

**SUMMONS  
(CITACION JUDICIAL)**

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

**ELECTRONICALLY FILED**  
Superior Court of California  
County of Alameda  
04/14/2026

Chad Finke, Executive Officer / Clerk of the Court

By: A. Gospel Deputy

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

SALKHI PETROLEUM INC., a California corporation;  
"Additional Parties Attachment form is attached."

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

MACIELL VERON, 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): Alameda Superior Court

René C. Davidson Courthouse - 1225 Fallon Street, Oakland, CA 94612

CASE NUMBER:  
(Número del Caso):

26CV182152

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:

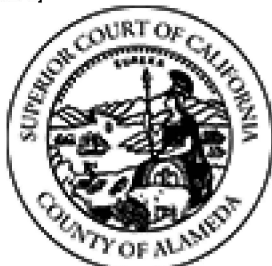
(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):  
Shani O. Zakay, Esq.; Zakay Law Group, APLC - 3110 Camino Del Rio S, Suite 308, San Diego, CA 92108; T: (619) 255-9047

DATE: 04/14/2026

Clerk, by A. Gospel, Deputy  
(Secretario) (Adjunto)

(Fecha) Chad Finke, Executive Officer / Clerk of the Court (Secretario) A. Gospel  
(For proof of service of this summons, use Proof of Service of Summons (form POS-010).) A. Gospel  
(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010)).

[SEAL]



**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:<br>Veron v. Salkhi Petroleum Inc. 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

21501 FOOTHILL BLVD HAYWARD, LLC, a California limited liability company; 2180 ORCHARD AVE SAN LEANDRO, LLC, a California limited liability company; 2701 CONTRA LOMA BLVD ANTIOCH, LLC, a California limited liability company; 3315 HIGH ST OAKLAND, LLC, a California limited liability company; 2951 HIGH STREET OAKLAND LLC, a California limited liability company; 11319 SAN PABLO AVE EL CERRITO, LLC, a California limited liability company; 11687 SAN PABLO AVE EL CERRITO, LLC, a California limited liability company; 1103 CURTNER AVE SAN JOSE, LLC, a California limited liability company; 1185 SOUTH DE ANZA BLVD. SAN JOSE, LLC, a California limited liability company; 101 BAYSHORE BLVD SF, LLC, a California limited liability company; 2145 MENDOCINO AVE SANTA ROSA, LLC, a California limited liability company; 705 SHILOH ROAD WINDSOR, LLC, a California limited liability company; 105 TIBURON BLVD TIBURON LLC, a California limited liability company; 6325 HWY 9 FELTON, LLC, a California limited liability company; 7719 SOQUEL DR. APTOS LLC, a California limited liability company; 7110 CAMINO ARROYO GILROY, LLC, a California limited liability company; 7110 CAMINO ARROYO GILROY 95020 LLC, a California limited liability company; 1501 E. MONTE VISTA AVE. VACAVILLE LLC, a California limited liability company; 7474 REDWOOD BLVD, an unknown business entity; and DOES 1-50, Inclusive,

**ZAKAY LAW GROUP, APLC**  
Shani O. Zakay (State Bar #277924)  
[shani@zakaylaw.com](mailto:shani@zakaylaw.com)  
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3110 Camino Del Rio S, Suite 308  
San Diego, CA 92108  
Telephone: (619) 255-9047

Attorneys for PLAINTIFF

**SUPERIOR COURT OF THE STATE OF CALIFORNIA**

**IN AND FOR THE COUNTY OF ALAMEDA**

MACIELL VERON, an individual, on behalf of Plaintiff, and on behalf of all persons similarly situated,

Plaintiff,

v.

SALKHI PETROLEUM INC., a California corporation; 21501 FOOTHILL BLVD HAYWARD, LLC, a California limited liability company; 2180 ORCHARD AVE SAN LEANDRO, LLC, a California limited liability company; 2701 CONTRA LOMA BLVD ANTIOCH, LLC, a California limited liability company; 3315 HIGH ST OAKLAND, LLC, a California limited liability company; 2951 HIGH STREET OAKLAND LLC, a California limited liability company; 11319 SAN PABLO AVE EL CERRITO, LLC, a California limited liability company; 11687 SAN PABLO AVE EL CERRITO, LLC, a California limited liability company; 1103 CURTNER AVE SAN JOSE, LLC, a California limited liability company; 1185 SOUTH DE ANZA BLVD. SAN JOSE, LLC, a California limited liability company; 101 BAYSHORE BLVD SF, LLC, a California limited liability company; 2145 MENDOCINO AVE SANTA ROSA, LLC, a

**ELECTRONICALLY FILED**

Superior Court of California,  
County of Alameda

**04/14/2026 at 01:34:14 PM**

By: Andrel Gospel,  
Deputy Clerk

Case No.: **26CV182152**

**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;

1 California limited liability company; 705  
2 SHILOH ROAD WINDSOR, LLC, a California  
3 limited liability company; 105 TIBURON  
4 BLVD TIBURON LLC, a California limited  
5 liability company; 6325 HWY 9 FELTON,  
6 LLC, a California limited liability company;  
7 7719 SOQUEL DR. APTOS LLC, a California  
8 limited liability company; 7110 CAMINO  
9 ARROYO GILROY, LLC, a California limited  
10 liability company; 7110 CAMINO ARROYO  
11 GILROY 95020 LLC, a California limited  
12 liability company; 1501 E. MONTE VISTA  
13 AVE. VACAVILLE LLC, a California limited  
14 liability company; 7474 REDWOOD BLVD, an  
15 unknown business entity; and DOES 1-50,  
16 Inclusive,

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Defendants.

8) FAILURE TO REIMBURSE EMPLOYEES  
FOR REQUIRED EXPENSES IN  
VIOLATION OF CAL. LAB. CODE § 2802;  
9) 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**

PLAINTIFF MACIELL VERON (“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 SALKHI PETROLEUM INC. (“Defendant Salkhi”) is a California  
corporation that at all relevant times mentioned herein conducted and continues to conduct  
substantial and regular business throughout California.

2. Defendant 21501 FOOTHILL BLVD HAYWARD, LLC (“Defendant Foothill”) is  
a California limited liability company that at all relevant times mentioned herein conducted and  
continues to conduct substantial and regular business throughout California.

3. Defendant 2180 ORCHARD AVE SAN LEANDRO, LLC (“Defendant Orchard”) is  
a California limited liability company that at all relevant times mentioned herein conducted and  
continues to conduct substantial and regular business throughout California.

4. Defendant 2701 CONTRA LOMA BLVD ANTIOCH, LLC (“Defendant Contra  
Loma”) is a California limited liability company that at all relevant times mentioned herein  
conducted and continues to conduct substantial and regular business throughout California.

1           5.     Defendant 3315 HIGH ST OAKLAND, LLC (“Defendant 3315 High Street”) is a  
2 California limited liability company that at all relevant times mentioned herein conducted and  
3 continues to conduct substantial and regular business throughout California.

4           6.     Defendant 2951 HIGH STREET OAKLAND LLC (“Defendant 2951 High Street”) is a  
5 California limited liability company that at all relevant times mentioned herein conducted and  
6 continues to conduct substantial and regular business throughout California.

7           7.     Defendant 11319 SAN PABLO AVE EL CERRITO, LLC (“Defendant 11319 San  
8 Pablo”) is a California limited liability company that at all relevant times mentioned herein  
9 conducted and continues to conduct substantial and regular business throughout California.

10          8.     Defendant 11687 SAN PABLO AVE EL CERRITO, LLC (“Defendant 11687 San  
11 Pablo”) is a California limited liability company that at all relevant times mentioned herein  
12 conducted and continues to conduct substantial and regular business throughout California.

13          9.     Defendant 1103 CURTNER AVE SAN JOSE, LLC (“Defendant Curtner”) is a  
14 California limited liability company that at all relevant times mentioned herein conducted and  
15 continues to conduct substantial and regular business throughout California.

16          10.    Defendant 1185 SOUTH DE ANZA BLVD. SAN JOSE, LLC (“Defendant South  
17 De Anza”) is a California limited liability company that at all relevant times mentioned herein  
18 conducted and continues to conduct substantial and regular business throughout California.

19          11.    Defendant 101 BAYSHORE BLVD SF, LLC (“Defendant Bayshore”) is a  
20 California limited liability company that at all relevant times mentioned herein conducted and  
21 continues to conduct substantial and regular business throughout California.

22          12.    Defendant 2145 MENDOCINO AVE SANTA ROSA, LLC (“Defendant  
23 Mendocino”) is a California limited liability company that at all relevant times mentioned herein  
24 conducted and continues to conduct substantial and regular business throughout California.

25          13.    Defendant 705 SHILOH ROAD WINDSOR, LLC (“Defendant Shiloh”) is a  
26 California limited liability company that at all relevant times mentioned herein conducted and  
27 continues to conduct substantial and regular business throughout California.

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1           14. Defendant 105 TIBURON BLVD TIBURON LLC (“Defendant Tiburon”) is a  
2 California limited liability company that at all relevant times mentioned herein conducted and  
3 continues to conduct substantial and regular business throughout California.

4           15. Defendant 6325 HWY 9 FELTON, LLC (“Defendant Highway 9”) is a California  
5 limited liability company that at all relevant times mentioned herein conducted and continues to  
6 conduct substantial and regular business throughout California.

7           16. Defendant 7719 SOQUEL DR. APTOS LLC (“Defendant Soquel”) is a California  
8 limited liability company that at all relevant times mentioned herein conducted and continues to  
9 conduct substantial and regular business throughout California.

10           17. Defendant 7110 CAMINO ARROYO GILROY, LLC (“Defendant Camino  
11 Arroyo”) is a California limited liability company that at all relevant times mentioned herein  
12 conducted and continues to conduct substantial and regular business throughout California.

13           18. Defendant 7110 CAMINO ARROYO GILROY 95020 LLC (“Defendant Camino  
14 Arroyo 95020”) is a California limited liability company that at all relevant times mentioned herein  
15 conducted and continues to conduct substantial and regular business throughout California.

16           19. Defendant 1501 E. MONTE VISTA AVE. VACAVILLE LLC (“Defendant Monte  
17 Vista”) is a California limited liability company that at all relevant times mentioned herein  
18 conducted and continues to conduct substantial and regular business throughout California.

19           20. Defendant 7474 REDWOOD BLVD (“Defendant Redwood”) is a California limited  
20 liability company that at all relevant times mentioned herein conducted and continues to conduct  
21 substantial and regular business throughout California.

22           21. PLAINTIFF alleges there has existed a unity of interest and ownership between  
23 Defendants such that any individuality and separateness between the entities has ceased and all  
24 Defendants are referred to herein as “DEFENDANT” and/or “DEFENDANTS.”

25           22. PLAINTIFF alleges that DOES 1-50 are the partners, agents, owners, or managers  
26 of DEFENDANTS at all relevant times. PLAINTIFF alleges there has existed a unity of interest  
27 and ownership between Defendant Salkhi, Defendant Foothill, Defendant Orchard, Defendant  
28 Contra Loma, Defendant 3315 High Street, Defendant 2951 High Street, Defendant 11319 San

1 Pablo, Defendant 11687 San Pablo, Defendant Curtner, Defendant South De Anza, Defendant  
2 Bayshore, Defendant Mendocino, Defendant Shiloh, Defendant Tiburon, Defendant Highway 9,  
3 Defendant Soquel, Defendant Camino Arroyo, Defendant Camino Arroyo 95020, Defendant Monte  
4 Vista, and Defendant Redwood such that any individuality and separateness between the entities  
5 has ceased. Defendant Salkhi, Defendant Foothill, Defendant Orchard, Defendant Contra Loma,  
6 Defendant 3315 High Street, Defendant 2951 High Street, Defendant 11319 San Pablo, Defendant  
7 11687 San Pablo, Defendant Curtner, Defendant South De Anza, Defendant Bayshore, Defendant  
8 Mendocino, Defendant Shiloh, Defendant Tiburon, Defendant Highway 9, Defendant Soquel,  
9 Defendant Camino Arroyo, Defendant Camino Arroyo 95020, Defendant Monte Vista, and  
10 Defendant Redwood are therefore alter egos of each other. Adherence to the fiction of the separate  
11 existence of DEFENDANTS would permit an abuse of the corporate privilege, and would promote  
12 injustice by protecting DEFENDANT from liability for the wrongful acts committed by them.

13 23. PLAINTIFF further alleges that DEFENDANTS are the alter egos of each other for  
14 the following reasons:

- 15 a. On the California Secretary of State's website (<https://businesssearch.sos.ca.gov/>)  
16 Defendant Salkhi, Defendant Foothill, Defendant Orchard, Defendant Contra Loma,  
17 Defendant 3315 High Street, Defendant 2951 High Street, Defendant 11319 San  
18 Pablo, Defendant 11687 San Pablo, Defendant Curtner, Defendant South De Anza,  
19 Defendant Bayshore, Defendant Mendocino, Defendant Shiloh, Defendant Tiburon,  
20 Defendant Highway 9, Defendant Soquel, Defendant Camino Arroyo, Defendant  
21 Camino Arroyo 95020, Defendant Monte Vista, and Defendant Redwood have the  
22 same entity address and/or mailing address and/or Agent for Service of Process;
- 23 b. On information and belief Defendant Salkhi, Defendant Foothill, Defendant  
24 Orchard, Defendant Contra Loma, Defendant 3315 High Street, Defendant 2951  
25 High Street, Defendant 11319 San Pablo, Defendant 11687 San Pablo, Defendant  
26 Curtner, Defendant South De Anza, Defendant Bayshore, Defendant Mendocino,  
27 Defendant Shiloh, Defendant Tiburon, Defendant Highway 9, Defendant Soquel,  
28 Defendant Camino Arroyo, Defendant Camino Arroyo 95020, Defendant Monte

1 Vista, and Defendant Redwood utilize the same standardized employment forms and  
2 issue the same employment policies and same pay stubs;

3 c. On information and belief Defendant Salkhi, Defendant Foothill, Defendant  
4 Orchard, Defendant Contra Loma, Defendant 3315 High Street, Defendant 2951  
5 High Street, Defendant 11319 San Pablo, Defendant 11687 San Pablo, Defendant  
6 Curtner, Defendant South De Anza, Defendant Bayshore, Defendant Mendocino,  
7 Defendant Shiloh, Defendant Tiburon, Defendant Highway 9, Defendant Soquel,  
8 Defendant Camino Arroyo, Defendant Camino Arroyo 95020, Defendant Monte  
9 Vista, and Defendant Redwood have an executive team which supervise and manage  
10 of all of DEFENDANTS' operations, supervised and managed the finances of all  
11 DEFENDANTS, supervised and managed the marketing of all DEFENDANTS,  
12 supervised and managed the human resources of all DEFENDANTS, and supervised  
13 and managed the cultivation operations, harvest operations, and product offerings of  
14 all DEFENDANTS.

15 24. PLAINTIFF alleges that DEFENDANTS' various separate corporate entities are  
16 used by an individual or individuals, or by another corporation, to accomplish inequitable purposes,  
17 including to limit liability for the unlawful acts of DEFENDANTS.

18 25. PLAINTIFF alleges that there is such a unity of interest and ownership between  
19 DEFENDANTS' various corporate entities that own DEFENDANTS' locations and the individual  
20 or individuals, or organization controlling those corporate entities that their separate personalities  
21 no longer exist.

22 26. PLAINTIFF further alleges that the failure to disregard the various corporate entities  
23 would promote injustice.

24 27. PLAINTIFF alleges that Defendant Salkhi, Defendant Foothill, Defendant Orchard,  
25 Defendant Contra Loma, Defendant 3315 High Street, Defendant 2951 High Street, Defendant  
26 11319 San Pablo, Defendant 11687 San Pablo, Defendant Curtner, Defendant South De Anza,  
27 Defendant Bayshore, Defendant Mendocino, Defendant Shiloh, Defendant Tiburon, Defendant  
28 Highway 9, Defendant Soquel, Defendant Camino Arroyo, Defendant Camino Arroyo 95020,

1 Defendant Monte Vista, and Defendant Redwood were the joint employers of PLAINTIFF as  
2 evidenced by the documents issued to PLAINTIFF, by the company PLAINTIFF performed work  
3 for respectively, and as these entities each exerted control over the hours, wages and/or working  
4 conditions of PLAINTIFF, and are therefore jointly responsible as employers for the conduct  
5 alleged herein as “DEFENDANTS.”

6 28. DEFENDANTS own and operate gas stations in California, including in the County  
7 of Alameda, where PLAINTIFF worked.

8 29. PLAINTIFF was employed by DEFENDANTS in California February of 2025 to  
9 April of 2025, as a non-exempt employee, paid on an hourly basis, and entitled to the legally  
10 required meal and rest periods and payment of minimum and overtime wages due for all time  
11 worked.

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

15 31. PLAINTIFF brings this Class Action on behalf of PLAINTIFF and a California  
16 class, defined as all persons who are or previously were employed by Defendant Salkhi and/or  
17 Defendant Foothill and/or Defendant Orchard and/or Defendant Contra Loma and/or Defendant  
18 3315 High Street and/or Defendant 2951 High Street and/or Defendant 11319 San Pablo and/or  
19 Defendant 11687 San Pablo and/or Defendant Curtner and/or Defendant South De Anza and/or  
20 Defendant Bayshore and/or Defendant Mendocino and/or Defendant Shiloh and/or Defendant  
21 Tiburon and/or Defendant Highway 9 and/or Defendant Soquel and/or Defendant Camino Arroyo  
22 and/or Defendant Camino Arroyo 95020 and/or Defendant Monte Vista and/or Defendant Redwood  
23 in California and classified as non-exempt employees (the “CALIFORNIA CLASS”) at any time  
24 during the period beginning four (4) years prior to the filing of this Complaint and ending on the  
25 date as determined by the Court (the “CLASS PERIOD”). The amount in controversy for the  
26 aggregate claim of the CALIFORNIA CLASS members is under five million dollars  
27 (\$5,000,000.00).

28

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

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

20           34. The agents, servants and/or employees of DEFENDANTS and each of them acting  
21 on behalf of DEFENDANTS acted within the course and scope of his, her, or its authority as the  
22 agent, servant and/or employee of DEFENDANTS, and personally participated in the conduct  
23 alleged herein on behalf of the DEFENDANTS with respect to the conduct alleged herein.  
24 Consequently, the acts of each DEFENDANT are legally attributable to the other DEFENDANTS  
25 and all DEFENDANTS are jointly and severally liable to PLAINTIFF and the other members of  
26 the CALIFORNIA CLASS, for the loss sustained as a proximate result of the conduct of the  
27 DEFENDANTS' agents, servants and/or employees.

28



1 **THE CONDUCT**

2 41. In violation of the applicable sections of the California Labor Code and the  
3 requirements of the Industrial Welfare Commission (“IWC”) Wage Order, DEFENDANTS as a  
4 matter of company policy, practice, and procedure, intentionally, knowingly, and systematically  
5 failed to provide legally compliant meal and rest periods, failed to accurately compensate  
6 PLAINTIFF and the other members of the CALIFORNIA CLASS for missed meal and rest periods,  
7 failed to pay PLAINTIFF and the other members of the CALIFORNIA CLASS for all time worked,  
8 failed to compensate PLAINTIFF and the other members of the CALIFORNIA CLASS for off-the-  
9 clock work, failed to pay PLAINTIFF and the other members of the CALIFORNIA CLASS  
10 overtime at the correct regular rate of pay, failed to compensate PLAINTIFF and the other members  
11 of the CALIFORNIA CLASS meal and rest premiums at the regular rate of pay, failed to pay  
12 PLAINTIFF and the other members of the CALIFORNIA CLASS redeemed sick pay at the regular  
13 rate of pay, failed to reimburse PLAINTIFF and the other members of the CALIFORNIA CLASS  
14 for business expenses, and failed to issue to PLAINTIFF and the other members of the  
15 CALIFORNIA CLASS accurate itemized wage statements showing, among other things, all  
16 applicable hourly rates in effect during the pay periods and the corresponding amount of time  
17 worked at each hourly rate. DEFENDANTS’ uniform policies and practices are intended to  
18 purposefully avoid the accurate and full payment for all time worked as required by California law  
19 which allows DEFENDANTS to illegally profit and gain an unfair advantage over competitors who  
20 comply with the law. To the extent equitable tolling operates to toll claims by the CALIFORNIA  
21 CLASS against DEFENDANTS, the CLASS PERIOD should be adjusted accordingly.

22 **A. Meal Period Violations**

23 42. Pursuant to the Industrial Welfare Commission Wage Orders, DEFENDANTS were  
24 required to pay PLAINTIFF and CALIFORNIA CLASS members for all their time worked,  
25 meaning the time during which an employee is subject to the control of an employer, including all  
26 the time the employee is suffered or permitted to work. From time to time during the CLASS  
27 PERIOD, DEFENDANTS required PLAINTIFF and CALIFORNIA CLASS members to work  
28 without paying them for all the time they were under DEFENDANTS’ control. Specifically,

1 DEFENDANTS required PLAINTIFF to work while clocked out during what was supposed to be  
2 PLAINTIFF'S off-duty meal break. Indeed, there were many days where PLAINTIFF did not even  
3 receive a partial lunch. As a result, PLAINTIFF and other CALIFORNIA CLASS members  
4 forfeited minimum wage and overtime compensation by regularly working without their time being  
5 accurately recorded and without compensation at the applicable minimum wage and overtime rates.  
6 DEFENDANTS' uniform policy and practice not to pay PLAINTIFF and other CALIFORNIA  
7 CLASS members for all time worked is evidenced by DEFENDANTS' business records.

8 43. From time to time during the CLASS PERIOD, as a result of their rigorous work  
9 schedules and DEFENDANTS' inadequate staffing practices, PLAINTIFF and other  
10 CALIFORNIA CLASS members were from time to time unable to take thirty (30) minute off-duty  
11 meal breaks and were not fully relieved of duty for their meal periods. PLAINTIFF and other  
12 CALIFORNIA CLASS members are required to perform work as ordered by DEFENDANTS for  
13 more than five (5) hours during some shifts without receiving a meal break. Further,  
14 DEFENDANTS failed to provide PLAINTIFF and CALIFORNIA CLASS members with a second  
15 off-duty meal period for some workdays in which these employees are required by DEFENDANTS  
16 to work ten (10) hours of work. The nature of the work performed by PLAINTIFF and other  
17 CALIFORNIA CLASS members does not qualify for the limited and narrowly construed "on-duty"  
18 meal period exception. When they were provided with meal periods, PLAINTIFF and other  
19 CALIFORNIA CLASS members were, from time to time, required to remain on premises, on duty  
20 and on call. DEFENDANTS' failure to provide PLAINTIFF and the CALIFORNIA CLASS  
21 members with legally required meal breaks is evidenced by DEFENDANTS' business records. As  
22 a result of their rigorous work schedules and DEFENDANTS' inadequate staffing, PLAINTIFF  
23 and other members of the CALIFORNIA CLASS therefore forfeit meal breaks without additional  
24 compensation and in accordance with DEFENDANTS' strict corporate policy and practice.

25 **B. Rest Period Violations**

26 44. From time to time during the CLASS PERIOD, PLAINTIFF and other  
27 CALIFORNIA CLASS members were also required to work in excess of four (4) hours without  
28 being provided ten (10) minute rest periods as a result of their rigorous work requirements and

1 DEFENDANTS' inadequate staffing. Further, for the same reasons, these employees were denied  
2 their first rest periods of at least ten (10) minutes for some shifts worked of at least two (2) to four  
3 (4) hours from time to time, a first and second rest period of at least ten (10) minutes for some shifts  
4 worked of between six (6) and eight (8) hours from time to time, and a first, second and third rest  
5 period of at least ten (10) minutes for some shifts worked of ten (10) hours or more from time to  
6 time. When they were provided with rest breaks, PLAINTIFF and other CALIFORNIA CLASS  
7 members were, from time to time, required to remain on premises, on duty and/or on call.  
8 PLAINTIFF and other CALIFORNIA CLASS members were also not provided with one-hour  
9 wages *in lieu* thereof. As a result of their rigorous work schedules and DEFENDANTS' inadequate  
10 staffing, PLAINTIFF and other CALIFORNIA CLASS members were from time to time denied  
11 their proper rest periods by DEFENDANTS and DEFENDANTS' managers.

12 **C. Unreimbursed Business Expenses**

13 45. DEFENDANTS as a matter of corporate policy, practice, and procedure,  
14 intentionally, knowingly, and systematically failed to reimburse and indemnify PLAINTIFF and  
15 the other CALIFORNIA CLASS members for required business expenses incurred by PLAINTIFF  
16 and other CALIFORNIA CLASS members in direct consequence of discharging their duties on  
17 behalf of DEFENDANTS. Under California Labor Code Section 2802, employers are required to  
18 indemnify employees for all expenses incurred in the course and scope of their employment.  
19 California Labor Code Section 2802 expressly states that "an employer shall indemnify his or her  
20 employee for all necessary expenditures or losses incurred by the employee in direct consequence  
21 of the discharge of his or her duties, or of his or her obedience to the directions of the employer,  
22 even though unlawful, unless the employee, at the time of obeying the directions, believed them  
23 to be unlawful."

24 46. In the course of their employment, DEFENDANTS required PLAINTIFF and other  
25 CALIFORNIA CLASS members to incur personal expenses for the use of their personal cell  
26 phones, as a result of and in furtherance of their job duties. Specifically, PLAINTIFF and other  
27 CALIFORNIA CLASS members were required to use their personal cell phones, in order to  
28 perform work related tasks. However, DEFENDANTS unlawfully failed to reimburse

1 PLAINTIFF and other CALIFORNIA CLASS members for the use of their personal cell phones.  
2 As a result, in the course of their employment with DEFENDANTS, PLAINTIFF and other  
3 CALIFORNIA CLASS members incurred unreimbursed business expenses that included, but were  
4 not limited to, costs related to the use of their personal cell phones, all on behalf of and for the  
5 benefit of DEFENDANTS.

6 **D. Wage Statement Violations**

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

15 48. From time to time during the CLASS PERIOD, when PLAINTIFF and other  
16 CALIFORNIA CLASS members missed meal and rest breaks, or were paid inaccurately for missed  
17 meal and rest period premiums, or were not paid for all hours worked, DEFENDANTS also failed  
18 to provide PLAINTIFF and other CALIFORNIA CLASS members with complete and accurate  
19 wage statements which failed to show, among other things, all deductions, the total hours worked  
20 and all applicable hourly rates in effect during the pay period and the corresponding amount of time  
21 worked at each hourly rate, correct rates of pay for penalty payments or missed meal and rest  
22 periods.

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

26 50. As a result, DEFENDANTS issued PLAINTIFF and other CALIFORNIA CLASS  
27 members with wage statements that violate California Labor Code section 226(a)(1)-(9). Further,  
28

1 DEFENDANTS' violations are knowing and intentional, and were not isolated due to an  
2 unintentional payroll error due to clerical or inadvertent mistake.

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

4 51. During the CLASS PERIOD, from time-to-time DEFENDANTS failed and  
5 continues to fail to accurately pay PLAINTIFF and other members of the CALIFORNIA CLASS  
6 for all hours worked.

7 52. During the CLASS PERIOD, from time-to-time DEFENDANTS required  
8 PLAINTIFF and other members of the CALIFORNIA CLASS to perform pre-shift or post-shift  
9 work, including but not limited to, sending and receiving work-related communications. This  
10 resulted in PLAINTIFF and other CALIFORNIA CLASS members having to work while off-the-  
11 clock.

12 53. DEFENDANTS directed and directly benefited from the undercompensated off-the-  
13 clock work performed by PLAINTIFF and the other CALIFORNIA CLASS members.

14 54. DEFENDANTS controlled the work schedules, duties, and protocols, applications,  
15 assignments, and employment conditions of PLAINTIFF and the other CALIFORNIA CLASS  
16 members.

17 55. DEFENDANTS were able to track the amount of time PLAINTIFF and the other  
18 members of the CALIFORNIA CLASS spent working; however, DEFENDANTS failed to  
19 document, track, or pay PLAINTIFF and the other members of the CALIFORNIA CLASS all  
20 wages earned and owed for all the work they performed.

21 56. PLAINTIFF and the other members of the CALIFORNIA CLASS were non-exempt  
22 employees, subject to the requirements of the California Labor Code.

23 57. DEFENDANTS' policies and practices deprived PLAINTIFF and the other  
24 CALIFORNIA CLASS members of all minimum regular, overtime, and double time wages owed  
25 for the off-the-clock work activities. Because PLAINTIFF and the other members of the  
26 CALIFORNIA CLASS typically worked over forty (40) hours in a workweek, and more than eight  
27 (8) hours per day, DEFENDANTS' policies and practices also deprived them of overtime pay.  
28

1           58. DEFENDANTS knew or should have known that PLAINTIFF’S and the other  
2 CALIFORNIA CLASS members’ off-the-clock work was compensable under the law.

3           59. As a result, PLAINTIFF and the other members of the CALIFORNIA CLASS  
4 forfeited wages due to them for all hours worked at DEFENDANTS’ direction, control, and benefit  
5 for the time spent working while off-the-clock, including but not limited to, sending and receiving  
6 work-related communications. DEFENDANTS’ uniform policy and practice to not pay  
7 PLAINTIFF and the members of the CALIFORNIA CLASS wages for all hours worked in  
8 accordance with applicable law is evidenced by DEFENDANTS’ business records.

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

11           60. From time to time during the CLASS PERIOD, DEFENDANTS failed and  
12 continues to fail to accurately calculate and pay PLAINTIFF and the other CALIFORNIA CLASS  
13 members for their overtime and double time hours worked, meal and rest period premiums, and  
14 redeemed sick pay. As a result, PLAINTIFF and the other CALIFORNIA CLASS members  
15 forfeited wages due to them for working overtime without compensation at the correct overtime  
16 and double time rates, meal and rest period premiums, and redeemed sick pay rates.  
17 DEFENDANTS’ uniform policy and practice not to pay the CALIFORNIA CLASS members at  
18 the correct rate for all overtime and double time worked, meal and rest period premiums, and sick  
19 pay in accordance with applicable law is evidenced by DEFENDANTS’ business records.

20           61. State law provides that employees must be paid overtime at one-and-one-half times  
21 their “regular rate of pay.” PLAINTIFF and other CALIFORNIA CLASS members were  
22 compensated at an hourly rate plus incentive pay that was tied to specific elements of an employee’s  
23 performance.

24           62. The second component of PLAINTIFF’S and other CALIFORNIA CLASS  
25 members’ compensation was DEFENDANTS’ non-discretionary incentive program that paid  
26 PLAINTIFF and other CALIFORNIA CLASS members incentive wages based on their  
27 performance for DEFENDANTS. The non-discretionary bonus program provided all employees  
28

1 paid on an hourly basis with bonus compensation when the employees met the various performance  
2 goals set by DEFENDANTS.

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

22         64. In violation of the applicable sections of the California Labor Code and the  
23 requirements of the Industrial Welfare Commission (“IWC”) Wage Order, DEFENDANTS as a  
24 matter of company policy, practice, and procedure, intentionally and knowingly failed to  
25 compensate PLAINTIFF and the other members of the CALIFORNIA CLASS at the correct rate  
26 of pay for all overtime and double time worked, meal and rest period premiums, and redeemed sick  
27 pay as required by California law which allowed DEFENDANTS to illegally profit and gain an  
28 unfair advantage over competitors who complied with the law. To the extent equitable tolling

1 operates to toll claims by the CALIFORNIA CLASS members against DEFENDANTS, the CLASS  
2 PERIOD should be adjusted accordingly.

3 **G. Unlawful Deductions**

4 65. DEFENDANTS, from time-to-time, unlawfully deducted wages from  
5 PLAINTIFF'S and CALIFORNIA CLASS members' pay without explanation and without  
6 authorization to do so or notice to PLAINTIFF and the CALIFORNIA CLASS members. As a  
7 result, DEFENDANTS violated Labor Code Section 221.

8 **H. Timekeeping Manipulation**

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

18 67. As a result, PLAINTIFF and other members of the CALIFORNIA CLASS, from  
19 time to time, forfeited time worked by working without their time being accurately recorded and  
20 without compensation at the applicable pay rates.

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

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

6           **I. Unlawful Rounding Practices**

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

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

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

26           72. Pursuant to California Labor Code Section 204, PLAINTIFF and the CALIFORNIA  
27 CLASS members were entitled to timely payment of wages during their employment. PLAINTIFF  
28 and the CALIFORNIA CLASS members, from time to time, did not receive payment of all wages,

1 including, but not limited to, overtime wages, minimum wages, meal period premium wages, and  
2 rest period premium wages within the permissible time period.

3 73. Pursuant to California Labor Code Section 201, “If an employer discharges an  
4 employee, the wages earned and unpaid at the time of discharge are due and payable immediately.”  
5 Pursuant to California Labor Code Section 202, if an employee quits his or her employment, “his  
6 or her wages shall become due and payable not later than 72 hours thereafter, unless the employee  
7 has given 72 hours previous notice of his or her intention to quit, in which case the employee is  
8 entitled to his or her wages at the time of quitting.” PLAINTIFF and the CALIFORNIA CLASS  
9 members were, from time to time, not timely provided the wages earned and unpaid at the time of  
10 their discharge and/or at the time of quitting, in violation of California Labor Code Sections 201  
11 and 202.

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

15 **K. Sick Pay Violations**

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

24 76. California Labor Code Section 246(i) requires an employer to furnish its employees  
25 with written wage statements setting forth the amount of paid sick leave available. From time to  
26 time, DEFENDANTS violated California Labor Code Section 246 by failing to furnish PLAINTIFF  
27 and other members of the CALIFORNIA CLASS with wage statements setting forth the amount of  
28 paid sick leave available.

1     **L. Reporting Time Violations**

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

18     **M. Failure to Provide Personnel Files**

19           78. On May 14, 2025, PLAINTIFF caused a written request via certified mail to be  
20 delivered to DEFENDANTS for PLAINTIFF'S personnel and employment records, including but  
21 not limited to: (1) payroll records; (2) employment contracts; (3) itemized pay stubs; (4) time  
22 records; and (5) PLAINTIFF'S complete employment file.

23           79. DEFENDANTS failed to provide and/or make available to PLAINTIFF their  
24 personnel records, payroll records, time records, employment contract, and entire employment file  
25 within thirty (30) days of their request stated above. In fact, as of the date of filing of this complaint,  
26 DEFENDANTS have still failed to pay PLAINTIFF the statutory penalty in the amount of \$750  
27 pursuant to California Labor Code Sections 226 and 1198.5. DEFENDANTS violated California  
28 Labor Code Sections 226, 432, and 1198.5 and the applicable IWC Wage Order by failing to  
respond and provide PLAINTIFF with their employment file. Labor Code Section 226(b) requires

1 employers to make payroll records available to employees upon reasonable request. Labor Code  
2 Section 226(c) further requires that the employer comply with the request for records as soon as  
3 practicable, but no later than twenty-one (21) calendar days from the date of request. Labor Code  
4 Section 226(f) entitles employees to recover civil penalties of \$750 against an employer who  
5 violates these requirements. Labor Code Section 432 also entitles an employee to receive copies of  
6 any signed documents related to the obtaining or holding of employment. Finally, pursuant to the  
7 applicable Industrial Welfare Commission wage orders, DEFENDANTS are required to maintain  
8 accurate records for employees, including time records, and such records must be made readily  
9 available for inspection by the employee upon a reasonable request. Section 1198.5 states that  
10 employees (and former employees) have the right to inspect personnel records maintained by the  
11 employer “related to the employee’s performance or to any grievance concerning the employee.”  
12 Employers must allow inspection or copying within thirty (30) days of the request. As a result,  
13 PLAINTIFF is now entitled to and requests injunctive relief to obtain compliance with California  
14 Labor Code Sections 226, 432, 1198.5 and the applicable IWC Wage Orders, and applicable  
15 statutory penalties and an award of attorneys’ fees and costs for bringing this action.

16 80. Specifically, as to PLAINTIFF, PLAINTIFF was from time to time unable to take  
17 off-duty meal and rest breaks and was not fully relieved of duty for their rest and meal periods.  
18 PLAINTIFF was required to perform work as ordered by DEFENDANTS for more than five (5)  
19 hours during a shift without receiving an off-duty meal break. Further, DEFENDANTS failed to  
20 provide PLAINTIFF with a second off-duty meal period each workday in which they were required  
21 by DEFENDANTS to work ten (10) hours of work. When DEFENDANTS provided PLAINTIFF  
22 with a rest break, they required PLAINTIFF to remain on premises, on-duty and on-call for the  
23 rest break. DEFENDANTS’ policy caused PLAINTIFF to remain on premises, on-call and on-  
24 duty during what was supposed to be their off-duty meal periods. PLAINTIFF therefore forfeited  
25 meal and rest breaks without additional compensation and in accordance with DEFENDANTS’  
26 strict corporate policy and practice. Moreover, DEFENDANTS also provided PLAINTIFF with  
27 paystubs that failed to comply with California Labor Code Section 226. Further, DEFENDANTS  
28 also failed to reimburse PLAINTIFF for required business expenses related to the personal  
expenses incurred for the use of their personal cell phone, on behalf of and in furtherance of their

1 employment with DEFENDANTS. Additionally, DEFENDANTS failed to provide and/or make  
2 available to PLAINTIFF their personnel records, payroll records, time records, employment  
3 contracts, and entire employment file within thirty (30) days of all their request on May 14, 2025.  
4 To date, DEFENDANTS have not fully paid PLAINTIFF the minimum, overtime and double time  
5 compensation still owed to PLAINTIFF, or any penalty wages owed to PLAINTIFF under  
6 California Labor Code Section 203. The amount in controversy for PLAINTIFF individually does  
7 not exceed the sum or value of \$75,000.

8 **CLASS ACTION ALLEGATIONS**

9 81. 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 Salkhi and/or  
11 Defendant Foothill and/or Defendant Orchard and/or Defendant Contra Loma and/or Defendant  
12 3315 High Street and/or Defendant 2951 High Street and/or Defendant 11319 San Pablo and/or  
13 Defendant 11687 San Pablo and/or Defendant Curtner and/or Defendant South De Anza and/or  
14 Defendant Bayshore and/or Defendant Mendocino and/or Defendant Shiloh and/or Defendant  
15 Tiburon and/or Defendant Highway 9 and/or Defendant Soquel and/or Defendant Camino Arroyo  
16 and/or Defendant Camino Arroyo 95020 and/or Defendant Monte Vista and/or Defendant Redwood  
17 in California and classified as non-exempt employees (the “CALIFORNIA CLASS”) at any time  
18 during the period beginning four (4) years prior to the filing of this Complaint and ending on the  
19 date as determined by the Court (the “CLASS PERIOD”).

20 82. PLAINTIFF and the other CALIFORNIA CLASS members have uniformly been  
21 deprived of wages and penalties from unpaid wages earned and due, including but not limited to  
22 unpaid minimum wages, unpaid overtime compensation, unpaid meal and rest period premiums,  
23 illegal meal and rest period policies, failure to reimburse for business expenses, failure to  
24 compensate for off-the-clock work, failure to provide accurate itemized wage statements, failure to  
25 maintain required records, and interest, statutory and civil penalties, attorney’s fees, costs, and  
26 expenses.

27 83. The members of the class are so numerous that joinder of all class members is  
28 impractical.

1           84.     Common questions of law and fact regarding DEFENDANTS’ conduct, including  
2 but not limited to, off-the-clock work, unpaid meal and rest period premiums, failure to accurately  
3 calculate the regular rate of pay for overtime compensation, failure to accurately calculate the  
4 regular rate of compensation for missed meal and rest period premiums, failure to provide legally  
5 compliant meal and rest periods, failure to reimburse for business expenses, failure to provide  
6 accurate itemized wage statements, and failure to ensure they are paid at least minimum wage and  
7 overtime, exist as to all members of the class and predominate over any questions affecting solely  
8 any individual members of the class. Among the questions of law and fact common to the class are:

- 9           a.     Whether DEFENDANTS maintained legally compliant meal period policies and  
10           practices;
- 11           b.     Whether DEFENDANTS maintained legally compliant rest period policies and  
12           practices;
- 13           c.     Whether DEFENDANTS failed to pay PLAINTIFF and the CALIFORNIA CLASS  
14           members accurate premium payments for missed meal and rest periods;
- 15           d.     Whether DEFENDANTS failed to pay PLAINTIFF and the CALIFORNIA CLASS  
16           members accurate overtime wages;
- 17           e.     Whether DEFENDANTS failed to pay PLAINTIFF and the CALIFORNIA CLASS  
18           members at least minimum wage for all hours worked;
- 19           f.     Whether DEFENDANTS failed to compensate PLAINTIFF and the CALIFORNIA  
20           CLASS members for required business expenses;
- 21           g.     Whether DEFENDANTS issued legally compliant wage statements;
- 22           h.     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           i.     Whether DEFENDANTS committed an act of unfair competition by systematically  
26           failing to record all meal and rest breaks missed by PLAINTIFF and other  
27           CALIFORNIA CLASS members, even though DEFENDANTS enjoyed the benefit  
28

1 of this work, required employees to perform this work and permits or suffers to  
2 permit this work;

3 j. Whether DEFENDANTS committed an act of unfair competition in violation of  
4 California Business and Professions Code Sections 17200, *et seq.* (the “UCL”), by  
5 failing to provide PLAINTIFF and the other members of the CALIFORNIA CLASS  
6 with the legally required meal and rest periods.

7 85. PLAINTIFF is a member of the CALIFORNIA CLASS and suffered damages as a  
8 result of DEFENDANTS’ conduct and actions alleged herein.

9 86. PLAINTIFF’S claims are typical of the claims of the CALIFORNIA CLASS, and  
10 PLAINTIFF has the same interests as the other members of the class.

11 87. PLAINTIFF will fairly and adequately represent and protect the interests of the  
12 CALIFORNIA CLASS members.

13 88. PLAINTIFF retained able class counsel with extensive experience in class action  
14 litigation.

15 89. Further, PLAINTIFF’S interests are coincident with, and not antagonistic to, the  
16 interest of the other CALIFORNIA CLASS members.

17 90. There is a strong community of interest among PLAINTIFF and the members of the  
18 CALIFORNIA CLASS to, *inter alia*, ensure that the combined assets of DEFENDANTS are  
19 sufficient to adequately compensate the members of the CALIFORNIA CLASS for the injuries  
20 sustained.

21 91. The questions of law and fact common to the CALIFORNIA CLASS members  
22 predominate over any questions affecting only individual members, including legal and factual  
23 issues relating to liability and damages.

24 92. A class action is superior to other available methods for the fair and efficient  
25 adjudication of this controversy because joinder of all class members is impractical. Moreover,  
26 since the damages suffered by individual members of the class may be relatively small, the expense  
27 and burden of individual litigation makes it practically impossible for the members of the class  
28 individually to redress the wrongs done to them. Without class certification and determination of

1 declaratory, injunctive, statutory, and other legal questions within the class format, prosecution of  
2 separate actions by individual members of the CALIFORNIA CLASS will create the risk of:

- 3 a. Inconsistent or varying adjudications with respect to individual members of the  
4 CALIFORNIA CLASS which would establish incompatible standards of conduct  
5 for the parties opposing the CALIFORNIA CLASS; and/or,
- 6 b. Adjudication with respect to individual members of the CALIFORNIA CLASS  
7 which would, as a practical matter, be dispositive of the interests of the other  
8 members not party to the adjudication or substantially impair or impede their ability  
9 to protect their interests.

10 93. Class treatment provides manageable judicial treatment calculated to bring an  
11 efficient and rapid conclusion to all litigation of all wage and hour related claims arising out of the  
12 conduct of DEFENDANTS.

13 **FIRST CAUSE OF ACTION**

14 **Unlawful Business Practices**

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

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

17 94. 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 95. DEFENDANTS are each a “person” as that term is defined under California  
21 Business and Professions Code Section 17201.

22 96. California Business and Professions Code Sections 17200, *et seq.* (the “UCL”)  
23 defines unfair competition as any unlawful, unfair, or fraudulent business act or practice. Section  
24 17203 authorizes injunctive, declaratory, and/or other equitable relief with respect to unfair  
25 competition as follows:

26 Any person who engages, has engaged, or proposes to engage in unfair competition  
27 may be enjoined in any court of competent jurisdiction. The court may make such  
28 orders or judgments, including the appointment of a receiver, as may be necessary to  
prevent the use or employment by any person of any practice which constitutes unfair  
competition, as defined in this chapter, or as may be necessary to restore to any person

1 in interest any money or property, real or personal, which may have been acquired  
2 by means of such unfair competition. (Cal. Bus. & Prof. Code § 17203).

3 97. By the conduct alleged herein, DEFENDANTS have engaged and continue to  
4 engage in business practices which violate California law, including but not limited to, the  
5 applicable Wage Order(s), the California Code of Regulations and the California Labor Code  
6 including Sections 201, 202, 203, 204, 210, 226.7, 510, 512, 558, 1194, 1197, 1197.1, 1198, and  
7 2802, for which this Court should issue declaratory and other equitable relief pursuant to California  
8 Business and Professions Code Section 17203 as may be necessary to prevent and remedy the  
9 conduct held to constitute unfair competition, including restitution of wages wrongfully withheld.

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

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

24 100. By the conduct alleged herein, DEFENDANTS' practices were also unlawful,  
25 unfair, and deceptive in that DEFENDANTS' employment practices caused PLAINTIFF and the  
26 other members of the CALIFORNIA CLASS to be underpaid during their employment with  
27 DEFENDANTS.

28 101. By the conduct alleged herein, DEFENDANTS' practices were also unfair and  
deceptive in that DEFENDANTS' uniform policies, practices and procedures failed to provide

1 mandatory meal and/or rest breaks to PLAINTIFF and the CALIFORNIA CLASS members as  
2 required by California Labor Code Sections 226.7 and 512.

3 102. Therefore, PLAINTIFF demands on behalf of PLAINTIFF and on behalf of each  
4 CALIFORNIA CLASS member, one (1) hour of pay for each workday in which an off-duty meal  
5 period was not timely provided for each five (5) hours of work, and/or one (1) hour of pay for each  
6 workday in which a second off-duty meal period was not timely provided for each ten (10) hours  
7 of work.

8 103. PLAINTIFF further demands on behalf of PLAINTIFF and on behalf of each  
9 CALIFORNIA CLASS member, one (1) hour of pay for each workday in which a rest period was  
10 not timely provided as required by law.

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

17 105. All the acts described herein as violations of, among other things, the Industrial  
18 Welfare Commission Wage Orders, the California Code of Regulations, and the California Labor  
19 Code, were unlawful and in violation of public policy, were immoral, unethical, oppressive, and  
20 unscrupulous, were deceptive, and thereby constitute unlawful, unfair, and deceptive business  
21 practices in violation of California Business and Professions Code Sections 17200, *et seq.*

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

27 107. PLAINTIFF and the other members of the CALIFORNIA CLASS are further  
28 entitled to, and do, seek a declaration that the described business practices are unlawful, unfair, and

1 deceptive, and that injunctive relief should be issued restraining DEFENDANTS from engaging in  
2 any unlawful and unfair business practices in the future.

3 108. PLAINTIFF and the other members of the CALIFORNIA CLASS have no plain,  
4 speedy and/or adequate remedy at law that will end the unlawful and unfair business practices of  
5 DEFENDANTS. Further, the practices herein alleged presently continue to occur unabated. As a  
6 result of the unlawful and unfair business practices described herein, PLAINTIFF and the other  
7 members of the CALIFORNIA CLASS have suffered and will continue to suffer irreparable legal  
8 and economic harm unless DEFENDANTS are restrained from continuing to engage in these  
9 unlawful and unfair business practices.

10 **SECOND CAUSE OF ACTION**

11 **Failure To Pay Minimum Wages**

12 **(Cal. Lab. Code §§ 1194, 1197 and 1197.1)**

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

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

17 110. PLAINTIFF and the other members of the CALIFORNIA CLASS bring a claim for  
18 DEFENDANTS' willful and intentional violations of the California Labor Code and the Industrial  
19 Welfare Commission requirements for DEFENDANTS' failure to accurately calculate and pay  
20 minimum wages to PLAINTIFF and CALIFORNIA CLASS members.

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

23 112. California Labor Code Section 1197 provides the minimum wage for employees  
24 fixed by the commission is the minimum wage to be paid to employees, and the payment of a lesser  
25 wage than the minimum so fixed is unlawful.

26 113. California Labor Code Section 1194 establishes an employee's right to recover  
27 unpaid wages, including minimum wage compensation and interest thereon, together with the costs  
28 of suit.

1           114. DEFENDANTS maintained a uniform wage practice of paying PLAINTIFF and the  
2 other members of the CALIFORNIA CLASS without regard to the correct amount of time they  
3 work. As set forth herein, DEFENDANTS' uniform policy and practice was to unlawfully and  
4 intentionally deny timely payment of wages due to PLAINTIFF and the other members of the  
5 CALIFORNIA CLASS.

6           115. DEFENDANTS' uniform pattern of unlawful wage and hour practices manifested,  
7 without limitation, applicable to the CALIFORNIA CLASS as a whole, as a result of implementing  
8 a uniform policy and practice that denies accurate compensation to PLAINTIFF and the other  
9 members of the CALIFORNIA CLASS in regard to minimum wage pay.

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

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

19           118. During the CLASS PERIOD, PLAINTIFF and the other members of the  
20 CALIFORNIA CLASS were paid less for time worked than they were entitled to, constituting a  
21 failure to pay all earned wages.

22           119. 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 time they worked, PLAINTIFF and the other members of the CALIFORNIA CLASS have suffered  
25 and will continue to suffer an economic injury in amounts which are presently unknown to them,  
26 and which will be ascertained according to proof at trial.

27           120. DEFENDANTS knew or should have known that PLAINTIFF and the other  
28 members of the CALIFORNIA CLASS were under-compensated for their time worked.

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

6 121. 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.

14 122. PLAINTIFF and the other members of the CALIFORNIA CLASS therefore request  
15 recovery of all unpaid 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 minimum wage compensation is determined  
18 to be owed to the CALIFORNIA CLASS members who have terminated their employment,  
19 DEFENDANTS' conduct also violates Labor Code Sections 201 and/or 202, and therefore these  
20 individuals are also entitled to waiting time penalties under California Labor Code Section 203,  
21 which penalties are sought herein on behalf of these CALIFORNIA CLASS members.  
22 DEFENDANTS' conduct as alleged herein was willful, intentional and not in good faith. Further,  
23 PLAINTIFF and other CALIFORNIA CLASS members are entitled to seek and recover statutory  
24 costs.

25  
26  
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1 **THIRD CAUSE OF ACTION**

2 **Failure To Pay Overtime Compensation**

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

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

5 123. 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.

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

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

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

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

23 128. During the CLASS PERIOD, PLAINTIFF and CALIFORNIA CLASS members  
24 were required by DEFENDANTS to work for DEFENDANTS and were not paid for all the time  
25 they worked, including overtime work.

26 129. DEFENDANTS' uniform pattern of unlawful wage and hour practices manifested,  
27 without limitation, applicable to the CALIFORNIA CLASS as a whole, as a result of implementing  
28 a uniform policy and practice that failed to accurately record overtime worked by PLAINTIFF and

1 other CALIFORNIA CLASS members and denied accurate compensation to PLAINTIFF and the  
2 other members of the CALIFORNIA CLASS for overtime worked, including, the overtime work  
3 performed in excess of eight (8) hours in a workday, and/or twelve (12) hours in a workday, and/or  
4 forty (40) hours in any workweek.

5 130. In committing these violations of the California Labor Code, DEFENDANTS  
6 inaccurately recorded overtime worked and consequently underpaid the overtime worked by  
7 PLAINTIFF and other CALIFORNIA CLASS members. DEFENDANTS acted in an illegal  
8 attempt to avoid the payment of all earned wages, and other benefits in violation of the California  
9 Labor Code, the Industrial Welfare Commission requirements and other applicable laws and  
10 regulations.

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

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

22 133. During the CLASS PERIOD, PLAINTIFF and the other members of the  
23 CALIFORNIA CLASS were paid less for overtime worked than they were entitled to, constituting  
24 a failure to pay all earned wages.

25 134. DEFENDANTS failed to accurately pay PLAINTIFF and the other members of the  
26 CALIFORNIA CLASS overtime wages for the time they worked which was in excess of the  
27 maximum hours permissible by law as required by California Labor Code Sections 510, 1194, and  
28 1198, even though PLAINTIFF and the other members of the CALIFORNIA CLASS were

1 regularly required to work, and did in fact work overtime, and did in fact work overtime as to which  
2 DEFENDANTS failed to accurately record and pay as evidenced by DEFENDANTS' business  
3 records and witnessed by employees.

4 135. 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 amount of overtime they worked, PLAINTIFF and the other members of the CALIFORNIA  
7 CLASS have suffered and will continue to suffer an economic injury in amounts which are presently  
8 unknown to them, and which will be ascertained according to proof at trial.

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

16 137. 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.

24 138. Therefore, PLAINTIFF and the other members of the CALIFORNIA CLASS request  
25 recovery of overtime 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 overtime compensation is determined to be  
28 owed to the CALIFORNIA CLASS members who have terminated their employment,

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

6 **FOURTH CAUSE OF ACTION**

7 **Failure To Provide Required Meal Periods**

8 **(Cal. Lab. Code §§ 226.7 & 512)**

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

10 139. 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.

13 140. During the CLASS PERIOD, DEFENDANTS failed to provide all the legally  
14 required off-duty meal breaks to PLAINTIFF and the other CALIFORNIA CLASS members as  
15 required by the applicable Wage Order and Labor Code. The nature of the work performed by  
16 PLAINTIFF and CALIFORNIA CLASS members did not prevent these employees from being  
17 relieved of all of their duties for the legally required off-duty meal periods. As a result of their  
18 rigorous work schedules, PLAINTIFF and other CALIFORNIA CLASS members were often not  
19 fully relieved of duty by DEFENDANTS for their meal periods. Additionally, DEFENDANTS’  
20 failure to provide PLAINTIFF and the CALIFORNIA CLASS members with legally required meal  
21 breaks prior to their fifth (5th) hour of work is evidenced by DEFENDANTS’ business records.  
22 Further, DEFENDANTS failed to provide PLAINTIFF and CALIFORNIA CLASS members with  
23 a second off-duty meal period in some workdays in which these employees were required by  
24 DEFENDANTS to work ten (10) hours of work. As a result, PLAINTIFF and other members of  
25 the CALIFORNIA CLASS forfeited meal breaks without additional compensation and in  
26 accordance with DEFENDANTS’ strict corporate policy and practice.

27 141. DEFENDANTS further violated California Labor Code Section 226.7 and the  
28 applicable IWC Wage Order by failing to compensate PLAINTIFF and CALIFORNIA CLASS

1 members who were not provided a meal period, in accordance with the applicable Wage Order, one  
2 additional hour of compensation at each employee's regular rate of pay for each workday that a  
3 meal period was not provided.

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

7 **FIFTH CAUSE OF ACTION**

8 **Failure To Provide Required Rest Periods**

9 **(Cal. Lab. Code §§ 226.7 & 512)**

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

11 143. 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.

14 144. From time to time, PLAINTIFF and other CALIFORNIA CLASS members were  
15 required to work in excess of four (4) hours without being provided ten (10) minute rest periods.  
16 Further, these employees were denied their first rest periods of at least ten (10) minutes for some  
17 shifts worked of at least two (2) to four (4) hours, a first and second rest period of at least ten (10)  
18 minutes for some shifts worked of between six (6) and eight (8) hours, and a first, second and third  
19 rest period of at least ten (10) minutes for some shifts worked of ten (10) hours or more. PLAINTIFF  
20 and other CALIFORNIA CLASS members were also not provided with one-hour wages *in lieu*  
21 thereof. As a result of their rigorous work schedules, PLAINTIFF and other CALIFORNIA CLASS  
22 members were periodically denied their proper rest periods by DEFENDANTS and  
23 DEFENDANTS' managers. In addition, DEFENDANTS failed to compensate PLAINTIFF and  
24 other CALIFORNIA CLASS members for their rest periods as required by the applicable Wage  
25 Order and Labor Code. As a result, DEFENDANTS' failure to provide PLAINTIFF and the  
26 CALIFORNIA CLASS members with all the legally required paid rest periods is evidenced by  
27 DEFENDANTS' business records.  
28



- 1 g. the name of the employee and his or her Social Security number, except that by
- 2 January 1, 2008, only the last four digits of his or her Social Security number or an
- 3 employee identification number other than Social Security number may be shown
- 4 on the itemized statement,
- 5 h. the name and address of the legal entity that is the employer, and
- 6 i. all applicable hourly rates in effect during the pay period and the corresponding
- 7 number of hours worked at each hourly rate by the employee.

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

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

20 151. DEFENDANTS knowingly and intentionally failed to comply with California Labor  
21 Code Section 226(a)(1)-(9), causing injury and damages to PLAINTIFF and the other members of  
22 the CALIFORNIA CLASS. These damages include, but are not limited to, costs expended  
23 calculating the correct wages for all missed meal and rest breaks and the amount of employment  
24 taxes which were not properly paid to state and federal tax authorities. These damages are difficult  
25 to estimate. Therefore, PLAINTIFF and the other members of the CALIFORNIA CLASS may elect  
26 to recover liquidated damages of fifty dollars (\$50.00) for the initial pay period in which the  
27 violation occurred, and one hundred dollars (\$100.00) for each violation in a subsequent pay period  
28 pursuant to California Labor Code Section 226, in an amount according to proof at the time of trial

1 (but in no event more than four thousand dollars (\$4,000.00) for PLAINTIFF and each respective  
2 member of the CALIFORNIA CLASS herein).

3 **SEVENTH CAUSE OF ACTION**

4 **Failure To Pay Wages When Due**

5 **(Cal. Lab. Code § 203)**

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

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

10 153. California Labor Code Section 200 provides that:

11 As used in this article:

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

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

21 155. California Labor Code Section 202 provides, in relevant part, that:

22 If an employee not having a written contract for a definite period quits his or her  
23 employment, his or her wages shall become due and payable not later than 72 hours  
24 thereafter, unless the employee has given 72 hours previous notice of his or her  
25 intention to quit, in which case the employee is entitled to his or her wages at the time  
26 of quitting. Notwithstanding any other provision of law, an employee who quits without  
27 providing a 72-hour notice shall be entitled to receive payment by mail if he or she so  
28 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.

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

31 157. California Labor Code Section 203 provides:

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

1 who quits, the wages of the employee shall continue as a penalty from the due date  
2 thereof at the same rate until paid or until an action therefor is commenced; but the  
3 wages shall not continue for more than 30 days.

4 158. The employment of PLAINTIFF and many CALIFORNIA CLASS members  
5 terminated, and DEFENDANTS have not tendered payment of wages to these employees who  
6 missed meal and rest breaks, as required by law.

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

### 13 **EIGHTH CAUSE OF ACTION**

#### 14 **Failure To Reimburse Employees for Required Expenses**

15 **(Cal. Lab. Code § 2802)**

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

17 160. 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.

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

26 162. From time to time during the CLASS PERIOD, DEFENDANTS violated California  
27 Labor Code Section 2802, by failing to indemnify and reimburse PLAINTIFF and the  
28 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  
their personal cell phones, all on behalf of and for the benefit of DEFENDANTS. Specifically,

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

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

### 16 **NINTH CAUSE OF ACTION**

#### 17 **Failure To Permit Inspection of Employee Records**

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

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

20 164. 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.

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

27 166. Labor Code Section 432 also entitles an employee to receive copies of any signed  
28 documents related to the obtaining or holding of employment.

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

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

8           169. On May 14, 2025, PLAINTIFF caused a written request via certified mail to be  
9 delivered to DEFENDANTS for PLAINTIFF’S personnel and employment records, including but  
10 not limited to: (1) payroll records; (2) employment contracts; (3) itemized pay stubs; (4) time  
11 records; and (5) PLAINTIFF’S complete employment file.

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

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

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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, Eighth, and  
17 Ninth Causes of Action asserted by the CALIFORNIA CLASS as a class action  
18 pursuant 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 the Ninth Cause of Action

- a. For an award of statutory damages as pled pursuant to Labor Code §§ 226 and 1198.5.
- b. For an injunction compelling production of PLAINTIFF’S employment records 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: April 3, 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 3, 2026

**ZAKAY LAW GROUP, APLC**

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