

**SUMMONS**  
**(CITACION JUDICIAL)**

FOR COURT USE ONLY  
(SOLO PARA USO DE LA CORTE)

**NOTICE TO DEFENDANT:**  
**(AVISO AL DEMANDADO):**

AMERISOURCEBERGEN DRUG CORPORATION, a Delaware corporation;  
"Additional Parties Attachment form is attached."

**YOU ARE BEING SUED BY PLAINTIFF:**  
**(LO ESTÁ DEMANDANDO EL DEMANDANTE):**

CARLOS PULIDO, an individual, on behalf of Plaintiff, and on behalf of all persons similarly situated,

NOTICE! You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below.

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center ([www.courtinfo.ca.gov/selfhelp](http://www.courtinfo.ca.gov/selfhelp)), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site ([www.lawhelpcalifornia.org](http://www.lawhelpcalifornia.org)), the California Courts Online Self-Help Center ([www.courtinfo.ca.gov/selfhelp](http://www.courtinfo.ca.gov/selfhelp)), or by contacting your local court or county bar association. **NOTE:** The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case. **¡AVISO!** Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación.

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California ([www.sucorte.ca.gov](http://www.sucorte.ca.gov)), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, ([www.lawhelpcalifornia.org](http://www.lawhelpcalifornia.org)), en el Centro de Ayuda de las Cortes de California, ([www.sucorte.ca.gov](http://www.sucorte.ca.gov)) o poniéndose en contacto con la corte o el colegio de abogados locales. AVISO: Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de \$10,000 ó más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desechar el caso.

The name and address of the court is:  
*(El nombre y dirección de la corte es):* Riverside Superior Court  
Riverside Historic Courthouse - 4050 Main Street Riverside, CA 92501

CASE NUMBER:  
*(Número del Caso):* CVRI2602511

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:  
*(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):*  
Shani O. Zakay, Esq.; Zakay Law Group, APLC - 3110 Camino Del Rio S, Suite 308, San Diego, CA 92108; T:(619) 255-9047

DATE: 4/24/2026 Clerk, by M. BANUELOS, Deputy  
*(Fecha)* *(Secretario)* *(Adjunto)*

*(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)*  
*(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010)).*



**NOTICE TO THE PERSON SERVED:** You are served

- as an individual defendant.
- as the person sued under the fictitious name of *(specify)*:
- on behalf of *(specify)*:  
under:  CCP 416.10 (corporation)  CCP 416.60 (minor)  
 CCP 416.20 (defunct corporation)  CCP 416.70 (conservatee)  
 CCP 416.40 (association or partnership)  CCP 416.90 (authorized person)  
 other *(specify)*:
- by personal delivery on *(date)*:

SHORT TITLE: Pulido v. AmerisourceBergen Drug Corporation, et al.	CASE NUMBER: CVRI 2602511
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**INSTRUCTIONS FOR USE**

- This form may be used as an attachment to any summons if space does not permit the listing of all parties on the summons.
- If this attachment is used, insert the following statement in the plaintiff or defendant box on the summons: "Additional Parties Attachment form is attached."

**List additional parties** (Check only one box. Use a separate page for each type of party.):

Plaintiff
  Defendant
  Cross-Complainant
  Cross-Defendant

CENCORA, INC., a Delaware corporation; AMERISOURCEBERGEN SERVICES CORPORATION, a Delaware corporation; AMERISOURCEBERGEN SPECIALTY GROUP, LLC, a Delaware limited liability company; and DOES 1-50, Inclusive,

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Attorneys for PLAINTIFF

**SUPERIOR COURT OF THE STATE OF CALIFORNIA**

**IN AND FOR THE COUNTY OF RIVERSIDE**

CARLOS PULIDO, an individual, on behalf of Plaintiff, and on behalf of all persons similarly situated,

Plaintiff,

v.

AMERISOURCEBERGEN DRUG CORPORATION, a Delaware corporation;  
CENCORA, INC., a Delaware corporation;  
AMERISOURCEBERGEN SERVICES CORPORATION, a Delaware corporation;  
AMERISOURCEBERGEN SPECIALTY GROUP, LLC, a Delaware limited liability company; and DOES 1-50, Inclusive,

Defendants.

Case No.: CVRI2602511

**CLASS ACTION COMPLAINT FOR:**

- 1) UNFAIR COMPETITION IN VIOLATION OF CAL. BUS. & PROF. CODE §17200 *et seq*;
- 2) FAILURE TO PAY MINIMUM WAGES IN VIOLATION OF CAL. LAB. CODE §§ 1194, 1197 & 1197.1;
- 3) FAILURE TO PAY OVERTIME WAGES IN VIOLATION OF CAL. LAB. CODE §§ 510 *et seq*;
- 4) FAILURE TO PROVIDE REQUIRED MEAL PERIODS IN VIOLATION OF CAL. LAB. CODE §§ 226.7 & 512 AND THE APPLICABLE IWC WAGE ORDER;
- 5) FAILURE TO PROVIDE REQUIRED REST PERIODS IN VIOLATION OF CAL. LAB. CODE §§ 226.7 & 512 AND THE APPLICABLE IWC WAGE ORDER;

- 6) FAILURE TO PROVIDE ACCURATE ITEMIZED STATEMENTS IN VIOLATION OF CAL. LAB. CODE § 226;
- 7) FAILURE TO PROVIDE WAGES WHEN DUE IN VIOLATION OF CAL. LAB. CODE §§ 201, 202 AND 203;
- 8) FAILURE TO REIMBURSE EMPLOYEES FOR REQUIRED EXPENSES IN VIOLATION OF CAL. LAB. CODE § 2802.

**DEMAND FOR A JURY TRIAL**

PLAINTIFF CARLOS PULIDO (“PLAINTIFF”), an individual, on behalf of PLAINTIFF and all other similarly situated current and former employees, alleges on information and belief, except for their own acts and knowledge which are based on personal knowledge, the following:

**PRELIMINARY ALLEGATIONS**

1. Defendant AMERISOURCEBERGEN DRUG CORPORATION (“Defendant AB Drug”) is a Delaware corporation that at all relevant times mentioned herein conducted and continues to conduct substantial and regular business throughout California.

2. Defendant CENCORA, INC. (“Defendant Cencora”) is a Delaware corporation that at all relevant times mentioned herein conducted and continues to conduct substantial and regular business throughout California.

3. Defendant AMERISOURCEBERGEN SERVICES CORPORATION (“Defendant AB Services”) is a Delaware corporation that at all relevant times mentioned herein conducted and continues to conduct substantial and regular business throughout California.

4. Defendant AMERISOURCEBERGEN SPECIALTY GROUP, LLC (“Defendant AB Specialty”) is a Delaware limited liability company that at all relevant times mentioned herein conducted and continues to conduct substantial and regular business throughout California.

5. Defendant AB Drug, Defendant Cencora, Defendant AB Services, and Defendant AB Specialty were the joint employers of PLAINTIFF as evidenced by the documents issued to PLAINTIFF, by the company PLAINTIFF performed work for respectively, and as these entities each exerted control over the hours, wages and/or working conditions of PLAINTIFF, and are therefore jointly responsible as employers for the conduct alleged herein as “DEFENDANTS.”

1           6.     DEFENDANTS own and operate pharmaceutical wholesale and distribution  
2 companies in California, including in the County of Riverside, where PLAINTIFF worked.

3           7.     PLAINTIFF has been employed by DEFENDANTS in California since January of  
4 2024, as a non-exempt employee, paid on an hourly basis, and entitled to the legally required meal  
5 and rest periods and payment of minimum and overtime wages due for all time worked.

6           8.     PLAINTIFF reserves the right to seek leave to amend this complaint to add new  
7 Plaintiffs, if necessary, in order to establish suitable representative(s) pursuant to *La Sala v.*  
8 *American Savings and Loan Association* (1971) 5 Cal.3d 864, 872, and other applicable law.

9           9.     PLAINTIFF brings this Class Action on behalf of PLAINTIFF and a California  
10 class, defined as all persons who are or previously were employed by Defendant AB Drug and/or  
11 Defendant Cencora and/or Defendant AB Services and/or Defendant AB Specialty in California  
12 and classified as non-exempt employees (the "CALIFORNIA CLASS") at any time during the  
13 period beginning four (4) years prior to the filing of this Complaint and ending on the date as  
14 determined by the Court (the "CLASS PERIOD"). The amount in controversy for the aggregate  
15 claim of the CALIFORNIA CLASS members is under five million dollars (\$5,000,000.00).

16           10.    PLAINTIFF brings this Class Action on behalf of PLAINTIFF and a CALIFORNIA  
17 CLASS in order to fully compensate the CALIFORNIA CLASS for their losses incurred during the  
18 CLASS PERIOD caused by DEFENDANTS' uniform policy and practice which failed to lawfully  
19 compensate these employees. DEFENDANTS' uniform policy and practice alleged herein was an  
20 unlawful, unfair, and deceptive business practice whereby DEFENDANTS retained and continue  
21 to retain wages due to PLAINTIFF and the other members of the CALIFORNIA CLASS.  
22 PLAINTIFF and the other members of the CALIFORNIA CLASS seek an injunction enjoining  
23 such conduct by DEFENDANTS in the future, relief for the named PLAINTIFF and the other  
24 members of the CALIFORNIA CLASS who have been economically injured by DEFENDANTS'  
25 past and current unlawful conduct, and all other appropriate legal and equitable relief.

26           11.    The true names and capacities, whether individual, corporate, subsidiary,  
27 partnership, associate or otherwise of DEFENDANTS DOES 1 through 50, inclusive, are presently  
28 unknown to PLAINTIFF who therefore sues these DEFENDANTS by such fictitious names

1 pursuant to California Code of Civil Procedure Section 474. PLAINTIFF will seek leave to amend  
2 this Complaint to allege the true names and capacities of DEFENDANTS DOES 1 through 50,  
3 inclusive, when they are ascertained. PLAINTIFF is informed and believes, and based upon that  
4 information and belief alleges, that the DEFENDANTS named in this Complaint, including  
5 DEFENDANTS DOES 1 through 50, inclusive, are responsible in some manner for one or more of  
6 the events and happenings that proximately caused the injuries and damages hereinafter alleged.

7         12. The agents, servants and/or employees of DEFENDANTS and each of them acting  
8 on behalf of DEFENDANTS acted within the course and scope of his, her, or its authority as the  
9 agent, servant and/or employee of DEFENDANTS, and personally participated in the conduct  
10 alleged herein on behalf of the DEFENDANTS with respect to the conduct alleged herein.  
11 Consequently, the acts of each DEFENDANT are legally attributable to the other DEFENDANTS  
12 and all DEFENDANTS are jointly and severally liable to PLAINTIFF and the other members of  
13 the CALIFORNIA CLASS, for the loss sustained as a proximate result of the conduct of the  
14 DEFENDANTS' agents, servants and/or employees.

15         13. DEFENDANTS were PLAINTIFF'S employers or persons acting on behalf of  
16 PLAINTIFF'S employer, within the meaning of California Labor Code Section 558, who violated  
17 or caused to be violated, a Section of Part 2, Chapter 1 of the California Labor Code or any  
18 provision regulating hours and days of work in any order of the Industrial Welfare Commission  
19 and, as such, are subject to civil penalties for each underpaid employee, as set forth in Labor Code  
20 Section 558, at all relevant times.

21         14. DEFENDANTS were PLAINTIFF'S employers or persons acting on behalf of  
22 PLAINTIFF'S employer either individually or as an officer, agent, or employee of another person,  
23 within the meaning of California Labor Code Section 1197.1, who paid or caused to be paid to any  
24 employee a wage less than the minimum fixed by California state law, and as such, are subject to  
25 civil penalties for each underpaid employee.

26         15. DEFENDANTS' uniform policies and practices alleged herein were unlawful,  
27 unfair, and deceptive business practices whereby DEFENDANTS retained and continue to retain  
28 wages due to PLAINTIFF and other members of the CALIFORNIA CLASS.



1 applicable hourly rates in effect during the pay periods and the corresponding amount of time  
2 worked at each hourly rate. DEFENDANTS' uniform policies and practices are intended to  
3 purposefully avoid the accurate and full payment for all time worked as required by California law  
4 which allows DEFENDANTS to illegally profit and gain an unfair advantage over competitors who  
5 comply with the law. To the extent equitable tolling operates to toll claims by the CALIFORNIA  
6 CLASS against DEFENDANTS, the CLASS PERIOD should be adjusted accordingly.

7 **A. Meal Period Violations**

8 20. Pursuant to the Industrial Welfare Commission Wage Orders, DEFENDANTS were  
9 required to pay PLAINTIFF and CALIFORNIA CLASS members for all their time worked,  
10 meaning the time during which an employee is subject to the control of an employer, including all  
11 the time the employee is suffered or permitted to work. From time to time during the CLASS  
12 PERIOD, DEFENDANTS required PLAINTIFF and CALIFORNIA CLASS members to work  
13 without paying them for all the time they were under DEFENDANTS' control. Specifically,  
14 DEFENDANTS required PLAINTIFF to work while clocked out during what was supposed to be  
15 PLAINTIFF'S off-duty meal break. Indeed, there were many days where PLAINTIFF did not even  
16 receive a partial lunch. As a result, PLAINTIFF and other CALIFORNIA CLASS members  
17 forfeited minimum wage and overtime compensation by regularly working without their time being  
18 accurately recorded and without compensation at the applicable minimum wage and overtime rates.  
19 DEFENDANTS' uniform policy and practice not to pay PLAINTIFF and other CALIFORNIA  
20 CLASS members for all time worked is evidenced by DEFENDANTS' business records.

21 21. From time to time during the CLASS PERIOD, as a result of their rigorous work  
22 schedules and DEFENDANTS' inadequate staffing practices, PLAINTIFF and other  
23 CALIFORNIA CLASS members were from time to time unable to take thirty (30) minute off-duty  
24 meal breaks and were not fully relieved of duty for their meal periods. PLAINTIFF and other  
25 CALIFORNIA CLASS members are required to perform work as ordered by DEFENDANTS for  
26 more than five (5) hours during some shifts without receiving a meal break. Further,  
27 DEFENDANTS failed to provide PLAINTIFF and CALIFORNIA CLASS members with a second  
28 off-duty meal period for some workdays in which these employees are required by DEFENDANTS

1 to work ten (10) hours of work. The nature of the work performed by PLAINTIFF and other  
2 CALIFORNIA CLASS members does not qualify for the limited and narrowly construed “on-duty”  
3 meal period exception. When they were provided with meal periods, PLAINTIFF and other  
4 CALIFORNIA CLASS members were, from time to time, required to remain on premises, on duty  
5 and on call. DEFENDANTS’ failure to provide PLAINTIFF and the CALIFORNIA CLASS  
6 members with legally required meal breaks is evidenced by DEFENDANTS’ business records. As  
7 a result of their rigorous work schedules and DEFENDANTS’ inadequate staffing, PLAINTIFF  
8 and other members of the CALIFORNIA CLASS therefore forfeit meal breaks without additional  
9 compensation and in accordance with DEFENDANTS’ strict corporate policy and practice.

10 **B. Rest Period Violations**

11 22. From time to time during the CLASS PERIOD, PLAINTIFF and other  
12 CALIFORNIA CLASS members were also required to work in excess of four (4) hours without  
13 being provided ten (10) minute rest periods as a result of their rigorous work requirements and  
14 DEFENDANTS’ inadequate staffing. Further, for the same reasons, these employees were denied  
15 their first rest periods of at least ten (10) minutes for some shifts worked of at least two (2) to four  
16 (4) hours from time to time, a first and second rest period of at least ten (10) minutes for some shifts  
17 worked of between six (6) and eight (8) hours from time to time, and a first, second and third rest  
18 period of at least ten (10) minutes for some shifts worked of ten (10) hours or more from time to  
19 time. When they were provided with rest breaks, PLAINTIFF and other CALIFORNIA CLASS  
20 members were, from time to time, required to remain on premises, on duty and/or on call.  
21 PLAINTIFF and other CALIFORNIA CLASS members were also not provided with one-hour  
22 wages *in lieu* thereof. As a result of their rigorous work schedules and DEFENDANTS’ inadequate  
23 staffing, PLAINTIFF and other CALIFORNIA CLASS members were from time to time denied  
24 their proper rest periods by DEFENDANTS and DEFENDANTS’ managers.

25 **C. Unreimbursed Business Expenses**

26 23. DEFENDANTS as a matter of corporate policy, practice, and procedure,  
27 intentionally, knowingly, and systematically failed to reimburse and indemnify PLAINTIFF and  
28 the other CALIFORNIA CLASS members for required business expenses incurred by PLAINTIFF

1 and other CALIFORNIA CLASS members in direct consequence of discharging their duties on  
2 behalf of DEFENDANTS. Under California Labor Code Section 2802, employers are required to  
3 indemnify employees for all expenses incurred in the course and scope of their employment.  
4 California Labor Code Section 2802 expressly states that "an employer shall indemnify his or her  
5 employee for all necessary expenditures or losses incurred by the employee in direct consequence  
6 of the discharge of his or her duties, or of his or her obedience to the directions of the employer,  
7 even though unlawful, unless the employee, at the time of obeying the directions, believed them  
8 to be unlawful."

9         24. In the course of their employment, DEFENDANTS required PLAINTIFF and other  
10 CALIFORNIA CLASS members to incur personal expenses for the use of their personal cell  
11 phones, as a result of and in furtherance of their job duties. Specifically, PLAINTIFF and other  
12 CALIFORNIA CLASS members were required to use their personal cell phones, in order to  
13 perform work related tasks. However, DEFENDANTS unlawfully failed to reimburse  
14 PLAINTIFF and other CALIFORNIA CLASS members for the use of their personal cell phones.  
15 As a result, in the course of their employment with DEFENDANTS, PLAINTIFF and other  
16 CALIFORNIA CLASS members incurred unreimbursed business expenses that included, but were  
17 not limited to, costs related to the use of their personal cell phones, all on behalf of and for the  
18 benefit of DEFENDANTS.

19         **D. Wage Statement Violations**

20         25. California Labor Code Section 226 required an employer to furnish its employees  
21 an accurate itemized wage statement in writing showing (1) gross wages earned, (2) total hours  
22 worked, (3) the number of piece-rate units earned and any applicable piece-rate, (4) all deductions,  
23 (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the  
24 name of the employee and only the last four digits of the employee's Social Security number or an  
25 employee identification number other than a Social Security number, (8) the name and address of  
26 the legal entity that is the employer, and (9) all applicable hourly rates in effect during the pay  
27 period and the corresponding number of hours worked at each hourly rate by the employee.  
28

1           26. From time to time during the CLASS PERIOD, when PLAINTIFF and other  
2 CALIFORNIA CLASS members missed meal and rest breaks, or were paid inaccurately for missed  
3 meal and rest period premiums, or were not paid for all hours worked, DEFENDANTS also failed  
4 to provide PLAINTIFF and other CALIFORNIA CLASS members with complete and accurate  
5 wage statements which failed to show, among other things, all deductions, the total hours worked  
6 and all applicable hourly rates in effect during the pay period and the corresponding amount of time  
7 worked at each hourly rate, correct rates of pay for penalty payments or missed meal and rest  
8 periods.

9           27. In addition to the foregoing, DEFENDANTS, from time to time, failed to provide  
10 PLAINTIFF and the CALIFORNIA CLASS Members with wage statements that comply with  
11 California Labor Code Section 226.

12           28. As a result, DEFENDANTS issued PLAINTIFF and other CALIFORNIA CLASS  
13 members with wage statements that violate California Labor Code section 226(a)(1)-(9). Further,  
14 DEFENDANTS' violations are knowing and intentional, and were not isolated due to an  
15 unintentional payroll error due to clerical or inadvertent mistake.

16       **E. Off-the-Clock Work Resulting in Minimum Wage and Overtime Violations**

17           29. During the CLASS PERIOD, from time-to-time DEFENDANTS failed and  
18 continues to fail to accurately pay PLAINTIFF and other members of the CALIFORNIA CLASS  
19 for all hours worked.

20           30. During the CLASS PERIOD, from time-to-time DEFENDANTS required  
21 PLAINTIFF and other members of the CALIFORNIA CLASS to perform pre-shift or post-shift  
22 work, including but not limited to, sending and receiving work-related communications. This  
23 resulted in PLAINTIFF and other CALIFORNIA CLASS members having to work while off-the-  
24 clock.

25           31. DEFENDANTS directed and directly benefited from the undercompensated off-the-  
26 clock work performed by PLAINTIFF and the other CALIFORNIA CLASS members.

27  
28

1           32. DEFENDANTS controlled the work schedules, duties, and protocols, applications,  
2 assignments, and employment conditions of PLAINTIFF and the other CALIFORNIA CLASS  
3 members.

4           33. DEFENDANTS were able to track the amount of time PLAINTIFF and the other  
5 members of the CALIFORNIA CLASS spent working; however, DEFENDANTS failed to  
6 document, track, or pay PLAINTIFF and the other members of the CALIFORNIA CLASS all  
7 wages earned and owed for all the work they performed.

8           34. PLAINTIFF and the other members of the CALIFORNIA CLASS were non-exempt  
9 employees, subject to the requirements of the California Labor Code.

10          35. DEFENDANTS' policies and practices deprived PLAINTIFF and the other  
11 CALIFORNIA CLASS members of all minimum regular, overtime, and double time wages owed  
12 for the off-the-clock work activities. Because PLAINTIFF and the other members of the  
13 CALIFORNIA CLASS typically worked over forty (40) hours in a workweek, and more than eight  
14 (8) hours per day, DEFENDANTS' policies and practices also deprived them of overtime pay.

15          36. DEFENDANTS knew or should have known that PLAINTIFF'S and the other  
16 CALIFORNIA CLASS members' off-the-clock work was compensable under the law.

17          37. As a result, PLAINTIFF and the other members of the CALIFORNIA CLASS  
18 forfeited wages due to them for all hours worked at DEFENDANTS' direction, control, and benefit  
19 for the time spent working while off-the-clock, including but not limited to, sending and receiving  
20 work-related communications. DEFENDANTS' uniform policy and practice to not pay  
21 PLAINTIFF and the members of the CALIFORNIA CLASS wages for all hours worked in  
22 accordance with applicable law is evidenced by DEFENDANTS' business records.

23       **F. Regular Rate Violation – Overtime, Double Time, Meal and Rest Period Premiums, and**  
24       **Redeemed Sick Pay**

25          38. From time to time during the CLASS PERIOD, DEFENDANTS failed and  
26 continues to fail to accurately calculate and pay PLAINTIFF and the other CALIFORNIA CLASS  
27 members for their overtime and double time hours worked, meal and rest period premiums, and  
28 redeemed sick pay. As a result, PLAINTIFF and the other CALIFORNIA CLASS members

1 forfeited wages due to them for working overtime without compensation at the correct overtime  
2 and double time rates, meal and rest period premiums, and redeemed sick pay rates.  
3 DEFENDANTS' uniform policy and practice not to pay the CALIFORNIA CLASS members at  
4 the correct rate for all overtime and double time worked, meal and rest period premiums, and sick  
5 pay in accordance with applicable law is evidenced by DEFENDANTS' business records.

6 39. State law provides that employees must be paid overtime at one-and-one-half times  
7 their "regular rate of pay." PLAINTIFF and other CALIFORNIA CLASS members were  
8 compensated at an hourly rate plus incentive pay that was tied to specific elements of an employee's  
9 performance.

10 40. The second component of PLAINTIFF'S and other CALIFORNIA CLASS  
11 members' compensation was DEFENDANTS' non-discretionary incentive program that paid  
12 PLAINTIFF and other CALIFORNIA CLASS members incentive wages based on their  
13 performance for DEFENDANTS. The non-discretionary bonus program provided all employees  
14 paid on an hourly basis with bonus compensation when the employees met the various performance  
15 goals set by DEFENDANTS.

16 41. However, from time to time, when calculating the regular rate of pay in those pay  
17 periods where PLAINTIFF and other CALIFORNIA CLASS members worked overtime, double  
18 time, paid meal and rest period premium payments, and/or redeemed sick pay, and earned non-  
19 discretionary bonuses, DEFENDANTS failed to accurately include the non-discretionary bonus  
20 compensation as part of the employee's "regular rate of pay" and/or calculated all hours worked  
21 rather than just all non-overtime hours worked. Management and supervisors described the  
22 incentive/bonus program to potential and new employees as part of the compensation package. As  
23 a matter of law, the incentive compensation received by PLAINTIFF and other CALIFORNIA  
24 CLASS members must be included in the "regular rate of pay." The failure to do so has resulted in  
25 a systematic underpayment of overtime and double time compensation, meal and rest period  
26 premium payments, and redeemed sick pay to PLAINTIFF and other CALIFORNIA CLASS  
27 members by DEFENDANTS. Specifically, California Labor Code Section 246 mandates that paid  
28 sick time for non-exempt employees shall be calculated in the same manner as the regular rate of

1 pay for the workweek in which the non-exempt employee uses paid sick time, whether or not the  
2 employee actually works overtime in that workweek. DEFENDANTS’ conduct, as articulated  
3 herein, by failing to include the incentive compensation as part of the “regular rate of pay” for  
4 purposes of sick pay compensation was in violation of California Labor Code Section 246, the  
5 underpayment of which is recoverable under California Labor Code Sections 201, 202, 203, and/or  
6 204.

7 42. In violation of the applicable sections of the California Labor Code and the  
8 requirements of the Industrial Welfare Commission (“IWC”) Wage Order, DEFENDANTS as a  
9 matter of company policy, practice, and procedure, intentionally and knowingly failed to  
10 compensate PLAINTIFF and the other members of the CALIFORNIA CLASS at the correct rate  
11 of pay for all overtime and double time worked, meal and rest period premiums, and redeemed sick  
12 pay as required by California law which allowed DEFENDANTS to illegally profit and gain an  
13 unfair advantage over competitors who complied with the law. To the extent equitable tolling  
14 operates to toll claims by the CALIFORNIA CLASS members against DEFENDANTS, the CLASS  
15 PERIOD should be adjusted accordingly.

16 **G. Unlawful Deductions**

17 43. DEFENDANTS, from time-to-time, unlawfully deducted wages from  
18 PLAINTIFF’S and CALIFORNIA CLASS members’ pay without explanation and without  
19 authorization to do so or notice to PLAINTIFF and the CALIFORNIA CLASS members. As a  
20 result, DEFENDANTS violated Labor Code Section 221.

21 **H. Timekeeping Manipulation**

22 44. During the CLASS PERIOD, DEFENDANTS, from time-to-time, did not have an  
23 immutable timekeeping system to accurately record and pay PLAINTIFF and other members of  
24 the CALIFORNIA CLASS for the actual time PLAINTIFF and other members of the  
25 CALIFORNIA CLASS worked each day, including regular time, overtime hours, sick pay, meal  
26 and rest breaks. As a result, DEFENDANTS were able to and did in fact, unlawfully, and  
27 unilaterally alter the time recorded in DEFENDANTS’ timekeeping system for PLAINTIFF and  
28 other members of the CALIFORNIA CLASS in order to avoid paying these employees for all

1 hours worked, applicable overtime compensation, applicable sick pay, missed meal breaks and  
2 missed rest breaks.

3 45. As a result, PLAINTIFF and other members of the CALIFORNIA CLASS, from  
4 time to time, forfeited time worked by working without their time being accurately recorded and  
5 without compensation at the applicable pay rates.

6 46. The mutability of the timekeeping system also allowed DEFENDANTS to alter  
7 employee time records by recording fictitious thirty (30) minute meal breaks in DEFENDANTS'  
8 timekeeping system to create the appearance that PLAINTIFF and other members of the  
9 CALIFORNIA CLASS clocked out for thirty (30) minute meal breaks when, in fact, the employees  
10 were not provided an off-duty meal break at all times. This practice is a direct result of  
11 DEFENDANTS' uniform policy and practice of denying employees uninterrupted thirty (30)  
12 minute off-duty meal breaks each day or otherwise failing to compensate them for missed meal  
13 breaks.

14 47. As a result, PLAINTIFF and the other members of the CALIFORNIA CLASS  
15 forfeited wages due to them for all hours worked at DEFENDANTS' direction, control and benefit  
16 for the time that the timekeeping system was inoperable. DEFENDANTS' uniform policy and  
17 practice to not pay PLAINTIFF and the members of the CALIFORNIA CLASS wages for all hours  
18 worked in accordance with applicable law is evidenced by DEFENDANTS' business records.

### 19 **I. Unlawful Rounding Practices**

20 48. During the CALIFORNIA CLASS PERIOD, DEFENDANTS did not have in place  
21 an immutable timekeeping system to accurately record and pay PLAINTIFF and other  
22 CALIFORNIA CLASS members for the actual time these employees worked each day, including  
23 overtime hours. Specifically, DEFENDANTS had in place an unlawful rounding policy and  
24 practice that resulted in PLAINTIFF and CALIFORNIA CLASS members being  
25 undercompensated for all their time worked. As a result, DEFENDANTS were able to and did in  
26 fact unlawfully and unilaterally round the time recorded in DEFENDANTS' timekeeping system  
27 for PLAINTIFF and the members of the CALIFORNIA CLASS in order to avoid paying these  
28 employees for all their time worked, including the applicable overtime compensation for overtime

1 worked. As a result, PLAINTIFF and other CALIFORNIA CLASS members, from time to time,  
2 forfeited compensation for their time worked by working without their time being accurately  
3 recorded and without compensation at the applicable overtime rates.

4 49. Further, the mutability of DEFENDANTS' timekeeping system and unlawful  
5 rounding policy and practice resulted in PLAINTIFF and CALIFORNIA CLASS members' time  
6 being inaccurately recorded. As a result, from time to time, DEFENDANTS' unlawful rounding  
7 policy and practice caused PLAINTIFF and CALIFORNIA CLASS members to perform work as  
8 ordered by DEFENDANTS for more than five (5) hours during a shift without receiving an off-  
9 duty meal break.

10 **J. Violations for Untimely Payment of Wages**

11 50. Pursuant to California Labor Code Section 204, PLAINTIFF and the CALIFORNIA  
12 CLASS members were entitled to timely payment of wages during their employment. PLAINTIFF  
13 and the CALIFORNIA CLASS members, from time to time, did not receive payment of all wages,  
14 including, but not limited to, overtime wages, minimum wages, meal period premium wages, and  
15 rest period premium wages within the permissible time period.

16 51. Pursuant to California Labor Code Section 201, "If an employer discharges an  
17 employee, the wages earned and unpaid at the time of discharge are due and payable immediately."  
18 Pursuant to California Labor Code Section 202, if an employee quits his or her employment, "his  
19 or her wages shall become due and payable not later than 72 hours thereafter, unless the employee  
20 has given 72 hours previous notice of his or her intention to quit, in which case the employee is  
21 entitled to his or her wages at the time of quitting." PLAINTIFF and the CALIFORNIA CLASS  
22 members were, from time to time, not timely provided the wages earned and unpaid at the time of  
23 their discharge and/or at the time of quitting, in violation of California Labor Code Sections 201  
24 and 202.

25 52. As such, PLAINTIFF demands up to thirty days of pay as penalty for not timely  
26 paying all wages due at time of termination for all CALIFORNIA CLASS members whose  
27 employment ended during the CLASS PERIOD.

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1     **K. Sick Pay Violations**

2           53.     California Labor Code Section 246(a)(1) mandates that “An employee who, on or  
3 after July 1, 2015, works in California for the same employer for 30 or more days within a year  
4 from the commencement of employment is entitled to paid sick days as specified in this section.”  
5 Further, California Labor Code Sections 246(b)-(d) provide for the sick day accrual requirements.  
6 From time to time, DEFENDANTS failed to have a policy or practice in place to provide  
7 PLAINTIFF and other members of the CALIFORNIA CLASS with sick days and/or paid sick  
8 leave. As of January 1, 2024, DEFENDANTS failed to adhere to the law in that they failed to  
9 provide and allow employees to use at least 40 hours or five days of paid sick leave per year.

10           54.     California Labor Code Section 246(i) requires an employer to furnish its employees  
11 with written wage statements setting forth the amount of paid sick leave available. From time to  
12 time, DEFENDANTS violated California Labor Code Section 246 by failing to furnish PLAINTIFF  
13 and other members of the CALIFORNIA CLASS with wage statements setting forth the amount of  
14 paid sick leave available.

15     **L. Reporting Time Violations**

16           55.     Further, DEFENDANTS from time to time required PLAINTIFF and other  
17 CALIFORNIA CLASS Members to report to work, but were furnished less than half their  
18 scheduled shift’s worth of work and were not paid reporting time pay as required by Cal. Code  
19 Regs., tit. 8 § 11040, subdivision (A). Specifically, Subdivision 5(A) states, “(A) Each workday an  
20 employee is required to report for work and does report, but is not put to work or is furnished less  
21 than half said employee's usual or scheduled day's work, the employee shall be paid for half the  
22 usual or scheduled day's work, but in no event for less than two (2) hours nor more than four (4)  
23 hours, at the employee's regular rate of pay, which shall not be less than the minimum wage.” In  
24 addition, when DEFENDANTS required PLAINTIFF and other CALIFORNIA CLASS Members  
25 to engage in additional work, this sometimes resulted in a second reporting for work in a single  
26 workday. In such a circumstance of a second reporting for work in a single workday,  
27 DEFENDANTS failed to pay these employees reporting time pay as required by Cal. Code Regs.,  
28 tit. 8 § 11040. Subdivision 5(B) states: “If an employee is required to report for work a second time

1 in any one workday and is furnished less than two (2) hours of work on the second reporting, said  
2 employee shall be paid for two (2) hours at the employee’s regular rate of pay, which shall be not  
3 less than the minimum wage.” Cal. Code Regs., tit. 8 § 11040, subd. 5(B).

4 56. Specifically, as to PLAINTIFF, PLAINTIFF was from time to time unable to take  
5 off-duty meal and rest breaks and was not fully relieved of duty for their rest and meal periods.  
6 PLAINTIFF was required to perform work as ordered by DEFENDANTS for more than five (5)  
7 hours during a shift without receiving an off-duty meal break. Further, DEFENDANTS failed to  
8 provide PLAINTIFF with a second off-duty meal period each workday in which they were required  
9 by DEFENDANTS to work ten (10) hours of work. When DEFENDANTS provided PLAINTIFF  
10 with a rest break, they required PLAINTIFF to remain on premises, on-duty and on-call for the  
11 rest break. DEFENDANTS’ policy caused PLAINTIFF to remain on premises, on-call and on-  
12 duty during what was supposed to be their off-duty meal periods. PLAINTIFF therefore forfeited  
13 meal and rest breaks without additional compensation and in accordance with DEFENDANTS’  
14 strict corporate policy and practice. Moreover, DEFENDANTS also provided PLAINTIFF with  
15 paystubs that failed to comply with California Labor Code Section 226. Further, DEFENDANTS  
16 also failed to reimburse PLAINTIFF for required business expenses related to the personal  
17 expenses incurred for the use of their personal cell phone, on behalf of and in furtherance of their  
18 employment with DEFENDANTS. To date, DEFENDANTS have not fully paid PLAINTIFF the  
19 minimum, overtime and double time compensation still owed to PLAINTIFF, or any penalty  
20 wages owed to PLAINTIFF under California Labor Code Section 203. The amount in controversy  
21 for PLAINTIFF individually does not exceed the sum or value of \$75,000.

22 **CLASS ACTION ALLEGATIONS**

23 57. PLAINTIFF brings this Class Action on behalf of PLAINTIFF, and a California  
24 class defined as all persons who are or previously were employed by Defendant AB Drug and/or  
25 Defendant Cencora and/or Defendant AB Services and/or Defendant AB Specialty in California  
26 and classified as non-exempt employees (the “CALIFORNIA CLASS”) at any time during the  
27 period beginning four (4) years prior to the filing of this Complaint and ending on the date as  
28 determined by the Court (the “CLASS PERIOD”).

1           58.     PLAINTIFF and the other CALIFORNIA CLASS members have uniformly been  
2 deprived of wages and penalties from unpaid wages earned and due, including but not limited to  
3 unpaid minimum wages, unpaid overtime compensation, unpaid meal and rest period premiums,  
4 illegal meal and rest period policies, failure to reimburse for business expenses, failure to  
5 compensate for off-the-clock work, failure to provide accurate itemized wage statements, failure to  
6 maintain required records, and interest, statutory and civil penalties, attorney's fees, costs, and  
7 expenses.

8           59.     The members of the class are so numerous that joinder of all class members is  
9 impractical.

10          60.     Common questions of law and fact regarding DEFENDANTS' conduct, including  
11 but not limited to, off-the-clock work, unpaid meal and rest period premiums, failure to accurately  
12 calculate the regular rate of pay for overtime compensation, failure to accurately calculate the  
13 regular rate of compensation for missed meal and rest period premiums, failure to provide legally  
14 compliant meal and rest periods, failure to reimburse for business expenses, failure to provide  
15 accurate itemized wage statements, and failure to ensure they are paid at least minimum wage and  
16 overtime, exist as to all members of the class and predominate over any questions affecting solely  
17 any individual members of the class. Among the questions of law and fact common to the class are:

- 18           a.     Whether DEFENDANTS maintained legally compliant meal period policies and  
19                 practices;
- 20           b.     Whether DEFENDANTS maintained legally compliant rest period policies and  
21                 practices;
- 22           c.     Whether DEFENDANTS failed to pay PLAINTIFF and the CALIFORNIA CLASS  
23                 members accurate premium payments for missed meal and rest periods;
- 24           d.     Whether DEFENDANTS failed to pay PLAINTIFF and the CALIFORNIA CLASS  
25                 members accurate overtime wages;
- 26           e.     Whether DEFENDANTS failed to pay PLAINTIFF and the CALIFORNIA CLASS  
27                 members at least minimum wage for all hours worked;

- 1 f. Whether DEFENDANTS failed to compensate PLAINTIFF and the CALIFORNIA
- 2 CLASS members for required business expenses;
- 3 g. Whether DEFENDANTS issued legally compliant wage statements;
- 4 h. Whether DEFENDANTS committed an act of unfair competition by systematically
- 5 failing to record and pay PLAINTIFF and the other members of the CALIFORNIA
- 6 CLASS for all time worked;
- 7 i. Whether DEFENDANTS committed an act of unfair competition by systematically
- 8 failing to record all meal and rest breaks missed by PLAINTIFF and other
- 9 CALIFORNIA CLASS members, even though DEFENDANTS enjoyed the benefit
- 10 of this work, required employees to perform this work and permits or suffers to
- 11 permit this work;
- 12 j. Whether DEFENDANTS committed an act of unfair competition in violation of
- 13 California Business and Professions Code Sections 17200, *et seq.* (the “UCL”), by
- 14 failing to provide PLAINTIFF and the other members of the CALIFORNIA CLASS
- 15 with the legally required meal and rest periods.

16 61. PLAINTIFF is a member of the CALIFORNIA CLASS and suffered damages as a  
17 result of DEFENDANTS’ conduct and actions alleged herein.

18 62. PLAINTIFF’S claims are typical of the claims of the CALIFORNIA CLASS, and  
19 PLAINTIFF has the same interests as the other members of the class.

20 63. PLAINTIFF will fairly and adequately represent and protect the interests of the  
21 CALIFORNIA CLASS members.

22 64. PLAINTIFF retained able class counsel with extensive experience in class action  
23 litigation.

24 65. Further, PLAINTIFF’S interests are coincident with, and not antagonistic to, the  
25 interest of the other CALIFORNIA CLASS members.

26 66. There is a strong community of interest among PLAINTIFF and the members of the  
27 CALIFORNIA CLASS to, inter alia, ensure that the combined assets of DEFENDANTS are  
28

1 sufficient to adequately compensate the members of the CALIFORNIA CLASS for the injuries  
2 sustained.

3         67. The questions of law and fact common to the CALIFORNIA CLASS members  
4 predominate over any questions affecting only individual members, including legal and factual  
5 issues relating to liability and damages.

6         68. A class action is superior to other available methods for the fair and efficient  
7 adjudication of this controversy because joinder of all class members is impractical. Moreover,  
8 since the damages suffered by individual members of the class may be relatively small, the expense  
9 and burden of individual litigation makes it practically impossible for the members of the class  
10 individually to redress the wrongs done to them. Without class certification and determination of  
11 declaratory, injunctive, statutory, and other legal questions within the class format, prosecution of  
12 separate actions by individual members of the CALIFORNIA CLASS will create the risk of:

- 13             a. Inconsistent or varying adjudications with respect to individual members of the  
14 CALIFORNIA CLASS which would establish incompatible standards of conduct  
15 for the parties opposing the CALIFORNIA CLASS; and/or,  
16             b. Adjudication with respect to individual members of the CALIFORNIA CLASS  
17 which would, as a practical matter, be dispositive of the interests of the other  
18 members not party to the adjudication or substantially impair or impede their ability  
19 to protect their interests.

20         69. Class treatment provides manageable judicial treatment calculated to bring an  
21 efficient and rapid conclusion to all litigation of all wage and hour related claims arising out of the  
22 conduct of DEFENDANTS.

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1 **FIRST CAUSE OF ACTION**

2 **Unlawful Business Practices**

3 **(Cal. Bus. and Prof. Code §§ 17200, *et seq.*)**

4 **(Alleged by PLAINTIFF and the CALIFORNIA CLASS against DEFENDANTS)**

5 70. PLAINTIFF, and the other members of the CALIFORNIA CLASS, reallege and  
6 incorporate by this reference, as though fully set forth herein, the prior paragraphs of this  
7 Complaint.

8 71. DEFENDANTS are each a “person” as that term is defined under California  
9 Business and Professions Code Section 17201.

10 72. California Business and Professions Code Sections 17200, *et seq.* (the “UCL”)  
11 defines unfair competition as any unlawful, unfair, or fraudulent business act or practice. Section  
12 17203 authorizes injunctive, declaratory, and/or other equitable relief with respect to unfair  
13 competition as follows:

14 Any person who engages, has engaged, or proposes to engage in unfair competition  
15 may be enjoined in any court of competent jurisdiction. The court may make such  
16 orders or judgments, including the appointment of a receiver, as may be necessary to  
17 prevent the use or employment by any person of any practice which constitutes unfair  
18 competition, as defined in this chapter, or as may be necessary to restore to any person  
19 in interest any money or property, real or personal, which may have been acquired  
20 by means of such unfair competition. (Cal. Bus. & Prof. Code § 17203).

21 73. By the conduct alleged herein, DEFENDANTS have engaged and continue to  
22 engage in business practices which violate California law, including but not limited to, the  
23 applicable Wage Order(s), the California Code of Regulations and the California Labor Code  
24 including Sections 201, 202, 203, 204, 210, 226.7, 510, 512, 558, 1194, 1197, 1197.1, 1198, and  
25 2802, for which this Court should issue declaratory and other equitable relief pursuant to California  
26 Business and Professions Code Section 17203 as may be necessary to prevent and remedy the  
27 conduct held to constitute unfair competition, including restitution of wages wrongfully withheld.

28 74. By the conduct alleged herein, DEFENDANTS’ practices were unlawful and unfair  
in that these practices violated public policy, were immoral, unethical, oppressively unscrupulous  
or substantially injurious to employees, and were without valid justification or utility for which this

1 Court should issue equitable and injunctive relief pursuant to Section 17203 of the California  
2 Business and Professions Code, including restitution of wages wrongfully withheld.

3 75. By the conduct alleged herein, DEFENDANTS' practices were deceptive and  
4 fraudulent in that DEFENDANTS' uniform policy and practice failed to provide the legally  
5 mandated meal and rest periods and the required amount of compensation for missed meal and rest  
6 periods, failed to pay minimum and overtime wages owed, and failed to reimburse all necessary  
7 business expenses incurred, due to a systematic business practice that cannot be justified, pursuant  
8 to the applicable California Labor Code and Industrial Welfare Commission requirements in  
9 violation of California Business and Professions Code Sections 17200, *et seq.*, and for which this  
10 Court should issue injunctive and equitable relief, pursuant to California Business and Professions  
11 Code Section 17203, including restitution of wages wrongfully withheld.

12 76. By the conduct alleged herein, DEFENDANTS' practices were also unlawful,  
13 unfair, and deceptive in that DEFENDANTS' employment practices caused PLAINTIFF and the  
14 other members of the CALIFORNIA CLASS to be underpaid during their employment with  
15 DEFENDANTS.

16 77. By the conduct alleged herein, DEFENDANTS' practices were also unfair and  
17 deceptive in that DEFENDANTS' uniform policies, practices and procedures failed to provide  
18 mandatory meal and/or rest breaks to PLAINTIFF and the CALIFORNIA CLASS members as  
19 required by California Labor Code Sections 226.7 and 512.

20 78. Therefore, PLAINTIFF demands on behalf of PLAINTIFF and on behalf of each  
21 CALIFORNIA CLASS member, one (1) hour of pay for each workday in which an off-duty meal  
22 period was not timely provided for each five (5) hours of work, and/or one (1) hour of pay for each  
23 workday in which a second off-duty meal period was not timely provided for each ten (10) hours  
24 of work.

25 79. PLAINTIFF further demands on behalf of PLAINTIFF and on behalf of each  
26 CALIFORNIA CLASS member, one (1) hour of pay for each workday in which a rest period was  
27 not timely provided as required by law.  
28

1           80. By and through the unlawful and unfair business practices described herein,  
2 DEFENDANTS have obtained valuable property, money and services from PLAINTIFF and the  
3 other members of the CALIFORNIA CLASS, including earned wages for all time worked, and  
4 have deprived them of valuable rights and benefits guaranteed by law and contract, all to the  
5 detriment of these employees and to the benefit of DEFENDANTS so as to allow DEFENDANTS  
6 to unfairly compete against competitors who comply with the law.

7           81. All the acts described herein as violations of, among other things, the Industrial  
8 Welfare Commission Wage Orders, the California Code of Regulations, and the California Labor  
9 Code, were unlawful and in violation of public policy, were immoral, unethical, oppressive, and  
10 unscrupulous, were deceptive, and thereby constitute unlawful, unfair, and deceptive business  
11 practices in violation of California Business and Professions Code Sections 17200, *et seq.*

12           82. PLAINTIFF and the other members of the CALIFORNIA CLASS are entitled to,  
13 and do, seek such relief as may be necessary to restore to them the money and property which  
14 DEFENDANTS have acquired, or of which PLAINTIFF and the other members of the  
15 CALIFORNIA CLASS have been deprived, by means of the above described unlawful and unfair  
16 business practices, including earned but unpaid wages for all time worked.

17           83. PLAINTIFF and the other members of the CALIFORNIA CLASS are further  
18 entitled to, and do, seek a declaration that the described business practices are unlawful, unfair, and  
19 deceptive, and that injunctive relief should be issued restraining DEFENDANTS from engaging in  
20 any unlawful and unfair business practices in the future.

21           84. PLAINTIFF and the other members of the CALIFORNIA CLASS have no plain,  
22 speedy and/or adequate remedy at law that will end the unlawful and unfair business practices of  
23 DEFENDANTS. Further, the practices herein alleged presently continue to occur unabated. As a  
24 result of the unlawful and unfair business practices described herein, PLAINTIFF and the other  
25 members of the CALIFORNIA CLASS have suffered and will continue to suffer irreparable legal  
26 and economic harm unless DEFENDANTS are restrained from continuing to engage in these  
27 unlawful and unfair business practices.

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1           92. In committing these violations of the California Labor Code, DEFENDANTS  
2 inaccurately calculated the correct time worked and consequently underpaid the actual time worked  
3 by PLAINTIFF and other members of the CALIFORNIA CLASS. DEFENDANTS acted in an  
4 illegal attempt to avoid the payment of all earned wages, and other benefits in violation of the  
5 California Labor Code, the Industrial Welfare Commission requirements and other applicable laws  
6 and regulations.

7           93. As a direct result of DEFENDANTS' unlawful wage practices as alleged herein,  
8 PLAINTIFF and the other members of the CALIFORNIA CLASS did not receive the correct  
9 minimum wage compensation for their time worked for DEFENDANTS.

10           94. During the CLASS PERIOD, PLAINTIFF and the other members of the  
11 CALIFORNIA CLASS were paid less for time worked than they were entitled to, constituting a  
12 failure to pay all earned wages.

13           95. By virtue of DEFENDANTS' unlawful failure to accurately pay all earned  
14 compensation to PLAINTIFF and the other members of the CALIFORNIA CLASS for the true  
15 time they worked, PLAINTIFF and the other members of the CALIFORNIA CLASS have suffered  
16 and will continue to suffer an economic injury in amounts which are presently unknown to them,  
17 and which will be ascertained according to proof at trial.

18           96. DEFENDANTS knew or should have known that PLAINTIFF and the other  
19 members of the CALIFORNIA CLASS were under-compensated for their time worked.  
20 DEFENDANTS systematically elected, either through intentional malfeasance or gross  
21 nonfeasance, to not pay employees for their labor as a matter of uniform company policy, practice  
22 and procedure, and DEFENDANTS perpetrated this systematic scheme by refusing to pay  
23 PLAINTIFF and the other members of the CALIFORNIA CLASS the correct minimum wages for  
24 their time worked.

25           97. In performing the acts and practices herein alleged in violation of California labor  
26 laws, and refusing to compensate the members of the CALIFORNIA CLASS for all time worked  
27 and provide them with the requisite compensation, DEFENDANTS acted and continues to act  
28 intentionally, oppressively, and maliciously toward PLAINTIFF and the other members of the

1 CALIFORNIA CLASS with a conscious and utter disregard for their legal rights, or the  
2 consequences to them, and with the despicable intent of depriving them of their property and legal  
3 rights, and otherwise causing them injury in order to increase company profits at the expense of  
4 these employees.

5 98. PLAINTIFF and the other members of the CALIFORNIA CLASS therefore request  
6 recovery of all unpaid wages, according to proof, interest, statutory costs, as well as the assessment  
7 of any statutory penalties against DEFENDANTS, in a sum as provided by the California Labor  
8 Code and/or other applicable statutes. To the extent minimum wage compensation is determined  
9 to be owed to the CALIFORNIA CLASS members who have terminated their employment,  
10 DEFENDANTS' conduct also violates Labor Code Sections 201 and/or 202, and therefore these  
11 individuals are also entitled to waiting time penalties under California Labor Code Section 203,  
12 which penalties are sought herein on behalf of these CALIFORNIA CLASS members.  
13 DEFENDANTS' conduct as alleged herein was willful, intentional and not in good faith. Further,  
14 PLAINTIFF and other CALIFORNIA CLASS members are entitled to seek and recover statutory  
15 costs.

16 **THIRD CAUSE OF ACTION**

17 **Failure To Pay Overtime Compensation**

18 **(Cal. Lab. Code §§ 204, 510, 1194 and 1198)**

19 **(Alleged by PLAINTIFF and the CALIFORNIA CLASS against DEFENDANTS)**

20 99. PLAINTIFF and the other members of the CALIFORNIA CLASS reallege and  
21 incorporate by this reference, as though fully set forth herein, the prior paragraphs of this  
22 Complaint.

23 100. PLAINTIFF and the other members of the CALIFORNIA CLASS bring a claim for  
24 DEFENDANTS' willful and intentional violations of the California Labor Code and the Industrial  
25 Welfare Commission requirements for DEFENDANTS' failure to pay these employees for all  
26 overtime worked including work performed in excess of eight (8) hours in a workday, and/or twelve  
27 (12) hours in a workday, and/or forty (40) hours in any workweek.  
28

1           101. Pursuant to California Labor Code Section 204, other applicable laws and  
2 regulations, and public policy, an employer must timely pay its employees for all hours worked.

3           102. California Labor Code Section 510 provides that employees in California shall not  
4 be employed more than eight (8) hours per workday and/or more than forty (40) hours per  
5 workweek unless they receive additional compensation beyond their regular wages in amounts  
6 specified by law.

7           103. California Labor Code Section 1194 establishes an employee's right to recover  
8 unpaid wages, including minimum and overtime compensation and interest thereon, together with  
9 the costs of suit. California Labor Code Section 1198 further states that the employment of an  
10 employee for longer hours than those fixed by the Industrial Welfare Commission is unlawful.

11           104. During the CLASS PERIOD, PLAINTIFF and CALIFORNIA CLASS members  
12 were required by DEFENDANTS to work for DEFENDANTS and were not paid for all the time  
13 they worked, including overtime work.

14           105. DEFENDANTS' uniform pattern of unlawful wage and hour practices manifested,  
15 without limitation, applicable to the CALIFORNIA CLASS as a whole, as a result of implementing  
16 a uniform policy and practice that failed to accurately record overtime worked by PLAINTIFF and  
17 other CALIFORNIA CLASS members and denied accurate compensation to PLAINTIFF and the  
18 other members of the CALIFORNIA CLASS for overtime worked, including, the overtime work  
19 performed in excess of eight (8) hours in a workday, and/or twelve (12) hours in a workday, and/or  
20 forty (40) hours in any workweek.

21           106. In committing these violations of the California Labor Code, DEFENDANTS  
22 inaccurately recorded overtime worked and consequently underpaid the overtime worked by  
23 PLAINTIFF and other CALIFORNIA CLASS members. DEFENDANTS acted in an illegal  
24 attempt to avoid the payment of all earned wages, and other benefits in violation of the California  
25 Labor Code, the Industrial Welfare Commission requirements and other applicable laws and  
26 regulations.

27  
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1           107. As a direct result of DEFENDANTS' unlawful wage practices as alleged herein,  
2 PLAINTIFF and the other members of the CALIFORNIA CLASS did not receive the correct  
3 overtime compensation for their time worked for DEFENDANTS.

4           108. California Labor Code Section 515 sets out various categories of employees who are  
5 exempt from the overtime requirements of the law. None of these exemptions are applicable to  
6 PLAINTIFF and the other members of the CALIFORNIA CLASS. Further, PLAINTIFF and the  
7 other members of the CALIFORNIA CLASS are not subject to a valid collective bargaining  
8 agreement that would preclude the causes of action contained herein in this Complaint. Rather,  
9 PLAINTIFF brings this Action on behalf of PLAINTIFF and the CALIFORNIA CLASS based on  
10 DEFENDANTS' violations of non-negotiable, non-waivable rights provided by the State of  
11 California.

12           109. During the CLASS PERIOD, PLAINTIFF and the other members of the  
13 CALIFORNIA CLASS were paid less for overtime worked than they were entitled to, constituting  
14 a failure to pay all earned wages.

15           110. DEFENDANTS failed to accurately pay PLAINTIFF and the other members of the  
16 CALIFORNIA CLASS overtime wages for the time they worked which was in excess of the  
17 maximum hours permissible by law as required by California Labor Code Sections 510, 1194, and  
18 1198, even though PLAINTIFF and the other members of the CALIFORNIA CLASS were  
19 regularly required to work, and did in fact work overtime, and did in fact work overtime as to which  
20 DEFENDANTS failed to accurately record and pay as evidenced by DEFENDANTS' business  
21 records and witnessed by employees.

22           111. By virtue of DEFENDANTS' unlawful failure to accurately pay all earned  
23 compensation to PLAINTIFF and the other members of the CALIFORNIA CLASS for the true  
24 amount of overtime they worked, PLAINTIFF and the other members of the CALIFORNIA  
25 CLASS have suffered and will continue to suffer an economic injury in amounts which are presently  
26 unknown to them, and which will be ascertained according to proof at trial.

27           112. DEFENDANTS knew or should have known that PLAINTIFF and the other  
28 members of the CALIFORNIA CLASS were undercompensated for their time worked.

1 DEFENDANTS systematically elected, either through intentional malfeasance or gross  
2 nonfeasance, to not pay them for their labor as a matter of uniform company policy, practice and  
3 procedure, and DEFENDANTS perpetrated this systematic scheme by refusing to pay PLAINTIFF  
4 and the other members of the CALIFORNIA CLASS the correct overtime wages for their overtime  
5 worked.

6 113. In performing the acts and practices herein alleged in violation of California labor  
7 laws, and refusing to compensate the members of the CALIFORNIA CLASS for all time worked  
8 and provide them with the requisite compensation, DEFENDANTS acted and continues to act  
9 intentionally, oppressively, and maliciously toward PLAINTIFF and the other members of the  
10 CALIFORNIA CLASS with a conscious and utter disregard for their legal rights, or the  
11 consequences to them, and with the despicable intent of depriving them of their property and legal  
12 rights, and otherwise causing them injury in order to increase company profits at the expense of  
13 these employees.

14 114. Therefore, PLAINTIFF and the other members of the CALIFORNIA CLASS request  
15 recovery of overtime wages, according to proof, interest, statutory costs, as well as the assessment  
16 of any statutory penalties against DEFENDANTS, in a sum as provided by the California Labor  
17 Code and/or other applicable statutes. To the extent overtime compensation is determined to be  
18 owed to the CALIFORNIA CLASS members who have terminated their employment,  
19 DEFENDANTS' conduct also violates California Labor Code Sections 201 and/or 202, and  
20 therefore these individuals are also entitled to waiting time penalties under California Labor Code  
21 203, which penalties are sought herein. DEFENDANTS' conduct as alleged herein was willful,  
22 intentional, and not in good faith. Further, PLAINTIFF and other CALIFORNIA CLASS members  
23 are entitled to seek and recover statutory costs.

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1 additional hour of compensation at each employee's regular rate of pay for each workday that rest  
2 period was not provided.

3 122. As a proximate result of the aforementioned violations, PLAINTIFF and  
4 CALIFORNIA CLASS members have been damaged in an amount according to proof at trial, and  
5 seek all wages earned and due, interest, penalties, expenses and costs of suit.

6 **SIXTH CAUSE OF ACTION**

7 **Failure To Provide Accurate Itemized Statements**

8 **(Cal. Lab. Code § 226)**

9 **(Alleged by PLAINTIFF and the CALIFORNIA CLASS against DEFENDANTS)**

10 123. PLAINTIFF, and the other members of the CALIFORNIA CLASS, reallege and  
11 incorporate by this reference, as though fully set forth herein, the prior paragraphs of this  
12 Complaint.

13 124. California Labor Code Section 226 provides that an employer must furnish  
14 employees with an "accurate itemized" statement in writing showing:

- 15 a. gross wages earned,  
16 b. total hours worked by the employee, except for any employee whose compensation  
17 is solely based on a salary and who is exempt from payment of overtime under  
18 subdivision (a) of Section 515 or any applicable order of the Industrial Welfare  
19 Commission,  
20 c. the number of piece-rate units earned and any applicable piece rate if the employee  
21 is paid on a piece-rate basis,  
22 d. all deductions, provided that all deductions made on written orders of the employee  
23 may be aggregated and shown as one item,  
24 e. net wages earned,  
25 f. the inclusive dates of the period for which the employee is paid,  
26 g. the name of the employee and his or her Social Security number, except that by  
27 January 1, 2008, only the last four digits of his or her Social Security number or an  
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1 employee identification number other than Social Security number may be shown  
2 on the itemized statement,

- 3 h. the name and address of the legal entity that is the employer, and
- 4 i. all applicable hourly rates in effect during the pay period and the corresponding  
5 number of hours worked at each hourly rate by the employee.

6 125. When DEFENDANTS did not accurately record PLAINTIFF'S and other  
7 CALIFORNIA CLASS members' missed meal and rest breaks, or paid inaccurate missed meal and  
8 rest break premiums, or did not pay for all hours worked, DEFENDANTS violated California Labor  
9 Code Section 226 in that DEFENDANTS failed to provide PLAINTIFF and other CALIFORNIA  
10 CLASS members with complete and accurate wage statements which failed to show, among other  
11 things, all deductions, the accurate gross wages earned, net wages earned, the total hours worked  
12 and all applicable hourly rates in effect during the pay period and the corresponding amount of time  
13 worked at each hourly rate, and correct rates of pay for penalty payments or missed meal and rest  
14 periods.

15 126. In addition to the foregoing, DEFENDANTS failed to provide itemized wage  
16 statements to PLAINTIFF and members of the CALIFORNIA CLASS that complied with the  
17 requirements of California Labor Code Section 226(a)(1)-(9).

18 127. DEFENDANTS knowingly and intentionally failed to comply with California Labor  
19 Code Section 226(a)(1)-(9), causing injury and damages to PLAINTIFF and the other members of  
20 the CALIFORNIA CLASS. These damages include, but are not limited to, costs expended  
21 calculating the correct wages for all missed meal and rest breaks and the amount of employment  
22 taxes which were not properly paid to state and federal tax authorities. These damages are difficult  
23 to estimate. Therefore, PLAINTIFF and the other members of the CALIFORNIA CLASS may elect  
24 to recover liquidated damages of fifty dollars (\$50.00) for the initial pay period in which the  
25 violation occurred, and one hundred dollars (\$100.00) for each violation in a subsequent pay period  
26 pursuant to California Labor Code Section 226, in an amount according to proof at the time of trial  
27 (but in no event more than four thousand dollars (\$4,000.00) for PLAINTIFF and each respective  
28 member of the CALIFORNIA CLASS herein).

1 **SEVENTH CAUSE OF ACTION**

2 **Failure To Pay Wages When Due**

3 **(Cal. Lab. Code § 203)**

4 **(Alleged by PLAINTIFF and the CALIFORNIA CLASS against DEFENDANTS)**

5 128. PLAINTIFF, and the other members of the CALIFORNIA CLASS, reallege and  
6 incorporate by this reference, as though fully set forth herein, the prior paragraphs of this  
7 Complaint.

8 129. California Labor Code Section 200 provides that:

9 As used in this article:

10 (d) "Wages" includes all amounts for labor performed by employees of every  
11 description, whether the amount is fixed or ascertained by the standard of time,  
task, piece, commission basis, or other method of calculation.

12 (e) "Labor" includes labor, work, or service whether rendered or performed under  
13 contract, subcontract, partnership, station plan, or other agreement if the labor to  
be paid for is performed personally by the person demanding payment.

14 130. California Labor Code Section 201 provides, in relevant part, that "If an employer  
15 discharges an employee, the wages earned and unpaid at the time of discharge are due and payable  
16 immediately."

17 131. California Labor Code Section 202 provides, in relevant part, that:

18 If an employee not having a written contract for a definite period quits his or her  
19 employment, his or her wages shall become due and payable not later than 72 hours  
20 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  
21 of quitting. Notwithstanding any other provision of law, an employee who quits without  
22 providing a 72-hour notice shall be entitled to receive payment by mail if he or she so  
requests and designates a mailing address. The date of the mailing shall constitute the  
date of payment for purposes of the requirement to provide payment within 72 hours  
of the notice of quitting.

23 132. There was no definite term in PLAINTIFF'S or any CALIFORNIA CLASS  
24 members' employment contract.

25 133. California Labor Code Section 203 provides:

26 If an employer willfully fails to pay, without abatement or reduction, in accordance with  
27 Sections 201, 201.5, 202, and 205.5, any wages of an employee who is discharged or  
28 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.



1 DEFENDANTS' uniform policy, practice and procedure was to not reimburse PLAINTIFF and  
2 the CALIFORNIA CLASS members for expenses resulting from the use of their personal cell  
3 phones, within the course and scope of their employment for DEFENDANTS. These expenses  
4 were necessary to complete their principal job duties. DEFENDANTS are estopped by  
5 DEFENDANTS' conduct to assert any waiver of this expectation. Although these expenses were  
6 necessary expenses incurred by PLAINTIFF and the CALIFORNIA CLASS members,  
7 DEFENDANTS failed to indemnify and reimburse PLAINTIFF and the CALIFORNIA CLASS  
8 members for these expenses as an employer is required to do under the laws and regulations of  
9 California.

10 139. PLAINTIFF therefore demands reimbursement for expenditures or losses incurred  
11 by them and the CALIFORNIA CLASS members in the discharge of their job duties for  
12 DEFENDANTS, or their obedience to the directions of DEFENDANTS, with interest at the  
13 statutory rate and costs under California Labor Code Section 2802.

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1 **PRAYER FOR RELIEF**

2 WHEREFORE, PLAINTIFF prays for a judgment against all DEFENDANTS, jointly and  
3 severally, as follows:

4 1. On behalf of the CALIFORNIA CLASS:

- 5 a. That the Court certify the First Cause of Action asserted by the CALIFORNIA  
6 CLASS as a class action pursuant to California Code of Civil Procedure Section 382;  
7 b. An order temporarily, preliminarily and permanently enjoining and restraining  
8 DEFENDANTS from engaging in similar unlawful conduct as set forth herein;  
9 c. An order requiring DEFENDANTS to pay all overtime wages and all sums  
10 unlawfully withheld from compensation due to PLAINTIFF and the other members  
11 of the CALIFORNIA CLASS; and  
12 d. Restitutionary disgorgement of DEFENDANTS' ill-gotten gains into a fluid fund  
13 for restitution of the sums incidental to DEFENDANTS' violations due to  
14 PLAINTIFF and to the other members of the CALIFORNIA CLASS.

15 2. On behalf of the CALIFORNIA CLASS:

- 16 a. That the Court certify the Second, Third, Fourth, Fifth, Sixth, Seventh, and Eighth  
17 Causes of Action asserted by the CALIFORNIA CLASS as a class action pursuant  
18 to California Code of Civil Procedure Section 382;  
19 b. Compensatory damages, according to proof at trial, including compensatory  
20 damages for overtime compensation due to PLAINTIFF and the other members of  
21 the CALIFORNIA CLASS, during the applicable CLASS PERIOD plus interest  
22 thereon at the statutory rate;  
23 c. Meal and rest period compensation pursuant to California Labor Code Sections  
24 226.7, 512 and the applicable IWC Wage Order;  
25 d. The greater of all actual damages or fifty dollars (\$50) for the initial pay period in  
26 which a violation occurs and one hundred dollars (\$100) per each member of the  
27 CALIFORNIA CLASS for each violation in a subsequent pay period, not exceeding  
28 an aggregate penalty of four thousand dollars (\$4,000), and an award of costs for

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violation of California Labor Code Section 226;


- e. The wages of all terminated employees from the CALIFORNIA CLASS as a penalty from the due date thereof at the same rate until paid or until an action therefor is commenced, in accordance with California Labor Code Section 203.
- f. The amount of the expenses PLAINTIFF and each member of the CALIFORNIA CLASS incurred in the course of their job duties, plus interest, and costs of suit.

3. On all claims:

- a. An award of interest, including prejudgment interest at the legal rate;
- b. Such other and further relief as the Court deems just and equitable; and
- c. An award of penalties, attorneys' fees, and costs of suit, as allowable under the law, including and pursuant to, but not limited to, California Labor Code Sections 218.5, 226, 246 and/or 1194.

DATED: April 24, 2026

**ZAKAY LAW GROUP, APLC**

By:   
Shani O. Zakay, Esq.  
Attorney for PLAINTIFF

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**DEMAND FOR A JURY TRIAL**

PLAINTIFF demands a jury trial on issues triable to a jury.

DATED: April 24, 2026

**ZAKAY LAW GROUP, APLC**

By:   
Shani O. Zakay, Esq.  
Attorney for PLAINTIFF