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Assigned for All Purposes

Judge David A. Hoffer

CX-103

Attorneys for Plaintiff AHMAD SARI KASSEM, individually,
and in his representative capacity as private attorney general

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF ORANGE

AHMAD SARI KASSEM, individually,
and in his representative capacity as private
attorney general,

Plaintiff,

v.

THE PITTSBURGH PAINTS CO., a
Delaware Corporation; and DOES 1
through 50, inclusive,

Defendants.

Case No. 30-2025-01493868-CU-OE-CXC

COMPLAINT FOR:

**Civil Penalties Under Private Attorneys’
General Act, Labor Code Section 2698 *et seq.***

DEMAND FOR JURY TRIAL

Plaintiff AHMAD SARI KASSEM (“Plaintiff”), individually, and in his representative capacity
as private attorney general, asserts claims against Defendant THE PITTSBURGH PAINTS CO., a
Delaware corporation (“Defendant”), and DOES 1 through 50, inclusive as follows:

INTRODUCTION

1. This is a representative action for recovery of penalties under the Private Attorneys’
General Act of 2004 (“PAGA”), Cal. Lab. Code section 2698 *et seq.* PAGA permits “aggrieved
employees” to bring a lawsuit as a representative action on behalf of themselves and all other current and
former aggrieved employees, to recover civil penalties and address an employer’s violations of the
California Labor Code.

2. Plaintiff brings this action pursuant to the PAGA on a representative basis on behalf of all non-exempt employees working directly or indirectly for Defendant in the State of California (the “Aggrieved Employees”) from one year prior to the filing of the PAGA notice to the conclusion of this action.

3. Plaintiff brings this action on behalf of himself and the Aggrieved Employees to recover civil penalties and address Defendant's violations of the California Labor Code and the IWC Wage Orders.

4. In this case, Defendant violated various provisions of the California Labor Code and IWC Wage Orders. Defendant's violations include: (1) failure to pay minimum wages; (2) failure to pay overtime wages; (3) failure to provide meal periods; (4) failure to authorize and permit rest periods; (5) failure to timely pay wages owed during employment; (6) failure to provide accurate itemized employee wage statements; (7) failure to reimburse necessary expenses; (8) failure to keep accurate records; and (9) failure to provide required information at the time of hiring.

5. This action is timely because Plaintiff suffered from a violation or numerous violations of the California Labor Code within one year of the date on which a PAGA notice was sent to the LWDA via online submission. More than 65 days have passed, and no response has been received by the LWDA. Plaintiff thereby satisfied the notice requirement under the statute and is permitted to proceed with this action in a representative capacity.

JURISDICTION AND VENUE

6. This Court has jurisdiction over this action pursuant to the California Constitution Article VI §10, which grants the California Superior Court original jurisdiction in all causes except those given by statute to other courts.

7. Further, there is no federal question at issue, as the issues herein are based solely on California statutes and law, including the Labor Code, IWC Wage Orders, the California Code of Civil Procedure, the California Civil Code, and the California Business and Professions Code.

8. Venue is proper in this Court because, upon information and belief, Defendant maintains offices, have agents, employ individuals, and/or transact business in the State of California, County of Orange. Moreover, many of the acts, events, and violations alleged herein relating to Plaintiff occurred in the State of California, County of San Orange.

PARTIES

9. Defendant The Pittsburgh Paints Co. ("PPC") is a Delaware company in good standing and authorized to do business throughout the state. Defendant PPC was and is, upon information and belief, at all times hereinafter mentioned, an employer whose employees are engaged throughout this county and the State of California.

10. Plaintiff is and during the liability period has been, a resident of California.

11. Plaintiff was employed by Defendant during the liability period as an hourly, non-exempt employee.

12. Plaintiff and the members of the aggrieved group were employed, directly or indirectly, by Defendant as non-exempt employees in the State of California from one year prior to the filing of the PAGA notice to the conclusion of this action.

13. Whenever in this Complaint reference is made to any act, deed, or conduct of Defendant, the allegation means that Defendant engaged in the act, deed, or conduct by or through one or more of Defendant's officers, directors, agents, employees, or representatives, who was actively engaged in the management, direction, control, or transaction of the ordinary business and affairs of Defendant.

14. The true names and capacities of Defendants, whether individual, corporate, associate, or otherwise, sued herein as DOES 1 through 50, inclusive, are currently unknown to Plaintiff, who therefore sue Defendants by such fictitious names under Code of Civil Procedure § 474. Plaintiff will seek leave of court to amend this Complaint to reflect the true names and capacities of the Defendants designated hereinafter as DOES when such identities become known.

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

16. Plaintiff is further informed and believes, and thereon alleges, that at all times material herein, each Defendant was completely dominated and controlled by its co-Defendants and each was the alter ego of the other. Whenever and wherever reference is made in this complaint to any conduct by

1 Defendant or Defendants, such allegations and references shall also be deemed to mean the conduct of
2 each of the Defendants, acting individually, jointly, and severally. Whenever and wherever reference is
3 made to individuals who are not named as Defendants in this complaint, but were employees and/or
4 agents of Defendants, such individuals, at all relevant times acted on behalf of Defendants named in this
5 complaint within the scope of their respective employments.

6 **FACTUAL ALLEGATIONS**

7 17. During the relevant time frame, Defendant compensated Plaintiff and the Aggrieved
8 Employees based upon an hourly wage.

9 18. Plaintiff and the Aggrieved Employees were, and at all times pertinent hereto, have been
10 non-exempt employees within the meaning of the California Labor Code, and the implementing rules
11 and regulations of the IWC California Wage Orders. They are subject to the protections of the IWC
12 Wage Orders and the Labor Code.

13 19. During the relevant period, Plaintiff has been employed by Defendant in an hourly, non-
14 exempt position from December 2021 through the present.

15 20. Plaintiff has generally worked approximately 5 days per week, and over 8 hours per day,
16 typically exceeding 50 hours per week.

17 21. In his position, Plaintiff plays a role in sales, consumer relationship management, and
18 business development for Defendant. He spends the majority of his time working in PPC's stores.

19 22. Plaintiff is informed and believes, and thereon alleges, that Defendant is and are advised
20 by skilled lawyers and other professionals, employees, and advisors with knowledge of the requirements
21 of California's wage and employment laws.

22 23. All Aggrieved Employees, including Plaintiff, are similarly situated in that they are all
23 subject to Defendant's uniform policies and systemic practices as specified herein.

24 24. Plaintiff and the Aggrieved Employees were not properly compensated for all hours
25 worked, in part because they were frequently required to work off the clock, including during purported
26 meal periods and for pre and post shift work.

27 25. In addition, the Aggrieved Employees frequently worked in excess of eight (8) hours a
28 day and/or over forty (40) hours in a work week, but were not properly paid for such time at a rate of
time and one-half the employee's regular rate of pay per hour. Plaintiff and the Aggrieved Employees

1 also often worked in excess of twelve (12) hours in one day and/or over eight (8) hours on the seventh
2 day of the workweek, but were not properly paid for such time at a rate of two times the employee's
3 regular rate of pay per hour.

4 26. Plaintiff and the Aggrieved Employees were paid incentives, bonuses, commissions, and
5 other forms of non-discretionary compensation which were not properly blended into the regular rate.
6 As a consequence, overtime, sick leave, and premiums were underpaid.

7 27. Plaintiff and the Aggrieved Employees were regularly required to work shifts in excess of
8 five hours without being provided a lawful meal period and over ten hours in a day without being
9 provided a second lawful meal period as required by law.

10 28. Indeed, during the relevant time, as a consequence of Defendant's staffing and scheduling
11 practices, lack of coverage, work demands, and Defendant's policies and practices, Defendant frequently
12 failed to provide Plaintiff and the Aggrieved Employees timely, legally complaint uninterrupted 30-
13 minute meal periods on shifts over five hours as required by law.

14 29. On information and belief, Plaintiff and the Aggrieved Employees did not waive their
15 rights to meal periods under the law.

16 30. Plaintiff and the Aggrieved Employees were not provided with valid lawful on-duty meal
17 periods.

18 31. Despite the above-mentioned meal period violations, Defendant failed to compensate
19 Plaintiff, and on information and belief, failed to compensate the Aggrieved Employees, one additional
20 hour of pay at their regular rate as required by California law when meal periods were not timely or
21 lawfully provided in a compliant manner.

22 32. Plaintiff is informed and believes, and thereon alleges, that Defendant know, should know,
23 knew, and/or should have known that Plaintiff and the other Aggrieved Employees were entitled to
24 receive premium wages based on their regular rate of pay under Labor Code §226.7 but were not
25 receiving such compensation.

26 33. In addition, during the relevant time frame, Plaintiff and the Aggrieved Employees were
27 systematically not authorized and permitted to take one net ten-minute paid, rest period for every four
28 hours worked or major fraction thereof, which is a violation of the Labor Code and IWC wage order.

34. Defendant maintained and enforced scheduling practices, policies, and imposed work

1 demands that frequently required Plaintiff and the Aggrieved Employees to forego their lawful, paid rest
2 periods of a net ten minutes for every four hours worked or major fraction thereof. Such requisite rest
3 periods were not timely authorized and permitted.

4 35. In addition, during purported meal and rest periods, Plaintiff and the Aggrieved
5 Employees were not relieved of all duty as required by law.

6 36. Moreover, Plaintiff and the Aggrieved Employees were required to incur necessary
7 expenses in the discharge of their duties, including without limitation, the cost of cleaning their uniforms,
8 but were not reimbursed for such necessary expenses.

9 37. Despite the above-mentioned rest period violations, Defendant did not compensate
10 Plaintiff, and on information and belief, did not pay the Aggrieved Employees one additional hour of pay
11 at their regular rate as required by California law, including Labor Code section 226.7 and the applicable
12 IWC wage order, for each day on which lawful rest periods were not authorized and permitted.

13 38. Defendant also failed to provide accurate, lawful itemized wage statements to Plaintiff
14 and the Aggrieved Employees in part because of the above specified violations. In addition, upon
15 information and belief, Defendant omitted an accurate itemization of total hours worked, the applicable
16 hourly rates, the number of hours worked at each rate, the name and address of the legal entity that is the
17 employer, gross pay and net pay figures from Plaintiff, and the Aggrieved Employees wage statements.
18 Such actions were and continue to be in violation of the California Labor Code and applicable IWC Wage
19 Orders.

20 39. Defendant has also made it difficult to determine applicable hourly rates of pay, total hours
21 worked, and account with precision for the unlawfully withheld wages and deductions due to be paid to
22 the Aggrieved Employees, including Plaintiff, during the liability period because they did not implement
23 and preserve a lawful record-keeping method to record all hours worked, meal periods, and non-provided
24 rest and meal periods owed to employees as required for non-exempt employees by 29 U.S.C. section
25 211(c), California Labor Code section 226, and applicable California Wage Orders.

26 40. Plaintiff and the Aggrieved Employees are covered by applicable California IWC Wage
27 Orders and corresponding applicable provisions of the California Code of Regulations, Title 8, section
28 11000 *et seq.*

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FAILURE TO PAY MINIMUM WAGES

41. Plaintiff incorporates each and every allegation set forth in all of the foregoing paragraphs as if fully set forth herein.

42. Labor Code section 204 establishes the fundamental right of all employees in the State of California to be paid wages, including minimum wage, straight time, in a timely fashion for their work.

43. Labor Code section 1194(a) provides that notwithstanding any agreement to work for a lesser wage, any employee receiving less than the legal minimum wage compensation applicable to the employee is entitled to recover in a civil action the unpaid balance of the full amount of this minimum wage or overtime compensation, including interest thereon, reasonable attorney's fees, and costs of suit.

44. Labor Code section 1197 provides: The minimum wage for employees fixed by the commission or by any applicable state or local law, is the minimum wage to be paid to employees, and the payment of a lower wage than the minimum so fixed is unlawful.

45. Pursuant to Labor Code section 1198, it is unlawful to employ persons for longer than the hours set by the Industrial Welfare Commission or under conditions prohibited by the IWC Wage Orders.

46. The applicable Wage Orders and California Labor Code sections 1197 and 1182.12 establish the right of employees to be paid minimum wages for all hours worked, in amounts set by state law.

47. Labor Code section 2698 provides that any violation of Labor Code sections 1194(a) and 1194.2(a) allows an employee who has not been paid the legal minimum wage as required by Labor Code section 1197 to recover the civil penalties together with attorneys' fees and costs of suit.

48. During all relevant periods, the California Labor Code and Wage Orders required that Defendant fully and timely pay its non-exempt, hourly employees all wages earned and due for all hours worked.

49. The IWC Wage Orders define "hours worked" as "the time during which an employee is subject to the control of an employer, and includes all the time the employee is suffered or permitted to work, whether or not required to do so."

50. At all times relevant, Plaintiff and the Aggrieved Employees consistently worked hours for which they were not paid because Defendant frequently required Plaintiff and the Aggrieved Employees to work off the clock, including without limitation during purported meal periods and for pre

1 and post-shift work, as well as for on-call shifts.

2 51. Plaintiff is informed and believes that Defendant was aware that Plaintiff and the
3 Aggrieved Employees were working off the clock and that they should have been paid for this time.

4 52. Defendant's policy and practice of not paying all minimum wages violates California
5 Labor Code sections 204, 210, 216, 558, 1182.12, 1194, 1197, 1197.1, 1198, and the applicable Wage
6 Orders 1-2001, 4-2001, 7-2001.

7 ***FAILURE TO PAY OVERTIME OWED***

8 53. Plaintiff incorporates each and every allegation set forth in all of the foregoing paragraphs
9 as if fully set forth herein.

10 54. During all relevant periods, Defendant required Plaintiff and the Aggrieved Employees to
11 work shifts in excess of eight (8) hours per workday and/or to work in excess of forty (40) hours per
12 workweek.

13 55. During all relevant periods, both the California Labor Code sections 1194, 1197, 510,
14 1198, and the pertinent Wage Order 16 required that all work performed by an employee in excess of
15 eight (8) hours in any workday, on the seventh day of work in any workweek, or in excess of forty (40)
16 hours in any workweek be compensated at one and one-half (1.5) times the employee's regular rate of
17 pay. Any work in excess of twelve (12) hours in one (1) day is required to be compensated at the rate of
18 no less than twice the regular rate of pay for an employee. In addition, any work in excess of eight (8)
19 hours on any seventh (7th) day of a workweek is required to be compensated at the rate of no less than
20 twice the regular rate of pay of an employee.

21 56. During all relevant periods, Defendant had a uniform policy of requiring Plaintiff and the
22 Aggrieved Employees to work in excess of eight (8) hours in a workday and/or in excess of forty (40)
23 hours in a workweek without compensating them at a rate of one and one-half (1.5) times their regular
24 rate of pay. Upon information and belief, Defendant also failed to properly compensate Plaintiff and the
25 Aggrieved Employees for hours worked in excess of twelve (12) hours in one (1) day, or eight (8) hours
26 on the seventh (7th) day of a workweek.

27 57. The IWC Wage Orders define "hours worked" as "the time during which an employee is
28 subject to the control of an employer, and includes all the time the employee is suffered or permitted to
work, whether or not required to do so."

1 58. At all times relevant, Plaintiff and Aggrieved Employees consistently worked hours for
2 which they were not paid because Plaintiff and the Aggrieved Employees were required to work off the
3 clock—some of these hours were over eight (8) hours in one (1) workday or in excess of forty (40) hours
4 in a workweek and should have been paid at the overtime rate.

5 59. Plaintiff is informed and believes that Defendant was aware that Plaintiff and the
6 Aggrieved Employees were working off the clock and that they should have been paid for this time.

7 60. In addition, upon information and belief, Defendant failed to incorporate all forms of
8 compensation, including without limitation bonuses, (shift) differentials, commissions, and incentives,
9 into the regular rate for overtime purposes.

10 61. As a result, Defendant failed to pay Plaintiff and the Aggrieved Employees earned
11 overtime wages and violated the law including 204, 210, 216, 510, 558, 1182.12, 1194, 1197, 1197.1,
12 1198, and the applicable Wage Orders 1-2001, 4-2001, and 7-2001.

13 62. Defendant knew or should have known Plaintiff and the Aggrieved Employees were
14 undercompensated as a result of these practices.

15 ***FAILURE TO PROVIDE LAWFUL MEAL PERIODS***

16 63. Plaintiff incorporates each and every allegation set forth in all of the foregoing paragraphs
17 as if fully set forth herein.

18 64. Pursuant to Labor Code § 512, no employer shall employ an employee for a work period
19 of more than five (5) hours without providing a meal break of not less than thirty (30) minutes in which
20 the employee is relieved of all of his or her duties, except that when a work period of not more than six
21 (6) hours will complete the day's work the meal period may be waived by mutual consent of the employer
22 and employee. Similarly, pursuant to Labor Code § 512, no employer shall employ an employee for a
23 work period of more than ten (10) hours without providing a second meal break of not less than thirty
24 (30) minutes in which the employee is relieved of all of his or her duties. A second meal break may only
25 be waived by mutual consent, and if the employee did not waive his or her first meal period, and the
26 employee's work day will not exceed twelve hours.

27 65. During the relevant time, Defendant failed to provide Plaintiff and the Aggrieved
28 Employees timely and uninterrupted first meal periods of not less than thirty (30) minutes within the first
five hours of a shift.

1 66. Defendant also failed to provide Plaintiff and the Aggrieved Employees timely and
2 uninterrupted second meal periods of not less than thirty (30) minutes on shifts longer than ten hours.

3 67. Indeed, during the relevant time, as a consequence of Defendant's staffing and scheduling
4 practices, lack of coverage, work demands, and Defendant's policies and practices, Plaintiff and the
5 Aggrieved Employees were not provided with legally required meal periods.

6 68. On information and belief, Plaintiff and the Aggrieved Employees did not waive their
7 rights to meal periods under the law.

8 69. Plaintiff and the Aggrieved Employees were not relieved of all duty and/or were required
9 to carry communications devices and remain available during purported meal periods.

10 70. Plaintiff and the Aggrieved Employees were not paid one hour of pay at their regular rate
11 for each day that a first or second meal period was not lawfully provided.

12 71. As a proximate result of the aforementioned violations, Plaintiff and the Aggrieved
13 Employees have been damaged in an amount according to proof at time of trial.

14 72. Pursuant to Labor Code § 226.7, Plaintiff and Aggrieved Employees are entitled to recover
15 one (1) hour of premium pay at the regular rate for each day in which a meal period violation occurred.
16 They are also entitled to recover reasonable attorneys' fees, cost, interest, and penalties as applicable.

17 73. As a result of the unlawful acts of Defendant, Defendant violated Labor Code section 512,
18 226.7, 1198, and the Wage Orders.

19 ***FAILURE TO AUTHORIZE AND PERMIT LAWFUL REST PERIODS***

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

22 75. Pursuant to the IWC Wage Orders applicable to Plaintiff's and Aggrieved Employees'
23 employment by Defendant, "Every employer shall authorize and permit all employees to take rest
24 periods, which insofar as practicable shall be in the middle of each work period.... [The] authorized rest
25 period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per
26 four (4) hours worked or major fraction thereof.... Authorized rest period time shall be counted as hours
27 worked, for which there shall be no deduction from wages."

28 76. Labor Code §226.7(a) prohibits an employer from requiring any employee to work during
any rest period mandated by an applicable order of the IWC.

1 77. Defendant was required to authorize and permit employees such as Plaintiff and the
2 Aggrieved Employees to take rest periods during shifts in excess of 3.5 hours, based upon the total hours
3 worked at a rate of ten (10) minutes net rest per four (4) hours worked, or major fraction thereof, with no
4 deduction from wages.

5 78. Despite said requirements of the IWC wage orders applicable to Plaintiff's and the
6 Aggrieved Employees' employment with Defendant, Defendant failed and refused to authorize and
7 permit Plaintiff and the Aggrieved Employees to take lawful, net ten (10) minute rest periods for every
8 four (4) hours worked, or major fraction thereof.

9 79. Plaintiff and the Aggrieved Employees were not relieved of all duty, were not allowed to
10 leave the premises during rest periods, and/or were required to carry communications devices and remain
11 on-call during purported rest periods.

12 80. Defendant did not pay Plaintiff one additional hour of pay at his regular rate of pay for
13 each day that a rest period violation occurred. On information and belief, the Aggrieved Employees
14 endured similar violations as a result of Defendant's rest period policies and practices and Defendant's
15 did not pay the Aggrieved Employees premium pay as required by law.

16 81. By their failure to authorize and permit Plaintiff and the Aggrieved Employees to take a
17 lawful, net ten (10) minute rest period free from work duties every four (4) hours or major fraction thereof
18 worked, including failure to provide two (2) total rest periods on six to ten hour shifts and three (3) total
19 ten (10) minute rest periods on days on which Plaintiff and the other Aggrieved Employees work(ed)
20 work a third rest period for shifts in excess of ten (10) hours, and by their failure to provide compensation
21 for such unprovided rest periods as alleged herein, Defendant willfully violated the provisions of Labor
22 Code sections 226.7 and the applicable IWC Wage Order(s).

23 82. As a result of the unlawful acts of Defendant, Plaintiff and the Aggrieved Employees he
24 seeks to represent have been deprived of premium wages in amounts to be determined at trial, and are
25 entitled to recovery of such amounts, plus interest and penalties thereon, attorneys' fees, and costs, under
26 Labor Code sections 218.6, 226.7, the applicable IWC Wage Orders, and Civil Code 3287

27 ***FAILURE TO TIMELY PAY WAGES DUE AND PAYABLE DURING EMPLOYMENT***

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

1 84. Labor Code section 204 requires that all wages are due and payable twice in each calendar
2 month.

3 85. The wages required by Labor Code §§ 226.7, 510, 1194 and other sections became due
4 and payable to each employee in each month that he or she was not provided with a meal period or rest
5 period or paid minimum wage, straight or overtime wages to which he or she was entitled.

6 86. Defendant violated Labor Code § 204 by systematically refusing to pay wages due under
7 the Labor Code.

8 87. Labor Code section 210 (a) provides that “In addition to, and entirely independent and
9 apart from, any other penalty provided in this article, every person who fails to pay the wages of each
10 employee as provided in Sections 201.3, 204, 204b, 204.1, 204.2, 204.11, 205, 205.5, and 1197.5, shall
11 be subject to a penalty as follow:

- 12 1. For any initial violation, one hundred dollars (\$100) for each failure to pay each employee.
- 13 2. For each subsequent violation, or any willful or intentional violation, two hundred dollars
14 (\$200) for each failure to pay each employee, plus 25 percent of the amount unlawfully
15 withheld.

16 88. Plaintiff and the Aggrieved Group are entitled to civil penalties, attorneys fees, and costs.

FAILURE TO REIMBURSE NECESSARY EXPENSES

17 89. Plaintiff repeats and incorporates herein by reference each and every allegation set forth
18 above, as though fully set forth herein.

19 90. Labor Code § 2802 requires Defendant to indemnify Plaintiff and Aggrieved Employees
20 for necessary expenditures incurred in direct consequence of the discharge of his or her duties.

21 91. Plaintiff and the members of the Indemnification group were required to incur expenses
22 in the performance of their assigned job duties. For example, Plaintiff and the Aggrieved Employees
23 were required to incur numerous out of pocket expenses, including without limitation, the cost of cleaning
24 their uniforms, in direct consequence of the discharge of their duties.

25 92. Upon information and belief, the Defendant did not reimburse Plaintiff or the Aggrieved
26 Group for such expenses.

27 93. As a result of the unlawful acts of Defendant, Defendant violated Labor Code §2800 and
28 2802.

***KNOWING AND INTENTIONAL FAILURE TO COMPLY WITH ITEMIZED EMPLOYEE
WAGE STATEMENT PROVISIONS***

94. Plaintiff repeats and incorporates herein by reference each and every allegation set forth above, as though fully set forth herein.

95. Labor Code section 226(a) reads in pertinent part: “Every employer shall, semimonthly or at the time of each payment of wages, furnish each of his or her employees, either as a detachable part of the check, draft, or voucher paying the employee’s wages, or separately when wages are paid by personal check or cash, an accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the employee... (4) all deductions... (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and only the last four digits of his or her social security number or an employee identification number other than a social security number, (8) the name and address of the legal entity that is the employer, and (9) all applicable hourly rates in effect during each the pay period and the corresponding number of hours worked at each hourly rate by the employee....”.

96. Further, the IWC Wage Orders require in pertinent part: Every employer shall keep accurate information with respect to each employee including the following: (3) Time records showing when the employee begins and ends each work period. Meal periods, split shift intervals, and total daily hours worked shall also be recorded...(5) Total hours worked in the payroll period and applicable rates of pay....”

97. Labor Code section 1174 of the California also requires Defendant to maintain and preserve, in a centralized location, among other items, records showing the names and addresses of all employees employed and payroll records showing the hours worked daily by, and the wages paid to, its employees. On information and belief and based thereon, Defendant have knowingly and intentionally failed to comply with Labor Code section 1174, including by implementing the policies and procedures and committing the violations alleged in the preceding causes of action and herein. Defendant’s failure to comply with Labor Code section 1174 is unlawful pursuant to Labor Code section 1175.

98. Defendant has failed to record many of the items delineated in applicable Industrial Wage Orders and Labor Code section 226, and required under Labor Code section 1174, including by virtue of the fact that each wage statement which failed to accurately compensate Plaintiff and Aggrieved

1 Employees for all hours worked and for missed and non-provided meal and rest periods, or which failed
2 to include compensation for all minimum wages earned or overtime hours worked, was an inaccurate
3 wage statement. In addition, the wage statements inaccurately stated totals hours worked and hours
4 worked at each hourly wage rate.

5 99. On information and belief, Defendant failed to implement and preserve a lawful record-
6 keeping method to record all non-provided meal and rest periods owed to employees or all hours worked,
7 as required for Non-Exempt Employees under California Labor Code section 226 and applicable
8 California Wage Orders. In order to determine if they had been paid the correct amount and rate for all
9 hours worked, Plaintiff and Aggrieved Employees have been, would have been, and are compelled to try
10 to discover the required information missing from their wage statements and to perform complex
11 calculations in light of the inaccuracies and incompleteness of the wage statements Defendant provided
12 to them.

13 100. As a pattern and practice, in violation of Labor Code section 226(a) and the IWC Wage
14 Orders, Defendant did not and still do not furnish each of the members of the Aggrieved Group with an
15 accurate itemized statement in writing accurately reflecting all of the required information. Here,
16 Plaintiff asserts the Defendant omitted required information, failed to accurately include all applicable
17 hourly rates on the wage statements and the corresponding number of hours worked at such rates or hours
18 paid at such rates. In addition, Defendant has failed to provide accurate itemized wage statements as a
19 consequence of the above-specified violations for failure to accurately pay all wages owed, accurately
20 record all hours worked, and failure to pay meal and rest period premiums as required by law.

21 101. Moreover, upon information and belief, as a pattern and practice, in violation of Labor
22 Code section 226(a) and the IWC Wage Orders, Defendant did not and do not maintain accurate records
23 pertaining to the total hours worked for Defendant by the members of the Aggrieved Group, including
24 but not limited to, beginning and ending of each work period, meal period and split shift interval, the
25 total daily hours worked, and the total hours worked per pay period and applicable rates of pay.

26 ***FAILURE TO KEEP ACCURATE PAYROLL AND TIMEKEEPING RECORDS***

27 102. The IWC wage orders, Labor Code sections 226(a), 1174, and 1174.5 require that the
28 Defendant keep accurate payroll and timekeeping information.

103. By virtue of the above-specified violations, including the failure to record hours worked

1 off the clock, wages earned, proper rates of pay and hours worked during purportedly provided meal
2 breaks, and the failure to timely pay wages according to requirements of Labor Code 204, Defendant
3 failed to keep accurate timekeeping and wage information and violated Labor Code sections 226(a), 1174,
4 and 1174.5.

5 104. Defendant also failed to keep accurate payroll information as a consequence of the above
6 specified violations, including the failure to pay for all hours worked, premiums for missed meal and rest
7 breaks as required by law.

8 ***FAILURE TO PROVIDE REQUIRED INFORMATION AT THE TIME OF HIRING***

9 105. Labor Code section 2810.5 requires the employer to provide the following information to
10 the employee at the time of hiring:

11 (a) (1) At the time of hiring, an employer shall provide to each employee a written notice,
12 in the language the employer normally uses to communicate employment-related
information to the employee, containing the following information:

13 (A) The rate or rates of pay and basis thereof, whether paid by the hour, shift, day, week,
14 salary, piece, commission, or otherwise, including any rates for overtime, as applicable.

15 (B) Allowances, if any, claimed as part of the minimum wage, including meal or lodging
16 allowances.

17 (C) The regular payday designated by the employer in accordance with the requirements
18 of this code.

19 (D) The name of the employer, including any “doing business as” names used by the
employer.

20 (E) The physical address of the employer’s main office or principal place of business, and
21 a mailing address, if different.

22 (F) The telephone number of the employer.

23 (G) The name, address, and telephone number of the employer’s workers’ compensation
24 insurance carrier.

25 (H) That an employee: may accrue and use sick leave; has a right to request and use
26 accrued paid sick leave; may not be terminated or retaliated against for using or requesting
27 the use of accrued paid sick leave; and has the right to file a complaint against an employer
who retaliates.

28 (I) The existence of a federal or state emergency or disaster declaration applicable to the
county or counties where the employee is to be employed, and that was issued within 30

1 days before the employee's first day of employment, that may affect their health and safety
2 during their employment.

3 (J) Any other information the Labor Commissioner deems material and necessary.

4 106. Defendant failed to provide all of the required information to Plaintiff and Aggrieved
5 Employees at the time of hiring, which constitutes a violation of the Labor Code.

6
7 **CAUSES OF ACTION**

8 **FIRST CAUSE OF ACTION**

9 **PENALTIES UNDER THE PRIVATE ATTORNEYS' GENERAL ACT, LABOR CODE**

10 **SECTION 2698 ET SEQ.**

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

13 108. Plaintiff gave timely written notice by online submission to the LWDA and by certified
14 mail to Defendant of Defendant's violations of numerous provisions of the California Labor Code and
15 the IWC Wage Orders as alleged in this complaint. All fees were paid as required by statute.

16 109. Plaintiff is an "aggrieved employee" as defined in Labor Code Section 2699(A), as he was
17 employed by Defendant during the statutory period and suffered one or more of the Labor Code violations
18 set forth herein. He seeks to recover for himself and all other current and former aggrieved employees
19 of Defendant the civil penalties provided by PAGA, plus reasonable attorneys' fees and costs.

20 110. 65 days have passed, and no response has been received from the LWDA. Accordingly,
21 the LWAD has permitted Plaintiff to proceed in a representative capacity.

22 111. Plaintiff has exhausted all administrative procedures required of them under the Labor
23 Code §§2698, 2699, 2699.3, and as a result, is justified as a matter of right in bringing forward this cause
24 of action.

25 112. Pursuant to Labor Code section 2699(a) Plaintiff seeks to recover civil penalties for which
26 Defendant is liable due to numerous Labor Code violations as set forth in this Complaint.

27 113. Plaintiff seeks to recover the PAGA civil penalties through a representative action
28 permitted by PAGA and the California Supreme Court in *Arias v. Superior Court* (2009) 46 Cal. 4th 969.

1 Class certification of the PAGA claims is not required.

2 114. Pursuant to Labor Code section 2698 et seq. and 2699(a), Plaintiff seeks to recover civil
3 penalties for which Defendant is liable due to numerous Labor Code and Wage Order violations as set
4 forth in this Complaint.

5 115. Specifically, Plaintiff, on behalf of himself and the Aggrieved Employees, seeks penalties
6 under Labor Code §2699, for, without limitation, the claims set forth herein, including:

- 7 a. Defendant's failure to comply with the requirement of Labor Code §1182.12, 1194,
8 1197, 1198, and Wage Orders to pay at least minimum wage for every hour worked;
- 9 b. Defendant's failure to comply with the requirement of Labor Code §510, 1194, 1197,
10 1198, and Wage Orders to accurately pay all wages earned, including overtime and
11 reporting wages;
- 12 c. Defendant's failure to comply with the requirement of Labor Code §216 to pay wages
13 after demand was made;
- 14 d. Defendant's failure to comply with the requirement of Labor Code §§204 and 210 to
15 pay, without condition and within the time set by the applicable article, all wages, or
16 parts thereof;
- 17 e. Defendant's failure to comply with the requirement of Labor Code §225.5 to pay wages
18 due;
- 19 f. Defendant's failure to comply with the requirement of Labor Code §§201 and 202 to
20 pay wages due to former employees;
- 21 g. Defendant's failure to comply with the requirement of Labor Code §226.7, 512, 1198,
22 and IWC Wage Orders to provide timely, uninterrupted 30 minute off-duty meal
23 periods;
- 24 h. Defendant's failure to comply with the requirement of Labor Code §226.7, 1198, and
25 IWC Wage Orders to pay one hour of premium pay at the regular rate for each lawful
26 meal break that was not provided;
- 27 i. Defendant's failure to comply with the requirement of Labor Code §226.7, 1198, and
28 IWC Wage Orders to authorize and permit ten (10) minute rest breaks;
- j. Defendant's failure to comply with the requirement of Labor Code §§226.7, 1198, and

IWC Wage Orders to pay one hour of premium pay at the regular rate for each statutorily required rest break that was not lawfully authorized and permitted;

- k. Defendant's failure to reimburse necessary expenses in violation of Labor Code § 2802;
- l. Defendant's failure to provide accurate compliant wage statements under Labor Code section 226;
- m. Defendant's failure to maintain required records in violation of Labor Code § 226, 1174, and IWC Wage Orders;
- n. Defendant's failure to provide all of the required information at the time of hiring in violation of Labor Code § 2810.5; and
- o. Defendant's failure to pay sick leave pay to Plaintiff and the Aggrieved Employees at the regular rate in violation of Labor Code § 246.

116. Plaintiff seeks civil penalties for Defendant's violation of Labor Code provisions for which a civil penalty is specifically provided, including but not limited to the following:

- a. Pursuant to Labor Code § 210, for violations of Labor Code § 204, Defendant is subject to a civil penalty in the amount of one hundred dollars (\$100) for the initial violation for each failure to pay each employee and two hundred (\$200) per employee for violations in subsequent pay periods plus 25% of the amount unlawfully withheld.
- b. Pursuant to Labor Code § 226.3, for violations of Labor Code § 226 (a) Defendant is subject to a civil penalty in the amount of two hundred and fifty dollars (\$250) per aggrieved employee for the initial pay period where a violation occurs and one thousand dollars (\$1,000) per aggrieved employee for violations in subsequent pay period.
- c. Pursuant to Labor Code § 558(a), "[a]ny employer or other person acting on behalf of an employer who violated, or causes to be violated, a section of this chapter or any provisions regulating hours and days of work in any order of the Industrial Welfare Commission," including Labor Code §§ 510 and 512, shall be subject to a civil penalty, in addition to any other penalty provided by law, of fifty dollars (\$50) for initial violations for each underpaid employee for each pay period for which the employee was underpaid and one hundred dollars (\$100) for each subsequent violation

1 for each underpaid employee for each pay period for which the employee was
2 underpaid.

3 d. Pursuant to Labor Code § 1174.5, for violations of Labor Code § 1174(d), Defendant
4 is subject to a civil penalty of five hundred dollars (\$500).

5 e. Pursuant to Labor Code § 1197.1, an employer who pays or causes to be paid to any
6 employee a wage less than the minimum fixed by an order of the commission, shall
7 be subject to a civil penalty as follows: for any initial violation that is intentionally
8 committed, one hundred dollars (\$100) for each underpaid employee for each pay
9 period for which the employee is underpaid; and for each subsequent violation of the
10 same offense, two hundred fifty dollars (\$250) for each underpaid employee for each
11 pay period for which the employee is underpaid regardless of whether the initial
12 violation was intentionally committed.

13 117. Further, as a result of the acts alleged hereinabove, Plaintiff seeks penalties under Labor
14 Code §§ 2698 et seq. and 2699 because of Defendant's violation of numerous provisions of the California
15 Labor Code and IWC Wage Orders.

16 118. Under Labor Code § 2699, Plaintiff and Aggrieved Employees are entitled to \$100 for
17 any initial violation and \$200 for all subsequent violations of the above-mentioned provisions of the
18 California Labor Code.

19 119. Under Labor Code § 2699, Plaintiff and Aggrieved Employees should be awarded twenty-
20 five percent (35%) of all penalties due under California Law, interest, attorneys' fees and costs.

21 120. Under Labor Code § 2699, the State of California should be awarded seventy-five percent
(65%) of the penalties due under California Law.

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1 **PRAYER FOR RELIEF**

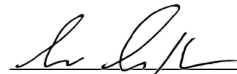
2 WHEREFORE, Plaintiff pray judgment against Defendant as follows:

- 3 1. For penalties according to proof, pursuant to Labor Code §§ 2698 et seq. for the violations
4 specified above;
- 5 2. For penalties under Labor Code §§ 210, 226.3, 1174.5, 1197.1, and 2699(a) and (f);
- 6 3. For interest at the legal rate pursuant to Labor Code §§ 218.6, 1194, 2802, California Civil
7 Code §§ 3287, 3288, and/or any other applicable provision providing for pre-judgment interest;
- 8 4. For reasonable attorneys' fees, expenses, and costs under Labor Code §§ 1194, 226, 2699,
9 and/or Code of Civil Procedure § 1021.5, and/or any other applicable provisions providing for attorneys'
10 fees and costs; and
- 11 5. For such other and further relief as the Court deems proper.

12 Respectfully submitted,

13
14 **EMPLAW, LLP**

15 Dated: June 30, 2025



16 Christina M. Lucio, Esq.

17 Mitchell J. Murray, Esq.

18 Nicholas W. Schieffelin, Esq.

19 Attorneys for Plaintiff AHMAD SARI KASSEM,
20 individually, and in his representative capacity as private
21 attorney general
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