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Superior Court of California,
County of Alameda

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By: Andrel Gospel,
Deputy Clerk

Kevin A. Lipeles (Bar No. 244275)
Thomas H. Schelly (Bar No. 217285)
LIPELES LAW GROUP, APC
880 Apollo Street, Suite 336
El Segundo, California 90245
Telephone: (310) 322-2211
Fax: (310) 322-2252
Email: kevin@kallaw.com

Attorneys for Plaintiff,
KASIM RAHMANI

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF ALAMEDA**

KASIM RAHMANI, an individual, on
his own behalf and on behalf of all others
similarly situated,

Plaintiffs,

vs.

DAYLIGHT TRANSPORT, LLC, a
California limited liability company; and
DOES 1 through 100, inclusive,

Defendants.

CASE NO.: 25CV131023

CLASS ACTION COMPLAINT FOR:

- 1. FAILURE TO PAY
OVERTIME/DOUBLE TIME (Cal. Labor
Code §§ 510, 511, 558, 1194, 1194.3, 1198;
Wage Order No. 9);**
- 2. FAILURE TO PAY MINIMUM WAGES
(Cal. Labor Code §§ 1194, 1197, 1197.1,
1198, 119; IWC Wage Order No. 9);**
- 3. FAILURE TO PROVIDE TIMELY OFF
DUTY MEAL PERIODS (Cal. Labor Code
§§ 226.7, 512; IWC Wage Order No. 9);**
- 4. FAILURE TO PROVIDE REST
PERIODS (Cal. Labor Code § 226.7; IWC
Wage Order No. 9);**
- 5. FAILURE TO MAINTAIN RECORDS
AND PROVIDE ACCURATE ITEMIZED
WAGE STATEMENTS (Cal. Labor Code
§226; Wage Order No. 9);**
- 6. FAILURE TO PAY WAGES DUE UPON
TERMINATION (Cal. Labor Code §§201-
203; Wage Order No. 9);**
- 7. FAILURE TO REIMBURSE BUSINESS
EXPENSES (Cal. Labor Code §2802);**
- 8. FAILURE TO ALLOW INSPECTION OF
EMPLOYMENT RECORDS (Cal. Labor
Code §1198.5); and**
- 9. UNFAIR COMPETITION (Cal. Bus. & Prof.
Code §§17200 et seq.).**

DEMAND FOR A JURY TRIAL

All allegations in this Complaint are based upon information and belief except for those allegations which pertain to the Plaintiff named herein and his counsel. Each allegation has evidentiary support or is likely to have evidentiary support after a reasonable opportunity for further investigation and discovery.

Kasim Rahmani ("Plaintiff") alleges the following:

1. This is a class action brought under California law by an individual who was employed by Daylight Transport, LLC ("DL" or "Defendant") (along with DOES 1 through 100, collectively "Defendants"). Plaintiff brings this action on behalf of himself and others similarly situated to recover wages from Defendant due to Defendant's systematic failure to: pay overtime/double time wages, minimum wages, provide meal/rest breaks (or pay the statutory compensation due), issue accurate wage statements, pay all wages upon termination, reimburse business expenses and provide personnel records.

2. Plaintiffs have worked as Drivers and in other employee positions for Defendant in California. While working, Plaintiffs have been forced to endure stressful and illegal workplace conditions created by Defendant's efforts to maximize profits and tightly control labor costs.

3. Plaintiff, like his co-workers whom Defendant also employed during the applicable limitations period, spend their workdays as Drivers and other employees, under illegal and highly regimented circumstances. That regimen results from Defendant's insistence to strictly monitor and curtail labor costs, which Defendant accomplishes by not paying for all labor costs, failing to pay overtime/double time wages, failing to provide minimum wages, failing to provide meal/rest breaks (or pay the statutory compensation due); failing to issue accurate wage statements, failing to pay all wages on termination, failing to reimburse business expenses and by using other unlawful stratagems to ensure that labor costs remain artificially low.

4. Plaintiff brings this class action to recover, among other things, wages and penalties from unpaid wages earned and due, including but not limited to, overtime/double time wages, minimum wages, premium pay for failure to afford proper meal/rest breaks, wages due to discharged or quitting employees, penalties for failure to provide accurate itemized wage statements, reimbursement of business expenses and interest, attorneys' fees, costs, and expenses.

5. Plaintiff seeks compensatory, statutory, declaratory, and injunctive relief for himself and all members of the class, to compensate these workers for the unpaid wages and to protect current and future workers of Defendant from being subjected to similar wage theft and otherwise unlawful working conditions.

6. Plaintiff also brings an action seeking relief for Defendant's violations of California *Business & Professions Code* §§ 17200 *et seq.*, including full restitution and disgorgement of all compensation retained by Defendant as a result of its unlawful and unfair business practices, as well as injunctive relief.

7. Pursuant to the California Labor Code, on or about July 11, 2025, Plaintiff filed a notice with Labor and Workforce Development Agency (LWDA) of his intent to pursue claims against Defendant under the Private Attorney General Act (PAGA). As such, Plaintiff reserves the right to amend this Complaint. Plaintiff intends to amend this Complaint to add a cause of action pursuant to PAGA under Labor Code §§2699 et seq.

JURISDICTION AND VENUE

8. This Court has jurisdiction over this Complaint under Code of Civil Procedure §410.10. This action is brought under *Code of Civil Procedure* § 382, and *Business & Professions Code* §§ 17200 *et seq.* Plaintiff Kasim Rahmani brings this Complaint on his own behalf and on behalf of all persons in the Class as defined in paragraph 17 below.

9. Venue is proper in this Court pursuant to *Code of Civil Procedure* §§ 395 and 395.5, because the claims made, and the *Labor Code* violations as against the persons identified herein, occurred in the County of Alameda and because Defendant owned and operated their business in the County of Alameda.

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THE PARTIES

PLAINTIFF

10. At all times relevant hereto, Plaintiff was:

- (a) An individual over age 18 and a resident of Newark, California;
- (b) Employed as a salaried employee for Defendant in Hayward, California;
- (c) Did not receive overtime/double time wages in violation of *Labor Code* §§510, 1198 and IWC Wage Order No. 9;
- (d) Did not receive minimum wages as required by *Labor Code* §§1194, 1197, 1197.1, 1198, 119 and IWC Wage Order No. 9;
- (e) Did not receive the meal periods required by *Labor Code* §266.7 and IWC Wage Order No. 9;
- (f) Did not receive the rest periods required by *Labor Code* §266.7 and IWC Wage Order No. 9;
- (g) Did not receive accurate wage statements as mandated by *Labor Code* §226;
- (h) When terminated from his employment, did not receive his final paycheck within the time limits prescribed by *Labor Code* §201;
- (i) Was not reimbursed for business expenses as required by *Labor Code* §2802; and
- (j) Was not timely provided his personnel records. Each of these was a violation of the *Labor Code*.

DEFENDANT

11. Plaintiff is informed and believes, and based on that information and belief, alleges, Defendant DL is, and at all times mentioned herein was:

- (a) A California limited liability company, with a principal place of business at 5660 Katella Avenue, Suite 250, Cypress, California 90630. Defendant has been authorized to do business and has been doing business in the County of Alameda;

- 1 (b) The former employer of Plaintiff and the current and former employer of
2 the putative Class members;
- 3 (c) Paid Plaintiff and all Class Members on a salaried and/or hourly basis;
- 4 (d) Failed to pay Plaintiff and all putative Class members overtime/double
5 time wages;
- 6 (e) Failed to pay Plaintiff and all putative Class members minimum wages;
- 7 (f) Failed to provide Plaintiff and all putative Class members with meal/rest
8 periods, failed to provide Plaintiff and all putative Class Members with
9 accurate itemized wage statements;
- 10 (g) Failed to issue final paychecks timely to Plaintiff and all putative Class
11 members;
- 12 (h) Failed to reimburse business expenses to Plaintiff and all putative Class
13 members; and
- 14 (i) Failed to provide Plaintiff with his personnel records. Each of these was
15 a violation of the *Labor Code*.

16 12. The true names and capacities, whether individual, corporate, subsidiary,
17 partnership, associate or otherwise of Defendants DOES 1 through 100, inclusive, are unknown
18 to Plaintiff, who therefore sues these Defendants by such fictitious names pursuant to *Code of*
19 *Civil Procedure* § 474. Plaintiff will seek leave to amend his Complaint to allege the true
20 names and capacities of DOES 1 through 100, inclusive, when they are ascertained.

21 13. Plaintiff is informed and believes, and based on that information and belief
22 alleges, that Defendant DOES 1 through 100 are persons, corporations or other entities which
23 reside in or are authorized to do, or are otherwise doing, business in the State of California.
24 Specifically, DOES 1 through 100 maintain offices, operate businesses, employ persons, and
25 conduct business in the County of Alameda. Each of the Defendants DOES 1 through 100 was
26 the managerial agent, employee, predecessor, successor, joint-venturers, co-conspirator, alter
27 ego and/or representative of one or more of the other Defendants named herein, and acting with
28 permission, authorization, and/or ratification and consent of the other Defendants.

1 14. Plaintiff is informed and believes, and based on that information and belief
2 alleges, that the Defendants named in this Complaint, including DOES 1 through 100,
3 inclusive, are responsible in some manner for one or more of the events and happenings that
4 proximately caused the injuries and damages hereinafter alleged.

5 15. Plaintiff is informed and believes, and based on that information and belief
6 alleges, that Defendants named in this Complaint, including DOES 1 through 100, inclusive,
7 are, and at all times mentioned herein were, the agents, servants, and/or employees of each of
8 the other Defendants and that each Defendant was acting within the course and scope of his,
9 hers or its authority as the agent, servant and/or employee of each of the other Defendants.
10 Consequently, all of the Defendants are jointly and severally liable to the Plaintiff, and the
11 Class, for the damages sustained as a proximate result of their conduct.

12 16. Plaintiff is informed and believes, and based on that information and belief
13 alleges, that the Defendants named in this Complaint, including DOES 1 through 100,
14 inclusive, knowingly and willfully acted in concert, conspired and agreed together among
15 themselves and entered into a combination and systemized campaign of activity to *inter alia*
16 damage Plaintiff, and the Class, and to otherwise consciously and/or recklessly act in
17 derogation of the rights of Plaintiff and the Class, and the trust reposed by Plaintiff, and the
18 Class, in each of the Defendants, the acts being negligently and/or intentionally inflicted. Their
19 conspiracy, and Defendants' concerted actions, were such that, to Plaintiff's information and
20 belief, and to all appearances, Defendants, and each of them, represented a unified body so that
21 the actions of one Defendant were accomplished in concert with, and with the knowledge,
22 ratification, authorization and approval of each of the other Defendants.

23 **CLASS ALLEGATIONS**

24 **A. The Definition of the Class**

25 17. The Class ("the Class") is defined as follows:

26 (a) "All current and former employees who were hourly and/or salaried paid
27 employees of Defendant and worked for Defendant in California at any time
28 during the period commencing on the date that is four (4) years prior to the

1 filing of this Complaint and continuing through the present date (the “Class
2 Period”).”

3 (b) “All persons who were hourly and/or salaried paid employees of Defendant
4 and worked for Defendant in California and left the employ of Defendant at any
5 time during the period commencing on the date that is within one (1) year prior
6 to the filing of this Complaint and continuing through the present date (the
7 “Class Period”).”

8 18. Plaintiff reserves his right under Rule 3.765 of the California Rules of Court to
9 amend or modify the Class description with greater specificity or further division into
10 subclasses or limitation to particular issues.

11 **B. Maintenance of the Action**

12 19. Plaintiff brings this action individually and on behalf of himself and as
13 representative of all similarly situated persons under *Business & Professions Code* §§ 17203
14 and 17204 and *Code of Civil Procedure* § 382.

15 **C. The Class Requisites**

16 20. At all material times, Plaintiff was a member of the Class.

17 21. The Class action meets the statutory prerequisites for maintaining a class action
18 under Code of Civil Procedure § 382 in that:

- 19 (a) The persons who comprise the Class are so numerous that the joinder of all
20 those persons is impracticable and the disposition of their claims as a Class
21 will benefit the parties and the Court;
- 22 (b) Nearly all factual, legal, statutory, declaratory and injunctive relief issues
23 that are raised in this Complaint are common to the Class and will apply
24 uniformly to every Class member;
- 25 (c) The claims of the representative Plaintiff are typical of the claims of each
26 Class member. Plaintiff, like all Class members, has sustained damages
27 arising from Defendant’s violations of the laws of the State of California.
28 Plaintiff, and the Class members, were and are similarly or identically

1 harmed by the same unlawful, deceptive, unfair, systematic and pervasive
2 pattern of misconduct engaged in by the Defendant;

- 3 (d) The representative Plaintiff has, and will continue to, fairly and adequately
4 represent and protect the interests of the Class and has retained counsel
5 who are competent and experienced in class action litigation. There are no
6 material conflicts between the claims of the representative Plaintiff and the
7 Class members that would make class certification inappropriate. Counsel
8 for the Class will vigorously assert the claims of all Class members.

9 22. The persons who comprise the Class are so numerous that joining all of them is
10 impracticable, and jointly adjudicating their claims will benefit the parties and the Court.
11 Plaintiff's claims are typical of the claims of the Class that Plaintiff seeks to represent. Plaintiff
12 will fairly and adequately protect the interests of the Class he seeks to represent. Plaintiff does
13 not have any interests that are antagonistic to the Class he seeks to represent. Counsel for
14 Plaintiff are experienced, qualified and generally able to conduct complex class action
15 litigation.

16 23. The Court should permit the action to be maintained as a class action under
17 *Code of Civil Procedure* § 382 because:

- 18 (a) The questions of law and fact common to the Class predominate over any
19 question affecting only individual members:
20 (b) A class action is superior to any other available method for fairly and
21 efficiently adjudicating the claims of the Class;
22 (c) The Class members are so numerous that it is impractical to bring all of
23 them before the Court;
24 (d) Plaintiff and other Class members will not be able to obtain effective and
25 economic legal redress unless the action is maintained as a class action;
26 (e) There is a community of interest in obtaining appropriate legal and
27 equitable relief for the statutory violations, and in obtaining adequate
28 compensation for the damages and injuries for which Defendant is

1 responsible in an amount sufficient to adequately compensate the Class
2 members;

3 (f) Without Class certification, the prosecution of separate actions by
4 individual Class members would create a risk of:

5 i. Inconsistent or varying adjudications for individual Class members
6 that would establish incompatible standards of conduct for
7 Defendant; and/or,

8 ii. Adjudication for individual Class members that would, as a
9 practical matter, dispose of other non-party members' interests, or
10 that would substantially impair or impede the non-parties' ability
11 to protect their interests, by, for example, potentially exhausting
12 the funds available from Defendant, and

13 (g) Defendant has acted or refused to act on grounds generally applicable to
14 the Classes, making final injunctive relief appropriate for the Class, as a
15 whole.

16 24. Plaintiff contemplates eventually issuing notice to the proposed Class Members
17 that would set forth the subject and nature of the action. The Defendant's own business records
18 may be utilized for assisting to prepare and issue the contemplated notice. To the extent that
19 any further notices may be required, Plaintiff would contemplate using additional media and/or
20 mailing.

21 GENERAL ALLEGATIONS

22 25. At all times material hereto, Defendant has been and is, a transportation
23 company.

24 26. Plaintiff and members of the Class were employed as Drivers and other non-
25 exempt employee positions in California at various times during the Class Period.

26 27. The employment by Defendant of the Class members, and each them, is
27 governed by Industrial Welfare Commission Wage Order No. 9, which covers those persons
28 employed in the transportation industry.

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THE CONDUCT

28. Plaintiff seeks relief from Defendant's uniform policies and practices of denying Plaintiff and members of the Class wages and compensation owed under California law.

29. Starting on or about February 1, 2021 and continuing to May 13, 2025, Defendant employed Plaintiff on a salaried basis as a Driver at its location in Hayward, California. Plaintiff drove goods from Santa Cruz to San Jose.

30. While employed by Defendant as a Driver, Plaintiff was paid a salary of between \$10,000-\$12,000 per month. Plaintiff was only compensated for 6% of the value of the drives he made. Plaintiff was willfully misclassified as an independent contractor until July 17, 2024, and was thereafter hired by DL as an employee.

FAILURE TO PAY OVERTIME/DOUBLE TIME WAGES

31. Under California law, non-exempt employees as defined by Wage Order No. 9, are entitled to premium wages for overtime worked. Under California law, an hourly paid employee is entitled to overtime pay when they exceed eight hours of work in a single day, exceed 40 hours of work in a week or work seven days in a row. Under California law, non-exempt employees as defined by Wage Order No. 9, are entitled to double time wages for work in excess of 12 hours per day or for work in excess of 8 hours on the seventh consecutive day.

32. As alleged above, Defendant required Plaintiff and the Class to regularly perform compensable tasks during meal breaks and work overtime/double time hours for which they did not receive any compensation.

33. At all times during the relevant time period, Plaintiff and the Class routinely worked schedules such that they were due pay at overtime/double time rates. During this period, it was the practice and policy of Defendant to not pay employees overtime/double time wages. Monies for unpaid overtime/double time remain due and owing.

FAILURE TO PAY MINIMUM WAGES

34. Under California law, non-exempt employees as defined by Wage Order No. 9, are entitled to minimum wages.

1 35. Under California law, an hourly paid employee is entitled to be paid a minimum
2 wage. Labor Code Section 1197 states the California requirement that employees must be paid
3 at least the minimum wage fixed by the Commission or by any applicable state or local law,
4 and any payment of less than the minimum wage is unlawful. Similarly, Labor Code Section
5 1194 states “any employee receiving less than the legal minimum wage...is entitled to recover
6 in a civil action the unpaid balance of the full amount of this minimum wage.” The applicable
7 IWC Wage Order(s), including IWC Wage Order No. 9-2001, obligates employers to pay each
8 employee minimum wages for all hours worked.

9 36. These minimum wage standards apply to each hour employees worked or were
10 subject to control by the employer for which they were not paid. Therefore, an employer’s
11 failure to pay for any particular hour of time worked by an employee or subject to the
12 employer’s control is unlawful, even if averaging an employee’s total pay over all hours
13 worked, paid or not, results in an average hourly wage above minimum wage. *Armenta v.*
14 *Osmose, Inc.*, 135 Cal. App. 4th 314, 324 (2005).

15 37. At all times during the relevant time period, it was the practice and policy of
16 Defendant to pay employees less than minimum wage rates due to the lack of proper meal/rest
17 breaks. Monies for these underpaid amounts remain due and owing.

18 38. At all times during the relevant time period, Plaintiff and the Class routinely
19 worked schedules such that they were due pay at minimum wage rates. During this period, it
20 was the practice and policy of Defendant to not pay employees’ minimum wages. Monies for
21 unpaid minimum wages remain due and owing.

22 **INTERRUPTED AND/OR NOT AFFORDED MEAL BREAKS**

23 39. Plaintiff and the Class members were routinely not afforded compliant meal
24 breaks. Meal breaks were routinely interrupted and/or not afforded.

25 **FAILURE TO AFFORD REST BREAKS**

26 40. Plaintiff and Class members were routinely not afforded rest breaks because
27 they would miss their deliveries and pickups.

28 **FAILURE TO ISSUE ACCURATE WAGE STATEMENTS**

1 41. As a result of Defendant's failure to pay employees required overtime/double
2 time wages, minimum wages, failure to afford meal/rest breaks, the wage statements issued to
3 the employees did not comply with *Labor Code* §226 and California Industrial Welfare
4 Commission ("IWC") Wage Order No. 9 in that they did not accurately reflect all wages earned
5 and due and owing.

6 **FAILURE TO PAY WAGES DUE UPON TERMINATION AND/OR RESIGNATION**

7 42. As a further result of Defendant's failure to pay employees at required
8 overtime/double time wage rates and minimum wages, for meal/rest breaks not properly
9 afforded, when the employees left their employ, they were not timely paid all wages due them,
10 as required by *Labor Code* §§ 201, 202 and Wage Order No. 9.

11 **FAILURE TO REIMBURSE BUSINESS EXPENSES**

12 43. Defendant failed to reimburse Plaintiff and Class members with their necessary
13 business expenses, such as cell phone use.

14 **FAILURE TO ALLOW INSPECTION OF PERSONNEL RECORDS**

15 44. Defendant failed to allow Plaintiff to timely inspect his personnel records and
16 payroll file.

17 **FIRST CAUSE OF ACTION**

18 **FAILURE TO PAY OVERTIME/DOUBLE TIME WAGES**

19 **(Labor Code §§ 510, 558, 1194, 1194.3, 1198, IWC Wage Order No.9 By Plaintiff Against**
20 **Defendant and Does 1 through 100)**

21 45. Plaintiff and the Class reallege and incorporate by reference all of the allegations
22 set forth in this Complaint.

23 46. During Plaintiff's entire employment with Defendant, pursuant to Cal. Lab.
24 Code §§510, 1194, and 1198, and IWC Wage Order No. 9, Defendant was required to
25 compensate Plaintiff and Class members with premium pay for all overtime work performed,
26 for hours worked in excess of eight (8) hours per day and/or forty (40) hours per week and for
27 the first eight (8) hours on the seventh (7th) consecutive day of any work week. Defendant was
28 required to compensate Plaintiff and Class members with premium pay for all double-time

1 performed, for hours worked in excess of twelve (12) hours per workday and for work in
2 excess of eight hours on any seventh day of a workweek.

3 47. At all times relevant herein, Cal. Lab. Code §1194(a) provided that an employee
4 who had not been paid overtime/double time compensation could recover the unpaid balance of
5 the full amount of overtime/double time wages due, including interest thereon, together with
6 reasonable attorneys' fees and costs of suit.

7 48. Pursuant to IWC Wage Order No. 9, § 3, "Employment beyond eight (8) hours
8 in any workday is permissible provided the employee is compensated for such overtime at not
9 less than: (a) One and one-half (1 1/2) times the employee's regular rate of pay for all hours
10 worked in excess of eight (8) hours up to and including twelve (12) hours in any workday... "

11 49. California Labor Code section 558 provides in pertinent part:

12 (a) Any employer or other person acting on behalf of an employer who
13 violates, or causes to be violated, a section of this chapter or any
14 provision regulating hours and days of work in any order of the
15 Industrial Welfare Commission shall be subject to a civil penalty as
follows:

16 (1) For any initial violation, fifty dollars (\$50) for each underpaid
17 employee for each pay period for which the employee was underpaid in
addition to an amount sufficient to recover underpaid wages.

18 (2) For each subsequent violation, one hundred dollars (\$100) for each
19 underpaid employee for each pay period for which the employee was
20 underpaid in addition to an amount sufficient to recover underpaid
wages.

21 (3) Wages recovered pursuant to this section shall be paid to the affected
22 employee...

23 (c) The civil penalties provided for in this section are in addition to any
24 other civil or criminal penalty provided by law.

25 50. Throughout Plaintiff's and Class members' employment, Plaintiff and Class
26 members worked overtime/double time hours and were not paid overtime/double time pay.

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51. The foregoing overtime/double time compensation is owed and unpaid. As a direct and proximate result of Defendant's failure and refusal to pay overtime/double time, Plaintiff and Class members suffered damages in an amount to be proven at trial.

52. Pursuant to Cal. Lab. Code §1194(a), Plaintiff, who retained the services of legal counsel in order to enforce Plaintiff's rights to overtime/double time pay, is entitled to recover Plaintiff's attorneys' fees, costs and interest.

SECOND CAUSE OF ACTION

FOR FAILURE TO PAY MINIMUM WAGES

**(Labor Code §§ 1194, 1197, 1197.1, 1198, 119, IWC Wage Order No. 9 By Plaintiff
Against Defendant and Does 1 through 100)**

53. Plaintiff and the Class reallege and incorporate by reference all of the allegations set forth in this Complaint.

54. *Labor Code* § 1197 states the California requirement that employees must be paid at least the minimum wage fixed by the Commission, and any payment of less than the minimum wage is unlawful. Similarly, *Labor Code* § 1194 entitles “any employee receiving less than the legal minimum wage...entitled to recover in a civil action the unpaid balance of the full amount of this minimum wage.” IWC Wage Order 9-2001 also obligates employers to pay each employee minimum wages for all hours worked. These minimum wage standards apply to each hour employees worked for which they were not paid. Therefore, an employer’s failure to pay for any particular hour of time worked by an employee is unlawful, even if averaging an employee’s total pay over all hours worked, paid or not, results in an average hourly wage above minimum wage. *Armenta v. Osmose, Inc.*, 135 Cal. App. 4th 314, 324 (2005).

55. Here, Defendant's failure to afford meal/rest breaks resulted in Plaintiff and the Class not being paid minimum wages that was due to them.

56. California Labor Code section 558 provides in pertinent part:

(a) Any employer or other person acting on behalf of an employer who violates, or causes to be violated, a section of this chapter or any provision regulating hours and days of work in any order of the

1 Industrial Welfare Commission shall be subject to a civil penalty as
2 follows:

3 (1) For any initial violation, fifty dollars (\$50) for each underpaid
4 employee for each pay period for which the employee was underpaid in
addition to an amount sufficient to recover underpaid wages.

5 (2) For each subsequent violation, one hundred dollars (\$100) for each
6 underpaid employee for each pay period for which the employee was
7 underpaid in addition to an amount sufficient to recover underpaid
wages.

8 (3) Wages recovered pursuant to this section shall be paid to the affected
9 employee...

10 (c) The civil penalties provided for in this section are in addition to any
other civil or criminal penalty provided by law.

11 57. *Labor Code* § 1194 provides, in part, that any employee receiving less than the
12 legal minimum wage is entitled to recover in a civil action the unpaid balance of the minimum
13 wage, including interest thereon, reasonable attorney's fees, and costs of suit.

14 58. *Labor Code* § 1194.2 allows an employee to recover liquidated damages in an
15 amount equal to the wages unlawfully unpaid and interest thereon for any action under *Labor*
16 *Code* § 1194. Where an employee, such as Plaintiff and the other Class members, are not paid
17 for all hours worked under *Labor Code* § 1194, the employee may recover minimum wages for
18 the time associated with the overtime for which they received no compensation. *See Sillah v.*
19 *Command Int'l Sec. Servs.*, 154 F. Supp. 3d 891 (N.D. Cal. 2015) (holding that employees
20 suing for failure to pay overtime could recover liquidated damages under § 1194.2 if they also
21 showed they were paid less than minimum wage); *accord Andrade v. Arby's Rest. Grp., Inc.*,
22 225 F. Supp. 3d 1115, 1132-33 (N.D. Cal. 2016).

23 59. Plaintiff and the other Class Members suffered and continue to suffer losses
24 related to the use and enjoyment of compensation due and owing to them as a direct result of
25 Defendant's unlawful acts and Labor Code violations in an amount to be shown according to
26 proof at trial and within the jurisdictional limitations of this Court.

27 60. Therefore, pursuant to Labor Code §§200, 218.5, 558 and 1194, Plaintiff and the
28 Class are entitled to recover the unpaid balances of the minimum wages Defendant owes them,

1 plus interest, penalties, attorneys' fees, expenses and costs of suit, in amounts according to
2 proof.

3 **THIRD CAUSE OF ACTION**

4 **FAILURE TO PAY FOR MEAL BREAKS**

5 **(Labor Code § 226.7 and IWC Wage Order No. 9 By Plaintiff Against Defendant and**
6 **Does 1 through 100)**

7 61. Plaintiff and the Class reallege and incorporate by reference all of the allegations
8 set forth in this Complaint.

9 62. California Labor Code §226.7(a) prohibits an employer from requiring an
10 employee to work during any meal period mandated by Industrial Wage Order No. 9. Section
11 226.7(b) of the California Labor Code provides that "[a]n employer shall not require an
12 employee to work during a meal or rest break or recovery period mandated pursuant to an
13 applicable statute, or applicable regulation, standard, or order of the Industrial Welfare
14 Commission..."

15 63. California Labor Code §1198 makes unlawful the employment of an employee
16 under conditions the IWC prohibits.

17 64. IWC Order No. 9-2001(11)(A) provides, in relevant part: "No employer shall
18 employ any person for a work period of more than five (5) hours without a meal period of not
19 less than 30-minutes, except that when a work period of not more than six (6) hours will
20 complete the day's work the meal period may be waived by mutual consent of the employer and
21 the employee."

22 65. IWC Order No. 9-2001 (11)(c) further provides, in relevant part: "Unless the
23 employee is relieved of all duty during a 30-minute meal period, the meal period shall be
24 considered an 'on duty' meal period and counted as time worked."

25 66. Section 512(a) of the California Labor Code provides, in relevant part, that:

26 An employer may not employ an employee for a work period of more than five
27 hours per day without providing the employee with a meal period of not less
28 than 30-minutes, except that if the total work period per day of the employee is
no more than six hours, the meal period may be waived by mutual consent of

1 both the employer and employee. An employer may not employ an employee
2 for a work period of more than 10 hours per day without providing the
3 employee with a second meal period of not less than 30-minutes, except that if
4 the total hours worked is no more than 12 hours, the second meal period may
be waived by mutual consent of the employer and the employee only if the first
meal period was not waived.

5 67. The Labor Code and Wage Order provisions cited above require California
6 employers to provide employees with off-duty 30-minute meal periods on or before the fifth
7 hour of their shifts. To satisfy this obligation, California employers must: (1) make employees
8 aware of their right to off-duty 30-minute meal periods before the fifth hour of their shifts, and
9 (2) ensure that employees are actually free of job duties for thirty minutes per day on or before
10 the fifth hour of their shifts.

11 68. At times Plaintiff and Class members' meal breaks were interrupted, and/or not
12 afforded at all.

13 69. As alleged herein, Plaintiff and the members of the Class were routinely
14 required to work through their meal period at the fifth hour of their shifts with Defendant's
15 endorsement, encouragement, knowledge and acquiescence.

16 70. Under California law, employers must also record their employees' meal
17 periods: "Every employer shall keep accurate information with respect to each employee,
18 including the following: ... Meal periods ... shall also be recorded. Meal periods during which
19 operations cease ... need not be recorded." IWC Order No. 9, § (7)(A)(3). Where the employer
20 has failed to keep records required by statute, the consequences of such failure should fall on
21 the employer, not the employee. In such a situation, imprecise evidence by the employee can
22 provide a sufficient basis for liability." *Hernandez v. Mendoza*, 199 Cal. App. 3d 721, 727
23 (1988). Inasmuch as Defendant had an obligation under the record-keeping requirements of the
24 Wage Order to track meal periods unless "all work ceases", Defendant knew or should have
25 known its employees were regularly not afforded proper meal periods during the Class Period.

26 71. Defendant has a policy or practice of failing to ensure that Plaintiff and
27 members of the Class take the meal periods required by California Labor Code §226.7 and
28 IWC Wage Order No. 9-2001 §11.

1 72. By their actions in not affording Plaintiff and Class Members compliant meal
2 periods, Defendant violated Cal. Lab. Code §226.7(b) and section 11 of Wage Order No. 9 in
3 the amount of one additional hour of pay at the employee's regular rate of compensation for
4 each work period during each day in which Defendant failed to provide employees with
5 statutory timely off-duty meal periods.

6 73. Defendant also has a policy or practice of failing to pay each of their employees
7 who was not provided with a meal period as required an additional one hour of compensation at
8 each employee's regular rate of pay.

9 74. Cal. Labor Code § 218 authorizes Plaintiff and the members of the Class to
10 bring a private right of action to recover wages due based on the deprivation of timely meal
11 periods under Cal. Labor Code § 226.7(b).

12 75. As a direct and proximate result of Defendant's unlawful conduct as alleged
13 herein, Plaintiff and members of the Class have sustained economic damages, including but not
14 limited to unpaid wages and lost interest, in an amount to be established at trial, and are entitled
15 to recover economic and statutory damages, attorneys' fees and penalties and other appropriate
16 relief due to Defendant's violations of the California Labor Code and IWC Wage Order No. 9.

17 **FOURTH CAUSE OF ACTION**

18 **FAILURE TO PAY FOR REST BREAKS**

19 **(Labor Code § 226.7 and IWC Wage Order No. 9 By Plaintiff Against Defendant and**
20 **Does 1 through 100)**

21 76. Plaintiff and the Class reallege and incorporate by reference all of the allegations
22 set forth in this Complaint.

23 77. Labor Code § 226.7 and IWC Wage Order No. 9 provide that employers shall
24 authorize and permit all employees to take rest periods at the rate of ten minutes net rest time
25 per four hours of work, or major fraction thereof.

26 78. Labor Code § 226.7 and IWC Wage Order No. 9 provide that if an employer
27 fails to provide an employee with rest periods in accordance with those provisions, the
28

1 employer shall pay the employee one hour of pay at the employee's regular rate of
2 compensation for each workday that the rest periods were not so provided.

3 79. Defendant has intentionally and improperly denied rest periods to Plaintiff and
4 the Class in violation of Labor Code § 226.7 and IWC Wage Order No. 9. Plaintiff and Class
5 members were not able to take rest periods because it would cause them to miss deliveries and
6 pickups.

7 80. At all times relevant hereto, Defendant failed to provide compliant rest periods
8 as required by Labor Code § 226.7 and Wage Order No. 9.

9 81. By virtue of Defendant's unlawful failure to provide rest periods to Plaintiff and
10 the Class, Plaintiff and the Class have suffered, and will continue to suffer, damages in amounts
11 which are presently unknown to Plaintiff and the Class, but which exceed the jurisdictional
12 limits of the Court and which will be ascertained according to proof at trial.

13 **FIFTH CAUSE OF ACTION**

14 **FOR FAILURE TO MAINTAIN RECORDS AND PROVIDE ACCURATE WAGE**

15 **ITEMIZED STATEMENTS**

16 **(Labor Code §226 By Plaintiffs Against Defendant and Does 1 through 100)**

17 82. Plaintiff and the Class reallege and incorporate by reference all of the allegations
18 set forth in this Complaint.

19 83. Pursuant to IWC Wage Order No. 9, Defendant was the employer of Plaintiff
20 and the Class.

21 84. Pursuant to California Labor Code sections 226, and Wage Order 9-2001 section
22 7, Defendant is required to maintain and provide accurate records relating to employee
23 compensation including all formulas and production records used to calculate wages due.

24 85. Defendant is further required to provide, *inter alia*, semimonthly or at the time
25 of each payment of wages, an accurate itemized statement showing: (1) gross wages earned; (2)
26 all deductions from wages; (3) net wages earned; (4) the inclusive dates of the period for which
27 the employee is being paid; (5) the name of the employee; and (6) the name and address of the
28 legal entity that is the employee's actual employer. Cal. Labor Code §226(a).

1 86. Section 226(e) provides that an employee is entitled to recover \$50 for the
2 initial pay period in which a violation of Section 226 occurs and \$100 for each subsequent pay
3 period, not to exceed \$4,000, plus an award of costs and reasonable attorneys' fees, for all pay
4 periods in which the employer knowingly and intentionally failed to provide accurate itemized
5 statements to the employee causing the employee to suffer injury.

6 87. Notwithstanding these provisions, Defendant has engaged in a uniform practice
7 of refusing to maintain and provide the accurate records and wage statements required by
8 California law.

9 88. Throughout the Class Period, Defendant intentionally and knowingly provided
10 Plaintiff and other members of the Class with weekly itemized wage statements containing
11 inaccurate information regarding the wages earned by Plaintiff and members of the Class in
12 that the payments owed to Plaintiff and the members of the Class for overtime/double time
13 wages, minimum wages, premium pay for meal/rest breaks, were not included in gross wages
14 earned by Plaintiff and members of the Class. Further, Defendant failed to furnish Plaintiff and
15 the Class, upon payment of wages, itemized statements accurately showing the number of
16 hours worked and the rates paid.

17 89. As a result, Plaintiff and members of the Class have been injured by having been
18 deprived of the true facts pertaining to their compensation and employment.

19 90. Plaintiff and members of the Class were damaged by these failures because,
20 among other things, the failures led them to believe that they were not entitled to
21 overtime/double time wages, minimum wages and premium pay for meal/rest breaks not
22 properly afforded, even though they were so entitled and these failures hindered them from
23 determining the amounts of wages owed to them.

24 91. Plaintiff and members of the Class are entitled to the amounts provided in Labor
25 Code §226(e), plus attorneys' fees and costs.

26 92. As result, Plaintiff seeks recovery of the penalties authorized by Labor Code
27 sections 226(e) and 558, and such other penalties and legal and equitable remedies as are
28 provided by law for Defendant's improper conduct.

1 **SIXTH CAUSE OF ACTION**

2 **FOR FAILURE TO PAY WAGES UPON TERMINATION**

3 **(Labor Code §§201-203 By Plaintiffs Against Defendant and Does 1 through 100)**

4 93. Plaintiff and the Class reallege and incorporate by reference all of the allegations
5 set forth in this Complaint.

6 94. Labor Code § 201(a) provides that a discharged employee's unpaid wages are
7 due and payable immediately. Labor Code § 202(a) provides that when an employee resigns
8 from employment, unpaid wages are due and payable within 72 hours of resignation.

9 95. Labor Code § 203(a) provides that if an employer willfully fails to pay wages as
10 mandated by Labor Code §§ 201 and 202, the employee's wages shall continue to accrue until
11 paid, not to exceed thirty days.

12 96. Plaintiff and the Class were discharged and/or resigned from Defendant's
13 employ and Defendant willfully failed to pay Plaintiff and the Class wages due them for
14 overtime, minimum wages and meal/ breaks not compliant.

15 97. Under Labor Code § 203(a), Plaintiff and the Class are entitled to one day's
16 wages for each day he or she was not timely paid, not to exceed 30 days' wages.

17 **SEVENTH CAUSE OF ACTION**

18 **REIMBURSEMENT OF BUSINESS EXPENSES**

19 **(Cal. Labor Code §2802 By Plaintiffs Against Defendant and Does 1 through 100)**

20 98. Plaintiff and the Class reallege and incorporate by reference all of the allegations
21 set forth in this Complaint.

22 99. Labor Code §2802 requires employers to indemnify employees for all necessary
23 expenditures incurred by employees in the discharge of their duties.

24 100. At all times relevant herein, Defendant was aware that Plaintiff and Class
25 members were using their cell phones for business, but failed to indemnify Plaintiff and Class
26 members for all their business-related expenses, including wear and tear expenses, in
27 accordance with Labor Code §2802. Plaintiff is informed and believes and thereon alleges that
28 at all relevant times, Defendant maintained a practice of not reimbursing Plaintiff and Class

1 Members for their work-related expenses that they incurred in using their cell phones for work-
2 related purposes.

3 101. As a result of Defendant's conduct, Plaintiff and Class members suffered
4 damages in an amount, subject to proof, to the extent they were not reimbursed for all of their
5 business-related expenses incurred in the discharge of their duties.

6 102. Pursuant to Labor Code §2802, Plaintiff and Class members are entitled to
7 recover the full amount of their unreimbursed business expenses, reasonable attorneys' fees and
8 costs of suit.

9 **EIGHTH CAUSE OF ACTION**

10 **FAILURE TO ALLOW INSPECTION OF EMPLOYMENT RECORDS**

11 ***(Labor Code §1198.5 By Plaintiffs Against Defendant and Does 1 through 100)***

12 103. Plaintiff and the Class reallege and incorporate by reference all of the allegations
13 set forth in this Complaint.

14 104. California Labor Code Section 1198.5 provides:

- 15
- 16 (a) Every current and former employee, or his or her representative, has the
17 right to inspect and receive a copy of the personnel records that the
18 employer maintains relating to the employee's performance or to any
grievance concerning the employee.
- 19 (b) The employer shall make the contents of those personnel records available
20 for inspection to the current or former employee, or his or her
21 representative, at reasonable intervals and at reasonable times, but not later
22 than 30 calendar days from the date the employer receives a written request,
23 unless the current or former employee, or his or her representative, and the
24 employer agree in writing to a date beyond 30 calendar days to inspect the
25 records, and the agreed-upon date does not exceed 35 calendar days from
the employer's receipt of the written request to inspect the records. Upon a
written request from a current or former employee, or his or her
representative, the employer shall also provide a copy of the personnel
records,..... later than 30 calendar days from the date the employer receives
the request...
- 26 (k) If an employer fails to permit a current or former employee, or his or her
27 representative, to inspect or copy personnel records within the times specified I
28 this section... the current or former employee may recover a penalty of seven
hundred fifty dollars (\$750) from the employer.

1 (1) A current or former employee may also bring an action for injunctive relief
2 to obtain compliance with this section, and may recover costs and reasonable
3 attorney's fees in such an action.

4 105. Additionally, pursuant to Wage Order No. 9, at section 7 re: Records, employers
5 are required to keep accurate payroll records on each employee, and such records must be
6 made readily available for inspection by the employee upon reasonable request. The employer
7 must also maintain accurate production records.

8 106. On or about June 11, 2025, Plaintiff's counsel issued a written request to
9 Defendant for copies of his personnel records. Defendant failed to produce Plaintiff's
10 personnel file.

11 107. Under California Labor Code Sections 226, 432 and 1198.5, such records were
12 to include all records relating to Plaintiff's hours worked, wage statements and compensation.
13 Plaintiff's counsel and Defendant did not enter into an agreement to enlarge the time for
14 Defendant's compliance, and Defendant has failed and refused to permit Plaintiff copies of his
15 records.

16 108. As a direct result and consequence of Defendant's failure and refusal to permit
17 Plaintiff full access to his records, Plaintiff seeks injunctive relief in the form of an order or
18 decree mandating Defendant's compliance. Plaintiff has suffered and will suffer harm as a
19 result of Defendant's ongoing refusal to comply. Plaintiff also seeks recovery of the statutory
20 penalty of \$750 based upon Defendant's violation of §1198.

21 **NINTH CAUSE OF ACTION**

22 **(Unfair Competition in Violation of Business & Professions Code §§ 17200 *et seq.* By** 23 **Plaintiffs Against Defendant and Does 1 through 100)**

24 109. Plaintiff and the Class reallege and incorporate by reference all of the allegations
25 set forth in this Complaint.

26 110. Pursuant to IWC Wage Orders No. 9, Defendant was the employer of Plaintiff
27 and the Class. Defendant is also a "person" as that term is defined in Business & Professions
28 Code §17021.

1 111. The Business & Professions Code defines unfair competition as any unlawful,
2 unfair, or fraudulent business practice. At all times relevant herein, by and through the conduct
3 described herein, Defendant has engaged in unfair and unlawful practices by (1) pay
4 overtime/double time wages; (2) pay minimum wages; (3) pay premium pay for meal/rest
5 breaks not properly afforded; (4) furnish Plaintiff and the Class with accurate itemized wage
6 statements, (5) pay Plaintiff and the Class wages due when leaving their employ, (6) reimburse
7 business expenses, and (7) provide personnel records, all in violation of Business & Professions
8 Code §§ 17200 *et seq.*

9 112. By and through the unfair and unlawful business practices described herein,
10 Defendant has obtained valuable property, money and services from the Plaintiff and the Class
11 and has deprived them of valuable rights and benefits guaranteed by law all to the detriment of
12 Plaintiff and the Class.

13 113. All the acts described herein are violations of, among other things, the Labor
14 Code and Industrial Commission Wage Order No. 9, are unlawful and in violation of public
15 policy; and in addition are immoral, unethical, oppressive, and unscrupulous, and thereby
16 constitute unfair and unlawful business practices in violation of Business & Professions Code
17 §§ 17200 *et seq.*

18 114. Plaintiff and the Class are entitled to, and do, seek such relief as may be
19 necessary to restore to them the money and property which Defendant has acquired, or of
20 which Plaintiff and the Class have been deprived by means of the above-described unfair and
21 unlawful business practices.

22 115. Plaintiff and the Class are further entitled to, and do, seek a declaration that the
23 above-described business practices are unfair and unlawful and that injunctive relief should be
24 issued restraining Defendant from engaging in any of the above described unfair and unlawful
25 business practices in the future.

26 116. Plaintiff and the Class have no plain, speedy, and/or adequate remedy at law to
27 redress the injuries which they have suffered as a consequence of the unfair and unlawful
28 business practices of Defendant. As a result of the unfair and unlawful business practices

1 described above, Plaintiff and the Class have suffered and will continue to suffer irreparable
2 harm unless Defendant is restrained from continuing to engage in these unfair and unlawful
3 business practices. In addition, Defendant should be required to disgorge the unpaid moneys to
4 Plaintiff and the Class.

5 **PRAYER FOR RELIEF**

6 WHEREFORE, Plaintiff respectfully prays that this Court enter judgment in his favor
7 and against Defendant as follows:

8 1. For compensatory damages in the amount of overtime/double time wages due to
9 Plaintiff and Class members, according to proof;

10 2. For compensatory damages in the amount of minimum wages due to Plaintiff
11 and Class members, according to proof;

12 3. For one (1) hour of pay at the regular rate of compensation for Plaintiff and
13 Class members for each workday that a meal/rest period was not provided;

14 4. For compensatory damages in the amount of Plaintiff and Class members' cell
15 phone for business purposes, costs and attorneys' fees pursuant to Cal. Code Civ. Proc.
16 §2802(c);

17 5. For injunctive relief requiring Defendant to comply with Labor Code
18 1198.5(b)(1);

19 6. For an award of consequential damages in Plaintiff and Class members' favor
20 and against Defendant, in an amount to be proven at trial;

21 7. For statutory damages pursuant to *Cal. Lab. Code* §226, according to proof;

22 8. For payment to Plaintiff and Class members of waiting time penalties pursuant
23 to *Cal. Lab. Code* §203, in an amount equal to his and Class members' respective daily rates of
24 pay at the time of termination or layoff, multiplied by the total amount of days elapsed between
25 the date of the involuntary termination, and/or 72 hours after notice of the voluntary
26 termination, up to a maximum of 30 days' pay, according to proof;

27 9. For specific relief enforcing waiting time penalties of 30 days of per diem wages
28 pursuant to *Cal. Bus. & Prof. Code* §17200 and *Cal. Lab. Code* §203, according to proof;

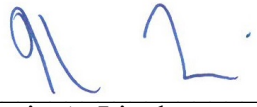
- 1 10. For prejudgment interest accrued on all due and unpaid overtime/double time
2 and minimum wages from the date that wages were due and payable, pursuant to *Cal. Lab.*
3 *Code* §§218.6 and 1194(a), according to proof;
- 4 11. For civil penalties pursuant to *Cal. Labor Code* §1198 and Wage Order No. 9-
5 2001(14);
- 6 12. For statutory penalties pursuant to *Cal. Lab. Code* §§ 558, 226.7, according to
7 proof;
- 8 13. For reasonable costs, including attorneys' fees, in an amount according to proof
9 pursuant to, *inter alia*, *Cal. Labor Code* §§ 1194, 218.5, 1198.5, 2802 and/or *Cal. Code of Civ.*
10 *Proc.* §1021.5;
- 11 14. For an award of restitution of wages to Plaintiff and Class members in an
12 amount equal to the amount of wages owed and unpaid, according to proof;
- 13 15. For injunctive relief ordering the continuing unfair business acts and practices to
14 cease, as the Court deems just and proper;
- 15 16. For other injunctive relief ordering Defendant to notify Plaintiff and Class
16 members that they have not been paid the proper amounts in accordance with California law;
- 17 17. For punitive and exemplary damages in a sum to be determined at trial; and
- 18 18. For such other and further relief as the Court deems just and proper.

19
20 **DEMAND FOR JURY TRIAL**

21 Plaintiff Kasim Rahmani hereby respectfully requests a trial by jury for all claims and
22 issues raised in his Complaint that may be entitled to a jury trial.

23
24 LIPELES LAW GROUP, APC

25 Date: July 11, 2025

26
27 By: 

28 Kevin A. Lipeles
Attorneys for Plaintiff
Kasim Rahmani