

**SUMMONS
(CITACION JUDICIAL)**

FOR COURT USE ONLY
(SOLO PARA USO DE LA CORTE)
ELECTRONICALLY FILED
Superior Court of California
County of Sacramento
03/02/2026
By: I. Alonso Deputy

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

VAN DE POL ENTERPRISES, INC., a California corporation; FUEL DELIVERY SERVICES, INC., a California corporation;

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

BULOS SALIBA, 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), 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), the California Courts Online Self-Help Center (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), 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), en el Centro de Ayuda de las Cortes de California, (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.

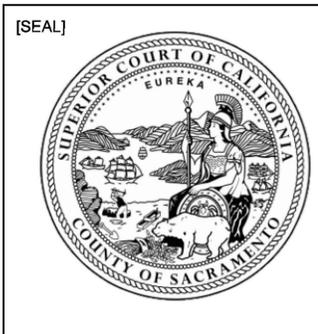
The name and address of the court is:
(El nombre y dirección de la corte es): Sacramento Superior Court
Gordon D. Schaber Courthouse - 720 9th Street, Sacramento, CA 95814

CASE NUMBER:
(Número del Caso):
26CV004847

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 - 5440 Morehouse Drive, Suite 3600, San Diego, CA 92121; T:(619) 255-9047

DATE: 03/02/2026 Clerk, by /s/ I. Alonso, 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

1. as an individual defendant.
2. as the person sued under the fictitious name of (specify):
3. 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):
4. by personal delivery on (date):

SHORT TITLE: Bulos Saliba v. Van De Pol Enterprises, et al.	CASE NUMBER:
--	--------------

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

SILVER STATE PETROLEUM, INC., a Nevada corporation; and DOES 1-50, Inclusive

02/27/2026

By: _____ I. Alonso Deputy

1 **ZAKAY LAW GROUP, APLC**
2 Shani O. Zakay (State Bar #277924)
3 shani@zakaylaw.com
4 Jennifer Gerstenzang (State Bar #279810)
5 jenny@zakaylaw.com
6 Nicole Noursamadi (State Bar #357246)
7 nicole@zakaylaw.com
8 Eden Zakay (State Bar #339536)
9 eden@zakaylaw.com
10 Jaclyn Joyce (State Bar #285124)
11 jaclyn@zakaylaw.com
12 5440 Morehouse Drive, Suite 3600
13 San Diego, CA 92121
14 Telephone: (619) 255-9047

15 Attorneys for PLAINTIFF

16 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

17 **IN AND FOR THE COUNTY OF SACRAMENTO**

18 BULOS SALIBA, an individual, on behalf of
19 Plaintiff, and on behalf of all persons similarly
20 situated,

21 Plaintiff,

22 v.

23 VAN DE POL ENTERPRISES, INC., a
24 California corporation; FUEL DELIVERY
25 SERVICES, INC., a California corporation;
26 SILVER STATE PETROLEUM, INC., a
27 Nevada corporation; and DOES 1-50, Inclusive,

28 Defendants.

Case No.: 26CV004847

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 ACCURATE ITEMIZED STATEMENTS IN VIOLATION OF CAL. LAB. CODE § 226;
- 5) FAILURE TO PROVIDE WAGES WHEN DUE IN VIOLATION OF CAL. LAB. CODE §§ 201, 202 AND 203;
- 6) FAILURE TO REIMBURSE EMPLOYEES FOR REQUIRED EXPENSES IN VIOLATION OF CAL. LAB. CODE § 2802;
- 7) FAILURE TO PERMIT INSPECTION OF EMPLOYEE RECORDS IN VIOLATION OF CAL. LAB. CODE §§ 226, 432, 1198.5 AND THE APPLICABLE IWC WAGE ORDER.

DEMAND FOR A JURY TRIAL

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

4 **PRELIMINARY ALLEGATIONS**

5 1. Defendant VAN DE POL ENTERPRISES, INC. (“Defendant Van De Pol”) is a
6 California corporation that at all relevant times mentioned herein conducted and continues to
7 conduct substantial and regular business throughout California.

8 2. Defendant FUEL DELIVERY SERVICES, INC. (“Defendant Fuel Delivery
9 Services”) is a California corporation that at all relevant times mentioned herein conducted and
10 continues to conduct substantial and regular business throughout California.

11 3. Defendant SILVER STATE PETROLEUM, INC. (“Defendant Silver State
12 Petroleum”) is a Nevada corporation that at all relevant times mentioned herein conducted and
13 continues to conduct substantial and regular business throughout California.

14 4. Defendant Van De Pol, Defendant Fuel Delivery Services, and Defendant Silver
15 State Petroleum were the joint employers of PLAINTIFF as evidenced by the documents issued to
16 PLAINTIFF, by the company PLAINTIFF performed work for respectively, and as these entities
17 each exerted control over the hours, wages and/or working conditions of PLAINTIFF, and are
18 therefore jointly responsible as employers for the conduct alleged herein as “DEFENDANTS.”

19 5. DEFENDANTS own and operate a fuel and lubricant supply business in California,
20 including in the County of Sacramento, where PLAINTIFF worked.

21 6. PLAINTIFF was employed by DEFENDANTS in California from February of 2019
22 to March of 2025, as a non-exempt employee, paid on an hourly basis, and entitled to the payment
23 of minimum and overtime wages due for all time worked.

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

27 8. PLAINTIFF brings this Class Action on behalf of PLAINTIFF and a California
28 class, defined as all persons who are or previously were employed by Defendant Van De Pol and/or

1 Defendant Fuel Delivery Services and/or Defendant Silver State Petroleum in California as truck
2 drivers (the "CALIFORNIA CLASS") at any time during the period beginning four (4) years prior
3 to the filing of this Complaint and ending on the date as determined by the Court (the "CLASS
4 PERIOD"). The amount in controversy for the aggregate claim of the CALIFORNIA CLASS
5 members is under five million dollars (\$5,000,000.00).

6 9. PLAINTIFF brings this Class Action on behalf of PLAINTIFF and a CALIFORNIA
7 CLASS in order to fully compensate the CALIFORNIA CLASS for their losses incurred during the
8 CLASS PERIOD caused by DEFENDANTS' uniform policy and practice which failed to lawfully
9 compensate these employees. DEFENDANTS' uniform policy and practice alleged herein was an
10 unlawful, unfair, and deceptive business practice whereby DEFENDANTS retained and continue
11 to retain wages due to PLAINTIFF and the other members of the CALIFORNIA CLASS.
12 PLAINTIFF and the other members of the CALIFORNIA CLASS seek an injunction enjoining
13 such conduct by DEFENDANTS in the future, relief for the named PLAINTIFF and the other
14 members of the CALIFORNIA CLASS who have been economically injured by DEFENDANTS'
15 past and current unlawful conduct, and all other appropriate legal and equitable relief.

16 10. The true names and capacities, whether individual, corporate, subsidiary,
17 partnership, associate or otherwise of DEFENDANTS DOES 1 through 50, inclusive, are presently
18 unknown to PLAINTIFF who therefore sues these DEFENDANTS by such fictitious names
19 pursuant to California Code of Civil Procedure Section 474. PLAINTIFF will seek leave to amend
20 this Complaint to allege the true names and capacities of DEFENDANTS DOES 1 through 50,
21 inclusive, when they are ascertained. PLAINTIFF is informed and believes, and based upon that
22 information and belief alleges, that the DEFENDANTS named in this Complaint, including
23 DEFENDANTS DOES 1 through 50, inclusive, are responsible in some manner for one or more of
24 the events and happenings that proximately caused the injuries and damages hereinafter alleged.

25 11. The agents, servants and/or employees of DEFENDANTS and each of them acting
26 on behalf of DEFENDANTS acted within the course and scope of his, her, or its authority as the
27 agent, servant and/or employee of DEFENDANTS, and personally participated in the conduct
28 alleged herein on behalf of the DEFENDANTS with respect to the conduct alleged herein.

1 Consequently, the acts of each DEFENDANT are legally attributable to the other DEFENDANTS
2 and all DEFENDANTS are jointly and severally liable to PLAINTIFF and the other members of
3 the CALIFORNIA CLASS, for the loss sustained as a proximate result of the conduct of the
4 DEFENDANTS' agents, servants and/or employees.

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

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

16 14. DEFENDANTS' uniform policies and practices alleged herein were unlawful,
17 unfair, and deceptive business practices whereby DEFENDANTS retained and continue to retain
18 wages due to PLAINTIFF and other members of the CALIFORNIA CLASS.

19 15. PLAINTIFF and other members of the CALIFORNIA CLASS seek an injunction
20 enjoining such conduct by DEFENDANTS in the future, relief for the named PLAINTIFF and other
21 members of the CALIFORNIA CLASS who have been economically injured by DEFENDANTS'
22 past and current unlawful conduct, and all other appropriate legal and equitable relief.

23 **JURISDICTION AND VENUE**

24 16. This Court has jurisdiction over this Action pursuant to California Code of Civil
25 Procedure Section 410.10 and California Business and Professions Code Section 17203. This action
26 is brought as a Class Action on behalf of PLAINTIFF and similarly situated employees of
27 DEFENDANTS pursuant to California Code of Civil Procedure Section 382.

28

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

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

17 **B. Wage Statement Violations**

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

26 22. From time to time during the CLASS PERIOD, when PLAINTIFF and other
27 CALIFORNIA CLASS members were not paid for all hours worked, DEFENDANTS also failed
28 to provide PLAINTIFF and other CALIFORNIA CLASS members with complete and accurate

1 wage statements which failed to show, among other things, all deductions, the total hours worked
2 and all applicable hourly rates in effect during the pay period and the corresponding amount of time
3 worked at each hourly rate.

4 23. In addition to the foregoing, DEFENDANTS, from time to time, failed to provide
5 PLAINTIFF and the CALIFORNIA CLASS Members with wage statements that comply with
6 California Labor Code Section 226.

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

11 **C. Off-the-Clock Work Resulting in Minimum Wage and Overtime Violations**

12 25. During the CLASS PERIOD, from time-to-time DEFENDANTS failed and
13 continues to fail to accurately pay PLAINTIFF and other members of the CALIFORNIA CLASS
14 for all hours worked.

15 26. During the CLASS PERIOD, from time-to-time DEFENDANTS required
16 PLAINTIFF and other members of the CALIFORNIA CLASS to perform pre-shift or post-shift
17 work, including but not limited to, performing pre-shift and post-shift vehicle inspections, and
18 sending and receiving work-related communications. This resulted in PLAINTIFF and other
19 CALIFORNIA CLASS members having to work while off-the-clock.

20 27. DEFENDANTS directed and directly benefited from the undercompensated off-the-
21 clock work performed by PLAINTIFF and the other CALIFORNIA CLASS members.

22 28. DEFENDANTS controlled the work schedules, duties, and protocols, applications,
23 assignments, and employment conditions of PLAINTIFF and the other CALIFORNIA CLASS
24 members.

25 29. DEFENDANTS were able to track the amount of time PLAINTIFF and the other
26 members of the CALIFORNIA CLASS spent working; however, DEFENDANTS failed to
27 document, track, or pay PLAINTIFF and the other members of the CALIFORNIA CLASS all
28 wages earned and owed for all the work they performed.

1 30. PLAINTIFF and the other members of the CALIFORNIA CLASS were non-exempt
2 employees, subject to the requirements of the California Labor Code.

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

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

10 33. As a result, PLAINTIFF and the other members of the CALIFORNIA CLASS
11 forfeited wages due to them for all hours worked at DEFENDANTS' direction, control, and benefit
12 for the time spent working while off-the-clock, including but not limited to, performing pre-shift
13 and post-shift vehicle inspections, and sending and receiving work-related communications.
14 DEFENDANTS' uniform policy and practice to not pay PLAINTIFF and the members of the
15 CALIFORNIA CLASS wages for all hours worked in accordance with applicable law is evidenced
16 by DEFENDANTS' business records.

17 **D. Regular Rate Violation – Overtime, Double Time, and Redeemed Sick Pay**

18 34. From time to time during the CLASS PERIOD, DEFENDANTS failed and
19 continues to fail to accurately calculate and pay PLAINTIFF and the other CALIFORNIA CLASS
20 members for their overtime and double time hours worked, and redeemed sick pay. As a result,
21 PLAINTIFF and the other CALIFORNIA CLASS members forfeited wages due to them for
22 working overtime without compensation at the correct overtime and double time rates, and
23 redeemed sick pay rates. DEFENDANTS' uniform policy and practice not to pay the
24 CALIFORNIA CLASS members at the correct rate for all overtime and double time worked, and
25 sick pay in accordance with applicable law is evidenced by DEFENDANTS' business records.

26 35. State law provides that employees must be paid overtime at one-and-one-half times
27 their "regular rate of pay." PLAINTIFF and other CALIFORNIA CLASS members were
28

1 compensated at an hourly rate plus incentive pay that was tied to specific elements of an employee's
2 performance.

3 36. The second component of PLAINTIFF'S and other CALIFORNIA CLASS
4 members' compensation was DEFENDANTS' non-discretionary incentive program that paid
5 PLAINTIFF and other CALIFORNIA CLASS members incentive wages based on their
6 performance for DEFENDANTS. The non-discretionary bonus program provided all employees
7 paid on an hourly basis with bonus compensation when the employees met the various performance
8 goals set by DEFENDANTS.

9 37. However, from time to time, when calculating the regular rate of pay in those pay
10 periods where PLAINTIFF and other CALIFORNIA CLASS members worked overtime, double
11 time, and/or redeemed sick pay, and earned non-discretionary bonuses, DEFENDANTS failed to
12 accurately include the non-discretionary bonus compensation as part of the employee's "regular
13 rate of pay" and/or calculated all hours worked rather than just all non-overtime hours worked.
14 Management and supervisors described the incentive/bonus program to potential and new
15 employees as part of the compensation package. As a matter of law, the incentive compensation
16 received by PLAINTIFF and other CALIFORNIA CLASS members must be included in the
17 "regular rate of pay." The failure to do so has resulted in a systematic underpayment of overtime
18 and double time compensation, and redeemed sick pay to PLAINTIFF and other CALIFORNIA
19 CLASS members by DEFENDANTS. Specifically, California Labor Code Section 246 mandates
20 that paid sick time for non-exempt employees shall be calculated in the same manner as the regular
21 rate of pay for the workweek in which the non-exempt employee uses paid sick time, whether or
22 not the employee actually works overtime in that workweek. DEFENDANTS' conduct, as
23 articulated herein, by failing to include the incentive compensation as part of the "regular rate of
24 pay" for purposes of sick pay compensation was in violation of California Labor Code Section 246,
25 the underpayment of which is recoverable under California Labor Code Sections 201, 202, 203,
26 and/or 204.

27 38. In violation of the applicable sections of the California Labor Code and the
28 requirements of the Industrial Welfare Commission ("IWC") Wage Order, DEFENDANTS as a

1 matter of company policy, practice, and procedure, intentionally and knowingly failed to
2 compensate PLAINTIFF and the other members of the CALIFORNIA CLASS at the correct rate
3 of pay for all overtime and double time worked, and redeemed sick pay as required by California
4 law which allowed DEFENDANTS to illegally profit and gain an unfair advantage over competitors
5 who complied with the law. To the extent equitable tolling operates to toll claims by the
6 CALIFORNIA CLASS members against DEFENDANTS, the CLASS PERIOD should be adjusted
7 accordingly.

8 **E. Unlawful Deductions**

9 39. DEFENDANTS, from time-to-time, unlawfully deducted wages from
10 PLAINTIFF'S and CALIFORNIA CLASS members' pay without explanation and without
11 authorization to do so or notice to PLAINTIFF and the CALIFORNIA CLASS members. As a
12 result, DEFENDANTS violated Labor Code Section 221.

13 **F. Timekeeping Manipulation**

14 40. During the CLASS PERIOD, DEFENDANTS, from time-to-time, did not have an
15 immutable timekeeping system to accurately record and pay PLAINTIFF and other members of
16 the CALIFORNIA CLASS for the actual time PLAINTIFF and other members of the
17 CALIFORNIA CLASS worked each day, including regular time, overtime hours, and sick pay,.
18 As a result, DEFENDANTS were able to and did in fact, unlawfully, and unilaterally alter the time
19 recorded in DEFENDANTS' timekeeping system for PLAINTIFF and other members of the
20 CALIFORNIA CLASS in order to avoid paying these employees for all hours worked, applicable
21 overtime compensation and applicable sick pay.

22 41. As a result, PLAINTIFF and other members of the CALIFORNIA CLASS, from
23 time to time, forfeited time worked by working without their time being accurately recorded and
24 without compensation at the applicable pay rates.

25 42. As a result, PLAINTIFF and the other members of the CALIFORNIA CLASS
26 forfeited wages due to them for all hours worked at DEFENDANTS' direction, control and benefit
27 for the time that the timekeeping system was inoperable. DEFENDANTS' uniform policy and
28

1 practice to not pay PLAINTIFF and the members of the CALIFORNIA CLASS wages for all hours
2 worked in accordance with applicable law is evidenced by DEFENDANTS' business records.

3 **G. Unlawful Rounding Practices**

4 43. During the CALIFORNIA CLASS PERIOD, DEFENDANTS did not have in place
5 an immutable timekeeping system to accurately record and pay PLAINTIFF and other
6 CALIFORNIA CLASS members for the actual time these employees worked each day, including
7 overtime hours. Specifically, DEFENDANTS had in place an unlawful rounding policy and
8 practice that resulted in PLAINTIFF and CALIFORNIA CLASS members being
9 undercompensated for all their time worked. As a result, DEFENDANTS were able to and did in
10 fact unlawfully and unilaterally round the time recorded in DEFENDANTS' timekeeping system
11 for PLAINTIFF and the members of the CALIFORNIA CLASS in order to avoid paying these
12 employees for all their time worked, including the applicable overtime compensation for overtime
13 worked. As a result, PLAINTIFF and other CALIFORNIA CLASS members, from time to time,
14 forfeited compensation for their time worked by working without their time being accurately
15 recorded and without compensation at the applicable overtime rates.

16 44. Further, the mutability of DEFENDANTS' timekeeping system and unlawful
17 rounding policy and practice resulted in PLAINTIFF and CALIFORNIA CLASS members' time
18 being inaccurately recorded.

19 **H. Violations for Untimely Payment of Wages**

20 45. Pursuant to California Labor Code Section 204, PLAINTIFF and the CALIFORNIA
21 CLASS members were entitled to timely payment of wages during their employment. PLAINTIFF
22 and the CALIFORNIA CLASS members, from time to time, did not receive payment of all wages,
23 including, but not limited to, overtime wages and minimum wages within the permissible time
24 period.

25 46. Pursuant to California Labor Code Section 201, "If an employer discharges an
26 employee, the wages earned and unpaid at the time of discharge are due and payable immediately."
27 Pursuant to California Labor Code Section 202, if an employee quits his or her employment, "his
28 or her wages shall become due and payable not later than 72 hours thereafter, unless the employee

1 has given 72 hours previous notice of his or her intention to quit, in which case the employee is
2 entitled to his or her wages at the time of quitting.” PLAINTIFF and the CALIFORNIA CLASS
3 members were, from time to time, not timely provided the wages earned and unpaid at the time of
4 their discharge and/or at the time of quitting, in violation of California Labor Code Sections 201
5 and 202.

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

9 **I. Sick Pay Violations**

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

18 49. California Labor Code Section 246(i) requires an employer to furnish its employees
19 with written wage statements setting forth the amount of paid sick leave available. From time to
20 time, DEFENDANTS violated California Labor Code Section 246 by failing to furnish PLAINTIFF
21 and other members of the CALIFORNIA CLASS with wage statements setting forth the amount of
22 paid sick leave available.

23 **J. Reporting Time Violations**

24 50. Further, DEFENDANTS from time to time required PLAINTIFF and other
25 CALIFORNIA CLASS Members to report to work, but were furnished less than half their
26 scheduled shift’s worth of work and were not paid reporting time pay as required by Cal. Code
27 Regs., tit. 8 § 11040, subdivision (A). Specifically, Subdivision 5(A) states, “(A) Each workday an
28 employee is required to report for work and does report, but is not put to work or is furnished less

1 than half said employee's usual or scheduled day's work, the employee shall be paid for half the
2 usual or scheduled day's work, but in no event for less than two (2) hours nor more than four (4)
3 hours, at the employee's regular rate of pay, which shall not be less than the minimum wage.” In
4 addition, when DEFENDANTS required PLAINTIFF and other CALIFORNIA CLASS Members
5 to engage in additional work, this sometimes resulted in a second reporting for work in a single
6 workday. In such a circumstance of a second reporting for work in a single workday,
7 DEFENDANTS failed to pay these employees reporting time pay as required by Cal. Code Regs.,
8 tit. 8 § 11040. Subdivision 5(B) states: “If an employee is required to report for work a second time
9 in any one workday and is furnished less than two (2) hours of work on the second reporting, said
10 employee shall be paid for two (2) hours at the employee’s regular rate of pay, which shall be not
11 less than the minimum wage.” Cal. Code Regs., tit. 8 § 11040, subd. 5(B).

12 **K. Failure to Provide Personnel Files**

13 51. On May 22, 2025 and June 27, 2025, PLAINTIFF caused written requests via
14 certified mail to be delivered to DEFENDANTS for PLAINTIFF’S personnel and employment
15 records, including but not limited to: (1) payroll records; (2) employment contracts; (3) itemized
16 pay stubs; (4) time records; and (5) PLAINTIFF’S complete employment file.

17 52. DEFENDANTS failed to provide and/or make available to PLAINTIFF their
18 personnel records, payroll records, time records, employment contract, and entire employment file
19 within thirty (30) days of their requests stated above. In fact, as of the date of filing of this
20 complaint, DEFENDANTS have still failed to pay PLAINTIFF the statutory penalty in the amount
21 of \$750 pursuant to California Labor Code Sections 226 and 1198.5. DEFENDANTS violated
22 California Labor Code Sections 226, 432, and 1198.5 and the applicable IWC Wage Order by
23 failing to respond and provide PLAINTIFF with their employment file. Labor Code Section 226(b)
24 requires employers to make payroll records available to employees upon reasonable request. Labor
25 Code Section 226(c) further requires that the employer comply with the request for records as soon
26 as practicable, but no later than twenty-one (21) calendar days from the date of request. Labor Code
27 Section 226(f) entitles employees to recover civil penalties of \$750 against an employer who
28 violates these requirements. Labor Code Section 432 also entitles an employee to receive copies of
any signed documents related to the obtaining or holding of employment. Finally, pursuant to the

1 applicable Industrial Welfare Commission wage orders, DEFENDANTS are required to maintain
2 accurate records for employees, including time records, and such records must be made readily
3 available for inspection by the employee upon a reasonable request. Section 1198.5 states that
4 employees (and former employees) have the right to inspect personnel records maintained by the
5 employer “related to the employee’s performance or to any grievance concerning the employee.”
6 Employers must allow inspection or copying within thirty (30) days of the request. As a result,
7 PLAINTIFF is now entitled to and requests injunctive relief to obtain compliance with California
8 Labor Code Sections 226, 432, 1198.5 and the applicable IWC Wage Orders, and applicable
9 statutory penalties and an award of attorneys’ fees and costs for bringing this action.

10 53. Specifically, as to PLAINTIFF, DEFENDANTS provided PLAINTIFF with
11 paystubs that failed to comply with California Labor Code Section 226. Further, DEFENDANTS
12 also failed to reimburse PLAINTIFF for required business expenses related to the personal
13 expenses incurred for the use of their personal cell phone, on behalf of and in furtherance of their
14 employment with DEFENDANTS. Additionally, DEFENDANTS failed to provide and/or make
15 available to PLAINTIFF their personnel records, payroll records, time records, employment
16 contracts, and entire employment file within thirty (30) days of all their requests on May 22, 2025
17 and June 27, 2025. To date, DEFENDANTS have not fully paid PLAINTIFF the minimum,
18 overtime and double time compensation still owed to PLAINTIFF, or any penalty wages owed to
19 PLAINTIFF under California Labor Code Section 203. The amount in controversy for
20 PLAINTIFF individually does not exceed the sum or value of \$75,000.

21 **CLASS ACTION ALLEGATIONS**

22 54. PLAINTIFF brings this Class Action on behalf of PLAINTIFF, and a California
23 class defined as all persons who are or previously were employed by Defendant Van De Pol and/or
24 Defendant Fuel Delivery Services and/or Defendant Silver State Petroleum in California as truck
25 drivers (the “CALIFORNIA CLASS”) at any time during the period beginning four (4) years prior
26 to the filing of this Complaint and ending on the date as determined by the Court (the “CLASS
27 PERIOD”).
28

1 55. 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, failure to reimburse for business expenses,
4 failure to compensate for off-the-clock work, failure to provide accurate itemized wage statements,
5 failure to maintain required records, and interest, statutory and civil penalties, attorney's fees, costs,
6 and expenses.

7 56. The members of the class are so numerous that joinder of all class members is
8 impractical.

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

- 15 a. Whether DEFENDANTS failed to pay PLAINTIFF and the CALIFORNIA CLASS
16 members accurate overtime wages;
- 17 b. Whether DEFENDANTS failed to pay PLAINTIFF and the CALIFORNIA CLASS
18 members at least minimum wage for all hours worked;
- 19 c. Whether DEFENDANTS failed to compensate PLAINTIFF and the CALIFORNIA
20 CLASS members for required business expenses;
- 21 d. Whether DEFENDANTS issued legally compliant wage statements;
- 22 e. Whether DEFENDANTS committed an act of unfair competition by systematically
23 failing to record and pay PLAINTIFF and the other members of the CALIFORNIA
24 CLASS for all time worked;

25 58. PLAINTIFF is a member of the CALIFORNIA CLASS and suffered damages as a
26 result of DEFENDANTS' conduct and actions alleged herein.

27 59. PLAINTIFF'S claims are typical of the claims of the CALIFORNIA CLASS, and
28 PLAINTIFF has the same interests as the other members of the class.

1 60. PLAINTIFF will fairly and adequately represent and protect the interests of the
2 CALIFORNIA CLASS members.

3 61. PLAINTIFF retained able class counsel with extensive experience in class action
4 litigation.

5 62. Further, PLAINTIFF'S interests are coincident with, and not antagonistic to, the
6 interest of the other CALIFORNIA CLASS members.

7 63. There is a strong community of interest among PLAINTIFF and the members of the
8 CALIFORNIA CLASS to, inter alia, ensure that the combined assets of DEFENDANTS are
9 sufficient to adequately compensate the members of the CALIFORNIA CLASS for the injuries
10 sustained.

11 64. The questions of law and fact common to the CALIFORNIA CLASS members
12 predominate over any questions affecting only individual members, including legal and factual
13 issues relating to liability and damages.

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

21 a. Inconsistent or varying adjudications with respect to individual members of the
22 CALIFORNIA CLASS which would establish incompatible standards of conduct
23 for the parties opposing the CALIFORNIA CLASS; and/or,

24 b. Adjudication with respect to individual members of the CALIFORNIA CLASS
25 which would, as a practical matter, be dispositive of the interests of the other
26 members not party to the adjudication or substantially impair or impede their ability
27 to protect their interests.
28

1 71. By the conduct alleged herein, DEFENDANTS' practices were unlawful and unfair
2 in that these practices violated public policy, were immoral, unethical, oppressively unscrupulous
3 or substantially injurious to employees, and were without valid justification or utility for which this
4 Court should issue equitable and injunctive relief pursuant to Section 17203 of the California
5 Business and Professions Code, including restitution of wages wrongfully withheld.

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

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

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

24 75. All the acts described herein as violations of, among other things, the Industrial
25 Welfare Commission Wage Orders, the California Code of Regulations, and the California Labor
26 Code, were unlawful and in violation of public policy, were immoral, unethical, oppressive, and
27 unscrupulous, were deceptive, and thereby constitute unlawful, unfair, and deceptive business
28 practices in violation of California Business and Professions Code Sections 17200, *et seq.*

1 81. 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 82. California Labor Code Section 1197 provides the minimum wage for employees
4 fixed by the commission is the minimum wage to be paid to employees, and the payment of a lesser
5 wage than the minimum so fixed is unlawful.

6 83. California Labor Code Section 1194 establishes an employee's right to recover
7 unpaid wages, including minimum wage compensation and interest thereon, together with the costs
8 of suit.

9 84. DEFENDANTS maintained a uniform wage practice of paying PLAINTIFF and the
10 other members of the CALIFORNIA CLASS without regard to the correct amount of time they
11 work. As set forth herein, DEFENDANTS' uniform policy and practice was to unlawfully and
12 intentionally deny timely payment of wages due to PLAINTIFF and the other members of the
13 CALIFORNIA CLASS.

14 85. 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 denies accurate compensation to PLAINTIFF and the other
17 members of the CALIFORNIA CLASS in regard to minimum wage pay.

18 86. In committing these violations of the California Labor Code, DEFENDANTS
19 inaccurately calculated the correct time worked and consequently underpaid the actual time worked
20 by PLAINTIFF and other members of the CALIFORNIA CLASS. DEFENDANTS acted in an
21 illegal attempt to avoid the payment of all earned wages, and other benefits in violation of the
22 California Labor Code, the Industrial Welfare Commission requirements and other applicable laws
23 and regulations.

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

27
28

1 88. During the CLASS PERIOD, PLAINTIFF and the other members of the
2 CALIFORNIA CLASS were paid less for time worked than they were entitled to, constituting a
3 failure to pay all earned wages.

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

9 90. DEFENDANTS knew or should have known that PLAINTIFF and the other
10 members of the CALIFORNIA CLASS were under-compensated for their time worked.
11 DEFENDANTS systematically elected, either through intentional malfeasance or gross
12 nonfeasance, to not pay employees for their labor as a matter of uniform company policy, practice
13 and procedure, and DEFENDANTS perpetrated this systematic scheme by refusing to pay
14 PLAINTIFF and the other members of the CALIFORNIA CLASS the correct minimum wages for
15 their time worked.

16 91. In performing the acts and practices herein alleged in violation of California labor
17 laws, and refusing to compensate the members of the CALIFORNIA CLASS for all time worked
18 and provide them with the requisite compensation, DEFENDANTS acted and continues to act
19 intentionally, oppressively, and maliciously toward PLAINTIFF and the other members of the
20 CALIFORNIA CLASS with a conscious and utter disregard for their legal rights, or the
21 consequences to them, and with the despicable intent of depriving them of their property and legal
22 rights, and otherwise causing them injury in order to increase company profits at the expense of
23 these employees.

24 92. PLAINTIFF and the other members of the CALIFORNIA CLASS therefore request
25 recovery of all unpaid wages, according to proof, interest, statutory costs, as well as the assessment
26 of any statutory penalties against DEFENDANTS, in a sum as provided by the California Labor
27 Code and/or other applicable statutes. To the extent minimum wage compensation is determined
28 to be owed to the CALIFORNIA CLASS members who have terminated their employment,

1 DEFENDANTS' conduct also violates Labor Code Sections 201 and/or 202, and therefore these
2 individuals are also entitled to waiting time penalties under California Labor Code Section 203,
3 which penalties are sought herein on behalf of these CALIFORNIA CLASS members.
4 DEFENDANTS' conduct as alleged herein was willful, intentional and not in good faith. Further,
5 PLAINTIFF and other CALIFORNIA CLASS members are entitled to seek and recover statutory
6 costs.

7 **THIRD CAUSE OF ACTION**

8 **Failure To Pay Overtime Compensation**

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

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

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

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

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

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

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

1 98. During the CLASS PERIOD, PLAINTIFF and CALIFORNIA CLASS members
2 were required by DEFENDANTS to work for DEFENDANTS and were not paid for all the time
3 they worked, including overtime work.

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

11 100. In committing these violations of the California Labor Code, DEFENDANTS
12 inaccurately recorded overtime worked and consequently underpaid the overtime worked by
13 PLAINTIFF and other CALIFORNIA CLASS members. DEFENDANTS acted in an illegal
14 attempt to avoid the payment of all earned wages, and other benefits in violation of the California
15 Labor Code, the Industrial Welfare Commission requirements and other applicable laws and
16 regulations.

17 101. As a direct result of DEFENDANTS' unlawful wage practices as alleged herein,
18 PLAINTIFF and the other members of the CALIFORNIA CLASS did not receive the correct
19 overtime compensation for their time worked for DEFENDANTS.

20 102. California Labor Code Section 515 sets out various categories of employees who are
21 exempt from the overtime requirements of the law. None of these exemptions are applicable to
22 PLAINTIFF and the other members of the CALIFORNIA CLASS. Further, PLAINTIFF and the
23 other members of the CALIFORNIA CLASS are not subject to a valid collective bargaining
24 agreement that would preclude the causes of action contained herein in this Complaint. Rather,
25 PLAINTIFF brings this Action on behalf of PLAINTIFF and the CALIFORNIA CLASS based on
26 DEFENDANTS' violations of non-negotiable, non-waivable rights provided by the State of
27 California.

28

1 103. During the CLASS PERIOD, PLAINTIFF and the other members of the
2 CALIFORNIA CLASS were paid less for overtime worked than they were entitled to, constituting
3 a failure to pay all earned wages.

4 104. DEFENDANTS failed to accurately pay PLAINTIFF and the other members of the
5 CALIFORNIA CLASS overtime wages for the time they worked which was in excess of the
6 maximum hours permissible by law as required by California Labor Code Sections 510, 1194, and
7 1198, even though PLAINTIFF and the other members of the CALIFORNIA CLASS were
8 regularly required to work, and did in fact work overtime, and did in fact work overtime as to which
9 DEFENDANTS failed to accurately record and pay as evidenced by DEFENDANTS' business
10 records and witnessed by employees.

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

16 106. DEFENDANTS knew or should have known that PLAINTIFF and the other
17 members of the CALIFORNIA CLASS were undercompensated for their time worked.
18 DEFENDANTS systematically elected, either through intentional malfeasance or gross
19 nonfeasance, to not pay them for their labor as a matter of uniform company policy, practice and
20 procedure, and DEFENDANTS perpetrated this systematic scheme by refusing to pay PLAINTIFF
21 and the other members of the CALIFORNIA CLASS the correct overtime wages for their overtime
22 worked.

23 107. In performing the acts and practices herein alleged in violation of California labor
24 laws, and refusing to compensate the members of the CALIFORNIA CLASS for all time worked
25 and provide them with the requisite compensation, DEFENDANTS acted and continues to act
26 intentionally, oppressively, and maliciously toward PLAINTIFF and the other members of the
27 CALIFORNIA CLASS with a conscious and utter disregard for their legal rights, or the
28 consequences to them, and with the despicable intent of depriving them of their property and legal

1 rights, and otherwise causing them injury in order to increase company profits at the expense of
2 these employees.

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

13 **FOURTH CAUSE OF ACTION**

14 **Failure To Provide Accurate Itemized Statements**

15 **(Cal. Lab. Code § 226)**

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

17 109. PLAINTIFF, and the other members of the CALIFORNIA CLASS, reallege and
18 incorporate by this reference, as though fully set forth herein, the prior paragraphs of this
19 Complaint.

20 110. California Labor Code Section 226 provides that an employer must furnish
21 employees with an "accurate itemized" statement in writing showing:

- 22 a. gross wages earned,
- 23 b. total hours worked by the employee, except for any employee whose compensation
24 is solely based on a salary and who is exempt from payment of overtime under
25 subdivision (a) of Section 515 or any applicable order of the Industrial Welfare
26 Commission,
- 27 c. the number of piece-rate units earned and any applicable piece rate if the employee
28 is paid on a piece-rate basis,

- d. all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item,
- e. net wages earned,
- f. the inclusive dates of the period for which the employee is paid,
- g. the name of the employee and his or her Social Security number, except that by January 1, 2008, only the last four digits of his or her Social Security number or an employee identification number other than Social Security number may be shown on the itemized statement,
- h. the name and address of the legal entity that is the employer, and
- i. all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee.

111. When DEFENDANTS did not pay for all hours worked, DEFENDANTS violated California Labor Code Section 226 in that DEFENDANTS failed to provide PLAINTIFF and other CALIFORNIA CLASS members with complete and accurate wage statements which failed to show, among other things, all deductions, the accurate gross wages earned, net wages earned, the total hours worked and all applicable hourly rates in effect during the pay period and the corresponding amount of time worked at each hourly rate.

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

113. DEFENDANTS knowingly and intentionally failed to comply with California Labor Code Section 226(a)(1)-(9), causing injury and damages to PLAINTIFF and the other members of the CALIFORNIA CLASS. These damages include, but are not limited to, costs expended calculating the correct wages for all unpaid wages and the amount of employment taxes which were not properly paid to state and federal tax authorities. These damages are difficult to estimate. Therefore, PLAINTIFF and the other members of the CALIFORNIA CLASS may elect to recover liquidated damages of fifty dollars (\$50.00) for the initial pay period in which the violation occurred, and one hundred dollars (\$100.00) for each violation in a subsequent pay period pursuant

1 to California Labor Code Section 226, in an amount according to proof at the time of trial (but in
2 no event more than four thousand dollars (\$4,000.00) for PLAINTIFF and each respective member
3 of the CALIFORNIA CLASS herein).

4 **FIFTH CAUSE OF ACTION**

5 **Failure To Pay Wages When Due**

6 **(Cal. Lab. Code § 203)**

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

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

11 115. California Labor Code Section 200 provides that:

12 As used in this article:

- 13 (d) "Wages" includes all amounts for labor performed by employees of every
14 description, whether the amount is fixed or ascertained by the standard of time,
15 task, piece, commission basis, or other method of calculation.
16 (e) "Labor" includes labor, work, or service whether rendered or performed under
17 contract, subcontract, partnership, station plan, or other agreement if the labor to
18 be paid for is performed personally by the person demanding payment.

19 116. California Labor Code Section 201 provides, in relevant part, that "If an employer
20 discharges an employee, the wages earned and unpaid at the time of discharge are due and payable
21 immediately."

22 117. California Labor Code Section 202 provides, in relevant part, that:
23 If an employee not having a written contract for a definite period quits his or her
24 employment, his or her wages shall become due and payable not later than 72 hours
25 thereafter, unless the employee has given 72 hours previous notice of his or her
26 intention to quit, in which case the employee is entitled to his or her wages at the time
27 of quitting. Notwithstanding any other provision of law, an employee who quits without
28 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.

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

119. California Labor Code Section 203 provides:

1 If an employer willfully fails to pay, without abatement or reduction, in accordance with
2 Sections 201, 201.5, 202, and 205.5, any wages of an employee who is discharged or
3 who quits, the wages of the employee shall continue as a penalty from the due date
4 thereof at the same rate until paid or until an action therefor is commenced; but the
5 wages shall not continue for more than 30 days.

6 120. The employment of PLAINTIFF and many CALIFORNIA CLASS members
7 terminated, and DEFENDANTS have not tendered payment of wages to these employees, as
8 required by law.

9 121. Therefore, as provided by California Labor Code Section 203, on behalf of
10 themselves and the members of the CALIFORNIA CLASS whose employment has ended,
11 PLAINTIFF demands up to thirty (30) days of pay as penalty for not paying all wages due at time
12 of termination for all employees who terminated employment during the CLASS PERIOD and
13 demand an accounting and payment of all wages due, plus interest and statutory costs as allowed
14 by law.

15 **SIXTH CAUSE OF ACTION**

16 **Failure To Reimburse Employees for Required Expenses**

17 **(Cal. Lab. Code § 2802)**

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

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

22 123. California Labor Code Section 2802 provides, in relevant part, that:
23 An employer shall indemnify his or her employee for all necessary expenditures or
24 losses incurred by the employee in direct consequence of the discharge of his or her
25 duties, or of his or her obedience to the directions of the employer, even though
26 unlawful, unless the employee, at the time of obeying the directions, believed them to
27 be unlawful.

28 124. From time to time during the CLASS PERIOD, DEFENDANTS violated California
Labor Code Section 2802, by failing to indemnify and reimburse PLAINTIFF and the
CALIFORNIA CLASS members for required expenses incurred in the discharge of their job duties
for DEFENDANTS' benefit. DEFENDANTS failed to reimburse PLAINTIFF and the
CALIFORNIA CLASS members for expenses which included, but were not limited to, the use of

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

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

17 **SEVENTH CAUSE OF ACTION**

18 **Failure To Permit Inspection of Employee Records**

19 **(Cal. Lab. §§ 226, 432, 1198.5 and Applicable IWC Wage Orders)**

20 **(Alleged by PLAINTIFF and the CALIFORNIA CLASS against all Defendants)**

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

24 127. Labor Code Section 226(b) requires employers to make payroll records available to
25 employees upon reasonable request. Labor Code Section 226(c) further requires that the employer
26 comply with the request for records as soon as practicable, but no later than twenty-one (21)
27 calendar days from the date of request.

28

1 128. Labor Code Section 432 also entitles an employee to receive copies of any signed
2 documents related to the obtaining or holding of employment.

3 129. Labor Code § 1198.5 states that employees (and former employees) have the right
4 to inspect personnel records maintained by the employer “related to the employee’s performance
5 or to any grievance concerning the employee.” Employers must allow inspection or copying
6 within thirty (30) days of the request.

7 130. The applicable Industrial Welfare Commission Wage Orders require employers to
8 maintain accurate records for employees, including time records, and such records must be made
9 readily available for inspection by the employee upon a reasonable request.

10 131. On May 22, 2025 and June 27, 2025, PLAINTIFF caused written requests via
11 certified mail to be delivered to DEFENDANTS for PLAINTIFF’S personnel and employment
12 records, including but not limited to: (1) payroll records; (2) employment contracts; (3) itemized
13 pay stubs; (4) time records; and (5) PLAINTIFF’S complete employment file.

14 132. DEFENDANTS failed to provide and/or make available to PLAINTIFF their
15 personnel records, payroll records, employment contract, and entire employment file within thirty
16 (30) days of their requests stated above. In fact, as of the date of filing of this Complaint,
17 DEFENDANTS have still failed to pay PLAINTIFF the statutory penalty in the amount of \$750.

18 133. PLAINTIFF is now entitled to and requests injunctive relief to obtain compliance
19 with California Labor Code Sections 226, 432, 1198.5 and the applicable IWC Wage Orders, and
20 applicable statutory penalties and an award of attorneys’ fees and costs for bringing this action.

21 **PRAYER FOR RELIEF**

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

24 1. On behalf of the CALIFORNIA CLASS:

- 25 a. That the Court certify the First Cause of Action asserted by the CALIFORNIA
26 CLASS as a class action pursuant to California Code of Civil Procedure Section 382;
27 b. An order temporarily, preliminarily and permanently enjoining and restraining
28 DEFENDANTS from engaging in similar unlawful conduct as set forth herein;

- 1 c. An order requiring DEFENDANTS to pay all overtime wages and all sums
2 unlawfully withheld from compensation due to PLAINTIFF and the other members
3 of the CALIFORNIA CLASS; and
- 4 d. Restitutionary disgorgement of DEFENDANTS' ill-gotten gains into a fluid fund
5 for restitution of the sums incidental to DEFENDANTS' violations due to
6 PLAINTIFF and to the other members of the CALIFORNIA CLASS.
- 7 2. On behalf of the CALIFORNIA CLASS:
- 8 a. That the Court certify the Second, Third, Fourth, Fifth, Sixth, and Seventh Causes
9 of Action asserted by the CALIFORNIA CLASS as a class action pursuant to
10 California Code of Civil Procedure Section 382;
- 11 b. Compensatory damages, according to proof at trial, including compensatory
12 damages for overtime compensation due to PLAINTIFF and the other members of
13 the CALIFORNIA CLASS, during the applicable CLASS PERIOD plus interest
14 thereon at the statutory rate;
- 15 c. The greater of all actual damages or fifty dollars (\$50) for the initial pay period in
16 which a violation occurs and one hundred dollars (\$100) per each member of the
17 CALIFORNIA CLASS for each violation in a subsequent pay period, not exceeding
18 an aggregate penalty of four thousand dollars (\$4,000), and an award of costs for
19 violation of California Labor Code Section 226;
- 20 d. The wages of all terminated employees from the CALIFORNIA CLASS as a
21 penalty from the due date thereof at the same rate until paid or until an action
22 therefor is commenced, in accordance with California Labor Code Section 203.
- 23 e. The amount of the expenses PLAINTIFF and each member of the CALIFORNIA
24 CLASS incurred in the course of their job duties, plus interest, and costs of suit.
- 25 3. On the Seventh Cause of Action
- 26 a. For an award of statutory damages as pled pursuant to Labor Code §§ 226 and
27 1198.5.
- 28 b. For an injunction compelling production of PLAINTIFF'S employment records

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

pursuant to Labor Code §§ 226, 432 and 1198.5 and the applicable IWC Wage Order.

4. 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: February 27, 2026

ZAKAY LAW GROUP, APLC

By: 
Shani Zakay, Esq.
Attorney for PLAINTIFF

///

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

DEMAND FOR A JURY TRIAL

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

DATED: February 27, 2026

ZAKAY LAW GROUP, APLC

By: 
Shani Zakay, Esq.
Attorney for PLAINTIFF