Electronically FILED by Superior Court of California, County of Riverside on 11/02/2026 10:10 AM
Case Number CVRI2607272 0000188043491 - Jason B. Galkin, Executive Officer/Clerk of the Court By Lillian Balderrama, Clerk

Fawn F. Bekam (SBN 307312)
fawn@abramsonlabor.com
ABRAMSON LABOR GROUP
1700 W. Burbank Blvd.
Burbank, CA 91506
Telephone: (213) 493-6300
Facsimile: (213) 336-3704

Attorneys for Plaintiff Ricardo Sanchez, individually, and on behalf of all other Aggrieved Employees

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF RIVERSIDE

RICARDO SANCHEZ, individually, and on behalf of all other Aggrieved Employees,

Plaintiff,

v.

PECO PALLET, INC.; and DOES 1 through 50, inclusive,

Defendants.

Case No.: CVRI2607272

REPRESENTATIVE COMPLAINT FOR ENFORCEMENT OF THE PRIVATE ATTORNEYS GENERAL ACT OF 2004, LABOR CODE §§ 2698, *ET SEQ.*:

Plaintiff Ricardo Sanchez ("Plaintiff"), individually and on behalf of all other Aggrieved Employees, alleges as follows:

INTRODUCTION

1. Plaintiff brings this representative action against defendants PECO Pallet, Inc. and DOES 1 through 50, inclusive (collectively, "Defendants"), on Plaintiff's own behalf and on behalf of all other non-exempt or hourly-paid employees currently or formerly employed by Defendants in California at any time from August 26, 2025 to the present ("Aggrieved Employees").

2. Plaintiff is informed and believes, and thereon alleges, that Defendants have violated state wage and hour laws by, among other things:

(a) failing to pay all wages;

(b) failing to provide meal periods or pay meal period premiums;

(c) failing to authorize or permit rest periods or pay rest period premiums;

(d) failing to provide accurate itemized wage statements; and

(e) failing to pay all wages due during employment and upon separation of employment.

3. Plaintiff seeks monetary relief against Defendants on behalf of himself and all other Aggrieved Employees to recover, among other things, attorneys' fees, costs and expenses, and civil penalties pursuant to Labor Code §§ 201, 202, 203, 204, 210, 226, 226.7, 246, 432.5, 510, 512, 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1,1198, 2698, *et seq*., 2802.

JURISDICTION AND VENUE

4. The penalties and other legal and equitable relief sought by Plaintiff exceed the minimal jurisdictional limits of this Court and will be established according to proof at trial.

5. This Court has jurisdiction over this action pursuant to Article VI, § 10 of the California Constitution, 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.

6. This Court has jurisdiction over all Defendants because, upon information and belief, Defendants are citizens of California, have sufficient minimum contacts in California,

and/or otherwise intentionally avail themselves of the California market so as to render the exercise of jurisdiction over them by the California courts consistent with traditional notions of fair play and substantial justice.

7. Venue is proper in this court because Defendants maintain offices, have agents, employ individuals, and/or transact business in this county.

THE PARTIES

8. Plaintiff is a California citizen and was employed by Defendants in Riverside, California as a non-exempt driver from approximately October 2019 to approximately April 2026.

9. Defendants were and are subject to the Labor Code and IWC Wage Orders as employers whose employees were and are engaged to work throughout this county and the State of California.

10. Plaintiff is unaware of the true names or capacities of the Defendant sued herein under the fictious names DOES 1 through 50 but will amend the complaint and serve such fictitiously named Defendants once their names and capacities become known.

11. Plaintiff is informed and believes and thereon alleges that each and all of the acts and omissions alleged herein were performed by, or are attributable, to each Defendant acting as the agent, employee, alter ego, and/or joint venturer of, or working in concert with, each of the other co-Defendants and within the course and scope of such agency, employment, joint venture, or concerted activity with legal authority to act on the others' behalf.

12. Plaintiff is informed and believes and thereon alleges that during the relevant time period, DOES 1 through 50 were the employers of Plaintiff and the other Aggrieved Employees within the meaning of all applicable state laws and statutes. Plaintiff is informed and believes and thereon alleges that DOES 1 through 50 directly or indirectly controlled or affected the working conditions, working hours, and conditions of employment of Plaintiff and the other Aggrieved Employees so as to make each Defendant an employer liable under the statutory provision set forth herein.

13. Plaintiff is informed and believes and thereon alleges that DOES 1 through 50 had the authority to hire and terminate Plaintiff and the other Aggrieved Employees, to set work rules

and conditions governing Plaintiff and the other Aggrieved Employees' employment, and to supervise their daily employment activities.

14. Plaintiff is informed and believes and thereon alleges that DOES 1 through 50 exercise sufficient authority over the terms and conditions of Plaintiff's and the other Aggrieved Employees' employment for them to be joint employers of Plaintiff and the other Aggrieved Employees.

GENERAL ALLEGATIONS

15. During the relevant time period, Defendants employed Plaintiff and Aggrieved Employees as non-exempt employees throughout California at Defendants' California business location(s).

16. Throughout the statutory period, Defendants failed to pay Plaintiff and other Aggrieved Employees all wages earned for all hours worked. For example, Plaintiff worked 0.23 hours of double-time on December 4, 2025, which should have been paid at 2 times his hourly rate of $36.79. However, Defendants paid Plaintiff for this double-time at a rate of $8.4617. Additionally, Plaintiff and other Aggrieved Employees earned non-discretionary remuneration which Defendants failed to include in the regular rate of pay when Plaintiff and other Aggrieved Employees earned overtime or used sick pay. As a result, Defendants failed to pay Plaintiff and other Aggrieved Employees for all wages due in violation of Labor Code §§ 246, 510, 558, 1182.12, 1194, 1194.2, 1197, 1197.1, and 1198.

17. Throughout the statutory period, Defendants failed to provide Plaintiff and other Aggrieved Employees with 30-minute meal periods for every 5 hours worked as required by Labor Code § 512. Plaintiff and other Aggrieved Employees frequently worked shifts over five hours and did not receive lawful meal periods because they were discouraged from taking meal periods, were interrupted during their meal periods, were required to remain on call during meal periods, and/or were not scheduled to be relieved at the appropriate intervals to receive all lawful meal periods, among other reasons. Defendants failed to pay Plaintiff and other Aggrieved Employees an additional hour of pay at their regular rate of pay when they suffered a meal period violation. As a

///

result, Defendants failed to provide meal periods and pay meal period premiums in violation of Labor Code §§ 226.7 and 512.

18. Throughout the statutory period, Defendants failed to authorize and permit Plaintiff and other Aggrieved Employees to take 10-minute rest periods for every 4 hours worked or major fraction thereof. Plaintiff and other Aggrieved Employees were required and/or incentivized to work through their rest periods, discouraged from taking their rest periods, required to remain on call during their rest periods, and/or were not relieved of all duties in order to take all rest periods. Defendants failed to pay Plaintiff and other Aggrieved Employees an additional hour of pay at their regular rate of pay when they suffered a rest period violation. As a result, Defendants failed to permit rest periods and pay rest period premiums in violation of Labor Code § 226.7.

19. Throughout the statutory period, Defendants failed to reimburse necessary business expenditures in violation of Labor Code § 2802. Specifically, Defendants required Plaintiff and other Aggrieved Employees to clock in and out using their personal cell phones but failed to sufficiently reimburse Plaintiff and other Aggrieved Employees for this use.

20. Due to Defendants' wage, meal period, and rest period violations as alleged above, Defendants failed to provide Plaintiff and other Aggrieved Employees with accurate, itemized wage statements that accurately reported gross wages earned, total hours worked, net wages earned, and all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate in violation of Labor Code § 226. This failure was knowing and intentional.

21. Due to Defendants' wage, meal period, and rest period violations as alleged above, Defendants failed to maintain accurate and complete records showing the hours worked each day by Plaintiff and other Aggrieved Employees in violation of Labor Code §§ 1174 and 1174.5.

22. Defendants required Plaintiff and other Aggrieved Employees to sign unlawful non-compete and non-solicitation clauses. Covenants not to compete are ostensibly void under California law, absent statutory exceptions not applicable here. Cal. Bus. & Prof. Code §§ 16600, *et seq.*; *AMN Healthcare, Inc. v. Aya Healthcare Services, Inc.*, 28 Cal.App.5th 923, 935 (2018). The clauses prevented Plaintiff and other Aggrieved Employees from rendering services to former

customers while using confidential information. Confidential information was broadly defined to include, *inter alia*, customer names and employee wage information. Given the broad list of confidential information, these clauses would be triggered practically any time an employee serviced a former customer. These clauses impermissibly restrained Plaintiff's and other Aggrieved Employees' ability to solicit or render services to Defendants' customers, in violation of Business and Professions Code § 16600. These clauses also prohibited Plaintiff and other Aggrieved Employees from disclosing the amount of their wages in violation of Labor Code § 232. Thus, the confidentiality agreements Defendants required Plaintiff and other Aggrieved Employees to sign violated Labor Code § 432.5.

23. During the relevant time period, Defendants knew they had a duty to compensate Plaintiff and Aggrieved Employees, and Defendants had the financial ability to pay such compensation but willfully, knowingly, and/or intentionally failed to do so in order to increase Defendants' profits.

24. Therefore, Plaintiff brings this lawsuit against Defendants on Plaintiff's own behalf and on behalf of all Aggrieved Employees to recover, among other things, attorneys' fees, civil penalties, costs, and expenses.

FIRST CAUSE OF ACTION

ENFORCEMENT OF LABOR CODE §§ 2698, *ET SEQ.*

(Private Attorneys General Act of 2004)

25. Plaintiff hereby re-alleges and incorporates by reference all paragraphs above as though fully set forth herein.

26. Labor Code § 2699(a) provides that notwithstanding any other provision of law, any provision of this code that provides for a civil penalty to be assessed and collected by the Labor and Workforce Development Agency or any of its departments, divisions, commissions, boards, agencies, or employees, for a violation of this code, may, as an alternative, be recovered through a civil action brought by an aggrieved employee on behalf of himself or herself and other current or former employees against whom a violation of the same code provision was committed pursuant to the procedures specified in Section 2699.3.

27. Labor Code § 2699(m) provides that civil penalties recovered by Aggrieved Employees shall be distributed as follows: 65% to the Labor and Workforce Development Agency for enforcement of labor laws, including the administration of this part, and for education of employers and employees about their rights and responsibilities under this code, to be continuously appropriated to supplement and not supplant the funding to the agency for those purposes; and 35% to the Aggrieved Employees.

28. Plaintiff and all other non-exempt or hourly-paid employees currently or formerly employed by Defendants in California at any time from August 26, 2025 to the present are "Aggrieved Employees" as defined in Labor Code § 2699(c).

29. Defendants' conduct, as alleged herein, violates numerous Labor Code sections, including the following:

(a) Failing to pay wages to Plaintiff and other Aggrieved Employees at the correct rate in violation of Labor Code §§ 246, 510, 558, 1194, 1194.2, 1197, 1197.1, and 1198;

(b) Failing to provide compliant meal periods without paying Plaintiff and other Aggrieved Employees meal period premiums for each day that lawful meal periods were not provided in violation of Labor Code §§ 226.7 and 512;

(c) Failing to authorize and permit compliant rest breaks without paying Plaintiff and other Aggrieved Employees rest period premiums for each day that lawful rest periods were not authorized or permitted in violation of Labor Code § 226.7;

(d) Failing to indemnify necessary expenditures in violation of Labor Code § 2802;

(e) Failing to provide accurate itemized wage statements in violation of Labor Code § 226;

(f) Failing to timely pay all wages due during Plaintiff's and other Aggrieved Employees' employment and at the end of their employment in violation of Labor Code §§ 201, 201.3, 202, 203, 204, and 210;

(g) Failing to maintain accurate and complete records showing the hours worked each day by Plaintiff and other Aggrieved Employees in violation of Labor Code §§ 1174 and 1174.5; and

(h) Requiring Plaintiff and other Aggrieved Employees to sign unlawful non-compete and non-solicitation clauses in violation of Labor Code §432.5.

30. Plaintiff personally suffered each of the Labor Code violations alleged in this lawsuit within the one-year period prior to his PAGA notice.

31. Plaintiff has exhausted the administrative requirements provided in Labor Code § 2699.3 as to Defendants and is therefore able to pursue a claim for penalties on Plaintiff's own behalf and on behalf of all other Aggrieved Employees under PAGA.

32. Plaintiff is entitled to recover civil penalties pursuant to Labor Code §§ 210, 558, 1174.5, 1197.1, 2699, 2699.3, and 2699.5 for the Labor Code violations alleged herein.

33. Plaintiff is entitled to recover attorneys' fees pursuant to Labor Code §§ 210, 218.5, and 2699(k)(1).

PRAYER FOR RELIEF

On Plaintiff's own behalf and on behalf of all other Aggrieved Employees, Plaintiff prays for relief and judgment against Defendants, jointly and severally, as follows:

1. For civil penalties pursuant to PAGA;

2. For injunctive relief;

3. For reasonable attorneys' fees and costs of suit and interest, pursuant to Labor Code §§ 210, 218.5, 248.5, and 2699(k)(1); and

4. For such other relief as the Court deems just and proper.

Dated: November 2, 2026

ABRAMSON LABOR GROUP

By: _____
Fawn F. Bekam
Attorneys for Plaintiff Ricardo Sanchez