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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF KERN

STATE OF CALIFORNIA ex rel.
PABLO CAMPOS HERNANDEZ, as
Private Attorney General,

Plaintiff,

v.

PERFORMANCE FOODSERVICE;
PERFORMANCE FOOD GROUP, INC.;
and DOES 1-25, inclusive,

Defendants.

Case No. BCV-22-100592

Assigned for All Purposes to:

**COMPLAINT FOR CIVIL PENALTIES
UNDER THE PRIVATE ATTORNEYS
GENERAL ACT OF 2004**

Trial Date: None

Complaint filed:

COMES NOW Plaintiff STATE OF CALIFORNIA ex rel. PABLO CAMPOS
HERNANDEZ as Private Attorney General ("Plaintiff"), who asserts claims against
PERFORMANCE FOODSERVICE, PERFORMANCE FOOD GROUP, INC., and DOES 1-25,
inclusive (collectively "Defendants" or "Employer" or "PFG") as follows:

INTRODUCTION

1. Plaintiff brings this action under the Labor Code Private Attorneys General Act of
2004 ("PAGA"), Labor Code sections 2698, *et seq.*, on behalf of himself, approximately 250
similarly situated current and former aggrieved employees employed by Employer as delivery
drivers throughout the State of California from January 5, 2021, through the conclusion of the

forthcoming legal action (“Statutory Period”), and the People of the State of California (collectively “Employees”).

2. PAGA, specifically Section 2699, subdivision (a) of the California Labor Code, permits an aggrieved employee to recover civil penalties set forth within the California Labor Code for violations of the California Labor Code. In addition, Section 2699(f) establishes civil penalties for violations of California Labor Code provisions that do not contain their own civil penalties. Employees bring this civil action to recover civil penalties for the violations identified below, including civil penalties pursuant to Section 2699, subdivision (f) as well as those civil penalties specifically set forth within the text of the California Labor Code. Those civil penalties are sought for violations committed against Employees of Employer.

3. Plaintiff has exhausted or will exhaust all applicable administrative procedures with the California Labor and Workforce Development Agency (“LWDA”) providing notice of his intent to bring a private attorneys general action for recovery of penalties under the PAGA. To the extent any violations were curable, Employer failed to cure within the time prescribed by law.

JURISDICTION AND VENUE

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

5. Venue is proper in this Court because this action arises from work performed in Kern County.

PARTIES

6. For all times relevant herein, PABLO CAMPOS HERNANDEZ was an adult individual residing in the State of California. Mr. Campos is not suing in his individual capacity; he is proceeding herein solely under the PAGA, on behalf of the State of California for all aggrieved employees, including himself and other aggrieved employees.

7. For all times relevant herein, Plaintiff is informed and believes, and on that basis alleges, that Defendant PERFORMANCE FOODSERVICE was and is a business entity doing business and employing Employees in Kern County, California.

1 8. For all times relevant herein, Plaintiff is informed and believes, and on that basis
2 alleges, that Defendant PERFORMANCE FOOD GROUP, INC. was and is a business entity
3 doing business and employing Employees in Kern County, California.

4 9. Whenever in this Complaint reference is made to any act, deed, or conduct of
5 Defendants, the allegation means that Defendants engaged in the act, deed, or conduct by or
6 through one or more of its agents, employees, or representatives, who was actively engaged in the
7 management, direction, control, or transaction of the business and affairs of Defendants.

8 10. Plaintiff is ignorant of the true names and capacities, whether individual, corporate,
9 associate, or otherwise, of the defendants sued herein as Does 1 through 25, inclusive, and
10 therefore sues said defendants (the "Doe Defendants") by such fictitious names. Plaintiff will
11 amend this Complaint to insert the true names and capacities of the Doe Defendants at such time
12 as the identities of the Doe Defendants are ascertained.

13 11. Plaintiff is informed and believes, and based thereon alleges, that the Doe
14 Defendants are the partners, agents, or principals and co-conspirators of Defendants, and of each
15 other; that Defendants and the Doe Defendants performed the acts and conduct herein alleged
16 directly, aided and abetted the performance thereof, or knowingly acquiesced in, ratified, and
17 accepted the benefits of such acts and conduct, and therefore each of the Doe Defendants is liable
18 to the extent of the liability of Defendants as alleged herein.

19 12. Plaintiff is further informed and believe, and thereon allege, that at all times herein
20 material, each Defendant was completely dominated and controlled by its co-Defendant(s) and
21 each was the alter ego of the other. Whenever and wherever reference is made in this Complaint to
22 any conduct by Defendants, or any of them, such allegations and references shall also be deemed
23 to mean the conduct of each of the Defendants, acting individually, jointly, and severally.
24 Whenever and wherever reference is made to individuals who are not named as defendants in this
25 Complaint, but were employees and/or agents of Defendants, such individuals at all relevant times
26 acted on behalf of Defendants named in this Complaint within the scope of their respective
27 employment or agency with Defendants.

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FACTS COMMON TO ALL CAUSES OF ACTION

13. On or about October 28, 2019, Pablo Campos Hernandez began working for Defendants as a California-based delivery driver. Mr. Campos' last day of employment was on or about April 13, 2021.

14. PFG operated under the legally mistaken belief that, because it was exempt from California overtime pay and meal/rest laws, it was legal to work its drivers to the point of exhaustion (occasionally over 20-hour days) without legal consequences. PFG's excessive work demands created a working environment that was unsafe for drivers and needlessly exposed them to increased risk of accidents and injuries. OSHA has "issued citations to companies when they ignored the human factor of employee fatigue from excessive overtime." See U.S. Occupational Safety and Health Administration Letter of Interpretation dated July 12, 2016, available at <https://www.osha.gov/laws-regs/standardinterpretations/2016-07-12>. Penalties are, likewise, appropriate here.

15. Expectations were so extreme that drivers were regularly required to perform driving and loading duties during meal periods, which were supposedly "off duty." PFG failed to pay for this time, although it had reason to believe drivers drove and performed loading and unloading duties during these times.

16. Even when drivers were not performing driving or loading duties, PFG required its drivers to perform other incidental duties and retained control over them, even during their meal periods. Drivers were permitted to pull over and turn off the truck during their meal periods, during which drivers clocked out, but PFG continually required drivers to observe their trucks at all times. Drivers could, therefore, sit in a restaurant, but could not keep their eyes off PFG's trucks and products. Sales representatives would also regularly interrupt drivers' meals with work calls, without paying for this time. Despite drivers remaining on-duty during their meals, PFG deducted this time from drivers' pay in violation of applicable minimum wage laws.

17. PFG also maintains its payroll data in a manner that deprives its drivers of access to information they have a right to receive, including records of all deductions from wages (§ 226(a)(4)), records of net wages earned (§ 226(a)(4)), the name and address of the legal entity that

1 is the employer (§ 226(a)(8)), and all applicable hourly rates in effect during each pay period and
2 the corresponding number of hours worked at each hourly rate (§ 226(a)(9)). The wage statement
3 and payroll information made available to the drivers upon request was limited to the following
4 fields of data, which for example was provided to Mr. Campos upon request:

Empl ID	Last Name	First Na	EE Status	Check Date	Pay Period Begi	Pay Period End	Earnings Cc	Earnings Descript	Hours	Earnings	Location Co	Job Title
358239	Campos-Hernandez	Pablo	Active	11/15/2019	10/27/2019	11/09/2019	REG	Regular	91.43	2441.18	1013	Driver, Hourly CDL-A

6 18. PFG violates its drivers rights by denying its drivers access to all of the records
7 required to be provided to employees upon request as provided by law. PFG fails to afford current
8 and former employees the right to inspect or receive a copy of all of the data required to be kept
9 under Section 226.

10 19. PFG also violated its drivers rights under Labor Code section 1198 by denying
11 them access to their daily time records. Under the applicable IWC Wage Order, “Time records
12 showing when the employee begins and ends each work period. Meal periods, split shift intervals
13 and total daily hours worked shall also be recorded. Meal periods during which operations cease
14 and authorized rest periods need not be recorded.” “An employee’s records shall be available for
15 inspection by the employee upon reasonable request.” PFG violated drivers’ rights by denying
16 them access to inspect their time records.

17 **FIRST COUNT**

18 **Failure to Establish, Implement, and Maintain Effective Injury Prevention Program**

19 **(By Plaintiff against All Defendants)**

20 20. Plaintiff incorporates by reference and realleges each and every allegation
21 contained above, as though fully set forth herein.

22 21. “Every employer shall establish, implement, and maintain an effective injury
23 prevention program. The program shall be written, except as provided in subdivision (e), and shall
24 include, but not be limited to, the following elements: (1) Identification of the person or persons
25 responsible for implementing the program. (2) The employer’s system for identifying and
26 evaluating workplace hazards, including scheduled periodic inspections to identify unsafe
27 conditions and work practices. (3) The employer’s methods and procedures for correcting unsafe
28 or unhealthy conditions and work practices in a timely manner. (4) An occupational health and

1 safety training program designed to instruct employees in general safe and healthy work practices
2 and to provide specific instruction with respect to hazards specific to each employee's job
3 assignment. (5) The employer's system for communicating with employees on occupational health
4 and safety matters, including provisions designed to encourage employees to inform the employer
5 of hazards at the worksite without fear of reprisal. (6) The employer's system for ensuring that
6 employees comply with safe and healthy work practices, which may include disciplinary action."
7 Lab. Code, 6401.7, subd. (a). "The employer shall correct unsafe and unhealthy conditions and
8 work practices in a timely manner based on the severity of the hazard." Lab. Code, 6401.7, subd.
9 (b).

10 22. "The employer shall train all employees when the training program is first
11 established, all new employees, and all employees given a new job assignment, and shall train
12 employees whenever new substances, processes, procedures, or equipment are introduced to the
13 workplace and represent a new hazard, and whenever the employer receives notification of a new
14 or previously unrecognized hazard." Lab. Code, 6401.7, subd. (c). "The employer shall keep
15 appropriate records of steps taken to implement and maintain the program." Lab. Code, 6401.7,
16 subd. (d). The standards board shall adopt a standard setting forth the employer's duties under this
17 section...." Lab. Code, 6401.7, subd. (e)(1).

18 23. To substantially comply with Section 6401.7, the employer must provide
19 adequate "meetings, training programs, posting, written communications, a system of anonymous
20 notification by employees about hazards, labor/management safety and health committees, or any
21 other means that ensures communication with employees." Cal. Code Regs., tit. 8, § 3203, subd.
22 (a)(3).

23 24. "Records of the steps taken to implement and maintain the Program shall include:
24 (1) Records of scheduled and periodic inspections required by subsection (a)(4) [of § 3203] to
25 identify unsafe conditions and work practices, including person(s) conducting the inspection, the
26 unsafe conditions and work practices that have been identified and action taken to correct the
27 identified unsafe conditions and work practices. These records shall be maintained for at least one
28 (1) year; and ... (2) Documentation of safety and health training required by subsection (a)(7) for

each employee, including employee name or other identifier, training dates, type(s) of training, and training providers. This documentation shall be maintained for at least one (1) year.” Cal. Code Regs., tit. 8, § 3203, subd. (b).

25. Throughout the Statutory Period, Employer subjected all Employees, including Mr. Compos, to working conditions that exposed them to hazards from the lack of a legally mandated compliant injury prevention program, specifically one designed to properly mitigate the risk of accidents due to driver fatigue and excessive overtime. Employer was subject to all of the foregoing requirements with regard to all of its operations. Employer failed to establish, implement, and maintain an effective injury prevention program. Employer failed to perform periodic inspections to identify unsafe conditions and work practices, and failed to provide occupational health and safety training designed to instruct Employees in general safe and healthy work practices and to provide specific instruction with respect to hazards specific to each Employee's job assignment with respect to driver fatigue and excessive overtime.

26. Employer is subject to civil penalties as provided by law.

SECOND COUNT

Permitting Unsafe Work and Failure to Provide Safe Workplace, Practices, and Processes

(By Plaintiff against All Defendants)

27. Plaintiff incorporates by reference and realleges each and every allegation contained above, as though fully set forth herein.

28. By committing the acts and omissions described above throughout the Statutory Period, Employer also violated Labor Code, §§ 6400, 6401, 6402, 6403, 6404 by requiring and permitting unsafe work, and failing to provide safe workplaces, practices, and processes to its Employees, including Mr. Campos.

29. Employer is subject to additional civil penalties as provided by law.

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1 **THIRD COUNT**

2 **Failure to Pay Minimum Wages Owed**

3 **(By Plaintiff against All Defendants)**

4 30. Plaintiff incorporates by reference and realleges each and every allegation
5 contained above, as though fully set forth herein.

6 31. Section 1197 provides that “[t]he minimum wage for employees fixed by the
7 commission or by any applicable state or local law, is the minimum wage to be paid to employees,
8 and the payment of a lower wage than the minimum so fixed is unlawful.” “[O]n and after
9 January 1, 2016, the minimum wage for all industries shall be not less than ten dollars (\$10) per
10 hour.” Cal. Lab. Code, § 1182.12, subd. (a). “[T]he minimum wage for all industries shall not be
11 less than the amounts set forth in this subdivision (1) For any employer who employs 26 or
12 more employees, the minimum wage shall be as follows: (A) From January 1, 2017, to December
13 31, 2017, inclusive,—ten dollars and fifty cents (\$10.50) per hour. (B) From January 1, 2018, to
14 December 31, 2018, inclusive,—eleven dollars (\$11) per hour. (C) From January 1, 2019, to
15 December 31, 2019, inclusive,—twelve dollars (\$12) per hour. (D) From January 1, 2020, to
16 December 31, 2020, inclusive,—thirteen dollars (\$13) per hour.” Cal. Lab. Code, § 1182.12,
17 subd. (b).

18 32. Pursuant to Section 1197.1, “(a) Any employer or other person acting either
19 individually or as an officer, agent, or employee of another person, who pays or causes to be paid
20 to any employee a wage less than the minimum fixed by an applicable state or local law, or by an
21 order of the commission shall be subject to a civil penalty, restitution of wages, liquidated
22 damages payable to the employee, and any applicable penalties imposed pursuant to Section 203
23 as follows: (1) For any initial violation that is intentionally committed, one hundred dollars (\$100)
24 for each underpaid employee for each pay period for which the employee is underpaid. This
25 amount shall be in addition to an amount sufficient to recover underpaid wages, liquidated
26 damages pursuant to Section 1194.2, and any applicable penalties imposed pursuant to Section
27 203. (2) For each subsequent violation for the same specific offense, two hundred fifty dollars
28 (\$250) for each underpaid employee for each pay period for which the employee is underpaid

1 regardless of whether the initial violation is intentionally committed. This amount shall be in
2 addition to an amount sufficient to recover underpaid wages, liquidated damages pursuant to
3 Section 1194.2, and any applicable penalties imposed pursuant to Section 203.”

4 33. Throughout the Statutory Period, Employer failed to pay Employees at least
5 minimum wage for all time worked, which must be paid at a rate of not less than minimum wage
6 pursuant to California law. Employer paid zero dollars for time worked by Employees during
7 their meal periods. Consequently, Employer violated the foregoing minimum wage laws.

8 **FOURTH COUNT**

9 **Untimely Payment of Wages**

10 **(By Plaintiff against All Defendants)**

11 34. Plaintiff incorporates by reference and realleges each and every allegation
12 contained above, as though fully set forth herein.

13 35. Generally, “[a]ll wages, other than those mentioned in Section 201, 201.3, 202,
14 204.1, or 204.2, earned by any person in any employment are due and payable twice during each
15 calendar month, on days designated in advance by the employer as the regular paydays. Labor
16 performed between the 1st and 15th days, inclusive, of any calendar month shall be paid for
17 between the 16th and the 26th day of the month during which the labor was performed, and labor
18 performed between the 16th and the last day, inclusive, of any calendar month, shall be paid for
19 between the 1st and 10th day of the following month.” Cal. Lab. Code, § 204, subd. (a).

20 36. “In addition to, and entirely independent and apart from, any other penalty
21 provided in this article, every person who fails to pay the wages of each employee as provided in
22 Sections 201.3, 204, 204b, 204.1, 204.2, 204.11, 205, 205.5, and 1197.5, shall be subject to a
23 penalty as follows: (1) For any initial violation, one hundred dollars (\$100) for each failure to pay
24 each employee. (2) For each subsequent violation, or any willful or intentional violation, two
25 hundred dollars (\$200) for each failure to pay each employee, plus 25 percent of the amount
26 unlawfully withheld. Cal. Lab. Code, § 210, subd. (a).

27 37. Throughout the Statutory Period, Employer failed to timely pay Employees for all
28 minimum wages earned as required by law.

1 **FIFTH COUNT**

2 **Failure to Issue and Keep/Produce Compliant Records of Wage Statements**

3 **(By Plaintiff against All Defendants)**

4 38. Plaintiff incorporates by reference and realleges each and every allegation
5 contained above, as though fully set forth herein.

6 39. California Labor Code section 226, subdivision (a) mandates that employers issue
7 accurate itemized statements semimonthly or at the time of each payment of wages, and that “a
8 copy of the statement and the record of the deductions shall be kept on file by the employer for at
9 least three years at the place of employment or at a central location within the State of California.
10 For purposes of this subdivision, ‘copy’ includes a duplicate of the itemized statement provided to
11 an employee or a computer-generated record that accurately shows all of the information required
12 by this subdivision.”

13 40. “An employer, semimonthly or at the time of each payment of wages, shall
14 furnish to his or her employee, either as a detachable part of the check, draft, or voucher paying
15 the employee’s wages, or separately if wages are paid by personal check or cash, an accurate
16 itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the
17 employee, except as provided in subdivision (j), (3) the number of piece-rate units earned and any
18 applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that
19 all deductions made on written orders of the employee may be aggregated and shown as one item,
20 (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the
21 name of the employee and only the last four digits of his or her social security number or an
22 employee identification number other than a social security number, (8) the name and address of
23 the legal entity that is the employer and, if the employer is a farm labor contractor, as defined in
24 subdivision (b) of Section 1682, the name and address of the legal entity that secured the services
25 of the employer, and (9) all applicable hourly rates in effect during the pay period and the
26 corresponding number of hours worked at each hourly rate by the employee....” Cal. Lab. Code, §
27 226, subd. (a).
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1 41. “An employer that is required by this code or any regulation adopted pursuant to
2 this code to keep the information required by subdivision (a) shall afford current and former
3 employees the right to inspect or copy records pertaining to their employment, upon reasonable
4 request to the employer.” Cal. Lab. Code, § 226, subd. (b). “An employer who receives a written
5 or oral request to inspect or copy records pursuant to subdivision (b) pertaining to a current or
6 former employee shall comply with the request as soon as practicable, but no later than 21
7 calendar days from the date of the request.” Cal. Lab. Code, § 226, subd. (c).

8 42. “Any employer who violates subdivision (a) of Section 226 shall be subject to a
9 civil penalty in the amount of two hundred fifty dollars (\$250) per employee per violation in an
10 initial citation and one thousand dollars (\$1,000) per employee for each violation in a subsequent
11 citation, for which the employer fails to provide the employee a wage deduction statement or fails
12 to keep the records required in subdivision (a) of Section 226. The civil penalties provided for in
13 this section are in addition to any other penalty provided by law.” Cal. Lab. Code, § 226.3. An
14 employer who violates subdivisions (b) or (c) of Section 226 is also subject to additional civil
15 penalties under Section 2699(f).

16 43. Throughout the Statutory Period, Employer violated subdivisions (a), (b), and (c)
17 of Section 226 by failing to issue, maintain, or produce upon Employees’ request either a duplicate
18 of the itemized statements provided to Employees or a computer-generated record that accurately
19 shows all of the required information.

20 44. Employer maintains its payroll data in a manner that deprives Employees of
21 access to information they have a right to receive, including records of all deductions from wages
22 (§ 226(a)(4)), records of net wages earned (§ 226(a)(4)), the name and address of the legal entity
23 that is the employer (§ 226(a)(8)), and all applicable hourly rates in effect during each pay period
24 and the corresponding number of hours worked at each hourly rate (§ 226(a)(9). The wage
25 statement and payroll information made available to Employees upon request was limited to the
26 following fields of data, which for example was provided to Mr. Campos upon request:

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Empl ID	Last Name	First Na	EE Status	Check Date	Pay Period Begi	Pay Period End	Earnings Cc	Earnings Descript	Hours	Earnings	Location Cc	Job Title
358239	Campos-Hernandez	Pablo	Active	11/15/2019	10/27/2019	11/09/2019	REG	Regular	91.43	2441.18	1013	Driver, Hourly CDL-A

45. Employer violates its Employees' rights by denying them access to all of the records required to be provided to Employees upon request as provided by law. Employer fails to afford current and former Employees the right to inspect or receive a copy of all of the data required to be kept under Section 226.

SIXTH COUNT

Failure to Pay Wages at Termination

(By Plaintiff against All Defendants)

46. Plaintiff incorporates by reference and realleges each and every allegation contained above, as though fully set forth herein.

47. “If an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately.” Cal. Lab. Code, § 201, subd. (a).

48. “If an employee not having a written contract for a definite period quits his or her employment, his or her wages shall become due and payable not later than 72 hours thereafter, unless the employee has given 72 hours previous 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.” Cal. Lab. Code, § 202, subd. (a).

49. “If an employer willfully fails to pay, without abatement or reduction, in accordance with Sections 201, 201.3, 201.5, 201.9, 202, and 205.5, any wages of an employee who is discharged or who quits, the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until an action therefor is commenced; but the wages shall not continue for more than 30 days. An employee who secretes or absents himself or herself to avoid payment to him or her, or who refuses to receive the payment when fully tendered to him or her, including any penalty then accrued under this section, is not entitled to any benefit under this section for the time during which he or she so avoids payment.” Cal. Lab. Code, § 203, subd. (a).

50. Throughout the Statutory Period, Employer failed to pay Employees minimum wages earned. These wages were owed and due to Employees at the time of their termination or within 72 hours of resignation. Employer did not provide full payment of these wages to

1 Employees at the time of termination or within 72 hours of resignation. Employer's failure to
2 timely pay these wages at the time of separation, and failure to pay Employees' continued wages
3 for the 30-day period thereafter, constitutes a violation of Sections 201, 202, and 203.

4 **SEVENTH COUNT**

5 **Failure to Provide Time Records**

6 **(By Plaintiff against All Defendants)**

7 51. Plaintiff incorporates by reference and realleges each and every allegation
8 contained above, as though fully set forth herein.

9 52. "The maximum hours of work and the standard conditions of labor fixed by the
10 commission shall be the maximum hours of work and the standard conditions of labor for
11 employees. The employment of any employee for longer hours than those fixed by the order or
12 under conditions of labor prohibited by the order is unlawful." Lab. Code, § 1198.

13 53. Throughout the Statutory Period, Employer violated Employees rights under
14 Labor Code section 1198 by denying them access to their daily time records, maintaining the
15 position that Employees are not entitled to review such records or receive a copy of same. Under
16 the applicable IWC Wage Order, "Time records showing when the employee begins and ends each
17 work period. Meal periods, split shift intervals and total daily hours worked shall also be recorded.
18 Meal periods during which operations cease and authorized rest periods need not be recorded."
19 "An employee's records shall be available for inspection by the employee upon reasonable
20 request." Employer violated Employees' rights by denying them access to inspect their time
21 records.

22 **PRAYER**

23 WHEREFORE, Plaintiff and Employees pray for judgment against Defendants, as follows:

24 1. For civil penalties pursuant to Labor Code sections 2698, *et seq.* in an amount to
25 be ascertained at trial exceeding \$25,000.

26 2. For reasonable costs and attorneys' fees; and

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

DATED: March 14, 2022

WORKWORLD LAW CORP.
A Professional Corporation

By: 
RUBEN ESCOBEDO
Attorneys for PABLO CAMPOS
HERNÁNDEZ
as Private Attorney General