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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF ALAMEDA

AMANAT WAGE AND HOUR CASES

Underlying Cases:

Quezada v Amanat, et al., Superior Court of California for the County of Alameda, Case No. 22CV005346
Department 17
Honorable Sarah Sandford-Smith

Meza v Central Coast Restaurants, Inc., et al., Superior Court of California for the County of Santa Clara, Case No. 22CV402523
Department 19
Honorable Theodore C. Zayner

Tizapantzi v. Amanat, Inc., Superior Court of California for the County of Stanislaus, Case No. CV-22-004544
Department 21
Honorable John R. Mayne.

Case No.: JCCP5323
Underlying Case No. 22CV005346

FIRST AMENDED COMPLAINT FOR ENFORCEMENT UNDER THE PRIVATE ATTORNEYS GENERAL ACT, CALIFORNIA LABOR CODE § 2698, ET SEQ.

Violation of California Labor Code § 2698, et seq. (California Labor Code Private Attorneys General Act of 2004)

DEMAND FOR JURY TRIAL

COMES NOW, Plaintiff KYLEE QUEZADA ("Plaintiff"), individually, and on behalf of other aggrieved employees pursuant to the California Private Attorneys General Act, and alleges as follows:

JURISDICTION AND VENUE

1. This representative action is brought pursuant to the California Labor Code section 2698, et seq. The civil penalties sought by Plaintiff exceed the minimal jurisdiction limits of the Superior Court and will be established according to proof at trial.

2. This Court has jurisdiction over this action pursuant to the California Constitution, Article VI, Section 10, which grants the superior court "original jurisdiction in all other causes" except those given by statute to other courts. The statutes under which this action is brought do not specify any other basis for jurisdiction.

3. This Court has jurisdiction over Defendants because, upon information and belief, each Defendant is a citizen of California, has sufficient minimum contacts in California, or otherwise intentionally avails itself of the California market so as to render the exercise of jurisdiction over it by the California courts consistent with traditional notions of fair play and substantial justice.

4. Venue is proper in this Court because, upon information and belief, each Defendant maintains offices, has agents, and/or transacts business in the State of California, including the County of Alameda. The majority of the acts and omissions alleged herein relating to Plaintiff and the other aggrieved employees took place in the State of California, including the County of Alameda. At all relevant times, Defendants maintained their headquarters/"nerve center" within the State of California, County of Alameda.

PARTIES

5. Plaintiff KYLEE QUEZADA is an individual residing in the State of California.

6. Defendant AMANAT, INC. at all times herein mentioned, was and is, upon information and belief, a California corporation, and at all times herein mentioned, an employer whose employees are engaged throughout the State of California, including the

County of Alameda.

7. Defendant ANAND, INC. at all times herein mentioned, was and is, upon information and belief, a California corporation, and at all times herein mentioned, an employer whose employees are engaged throughout the State of California, including the County of Alameda.

8. Defendant AKKAM, INC. at all times herein mentioned, was and is, upon information and belief, a California corporation, and at all times herein mentioned, an employer whose employees are engaged throughout the State of California, including the County of Alameda.

9. Defendant CENTRAL COAST RESTAURANTS, INC. at all times herein mentioned, was and is, upon information and belief, a California corporation, and at all times herein mentioned, an employer whose employees are engaged throughout the State of California, including the County of Alameda.

10. Defendant NOR-CAL VENTURE GROUP, INC. at all times herein mentioned, was and is, upon information and belief, a California corporation, and at all times herein mentioned, an employer whose employees are engaged throughout the State of California, including the County of Alameda.

11. Defendant AV INC. at all times herein mentioned, was and is, upon information and belief, a California corporation, and at all times herein mentioned, an employer whose employees are engaged throughout the State of California, including the County of Alameda.

12. Defendant RESHAM, INC. at all times herein mentioned, was and is, upon information and belief, a California corporation, and at all times herein mentioned, an employer whose employees are engaged throughout the State of California, including the County of Alameda.

13. Defendant GOLDEN STATE CAFE, INC. at all times herein mentioned, was and is, upon information and belief, a California corporation, and at all times herein mentioned, an employer whose employees are engaged throughout the State of California,

including the County of Alameda.

14. Defendant PARIVAR, INC. at all times herein mentioned, was and is, upon information and belief, a California corporation, and at all times herein mentioned, an employer whose employees are engaged throughout the State of California, including the County of Alameda.

15. Defendant VANIL, INC. at all times herein mentioned, was and is, upon information and belief, a California corporation, and at all times herein mentioned, an employer whose employees are engaged throughout the State of California, including the County of Alameda.

16. Defendant RESHIV, INC. at all times herein mentioned, was and is, upon information and belief, a California corporation, and at all times herein mentioned, an employer whose employees are engaged throughout the State of California, including the County of Alameda.

17. Defendant VANMEL, INC. at all times herein mentioned, was and is, upon information and belief, a California corporation, and at all times herein mentioned, an employer whose employees are engaged throughout the State of California, including the County of Alameda.

18. Defendant VARRIS MANAGEMENT, INC. at all times herein mentioned, was and is, upon information and belief, a California corporation, and at all times herein mentioned, an employer whose employees are engaged throughout the State of California, including the County of Alameda.

19. Defendant VANSH, INC. at all times herein mentioned, was and is, upon information and belief, a California corporation, and at all times herein mentioned, an employer whose employees are engaged throughout the State of California, including the County of Alameda.

20. Defendant YADAV ENTERPRISES, INC. at all times herein mentioned, was and is, upon information and belief, a California corporation, and at all times herein mentioned, an employer whose employees are engaged throughout the State of California,

including the County of Alameda.

21. Defendant YADAV, INC. at all times herein mentioned, was and is, upon information and belief, a California corporation, and at all times herein mentioned, an employer whose employees are engaged throughout the State of California, including the County of Alameda.

22. Defendant CAL VALLEY JACK, INC. at all times herein mentioned, was and is, upon information and belief, a California corporation, and at all times herein mentioned, an employer whose employees are engaged throughout the State of California, including the County of Alameda.

23. Defendant GOLDEN STATE JACKS, INC. at all times herein mentioned, was and is, upon information and belief, a Nevada corporation, and at all times herein mentioned, an employer whose employees are engaged throughout the State of California, including the County of Alameda.

24. Defendant NORTH BAY JACK, INC. at all times herein mentioned, was and is, upon information and belief, a California corporation, and at all times herein mentioned, an employer whose employees are engaged throughout the State of California, including the County of Alameda.

25. Defendant SOUTH BAY JACK, INC. at all times herein mentioned, was and is, upon information and belief, a California corporation, and at all times herein mentioned, an employer whose employees are engaged throughout the State of California, including the County of Alameda.

26. Defendant SHIV LEGACY LLC. at all times herein mentioned, was and is, upon information and belief, a California limited liability company, and at all times herein mentioned, an employer whose employees are engaged throughout the State of California, including the County of Alameda.

27. Defendant TURLOCK JACK, LLC at all times herein mentioned, was and is, upon information and belief, a California corporation, and at all times herein mentioned, an employer whose employees are engaged throughout the State of California, including the

County of Alameda.

28. Defendant YP 486, LLC at all times herein mentioned, was and is, upon information and belief, a California limited liability company, and at all times herein mentioned, an employer whose employees are engaged throughout the State of California, including the County of Alameda.

29. Defendant YP JACKS LLC at all times herein mentioned, was and is, upon information and belief, a California limited liability company, and at all times herein mentioned, an employer whose employees are engaged throughout the State of California, including the County of Alameda.

30. Defendant ANIL YADAV at all times herein relevant was acting either individually or as an officer, owner, director, agent or employee of Defendants AMANAT, INC., ANAND, INC., AKKAM, INC., CENTRAL COAST RESTAURANTS, INC., NOR-CAL VENTURE GROUP, INC., AV INC., RESHAM, INC., GOLDEN STATE CAFE, INC., PARIVAR, INC., VANIL, INC., RESHIV, INC., VANMEL, INC., VARRIS MANAGEMENT, INC., VANSH, INC., YADAV ENTERPRISES, INC., YADAV, INC., CAL VALLEY JACK, INC., GOLDEN STATE JACKS, INC., NORTH BAY JACK, INC., SOUTH BAY JACK, INC., SHIV LEGACY, LLC; TURLOCK JACK, LLC, YP 486, LLC., and YP JACKS LLC who caused and continues to cause all of the wage and hour violations alleged herein against the aggrieved employees, including without limitation violations of Labor Code Section 558 and 1197.1.

31. At all relevant times, Defendants AMANAT, INC., ANAND, INC., AKKAM, INC., CENTRAL COAST RESTAURANTS, INC., NOR-CAL VENTURE GROUP, INC., AV INC., RESHAM, INC., GOLDEN STATE CAFE, INC., PARIVAR, INC., VANIL, INC., RESHIV, INC., VANMEL, INC., VARRIS MANAGEMENT, INC., VANSH, INC., YADAV ENTERPRISES, INC., YADAV, INC., CAL VALLEY JACK, INC., GOLDEN STATE JACKS, INC., NORTH BAY JACK, INC., SOUTH BAY JACK, INC., SHIV LEGACY, LLC; TURLOCK JACK, LLC, YP 486, LLC., and YP JACKS LLC were the "employer" of Plaintiff within the meaning of all applicable state laws and statutes.

32. At all times herein relevant, AMANAT, INC., ANAND, INC., AKKAM, INC., CENTRAL COAST RESTAURANTS, INC., NOR-CAL VENTURE GROUP, INC., AV INC., RESHAM, INC., GOLDEN STATE CAFE, INC., PARIVAR, INC., VANIL, INC., RESHIV, INC., VANMEL, INC., VARRIS MANAGEMENT, INC., VANSH, INC., YADAV ENTERPRISES, INC., YADAV, INC., ANIL YADAV, CAL VALLEY JACK, INC., GOLDEN STATE JACKS, INC., NORTH BAY JACK, INC., SOUTH BAY JACK, INC., SHIV LEGACY, LLC; TURLOCK JACK, LLC, YP 486, LLC., YP JACKS LLC, and DOES 1 through 100, and each of them, were the agents, partners, joint venturers, joint employers, representatives, servants, employees, successors-in-interest, co-conspirators and assigns, each of the other, and at all times relevant hereto were acting within the course and scope of their authority as such agents, partners, joint venturers, representatives, servants, employees, successors, co-conspirators and/or assigns, and all acts or omissions alleged herein were duly committed with the ratification, knowledge, permission, encouragement, authorization and/or consent of each defendant designated as a DOE herein.

33. The true names and capacities, whether corporate, associate, individual or otherwise, of defendants DOES 1 through 100, inclusive, are unknown to Plaintiff who sues said defendants by such fictitious names. Plaintiff is informed and believes, and based on that information and belief alleges, that each of the defendants designated as a DOE is legally responsible for the events and happenings referred to in this Complaint, and unlawfully caused the injuries and damages to Plaintiff as alleged in this Complaint. Plaintiff will seek leave of court to amend this Complaint to show the true names and capacities when the same have been ascertained.

34. AMANAT, INC., ANAND, INC., AKKAM, INC., CENTRAL COAST RESTAURANTS, INC., NOR-CAL VENTURE GROUP, INC., AV INC., RESHAM, INC., GOLDEN STATE CAFE, INC., PARIVAR, INC., VANIL, INC., RESHIV, INC., VANMEL, INC., VARRIS MANAGEMENT, INC., VANSH, INC., YADAV ENTERPRISES, INC., YADAV, INC., ANIL YADAV, CAL VALLEY JACK, INC., GOLDEN STATE JACKS, INC., NORTH BAY JACK, INC., SOUTH BAY JACK, INC., SHIV LEGACY, LLC;

TURLOCK JACK, LLC, YP 486, LLC., YP JACKS LLC and DOES 1 through 100 will hereinafter collectively be referred to as "Defendants."

35. Plaintiff further alleges that Defendants including the unknown defendants identified as DOES, directly or indirectly controlled or affected the working conditions, wages, working hours, and conditions of employment of Plaintiff and the other aggrieved employees so as to make each of said Defendants employers and employers liable under the statutory provisions set forth herein.

PAGA ALLEGATIONS

36. At all times herein set forth, PAGA was applicable to Plaintiff's employment by Defendants.

37. At all times herein set forth, PAGA provides that any provision of law under the California Labor Code that provides for a civil penalty to be assessed and collected by the LWDA for violations of the California Labor Code may, as an alternative, be recovered through a civil action brought by an aggrieved employee on behalf of herself and other current or former employees pursuant to procedures outlined in California Labor Code section 2699.3.

38. Pursuant to PAGA, a civil action under PAGA may be brought by an "aggrieved employee," who is any person that was employed by the alleged violator and against whom one or more of the alleged violations was committed.

39. Plaintiff was employed by Defendants and the alleged violation was committed against her during her time of employment and she is, therefore, an aggrieved employee. Plaintiff and the other employees are "aggrieved employees" as defined by California Labor Code section 2699(c) in that they are all current or former employees of Defendants, and one or more of the alleged violations were committed against them.

40. Pursuant to California Labor Code sections 2699.3 and 2699.5, an aggrieved employee, including Plaintiff, may pursue a civil action arising under PAGA after the following requirements have been met:

a. The aggrieved employee shall give written notice by online submission

(hereinafter "Employee's Notice") to the Labor & Workforce Development Agency (hereinafter "LWDA") and by U.S. Certified Mail to the employer of the specific provisions of the California Labor Code alleged to have been violated, including the facts and theories to support the alleged violations.

b. The LWDA shall provide notice (hereinafter "LWDA Notice") to the employer and the aggrieved employee by certified mail that it does not intend to investigate the alleged violation within sixty (60) calendar days of the postmark date of the Employee's Notice. Upon receipt of the LWDA Notice, or if the LWDA Notice is not provided within sixty-five (65) calendar days of the postmark date of the Employee's Notice, the aggrieved employee may commence a civil action pursuant to California Labor Code section 2699 to recover civil penalties in addition to any other penalties to which the employee may be entitled.

41. On November 9, 2021, Plaintiff provided written notice by online submission to the LWDA and by U.S. Certified Mail to Defendants AMANAT, INC., ANAND, INC., AKKAM, INC., CENTRAL COAST RESTAURANTS, INC., NOR-CAL VENTURE GROUP, INC., AV INC., RESHAM, INC., GOLDEN STATE CAFE, INC., PARIVAR, INC., VANIL, INC., RESHIV, INC., VANMEL, INC., VARRIS MANAGEMENT, INC., VANSH, INC., YADAV ENTERPRISES, INC., YADAV, INC. and ANIL YADAV of the specific provisions of the California Labor Code alleged to have been violated, including the facts and theories to support the alleged violations (the "Original PAGA Notice"). Plaintiff did not receive a response from the LWDA to the Original PAGA Notice within sixty-five (65) calendar days of the date that Plaintiff submitted her Original PAGA Notice.

42. On June 10, 2026, Plaintiff provided written notice by online submission to the LWDA and by U.S. Certified Mail to Defendants AMANAT, INC., ANAND, INC., AKKAM, INC., CENTRAL COAST RESTAURANTS, INC., NOR-CAL VENTURE GROUP, INC., AV INC., RESHAM, INC., GOLDEN STATE CAFE, INC., PARIVAR, INC.,

VANIL, INC., RESHIV, INC., VANMEL, INC., VARRIS MANAGEMENT, INC., VANSH, INC., YADAV ENTERPRISES, INC., YADAV, INC., ANIL YADAV, CAL VALLEY JACK, INC., GOLDEN STATE JACKS, INC., NORTH BAY JACK, INC., SOUTH BAY JACK, INC., SHIV LEGACY, LLC; TURLOCK JACK, LLC, YP 486, LLC., YP JACKS LLC (the "Amended PAGA Notice"), which included additional facts and theories, and substituted specific entities that only were previously identified, generally, as "affiliates" or "subsidiaries," of the Defendants that were named in the Original PAGA Notice. Plaintiff has not received a response from the LWDA to the Amended PAGA Notice within sixty-five (65) calendar days of the date that Plaintiff submitted her Amended PAGA Notice.

43. Therefore, Plaintiff has satisfied the administrative prerequisites under California Labor Code section 2699.3(a) to recover civil penalties against Defendants for violations of California Labor Code sections 96, 98, 98.6, 200, 201, 201.3, 202, 203, 204, 210, 216, 218.5, 218.6, 221, 223, 224, 226, 226.2, 226.3, 226(a), 226.7, 227.3, 232, 232.5, 245, 245.8, 246, 351, 432, 432.5, 432.7, 510, 512(a), 516, 551, 552, 558, 558.1, 1174(d), 1174(3), 1174.5, 1182, 1194, 1197, 1197.1, 1197.14, 1197.5, 1198, 1198.5, 1199, 1527, 2800, 2802, 2804, 2810.5, 3366, 3457, 6400, 6401, 6401.7, 6401.9, 6317, 6402, 6403, 6407, and 8397.4.

GENERAL ALLEGATIONS

44. At all relevant times set forth herein, Defendants employed Plaintiff and other aggrieved hourly-paid or non-exempt employees who worked for any of the Defendants in the State of California (hereinafter collectively referred to as the "other aggrieved employees").

45. Defendants, jointly and severally, employed Plaintiff as an hourly-paid, non-exempt employee from approximately June 2020 to approximately September 2021 in the State of California.

46. Defendants hired Plaintiff and the other aggrieved employees, and failed to compensate them for all hours worked, missed meal periods or rest breaks.

47. Defendants had the authority to hire and terminate Plaintiff and the other

aggrieved employees, to set work rules and conditions governing Plaintiff's and the other aggrieved employees' employment, and to supervise their daily employment activities.

48. Defendants exercised sufficient authority over the terms and conditions of Plaintiff's and the other aggrieved employees' employment for them to be joint employers of Plaintiff and the other aggrieved employees.

49. Defendants directly hired and paid wages and benefits to Plaintiff and the other aggrieved employees.

50. Defendants continue to employ hourly-paid or non-exempt employees, within the State of California.

51. Plaintiff and the other aggrieved employees worked over eight (8) hours in a day, and/or forty (40) hours in a week during their employment with Defendants.

52. Plaintiff is informed and believes, and based thereon alleges, that Defendants engaged in a uniform policy and systematic scheme of wage abuse against their hourly-paid or non-exempt employees. This scheme involved, *inter alia*, failing to pay them for all hours worked and for missed (short, late, interrupted, and altogether missed) meal periods and rest breaks in violation of California law.

53. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew or should have known that Plaintiff and the other aggrieved employees were entitled to receive certain wages for overtime compensation and that they were not receiving wages for overtime compensation.

54. Plaintiff is informed and believes, and based thereon alleges, that Defendants failed to provide Plaintiff and the other aggrieved employees the required rest and meal periods during the relevant time period as required under the Industrial Welfare Commission Wage Orders and thus they are entitled to any and all applicable penalties.

55. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew or should have known that Plaintiff and the other aggrieved employees were entitled to receive all meal periods or payment of one additional hour of pay at Plaintiff's and the other aggrieved employee's regular rate of pay when a meal period was missed, and they did not

receive all meal periods or payment of one additional hour of pay at Plaintiff's and the other aggrieved employee's regular rate of pay when a meal period was missed.

56. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew or should have known that Plaintiff and the other aggrieved employees were entitled to receive all rest periods or payment of one additional hour of pay at Plaintiff's and the other aggrieved employees' regular rate of pay when a rest period was missed, and they did not receive all rest periods or payment of one additional hour of pay at Plaintiff's and the other aggrieved employees' regular rate of pay when a rest period was missed.

57. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew or should have known that Plaintiff and the other aggrieved employees were entitled to receive at least minimum wages for compensation and that they were not receiving at least minimum wages for all hours worked.

58. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew or should have known that Plaintiff and the other aggrieved employees were entitled to receive all wages owed to them upon discharge or resignation, including overtime and minimum wages and meal and rest period premiums, and they did not, in fact, receive all such wages owed to them at the time of their discharge.

59. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew or should have known that Plaintiff and the other aggrieved employees were entitled to receive all wages owed to them during their employment. Plaintiff and the other aggrieved employees did not receive payment of all wages, including overtime and minimum wages and meal and rest period premiums, within any time permissible under California Labor Code section 204.

60. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew or should have known that Plaintiff and the other aggrieved employees were entitled to receive complete and accurate wage statements in accordance with California law, but, in fact, they did not receive complete and accurate wage statements from Defendants. The deficiencies included, *inter alia*, the failure to include the total number of hours worked by

Plaintiff and the other aggrieved employees.

61. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew or should have known that Defendants had to keep complete and accurate payroll records for Plaintiff and the other aggrieved employees in accordance with California law, but, in fact, did not keep complete and accurate payroll records.

62. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew or should have known that Plaintiff and the other aggrieved employees were entitled to reimbursement for necessary business-related expenses and costs.

63. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew or should have known that they had a duty to compensate Plaintiff and the other aggrieved employees pursuant to California law, and that Defendants had the financial ability to pay such compensation, but willfully, knowingly, and intentionally failed to do so, and falsely represented to Plaintiff and the other aggrieved employees that they were properly denied wages, all in order to increase Defendants' profits.

64. At all material times set forth herein, Defendants failed to pay overtime wages to Plaintiff and the other aggrieved employees. Plaintiff and the other aggrieved employees were required to work more than eight (8) hours per day and/or forty (40) hours per week without overtime compensation.

65. At all material times set forth herein, Defendants failed to provide uninterrupted meal and rest periods to Plaintiff and the other aggrieved employees.

66. At all material times set forth herein, Defendants failed to pay Plaintiff and the other aggrieved employees at least minimum wages for all hours worked.

67. At all material times set forth herein, Defendants failed to pay Plaintiff and the other aggrieved employees all wages owed to them upon discharge or resignation.

68. At all material times set forth herein, Defendants failed to pay Plaintiff and the other aggrieved employees all unearned vacation pay or paid time off owed to them upon discharge or resignation.

69. At all material times set forth herein, Defendants failed to pay Plaintiff and the

other aggrieved employees' wages within any time permissible under California law, including, *inter alia*, California Labor Code section 204.

70. At all material times set forth herein, Defendants failed to pay wages to the aggrieved employees who worked as temporary employees on a weekly basis, did not pay them in full, and made unlawful deductions and/or withholdings from those wages.

71. At all material times set forth herein, Defendants failed to provide complete and accurate wage statements to Plaintiff and the other aggrieved employees.

72. At all material times set forth herein, Defendants failed to keep complete and accurate payroll records for Plaintiff and the other aggrieved employees.

73. At all material times set forth herein, Defendants failed to reimburse Plaintiff and the other aggrieved employees for necessary business-related expenses and costs.

74. At all material times set forth herein, Defendants prevented Plaintiff and the other aggrieved employees from using or disclosing the skills, knowledge, and experience obtained for purposes of competing with employer, including, without limitation, preventing employees from disclosing their wages in negotiating a new job with a prospective employer, and from disclosing who else works at employers and under what circumstances they might be receptive to an offer from a rival employer.

75. At all material times set forth herein, Defendants did not provide paid sick leave to Plaintiff and the other aggrieved employees, and/or improperly calculated the sick leave accrual and the sick leave rate of pay by failing at times to base the accrued sick leave hours on the correct number of hours into the sick leave rate calculation.

76. At all material times set forth herein, Defendants knowingly required Plaintiff and the other aggrieved employees to agree to terms or conditions of employment that are known to be unlawful, including unlawful credit checks, background checks, and unlawful inquiries into criminal history.

77. At all material times set forth herein, Defendants paid aggrieved employees for "substantially similar work" differently based on gender, race, and ethnicity.

78. At all material times set forth herein, Defendants required Plaintiff and the

other aggrieved employees to share tips with their employer, improperly pooled tips, and/or deducted amounts from their tips that were the sole property of the employee who earned them.

79. At all material times set forth herein, Defendants did not provide aggrieved employees with copies of their employment records within 30 calendar days from receiving written requests.

80. At all material times set forth herein, Defendants: (a) did not furnish a safe and healthful place of employment for Plaintiff and the other aggrieved employees, and required or permitted aggrieved employees to be in unsafe and unhealthy places of employment, in violation of sections 6400 and 6402; (b) did not furnish aggrieved employees with reasonable safety devices or implement safeguards to render their places of employment safe and healthful, in violation of section 6401 and 6403; (c) did not maintain an effective injury prevention program for aggrieved employees, in violation of section 6401.7; (d) did not maintain an effective workplace violence protection plan, in violation of section 6401.9, (e) maintained policies or procedures that violated Health and Safety Code section 25910, in violation of sections 6317 and 6407; and (f) did not provide adequate and readily accessible sanitation facilities nor establish regular servicing and cleaning schedules for the same, in violation of section 8397.4.

81. At all material times set forth herein, Defendants failed to comply with the requirements of Section 14(A) of Wage Order 7 by failing to provide suitable seating to Ms. Quezada and the other aggrieved employees who performed duties that reasonably permitted the use of seats, even though the nature of their work reasonably permitted the use of seats.

82. At all material times set forth herein, Defendants failed to comply with the requirements of Section 14(B) of Wage Orders 7 by failing to provide suitable seating to Plaintiff and the other aggrieved employees when they were not engaged in the active duties of their employment and the nature of the work required standing, and that Defendants failed to provide an adequate number of suitable seats placed in reasonable proximity to the work area and further failed to permit Plaintiff and the other aggrieved employees to use such seats

when it did not interfere with the performance of their duties.

83. At all material times set forth herein, Defendants failed to provide aggrieved employees with a reasonable amount of breaktime for lactation purposes and failed to provide safe, healthy, private lactation rooms.

84. At all material times set forth herein, Defendants failed to properly compensate Plaintiff and the other aggrieved employees pursuant to California law in order to increase Defendants' profits.

85. California Labor Code section 218 states that noting in Article 1 of the Labor Code shall limit the right of any wage claimant to "sue directly . . . for any wages or penalty due to him [or her] under this article."

FIRST CAUSE OF ACTION

Violation of California Labor Code § 2698, et seq.

(Against AMANAT, INC., ANAND, INC., AKKAM, INC., CENTRAL COAST RESTAURANTS, INC., NOR-CAL VENTURE GROUP, INC., AV INC., RESHAM, INC., GOLDEN STATE CAFE, INC., PARIVAR, INC., VANIL, INC., RESHIV, INC., VANMEL, INC., VARRIS MANAGEMENT, INC., VANSH, INC., YADAV ENTERPRISES, INC., YADAV, INC., ANIL YADAV and DOES 1 through 100)

86. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 64, and each and every part thereof with the same force and effect as though fully set forth herein.

87. PAGA expressly establishes that any provision of the California Labor Code which provides for a civil penalty to be assessed and collected by the LWDA, or any of its departments, divisions, commissions, boards, agencies or employees for a violation of the California Labor Code, may be recovered through a civil action brought by an aggrieved employee on behalf of himself or herself, and other current or former employees.

88. Whenever the LWDA, or any of its departments, divisions, commissions, boards, agencies, or employees has discretion to assess a civil penalty, a court in a civil action is authorized to exercise the same discretion, subject to the same limitations and

conditions, to assess a civil penalty.

89. Plaintiff and the other hourly-paid or non-exempt employees are "aggrieved employees" as defined by California Labor Code section 2699(c) in that they are all current or former employees of Defendants, and one or more of the alleged violations was committed against them.

Failure to Pay Overtime

90. Defendants' failure to pay legally required overtime wages to Plaintiff and the other aggrieved employees is in violation of the Wage Orders and constitutes unlawful or unfair activity prohibited by California Labor Code sections 510 and 1198.

Failure to Provide Meal Periods

91. Defendants' failure to provide legally required meal periods to Plaintiff and the other aggrieved employees is in violation of the Wage Orders and constitutes unlawful or unfair activity prohibited by California Labor Code sections 226.7 and 512(a).

Failure to Provide Rest Periods

92. Defendants' failure to provide legally required rest periods to Plaintiff and the other aggrieved employees is in violation of the Wage Orders and constitutes unlawful or unfair activity prohibited by California Labor Code section 226.7.

Failure to Pay Minimum Wages

93. Defendants' failure to pay legally required minimum wages to Plaintiff and the other aggrieved employees is in violation of the Wage Orders and constitutes unlawful or unfair activity prohibited by California Labor Code sections 1194, 1197 and 1197.1.

Failure to Timely Pay Wages Upon Termination

94. Defendants' failure to timely pay wages, including vacation pay, to Plaintiff and the other aggrieved employees upon termination in accordance with Labor Code sections 201 and 202 constitutes unlawful and/or unfair activity prohibited by California Labor Code sections 201, 202, and 227.3.

Failure to Timely Pay Wages During Employment

95. Defendants' failure to timely pay wages to Plaintiff and the other aggrieved

employees during employment, without unlawful deductions or withholdings, constitutes unlawful and/or unfair activity prohibited by California Labor Code sections 204, 221, 223, and 224.

Failure to Provide Complete and Accurate Wage Statements

96. Defendants' failure to provide complete and accurate wage statements to Plaintiff and the other aggrieved employees in accordance with Labor Code section 226(a) constitutes unlawful and/or unfair activity prohibited by California Labor Code section 226(a).

Failure to Keep Complete and Accurate Payroll Records

97. Defendants' failure to keep complete and accurate payroll records relating to Plaintiff and the other aggrieved employees in accordance with California Labor Code section 1174(d) constitutes unlawful and/or unfair activity prohibited by California Labor Code sections 1174(d), 1174.5, 1198, and 1199, and the applicable Wage Orders.

Failure to Reimburse Necessary Business-Related Expenses and Costs

98. Defendants' failure to reimburse Plaintiff and the other aggrieved employees for necessary business-related expenses and costs in accordance with California Labor Code sections 2800 and 2802 constitutes unlawful and/or unfair activity prohibited by California Labor Code sections 2800 and 2802.

Unlawful Restrictions on Competitive Activity and Rights to Disclose Working Conditions

99. By preventing Plaintiff and the other aggrieved employees from using or disclosing the skills, knowledge, and experience obtained for purposes of competing with employer, including, without limitation, preventing employees from disclosing their wages in negotiating a new job with a prospective employer, and from disclosing who else worked for Defendants and under what circumstances they might be receptive to an offer from a rival employer, Defendants have engaged in unlawful and/or unfair activity prohibited by California Labor Code sections 98.6, 232, 232.5, and 1197.5.

Failure to Provide Proper Sick Leave

100. Defendants' failure to provide proper paid sick leave to their employees, which must be accrued and paid as required, identified on wage statements, properly calculated by amounts of accrual and rate of pay, constitutes unlawful and/or unfair activity prohibited by California Labor Code sections 245-245.8, and 246.

Unlawful Employment Terms and Improper Background Checks

101. By requiring employees to agree terms and conditions of employment that are known to be unlawful, including unlawful credit checks, background checks, and unlawful inquiries into criminal history, Defendants engaged in unlawful and/or unfair activity prohibited by California Labor Code sections 432.5 and 432.7.

Imposing Unlawful Employment Terms and Improper Background Checks

102. Defendants' failure to pay their employees equally for "substantially similar work," regardless of their gender, race, or ethnicity constitutes unlawful and/or unfair activity prohibited by California Labor Code section 1197.5.

Unlawful Tip Pooling

103. By subjecting aggrieved employees to an unlawful tip pooling policy and practice, Defendants engaged in unlawful and/or unfair activity prohibited by Labor Code section 351.

Untimely Responses to Requests for Personnel Files

104. Defendants' failure to provide aggrieved employees with copies of their employment records within 30 calendar days from receiving written requests constitutes unlawful and/or unfair activity prohibited by California Labor Code section 1198.5.

Unsafe and Unhealthy Working Conditions

105. Defendants' failure to: (a) furnish a safe and healthful place of employment for aggrieved employees: (b) furnish aggrieved employees with reasonable safety devices or implement safeguards to render their places of employment safe and healthful; (c) maintain an effective injury prevention program for aggrieved employees; (d) maintain an effective workplace violence protection plan, (e) maintain policies or procedures in compliance with Health and Safety Code section 25910, and (f) provide adequate and readily accessible

sanitation facilities or establish regular servicing and cleaning schedules for the same constitutes unlawful and/or unfair activity prohibited by California Labor Code sections 1527, 3366, 3457, 6317, 6400, 6401, 6401.7, 6401.9, 6402, 6403, 6407, and 8397.4.

Failure to Provide Suitable Seating

106. Defendants' failure to provide an adequate number of suitable seats placed in reasonable proximity to the work area and failure to permit aggrieved employees to use such seats when it did not interfere with the performance of their duties constitutes unlawful and/or unfair activity prohibited by California Labor Code section 1198.

Failure to Provide Suitable Seating

107. Defendants' failure to provide employees with a reasonable amount of breaktime for lactation purposes, and failure to provide safe, healthy, private lactation rooms constitutes unlawful and/or unfair activity prohibited by California Labor Code sections 1030 and 1031.

108. Pursuant to California Labor Code section 2699, Plaintiff, individually, and on behalf of all aggrieved employees, requests and is entitled to recover from Defendants and each of them, attorneys' fees and costs pursuant to California Labor Code section 218.5, as well as all penalties pursuant to PAGA against Defendants, and each of them, including but not limited to:

a. Penalties under California Labor Code section 2699 in the amount of a hundred dollars ($100) for each aggrieved employee per pay period for the initial violation, and two hundred dollars ($200) for each aggrieved employee per pay period for each subsequent violation;

b. Penalties under California Code of Regulations Title 8 section 11010 et seq. in the amount of fifty dollars ($50) for each aggrieved employee per pay period for the initial violation, and one hundred dollars ($100) for each aggrieved employee per pay period for each subsequent violation;

c. Penalties under California Labor Code section 210 in addition to, and entirely independent and apart from, any other penalty provided in the

California Labor Code in the amount of a hundred dollars ($100) for each aggrieved employee per pay period for the initial violation, and two hundred dollars ($200) for each aggrieved employee per pay period for each subsequent violation; and

d. Any and all additional penalties and sums as provided by the California Labor Code and/or other statutes.

109. Pursuant to California Labor Code section 2699(i), civil penalties recovered by aggrieved employees shall be distributed as follows: seventy-five percent (75%) to the Labor and Workforce Development Agency for the enforcement of labor laws and education of employers and employees about their rights and responsibilities and twenty-five percent (25%) to the aggrieved employees.

110. Further, Plaintiff is entitled to seek and recover reasonable attorneys' fees and costs pursuant to California Labor Code sections 210, 218.5 and 2699 and any other applicable statute.

DEMAND FOR JURY TRIAL

Plaintiff, individually, and on behalf of other aggrieved employees pursuant to the California Private Attorneys General Act, requests a trial by jury.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff, individually, and on behalf of other aggrieved employees pursuant to the Private Attorneys General Act, prays for relief and judgment against Defendants, jointly and severally, in excess of twenty-five thousand dollars ($25,000):

As to the First Cause of Action

1. For civil penalties pursuant to California Labor Code sections 2699(a), (f), (g) and 558, costs/expenses, and attorneys' fees for violation of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802; and

2. For such other and further relief as the Court may deem equitable and appropriate.

DATED: October 14, 2026

SWEENY LAW, PC

By: 

Charles T. Sweeny
Attorneys for Plaintiff