 demonstrated herein. Plaintiffs will fairly and adequately protect the
8 interests of the other class members with whom he has a well-defined
9 community of interest.
- 10 c. Adequacy: Plaintiffs will fairly and adequately protect the interests of
11 each class member, with whom he has a well-defined community of
12 interest and typicality of claims, as demonstrated herein. Plaintiffs have
13 no interest that is antagonistic to the other class members. Plaintiffs'
14 attorneys, the proposed class counsel, are versed in the rules governing
15 class action discovery, certification, and settlement. Plaintiffs have
16 incurred, and during the pendency of this action will continue to incur,
17 costs and attorneys' fees, that have been, are, and will be necessarily
18 expended for the prosecution of this action for the substantial benefit of
19 each class member.
- 20 d. Superiority: A class action is superior to other available methods for the
21 fair and efficient adjudication of this litigation because individual joinder
22 of all class members is impractical.
- 23 e. Public Policy Considerations: Certification of this lawsuit as a class
24 action will advance public policy objectives. Employers of this great
25 state violate employment and labor laws every day. Current employees
26 are often afraid to assert their rights out of fear of direct or indirect
27 retaliation. However, class actions provide the class members who are
28 not named in the complaint anonymity that allows for the vindication of

1 their rights.

2 20. There are common questions of law and fact as to the class members that
3 predominate over questions affecting only individual members. The following common
4 questions of law or fact, among others, exist as to the members of the class:

- 5 a. Whether Defendants' failure to pay wages to Plaintiffs and other class
6 members, without abatement or reduction, in accordance with the
7 California Labor Code, was willful;
- 8 b. Whether Defendants' had a corporate policy and practice of failing to
9 pay class members for all hours worked and non-compliant (short, late,
10 interrupted, and/or missed altogether) meal periods and rest breaks in
11 violation of California law;
- 12 c. Whether Defendants required Plaintiffs and the other class members to
13 work over eight (8) hours per day, over forty (40) hours per week, and/or
14 over six (6) consecutive days per workweek, and failed to pay the legally
15 required overtime compensation to Plaintiff and the other class members;
- 16 d. Whether Defendants deprived Plaintiffs and the other class members of
17 meal and/or rest periods or required Plaintiffs and the other class
18 members to work during meal and/or rest periods without compensation;
- 19 e. Whether Defendants failed to pay minimum wages to Plaintiffs and the
20 other class members for all hours worked;
- 21 f. Whether Defendants failed to pay all wages due to Plaintiffs and the
22 other class members within the required time upon their discharge or
23 resignation;
- 24 g. Whether Defendants failed to timely pay all wages due to Plaintiffs and
25 the other class members during their employment;
- 26 h. Whether Defendants complied with wage reporting with respect to
27 Plaintiffs and the other class members as required by the California
28 Labor Code; including, *inter alia*, section 226;

- i. Whether Defendants kept complete and accurate payroll records with respect to Plaintiffs and the other class members as required by the California Labor Code, including, *inter alia*, section 1174(d);
- j. Whether Defendants failed to reimburse Plaintiffs and the other class members for necessary business-related expenses and costs;
- k. Whether Defendants' conduct with respect to the employment of Plaintiffs and the other class members alleged herein was willful or reckless;
- l. Whether Defendants engaged in unfair business practices with respect to the employment of Plaintiffs and the other class members alleged herein in violation of California Business & Professions Code section 17200, et seq.;
- m. The appropriate amount of damages, restitution, and/or monetary penalties resulting from Defendants' violation of California law; and
- n. Whether Plaintiffs and the other class members are entitled to compensatory damages pursuant to the California Labor Code.

PAGA ALLEGATIONS

21. At all times set forth herein, PAGA was applicable to Plaintiffs' employment by Defendants.

22. At all times set forth herein, PAGA provides that any provision of law under the California Labor Code that provides for a civil penalty, including unpaid wages and premium wages, to be assessed and collected by the LWDA for violations of the California Labor Code may, as an alternative, be recovered through a civil action brought by an aggrieved employee on behalf of himself and other current or former employees pursuant to procedures outlined in California Labor Code section 2699.3.

23. Pursuant to PAGA, a civil action under PAGA may be brought by an "aggrieved employee," who is any person that was employed by the alleged violator and against whom one or more of the alleged violations was committed.

24. Plaintiffs were employed by Defendants and the alleged violations were committed against them during their time of employment and they are, therefore, an aggrieved employee. Plaintiffs and all other individuals who worked for Defendants in California in any hourly-paid or non-exempt position at Defendants at any time during the relevant time period are “aggrieved employees” as defined by California Labor Code section 2699(c) (and are herein referred to collectively as “aggrieved employee(s)”) in that they are current or former employees of Defendants, and one or more of the alleged violations were committed against them.

25. Pursuant to California Labor Code sections 2699.3 and 2699.5, an aggrieved employee, including Plaintiffs, may pursue a civil action arising under PAGA after the following requirements have been met:

- a. The aggrieved employee shall give written notice by online submission (hereinafter “Employee’s Notice”) to the LWDA and by certified mail to the employer of the specific provisions of the California Labor Code alleged to have been violated, including the facts and theories to support the alleged violations.
- b. The LWDA shall provide notice (hereinafter “LWDA Notice”) to the employer and the aggrieved employee by certified mail that it does not intend to investigate the alleged violation within sixty (60) calendar days of the postmark date of the Employee’s Notice. Upon receipt of the LWDA Notice, or if the LWDA Notice is not provided within sixty-five (65) calendar days of the postmark date of the Employee’s Notice, the aggrieved employee may commence a civil action pursuant to California Labor Code section 2699 to recover civil penalties in addition to any other penalties to which the employee may be entitled.

26. On January 8, 2024, Plaintiff Scott provided written notice by online submission to the LWDA and by certified mail to Defendants of the specific provisions of the California Labor Code and Industrial Welfare Commission Wage (“IWC”) Orders alleged to have been

1 violated, including the facts and theories to support the alleged violations. Plaintiff Scott did
2 not receive any notice from the LWDA regarding either its intent to investigate or not
3 investigate the alleged violations, within sixty-five (65) days of the date of the submission of
4 Plaintiff Scott's notice.

5 27. On March 14, 2024, Plaintiff August provided written notice by online
6 submission to the LWDA and by certified mail to Defendants of the specific provisions of the
7 California Labor Code and Industrial Welfare Commission Wage ("IWC") Orders alleged to
8 have been violated, including the facts and theories to support the alleged violations. Plaintiff
9 August did not receive any notice from the LWDA regarding either its intent to investigate or
10 not investigate the alleged violations, within sixty-five (65) days of the date of the submission
11 of Plaintiff August's notice.

12 28. Therefore, the administrative prerequisites under California Labor Code section
13 2699.3(a) to recover civil penalties, including unpaid wages and premium wages per California
14 Labor Code section 558 against Defendants, in addition to other remedies, for violations of
15 California Labor Code sections 201, 202, 203, 204, 218, 218.5, 222, 223, 224, 226, 226.3,
16 226.7, 248.2, 248.6, 510, 512, 515, 551, 552, 558, 1174, 1194, 1194.2, 1197, 1197.1, 1198,
17 2800 and 2802 and the applicable IWC Wage Orders, have been satisfied.

18 **GENERAL ALLEGATIONS**

19 29. At all relevant times set forth herein, Defendants employed Plaintiffs and other
20 class members and aggrieved employees within the State of California and the County of Yolo.

21 30. Defendants, jointly and severally, employed Plaintiff Scott as an hourly-paid,
22 non-exempt employee, from approximately September 2020 to approximately October 2023, in
23 the State of California, County of Yolo.

24 31. Defendants, jointly and severally, employed Plaintiff August as an hourly-paid,
25 non-exempt employee, from approximately January 2024 to approximately February 2024, in
26 the State of California, County of Yolo.

27 32. Defendants hired Plaintiffs and the other class members and aggrieved
28 employees, classified them as hourly-paid or non-exempt employees, and failed to compensate

1 them for all hours worked and noncompliant (missed, short, late or interrupted) meal periods
2 and/or rest breaks.

3 33. Defendants had the authority to hire and terminate Plaintiffs and the other class
4 members and aggrieved employees, to set work rules and conditions governing Plaintiffs' and
5 the other class members' and aggrieved employees' employment, and to supervise their daily
6 employment activities.

7 34. Defendants exercised sufficient authority over the terms and conditions of
8 Plaintiffs and the other class members' and aggrieved employees' employment for them to be
9 joint employers of Plaintiffs and the other class members and other aggrieved employees.

10 35. Defendants directly hired and paid wages and benefits to Plaintiff and the other
11 class members and aggrieved employees.

12 36. Defendants continue to employ hourly-paid or non-exempt employees within the
13 State of California.

14 37. Plaintiff and the other class members worked over eight (8) hours in a day, forty
15 (40) hours in a week, and/or six (6) consecutive days in a workweek during their employment
16 with Defendants.

17 38. Plaintiffs are informed and believe, and based thereon allege, that Defendants
18 engaged in a uniform policy and systematic scheme of wage abuse against their hourly-paid or
19 non-exempt employees within the State of California. This scheme and practice involved,
20 *inter alia*, failing to pay them for all wages due to them and for non-compliant (missed, short,
21 late, or interrupted) meal periods and rest breaks in violation of California law.

22 39. Plaintiffs are informed and believe, and based thereon allege, that Defendants
23 knew or should have known that Plaintiffs and the other class members and aggrieved
24 employees were entitled to receive certain wages for overtime compensation and that they
25 were not receiving accurate overtime compensation for all overtime hours worked. The
26 deficiencies include, *inter alia*, requiring Plaintiffs and the other class members and aggrieved
27 employees to perform overtime off-the-clock, the failure to include non-discretionary forms of
28 pay including, bonuses, merit bonuses, commissions, incentives, and awards.

1 40. Plaintiffs are informed and believe, and based thereon allege, that Defendants
2 failed to provide Plaintiffs and the other class members and aggrieved employees all required
3 rest and meal periods during the relevant time period as required under the Industrial Welfare
4 Commission Wage Orders and thus they are entitled to any and all applicable penalties.
5 Defendants' failure included, *inter alia*, failing to provide uninterrupted ten (10) minute rest
6 periods and timely, uninterrupted thirty (30) minute meal periods to Plaintiffs and the other
7 class members and aggrieved employees. Plaintiffs and the other class members and aggrieved
8 employees were required to perform work during meal periods and rest periods, and
9 Defendants incentivized Plaintiffs and the other class members and aggrieved employees to
10 forego statutorily required meal periods and rest periods.

11 41. Plaintiffs are informed and believe, and based thereon allege, that Defendants
12 knew or should have known that Plaintiffs and the other class members and aggrieved
13 employees were entitled to receive all meal periods or payment of one additional hour of pay at
14 Plaintiffs' and the other class member's and aggrieved employees' regular rate of pay when a
15 meal period was missed, late, short, or interrupted, and they did not receive all meal periods or
16 payment of one additional hour of pay at Plaintiffs' and the other class member's and
17 aggrieved employees' regular rate of pay when a meal period was missed, late, short, or
18 interrupted.

19 42. Plaintiffs are informed and believe, and based thereon allege, that Defendants
20 knew or should have known that Plaintiffs and the other class members and aggrieved
21 employees were entitled to receive all rest periods or payment of one additional hour of pay at
22 Plaintiffs' and the other class member's and aggrieved employees' regular rate of pay when a
23 rest period was missed, late, short, or interrupted. and they did not receive all rest periods or
24 payment of one additional hour of pay at Plaintiffs' and the other class members' and
25 aggrieved employees' regular rate of pay when a rest period was missed, late, short, or
26 interrupted.

27 43. Plaintiffs are informed and believe, and based thereon allege, that Defendants
28 knew or should have known that Plaintiffs and the other class members and aggrieved

1 employees were entitled to receive at least minimum wages for compensation and that they
2 were not receiving at least minimum wages for all hours worked.

3 44. Plaintiffs are informed and believe, and based thereon allege, that Defendants
4 knew or should have known that Plaintiffs and the other class members and aggrieved
5 employees were entitled to receive all wages owed to them upon discharge or resignation,
6 including overtime and minimum wages and meal and rest period premiums, and they did not,
7 in fact, receive all such wages owed to them at the time of their discharge or resignation.

8 45. Plaintiffs are informed and believe, and based thereon allege, that Defendants
9 knew or should have known that Plaintiffs and the other class members and aggrieved
10 employees were entitled to receive all wages owed to them during their employment. Plaintiffs
11 and the other class members and aggrieved employees did not receive payment of all wages,
12 including regular, overtime and/or minimum wages and meal and rest period premiums, within
13 any time permissible under California Labor Code section 204.

14 46. Plaintiffs are informed and believe, and based thereon allege, that Defendants
15 knew or should have known that Plaintiffs and the other class members and aggrieved
16 employees were entitled to receive complete and accurate wage statements in accordance with
17 California law, but, in fact, they did not receive complete and accurate wage statements from
18 Defendants. The deficiencies included, *inter alia*, the failure to include the total number of
19 hours worked by Plaintiffs and the other class members and aggrieved employees, as a result of
20 requiring Plaintiffs and other class members and aggrieved employees to work “off-the-
21 clock.”.

22 47. Plaintiffs are informed and believe, and based thereon allege, that Defendants
23 knew or should have known that Defendants had to keep complete and accurate payroll records
24 for Plaintiffs and the other class members and aggrieved employees in accordance with
25 California law, but, in fact, did not keep complete and accurate payroll records. For example,
26 Defendants did not provide Plaintiff and the other class members and aggrieved employees
27 with the wages to which they were entitled for work performed “off-the-clock.”

28 48. Plaintiffs are informed and believe, and based thereon allege, that Defendants

1 knew or should have known that Plaintiffs and the other class members and aggrieved
2 employees were entitled to reimbursement for necessary business-related expenses.

3 49. Plaintiffs are informed and believe, and based thereon allege, that Defendants
4 knew or should have known that they had a duty to compensate Plaintiff and the other class
5 members and aggrieved employees pursuant to California law, and that Defendants had the
6 financial ability to pay such compensation, but willfully, knowingly, and intentionally failed to
7 do so, and falsely represented to Plaintiffs and the other class members and aggrieved
8 employees that they were properly denied wages, all in order to increase Defendants' profits.

9 50. During the relevant time period, Defendants failed to pay overtime wages to
10 Plaintiffs and the other class members and aggrieved employees for all overtime hours worked.
11 Plaintiffs and the other class members and aggrieved employees were required to work more
12 than eight (8) hours per day, forty (40) hours per week, and/or six (6) consecutive days in a
13 workweek without being paid proper overtime compensation for all overtime hours worked.
14 For example, Defendants required that Plaintiff and the other class members and aggrieved
15 employees to work off-the-clock and did not properly compensate them for that time.

16 51. During the relevant time period, Defendants failed to provide all requisite
17 compliant meal and rest periods (i.e., meal and rest periods that were not missed, late, short, or
18 interrupted) to Plaintiffs and the other class members and aggrieved employees.

19 52. During the relevant time period, Defendants failed to pay Plaintiffs and the other
20 class members and aggrieved employees at least minimum wages for all hours worked.

21 53. During the relevant time period, Defendants failed to pay Plaintiffs and the other
22 class members and aggrieved employees all wages owed to them upon discharge or
23 resignation.

24 54. During the relevant time period, Defendants failed to pay Plaintiffs and the other
25 class members and aggrieved employees all wages within any time permissible under
26 California law, including, *inter alia*, California Labor Code section 204.

27 55. During the relevant time period, Defendants failed to provide complete or
28 accurate wage statements to Plaintiffs and the other class members and aggrieved employees.

1 56. During the relevant time period, Defendants failed to keep complete or accurate
2 payroll records for Plaintiffs and the other class members and aggrieved employees.

3 57. During the relevant time period, Defendants failed to reimburse Plaintiffs and
4 the other class members and aggrieved employees for all necessary business-related expenses
5 and costs.

6 58. During the relevant time period, Defendants failed to properly compensate
7 Plaintiffs and the other class members and aggrieved employees pursuant to California law in
8 order to increase Defendants' profits.

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

12 **FIRST CAUSE OF ACTION**

13 **(Violation of California Labor Code §§ 510 and 1198)**

14 **(Against PERFORMANCE FOOD GROUP, INC., CORE-MARK INTERNATIONAL,**
15 **INC., PERFORMANCE FOODSERVICE, CME TRANSCO, LLC,**
16 **and DOES 1 through 100)**

17 60. Plaintiffs incorporate by reference the allegations contained in Paragraphs 1
18 through 59, and each and every part thereof with the same force and effect as though fully set
19 forth herein.

20 61. California Labor Code section 1198 and the applicable Industrial Welfare
21 Commission ("IWC") Wage Order provide that it is unlawful to employ persons without
22 compensating them at a rate of pay either time-and-one-half or two-times that person's regular
23 rate of pay, depending on the number of hours worked by the person on a daily or weekly
24 basis.

25 62. Specifically, the applicable IWC Wage Order provides that Defendants are and
26 were required to pay Plaintiffs and the other class members employed by Defendants, and
27 working more than eight (8) hours in a day, more than forty (40) hours in a workweek, and/or
28 over six (6) consecutive days in a workweek, at the rate of time-and-one-half for all hours

1 worked in excess of eight (8) hours in a day, more than forty (40) hours in a workweek, and/or
2 over six (6) consecutive days in a workweek.

3 63. The applicable IWC Wage Order further provides that Defendants are and were
4 required to pay Plaintiffs and the other class members overtime compensation at a rate of two
5 times their regular rate of pay for all hours worked in excess of twelve (12) hours in a day or in
6 excess of eight (8) hours on the sixth consecutive day of work in a workweek.

7 64. California Labor Code section 510 codifies the right to overtime compensation
8 at one-and-one-half times the regular hourly rate for hours worked in excess of eight (8) hours
9 in a day or forty (40) hours in a week or for the first eight (8) hours worked on the seventh day
10 of work, and to overtime compensation at twice the regular hourly rate for hours worked in
11 excess of twelve (12) hours in a day or in excess of eight (8) hours in a day on the seventh day
12 of work.

13 65. During the relevant time period, Plaintiffs and the other class members worked
14 in excess of eight (8) hours in a day, in excess of forty (40) hours in a week, and/or in excess
15 of six (6) consecutive days in a workweek.

16 66. During the relevant time period, Defendants intentionally and willfully failed to
17 pay overtime wages owed to Plaintiffs and the other class members. Plaintiffs and the other
18 class members did not receive overtime compensation at one and one-half times their regular
19 hourly rate of pay for all hours spent performing job duties in excess of eight (8) hours in a
20 day, in excess of forty (40) hours in a week, or for the first eight (8) hours worked on the
21 seventh day of work.

22 67. Defendants' failure to pay Plaintiffs and the other class members the unpaid
23 balance of overtime compensation, as required by California laws, violates the provisions of
24 California Labor Code sections 510 and 1198, and is therefore unlawful.

25 68. Pursuant to California Labor Code section 1194, Plaintiffs and the other class
26 members are entitled to recover unpaid overtime compensation, as well as interest, costs, and
27 attorneys' fees.

28 ///

SECOND CAUSE OF ACTION

(Violation of California Labor Code §§ 226.7 and 512(a))

**(Against PERFORMANCE FOOD GROUP, INC., CORE-MARK INTERNATIONAL,
INC., PERFORMANCE FOODSERVICE, CME TRANSCO, LLC,
and DOES 1 through 100)**

69. Plaintiffs incorporate by reference the allegations contained in paragraphs 1 through 68, and each and every part thereof with the same force and effect as though fully set forth herein.

70. At all relevant times, the IWC Order and California Labor Code sections 226.7 and 512(a) were applicable to Plaintiffs' and the other class members' employment by Defendants.

71. At all relevant times, California Labor Code section 226.7 provides that no employer shall require an employee to work during any meal or rest period mandated by an applicable order of the California IWC.

72. At all relevant times, the applicable IWC Wage Order and California Labor Code section 512(a) provide that an employer may not require, cause or permit an employee to work for a work period of more than five (5) hours per day without providing the employee with a meal period of not less than thirty (30) minutes, except that if the total work period per day of the employee is no more than six (6) hours, the meal period may be waived by mutual consent of both the employer and employee.

73. At all relevant times, the applicable IWC Wage Order and California Labor Code section 512(a) further provide that an employer may not require, cause or permit an employee to work for a work period of more than ten (10) hours per day without providing the employee with a second uninterrupted meal period of not less than thirty (30) minutes, except that if the total hours worked is no more than twelve (12) hours, the second meal period may be waived by mutual consent of the employer and the employee only if the first meal period was not waived.

74. During the relevant time period, Plaintiffs and the other class members who

1 were scheduled to work for a period of time no longer than six (6) hours, and who did not
2 waive their legally-mandated meal periods by mutual consent, were required to work for
3 periods longer than five (5) hours without an uninterrupted meal period of not less than thirty
4 (30) minutes and/or rest period.

5 75. During the relevant time period, Plaintiffs and the other class members who
6 were scheduled to work for a period of time in excess of six (6) hours were required to work
7 for periods longer than five (5) hours without an uninterrupted meal period of not less than
8 thirty (30) minutes and/or rest period.

9 76. During the relevant time period, Defendants intentionally and willfully required
10 Plaintiffs and the other class members to work during meal periods and failed to compensate
11 Plaintiffs and the other class members the full meal period premium for work performed during
12 meal periods.

13 77. During the relevant time period, Defendants failed to pay Plaintiffs and the other
14 class members the full meal period premium due pursuant to California Labor Code section
15 226.7.

16 78. Defendants' conduct violates applicable IWC Wage Order and California Labor
17 Code sections 226.7 and 512(a).

18 79. Pursuant to applicable IWC Wage Order and California Labor Code section
19 226.7(c), Plaintiffs and the other class members are entitled to recover from Defendants one
20 additional hour of pay at the employee's regular rate of compensation for each work day that
21 the meal or rest period is not provided.

22 **THIRD CAUSE OF ACTION**

23 **(Violation of California Labor Code § 226.7)**

24 **(Against PERFORMANCE FOOD GROUP, INC., CORE-MARK INTERNATIONAL,**
25 **INC., PERFORMANCE FOODSERVICE, CME TRANSCO, LLC,**
26 **and DOES 1 through 100)**

27 80. Plaintiffs incorporate by reference the allegations contained in paragraphs 1
28 through 79, and each and every part thereof with the same force and effect as though fully set

1 forth herein.

2 81. At all times herein set forth, the applicable IWC Wage Order and California
3 Labor Code section 226.7 were applicable to Plaintiffs' and the other class members'
4 employment by Defendants.

5 82. At all relevant times, California Labor Code section 226.7 provides that no
6 employer shall require an employee to work during any rest period mandated by an applicable
7 order of the California IWC.

8 83. At all relevant times, the applicable IWC Wage Order provides that "[e]very
9 employer shall authorize and permit all employees to take rest periods, which insofar as
10 practicable shall be in the middle of each work period" and that the "rest period time shall be
11 based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4)
12 hours or major fraction thereof" unless the total daily work time is less than three and one-half
13 (3 ½) hours.

14 84. During the relevant time period, Defendants required Plaintiffs and other class
15 members to work four (4) or more hours without authorizing or permitting a ten (10) minute
16 rest period per each four (4) hour period worked.

17 85. During the relevant time period, Defendants willfully required Plaintiffs and the
18 other class members to work during rest periods and failed to pay Plaintiffs and the other class
19 members the full rest period premium for work performed during rest periods.

20 86. During the relevant time period, Defendants failed to pay Plaintiffs and the other
21 class members the full rest period premium due pursuant to California Labor Code section
22 226.7.

23 87. Defendants' conduct violates applicable IWC Wage Orders and California
24 Labor Code section 226.7.

25 88. Pursuant to the applicable IWC Wage Orders and California Labor Code section
26 226.7(c), Plaintiffs and the other class members are entitled to recover from Defendants one
27 additional hour of pay at the employees' regular hourly rate of compensation for each work
28 day that the rest period was not provided.

FOURTH CAUSE OF ACTION

(Violation of California Labor Code §§ 1194, 1197, and 1197.1)

(Against PERFORMANCE FOOD GROUP, INC., CORE-MARK INTERNATIONAL, INC., PERFORMANCE FOODSERVICE, CME TRANSCO, LLC, and DOES 1 through 100)

89. Plaintiffs incorporate by reference the allegations contained in paragraphs 1 through 88, and each and every part thereof with the same force and effect as though fully set forth herein.

90. At all relevant times, California Labor Code sections 1194, 1197, and 1197.1 provide that the minimum wage to be paid to employees, and the payment of a lesser wage than the minimum so fixed is unlawful.

91. During the relevant time period, Defendants failed to pay minimum wage to Plaintiffs and the other class members, including, *inter alia*, minimum wages, regular wages, overtime wages, and meal and rest premiums, as required, pursuant to California Labor Code sections 1194, 1197, and 1197.1.

92. Defendants' failure to pay Plaintiffs and the other class members the minimum and required wages violates California Labor Code sections 1194, 1197, and 1197.1. Pursuant to those sections Plaintiffs and the other class members are entitled to recover the unpaid balance of their unpaid wage compensation as well as interest, costs, and attorney's fees, and liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon.

93. Pursuant to California Labor Code section 1197.1, Plaintiffs and the other class members are entitled to recover a penalty of \$100.00 for the initial failure to timely pay each employee minimum wages, and \$250.00 for each subsequent failure to pay each employee minimum wages.

94. Pursuant to California Labor Code section 1194.2, Plaintiffs and the other class members are entitled to recover liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon.

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FIFTH CAUSE OF ACTION

(Violation of California Labor Code §§ 201, 202, and 203)

**(Against PERFORMANCE FOOD GROUP, INC., CORE-MARK INTERNATIONAL,
INC., PERFORMANCE FOODSERVICE, CME TRANSCO, LLC,
and DOES 1 through 100)**

95. Plaintiffs incorporate by reference the allegations contained in paragraphs 1 through 94, and each and every part thereof with the same force and effect as though fully set forth herein.

96. At all relevant times herein set forth, California Labor Code sections 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and if an employee quits his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours' notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.

97. During the relevant time period, Defendants intentionally and willfully failed to pay Plaintiffs and the other class members who are no longer employed by Defendants their wages, earned and unpaid, within seventy-two (72) hours of their leaving Defendants' employ.

98. Plaintiffs and other class members were not paid at the time of their discharge wages earned and unpaid throughout their employment, including but not limited to, wages due to Plaintiffs and other class members for time worked off-the-clock to perform work duties and for meal and rest period premiums payments.

99. Defendants' failure to pay Plaintiffs and the other class members who are no longer employed by Defendants' their wages, earned and unpaid, within seventy-two (72) hours of their leaving Defendants' employ, is in violation of California Labor Code sections 201 and 202.

100. California Labor Code section 203 provides that if an employer willfully fails to pay wages owed, in accordance with sections 201 and 202, then the wages of the employee

1 shall continue as a penalty from the due date thereof at the same rate until paid or until an
2 action is commenced; but the wages shall not continue for more than thirty (30) days.

3 101. Plaintiffs and the other class members are entitled to recover from Defendants
4 the statutory penalty wages for each day they were not paid, up to a thirty (30) day maximum
5 pursuant to California Labor Code section 203.

6 **SIXTH CAUSE OF ACTION**

7 **(Violation of California Labor Code § 204)**

8 **(Against PERFORMANCE FOOD GROUP, INC., CORE-MARK INTERNATIONAL,**
9 **INC., PERFORMANCE FOODSERVICE, CME TRANSCO, LLC,**
10 **and DOES 1 through 100)**

11 102. Plaintiffs incorporate by reference the allegations contained in paragraphs 1
12 through 101, and each and every part thereof with the same force and effect as though fully set
13 forth herein.

14 103. At all times herein set forth, California Labor Code section 204 provides that all
15 wages earned by any person in any employment between the 1st and 15th days, inclusive, of
16 any calendar month, other than those wages due upon termination of an employee, are due and
17 payable between the 16th and the 26th day of the month during which the labor was
18 performed.

19 104. At all times herein set forth, California Labor Code section 204 provides that all
20 wages earned by any person in any employment between the 16th and the last day, inclusive,
21 of any calendar month, other than those wages due upon termination of an employee, are due
22 and payable between the 1st and the 10th day of the following month.

23 105. At all times herein set forth, California Labor Code section 204 provides that all
24 wages earned for labor in excess of the normal work period shall be paid no later than the
25 payday for the next regular payroll period.

26 106. During the relevant time period, Defendants intentionally and willfully failed to
27 pay Plaintiffs and the other class members all wages due to them, within any time period
28 permissible under California Labor Code section 204.

107. Plaintiffs and the other class members are entitled to recover all remedies available for violations of California Labor Code section 204.

SEVENTH CAUSE OF ACTION

(Violation of California Labor Code § 226(a))

(Against PERFORMANCE FOOD GROUP, INC., CORE-MARK INTERNATIONAL, INC., PERFORMANCE FOODSERVICE, CME TRANSCO, LLC, and DOES 1 through 100)

108. Plaintiffs incorporate by reference the allegations contained in paragraphs 1 through 107, and each and every part thereof with the same force and effect as though fully set forth herein.

109. At all material times set forth herein, California Labor Code section 226(a) provides that every employer shall furnish each of his or her employees an accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the employee, (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and his or her social security number, (8) the name and address of the legal entity that is the employer, and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee. The deductions made from payments of wages shall be recorded in ink or other indelible form, properly dated, showing the month, day, and year, and a copy of the statement or a record of the deductions shall be kept on file by the employer for at least three years at the place of employment or at a central location within the State of California.

110. Defendants have intentionally and willfully failed to provide Plaintiffs and the other class members with complete and accurate wage statements. The deficiencies include, but are not limited to: the failure to include the total number of hours worked by Plaintiffs and the other class members.

111. As a result of Defendants' violation of California Labor Code section 226(a), Plaintiffs and the other class members have suffered injury and damage to their statutorily-protected rights.

112. More specifically, Plaintiffs and the other class members have been injured by Defendants' intentional and willful violation of California Labor Code section 226(a) because they were denied both their legal right to receive, and their protected interest in receiving, accurate and itemized wage statements pursuant to California Labor Code section 226(a).

113. Plaintiffs and the other class members are entitled to recover from Defendants the greater of their actual damages caused by Defendants' failure to comply with California Labor Code section 226(a), or an aggregate penalty not exceeding four thousand dollars per employee.

114. Plaintiffs and the other class members are also entitled to injunctive relief to ensure compliance with this section, pursuant to California Labor Code section 226(h).

EIGHTH CAUSE OF ACTION

(Violation of California Labor Code § 1174(d))

(Against PERFORMANCE FOOD GROUP, INC., CORE-MARK INTERNATIONAL, INC., PERFORMANCE FOODSERVICE, CME TRANSCO, LLC, and DOES 1 through 100)

115. Plaintiffs incorporate by reference the allegations contained in paragraphs 1 through 114, and each and every part thereof with the same force and effect as though fully set forth herein.

116. Pursuant to California Labor Code section 1174(d), an employer shall keep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments. These records shall be kept in accordance with rules established for this purpose by the commission, but in any case shall be kept on file for not less than two years.

117. Defendants have intentionally and willfully failed to keep accurate and complete payroll records showing the hours worked daily and the wages paid, to Plaintiffs and the other class members.

118. As a result of Defendants' violation of California Labor Code section 1174(d), Plaintiffs and the other class members have suffered injury and damage to their statutorily-protected rights.

119. More specifically, Plaintiffs and the other class members have been injured by Defendants' intentional and willful violation of California Labor Code section 1174(d) because they were denied both their legal right and protected interest, in having available, accurate and complete payroll records pursuant to California Labor Code section 1174(d).

NINTH CAUSE OF ACTION

(Violation of California Labor Code §§ 2800 and 2802)

(Against PERFORMANCE FOOD GROUP, INC., CORE-MARK INTERNATIONAL, INC., PERFORMANCE FOODSERVICE, CME TRANSCO, LLC, and DOES 1 through 100)

120. Plaintiffs incorporate by reference the allegations contained in paragraphs 1 through 119, and each and every part thereof with the same force and effect as though fully set forth herein.

121. Pursuant to California Labor Code sections 2800 and 2802, an employer must reimburse its employee for all necessary expenditures incurred by the employee in direct consequence of the discharge of his or her job duties or in direct consequence of his or her obedience to the directions of the employer.

122. Plaintiffs and the other class members incurred necessary business-related expenses and costs that were not fully reimbursed by Defendants.

123. Defendants have intentionally and willfully failed to reimburse Plaintiffs and the other class members for all necessary business-related expenses and costs.

124. Plaintiffs and the other class members are entitled to recover from Defendants their business-related expenses and costs incurred during the course and scope of their

1 employment, plus interest accrued from the date on which the employee incurred the necessary
2 expenditures at the same rate as judgments in civil actions in the State of California.

3 **TENTH CAUSE OF ACTION**

4 **(Violation of California Business & Professions Code §§ 17200, et seq.)**

5 **(Against PERFORMANCE FOOD GROUP, INC., CORE-MARK INTERNATIONAL,**
6 **INC., PERFORMANCE FOODSERVICE, CME TRANSCO, LLC,**
7 **and DOES 1 through 100)**

8 125. Plaintiffs incorporate by reference the allegations contained in paragraphs 1
9 through 124, and each and every part thereof with the same force and effect as though fully set
10 forth herein.

11 126. Defendants' conduct, as alleged herein, has been, and continues to be, unfair,
12 unlawful and harmful to Plaintiffs, other class members, to the general public, and Defendants'
13 competitors. Accordingly, Plaintiffs seek to enforce important rights affecting the public
14 interest within the meaning of Code of Civil Procedure section 1021.5.

15 127. Defendants' activities as alleged herein are violations of California law, and
16 constitute unlawful business acts and practices in violation of California Business &
17 Professions Code section 17200, et seq.

18 128. A violation of California Business & Professions Code section 17200, et seq.
19 may be predicated on the violation of any state or federal law. In this instant case, Defendants'
20 policies and practices of requiring employees, including Plaintiffs and the other class members,
21 to work overtime without paying them proper compensation violate California Labor Code
22 sections 510 and 1198. Additionally, Defendants' policies and practices of requiring
23 employees, including Plaintiffs and the other class members, to work through their meal and
24 rest periods without paying them proper compensation violate California Labor Code sections
25 226.7 and 512(a). Defendants' policies and practices of failing to pay minimum wages violate
26 California Labor Code sections 1194, 1197, and 1197.1. Moreover, Defendants' policies and
27 practices of failing to timely pay wages to Plaintiffs and the other class members violate
28 California Labor Code sections 201, 202 and 204. Defendants also violated California Labor

Code sections 226(a), 1174(d), 2800 and 2802.

129. As a result of the herein described violations of California law, Defendants unlawfully gained an unfair advantage over other businesses.

130. Plaintiffs and the other class members have been personally injured by Defendants' unlawful business acts and practices as alleged herein, including but not necessarily limited to the loss of money and/or property.

131. Pursuant to California Business & Professions Code sections 17200, et seq., Plaintiffs and the other class members are entitled to restitution of the wages withheld and retained by Defendants during a period that commences four years preceding the filing of this Complaint; an award of attorneys' fees pursuant to California Code of Civil procedure section 1021.5 and other applicable laws; and an award of costs.

ELEVENTH CAUSE OF ACTION

(Violation of California Labor Code §§ 2698, et seq.)

(Against PERFORMANCE FOOD GROUP, INC., CORE-MARK

INTERNATIONAL, INC., PERFORMANCE FOODSERVICE, CME TRANSCO,

LLC, and DOES 1 through 100)

132. Plaintiffs incorporate by reference the allegations contained in paragraphs 1 through 131, and each and every part thereof with the same force and effect as though fully set forth herein.

133. PAGA expressly establishes that any provision of the California Labor Code which provides for a civil penalty to be assessed and collected by the LWDA, or any of its departments, divisions, commissions, boards, agencies, or employees for a violation of the California Labor Code, may be recovered through a civil action brought by an aggrieved employee on behalf of himself or herself, and other current or former employees.

134. Whenever the LWDA, or any of its departments, divisions, commissions, boards, agencies, or employees has discretion to assess a civil penalty, a court in a civil action is authorized to exercise the same discretion, subject to the same limitations and conditions, to assess a civil penalty.

136. Defendants' failure to pay legally required overtime wages to Plaintiffs and the other aggrieved employees is in violation of the Wage Orders and constitutes unlawful or unfair activity prohibited by California Labor Code sections 510 and 1198.

137. Defendants' failure to provide legally required meal periods to Plaintiffs and the other aggrieved employees is in violation of the Wage Orders and constitutes unlawful or unfair activity prohibited by California Labor Code sections 226.7 and 512(a).

138. Defendants' failure to provide legally required rest periods to Plaintiffs and the other aggrieved employees is in violation of the Wage Orders and constitutes unlawful or unfair activity prohibited by California Labor Code section 226.7.

139. Defendants' failure to pay legally required wages to Plaintiffs and the other aggrieved employees is in violation of the Wage Orders and constitutes unlawful or unfair activity prohibited by California Labor Code sections 1194, 1197 and 1197.1.

140. Defendants' failure to timely pay wages to Plaintiffs and the other aggrieved employees upon termination in accordance with Labor Code sections 201 and 202 constitutes unlawful and/or unfair activity prohibited by California Labor Code sections 201 and 202.

141. Defendants' failure to timely pay wages to Plaintiffs and the other aggrieved employees during employment in accordance with Labor Code section 204 constitutes unlawful and/or unfair activity prohibited by California Labor Code section 204.

Failure to Provide Complete and Accurate Wage Statements

142. Defendant's failure to provide complete and accurate wage statements to Plaintiffs and the other aggrieved employees in accordance with Labor Code section 226(a) constitutes unlawful and/or unfair activity prohibited by California Labor Code section 226(a).

Failure to Keep Complete and Accurate Payroll Records

143. Defendants' failure to keep complete and accurate payroll records relating to Plaintiffs and the other aggrieved employees in accordance with California Labor Code section 1174(d) constitutes unlawful and/or unfair activity prohibited by California Labor Code section 1174(d).

Failure to Reimburse Necessary Business-Related Expenses and Costs

144. Defendants' failure to reimburse Plaintiffs and the other aggrieved employees for necessary business-related expenses and costs in accordance with California Labor Code sections 2800 and 2802 and applicable IWC Wage Orders.

145. Pursuant to California Labor Code section 2699, Plaintiffs, individually, and on behalf of all aggrieved employees, requests and is entitled to recover from Defendants and each of them, all civil penalties against Defendants, and each of them, including but not limited to:

146. Penalties under California Labor Code section 2699 in the amount of a hundred dollars (\$100) for each aggrieved employee per pay period for the initial violation, and two hundred dollars (\$200) for each aggrieved employee per pay period for each subsequent violation;

147. Penalties under California Code of Regulations Title 8 section 11010, et seq. in the amount of fifty dollars (\$50) for each aggrieved employee per pay period for the initial violation, and one hundred dollars (\$100) for each aggrieved employee per pay period for each subsequent violation;

148. Penalties under California Labor Code section 210 in addition to, and entirely independent and apart from, any other penalty provided in the California Labor Code in the amount of a hundred dollars (\$100) for each aggrieved employee per pay period for the initial

violation, and two hundred dollars (\$200) for each aggrieved employee per pay period for each subsequent violation; and

149. Any and all additional penalties and sums as provided by the California Labor Code and/or other statutes.

150. Pursuant to California Labor Code section 2699(i), civil penalties recovered by aggrieved employees shall be distributed as follows: seventy-five percent (75%) to the Labor and Workforce Development Agency for the enforcement of labor laws and education of employers and employees about their rights and responsibilities and twenty-five percent (25%) to the aggrieved employees.

151. Further, Plaintiffs are entitled to seek and recover reasonable attorneys' fees and costs pursuant to California Labor Code sections 210, 218.5 and 2699 and any other applicable statute.

DEMAND FOR JURY TRIAL

Plaintiffs, individually, and on behalf of other members of the general public similarly situated, and on behalf of other aggrieved employees, requests a trial by jury.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs, individually, and on behalf of other members of the general public similarly situated, and on behalf of other aggrieved employees, prays for relief and judgment against Defendants, jointly and severally, as follows:

Class Certification

1. That the first through tenth causes of action be certified to proceed on basis on behalf of class members;

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

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

4. That Defendants provide to Class Counsel immediately the names and most current/last known contact information (address, e-mail and telephone numbers) of all class members.

///

As to the First Cause of Action

5. That the Court declare, adjudge and decree that Defendants violated California Labor Code sections 510 and 1198 and applicable IWC Wage Orders by willfully failing to pay all overtime wages due to Plaintiffs and the other class members;

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

7. For pre-judgment interest on any unpaid overtime compensation commencing from the date such amounts were due;

8. For reasonable attorneys' fees and costs of suit incurred herein pursuant to California Labor Code section 1194; and

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

As to the Second Cause of Action

10. That the Court declare, adjudge and decree that Defendants violated California Labor Code sections 226.7 and 512 and applicable IWC Wage Orders by willfully failing to provide all meal periods (including second meal periods) to Plaintiffs and the other class members;

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

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

13. For premium wages pursuant to California Labor Code section 226.7(c);

14. For pre-judgment interest on any unpaid wages from the date such amounts were due;

15. For reasonable attorneys' fees and costs of suit incurred herein; and

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

As to the Third Cause of Action

17. That the Court declare, adjudge and decree that Defendants violated California

1 Labor Code section 226.7 and applicable IWC Wage Orders by willfully failing to provide all
2 rest periods to Plaintiffs and the other class members;

3 18. That the Court make an award to Plaintiffs and the other class members of one
4 (1) hour of pay at each employee's regular rate of compensation for each workday that a rest
5 period was not provided;

6 19. For all actual, consequential, and incidental losses and damages, according to
7 proof;

8 20. For premium wages pursuant to California Labor Code section 226.7(c);

9 21. For pre-judgment interest on any unpaid wages from the date such amounts
10 were due; and

11 22. For such other and further relief as the Court may deem just and proper.

12 **As to the Fourth Cause of Action**

13 23. That the Court declare, adjudge and decree that Defendants violated California
14 Labor Code sections 1194, 1197, and 1197.1 by willfully failing to pay minimum wages to
15 Plaintiffs and the other class members;

16 24. For general unpaid wages and such general and special damages as may be
17 appropriate;

18 25. For statutory wage penalties pursuant to California Labor Code section 1197.1
19 for Plaintiffs and the other class members in the amount as may be established according to
20 proof at trial;

21 26. For pre-judgment interest on any unpaid compensation from the date such
22 amounts were due;

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

25 28. For liquidated damages pursuant to California Labor Code section 1194.2; and

26 29. For such other and further relief as the Court may deem just and proper.

27 **As to the Fifth Cause of Action**

28 30. That the Court declare, adjudge and decree that Defendants violated California

1 Labor Code sections 201, 202, and 203 by willfully failing to pay all compensation owed at the
2 time of termination of the employment of Plaintiffs and the other class members no longer
3 employed by Defendants;

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

6 32. For statutory wage penalties pursuant to California Labor Code section 203 for
7 Plaintiffs and the other class members who have left Defendants' employ;

8 33. For pre-judgment interest on any unpaid compensation from the date such
9 amounts were due; and

10 34. For such other and further relief as the Court may deem just and proper.

11 **As to the Sixth Cause of Action**

12 35. That the Court declare, adjudge and decree that Defendants violated California
13 Labor Code section 204 by willfully failing to pay all compensation owed at the time required
14 by California Labor Code section 204 to Plaintiffs and the other class members;

15 36. For all actual, consequential, and incidental losses and damages, according to
16 proof;

17 37. For pre-judgment interest on any unpaid compensation from the date such
18 amounts were due; and

19 38. For such other and further relief as the Court may deem just and proper.

20 **As to the Seventh Cause of Action**

21 39. That the Court declare, adjudge and decree that Defendants violated the record
22 keeping provisions of California Labor Code section 226(a) and applicable IWC Wage Orders
23 as to Plaintiffs and the other class members, and willfully failed to provide accurate itemized
24 wage statements thereto;

25 40. For actual, consequential and incidental losses and damages, according to proof;

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

27 42. For injunctive relief to ensure compliance with this section, pursuant to
28 California Labor Code section 226(h); and

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

As to the Eighth Cause of Action

44. That the Court declare, adjudge and decree that Defendants violated California Labor Code section 1174(d) by willfully failing to keep accurate and complete payroll records for Plaintiffs and the other class members as required by California Labor Code section 1174(d);

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

46. For statutory penalties pursuant to California Labor Code section 1174.5; and

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

As to the Ninth Cause of Action

48. That the Court declare, adjudge and decree that Defendants violated California Labor Code sections 2800 and 2802 by willfully failing to reimburse Plaintiffs and the other class members for all necessary business-related expenses as required by California Labor Code sections 2800 and 2802;

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

50. For the imposition of civil penalties and/or statutory penalties;

51. For reasonable attorneys' fees and costs of suit incurred herein; and

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

As to the Tenth Cause of Action

53. That the Court decree, adjudge and decree that Defendants violated California Business and Professions Code sections 17200, et seq. by failing to provide Plaintiffs and the other class members all overtime compensation due to them, failing to provide all meal and rest periods to Plaintiffs and the other class members, failing to pay at least minimum wages to Plaintiffs and the other class members, failing to pay Plaintiffs' and the other class members' wages timely as required by California Labor Code section 201, 202 and 204 and by violating California Labor Code sections 226(a), 1174(d), 2800 and 2802.

54. For restitution of unpaid wages to Plaintiffs and all the other class members and all pre-judgment interest from the day such amounts were due and payable;

55. For the appointment of a receiver to receive, manage and distribute any and all funds disgorged from Defendants and determined to have been wrongfully acquired by Defendants as a result of violation of California Business and Professions Code sections 17200, et seq.;

56. For reasonable attorneys' fees and costs of suit incurred herein pursuant to California Code of Civil Procedure section 1021.5;

57. For injunctive relief to ensure compliance with this section, pursuant to California Business and Professions Code sections 17200, et seq.; and

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

As to the Eleventh Cause of Action

59. For civil penalties and wages pursuant to California Labor Code sections 2699(a), (f) and (g) and 558 plus costs and attorneys' fees for violation of California Labor Code sections 201, 202, 203, 204, 226, 226.3, 226.7, 510, 512, 551, 552, 558, 1174, 1194, 1197, 1197.1, 1198, 2800 and 2802, and Industrial Welfare Commission Wage Orders; and

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

Dated: October 14, 2025

LAWYERS for JUSTICE, PC

By: 
Ryan Slinger
Attorneys for Plaintiff Steven Scott

PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

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 450 North Brand Blvd., Suite 900, Glendale, California 91203.

On October 14, 2025, I served the foregoing document(s) described as:

- **FIRST AMENDED CLASS ACTION COMPLAINT FOR DAMAGES & ENFORCEMENT UNDER THE PRIVATE ATTORNEYS GENERALACT, CALIFORNIA LABOR CODE 2698, ET SEQ.**

on interested parties in this action by Electronic Service as follows:

David Mara (dmara@maralawfirm.com)
Matthew Crawford (mcrawford@maralawfirm.com)

MARA LAW FIRM, PC
2650 Camino Del Rio North, Suite 302
San Diego, California 92108
Telephone: (619) 234-2833
Facsimile: (619) 234-4048

Attorneys for Plaintiff Victor August

Philip J. Azzara (pazzara@fisherphillips.com)
Fawn F. Bekam (fbekam@fisherphillips.com)
Zachary A. Princi (zprinci@fisherphillips.com)

FISHER & PHILLIPS LLP
2050 Main Street, Suite 1000
Irvine, California 92614
Telephone: (949) 851-2424
Facsimile: (949) 851-0152

Additional Emails: Brianna Huschke (bhuschke@fisherphillips.com);
Jennifer Gonzales (jgonzales@fisherphillips.com);
Sylvia Armienta (sarmienta@fisherphillips.com)

Attorneys for Defendants PERFORMANCE FOOD GROUP, INC. and CORE-MARK INTERNATIONAL, INC.

[X] BY E-MAIL

The above-referenced document was transmitted to the person(s) at the e-mail addresses listed herein at their most recent known e-mail address or e-mail of record in this action. I did not receive, within reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

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1 ///
2 ///

3 State of California, Labor & Workforce Development Agency Web URL:
4 <http://www.dir.ca.gov/Private-Attorneys-General-Act/Private-Attorneys-General-Act.html>

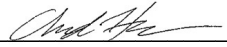
5 **[X] BY ONLINE SUBMISSION**

6 The foregoing documents were transmitted to the California Labor and Workforce
7 Development Agency through the online system established for the submission of notices
8 and documents, in conformity with California Labor Code section 2699(l). I did not
9 receive, within a reasonable time after the transmission, any electronic message or other
10 indication that the transmission was unsuccessful.

11 **[X] STATE**

12 I declare under penalty of perjury under the laws of the State of California that the above
13 is true and correct.

14 Executed on October 14, 2025, at Glendale, California.

15 

16 Andy Hernandez