

1 JAMES HAWKINS APLC
James R. Hawkins, Esq. (#192925)
2 Gregory Mauro, Esq. (#222239)
Michael Calvo, Esq. (#314986)
3 Lauren Falk, Esq. (#316893)
Ava Issary, Esq. (#342252)
4 9880 Research Drive, Suite 200
Irvine, CA 92618
5 Tel.: (949) 387-7200
Fax: (949) 387-6676
6 Email: James@jameshawkinsaplc.com
Email: Greg@jameshawkinsaplc.com
7 Email: Michael@jameshawkinsaplc.com
Email: Lauren@jameshawkinsaplc.com
8 Email: Ava@jameshawkinsaplc.com

9 Attorneys for Plaintiff SULTAN AHMAD,
on behalf of the general public as private attorney general

10
11 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
FOR THE COUNTY OF LOS ANGELES

12 SULTAN AHMAD, individually and on
13 behalf of all others similarly situated,

14 Plaintiff,

15 v.

16 KABAFUSION HOLDINGS LLC; a
17 California Limited Liability Company;
18 STELLAR HEALTHCARE INC., dba
19 STELLAR HOME HEALTH, a California
Corporation; and DOES 1-50, inclusive,

20 Defendants.
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CASE NO.:

**[PROPOSED] PAGA
REPRESENTATIVE ACTION
COMPLAINT PURSUANT TO THE
PRIVATE ATTORNEYS GENERAL
ACT (Labor Code §§ 2698 *et seq.*)**

COMES NOW Plaintiff EDUARDO SANCHEZ (“Plaintiff”), on behalf the general public and all non-exempt aggrieved employees, acting on behalf of the California Attorney General as private attorney general, asserts claims against Defendants BIG BRAND TIRE COMPANY, INC., a California Corporation; and DOES 1-50, inclusive (collectively “Defendants”) as follows:

I. INTRODUCTION

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

2. In this case, Defendants violated various provisions of the California Labor Code. As set forth below, Defendants implemented policies and practices which led to unpaid wages resulting from Defendant’s: (a) failure to pay wages including overtime, (b) failure to provide meal periods for every work period exceeding more than ten (10) hours per day and failure to pay an additional hour’s of pay or accurately pay an additional hour’s of pay in lieu of providing a meal period; (c) failure to provide rest breaks for every four hours or major fraction thereof worked and failure to pay an additional hour’s of pay or accurately pay an additional hour’s of pay in lieu of providing a rest period; (d) failing to provide accurate itemized wage statements, and (e) failure to timely pay wages upon separation. As a result Plaintiff seeks penalties under Labor Code 2698, *et. seq.* on behalf of the general public as private attorney general and all other aggrieved employees.

II. JURISDICTION AND VENUE

3. The California Superior Court has jurisdiction over this action pursuant to California Constitution Article VI, Section 10, which grants the Superior Court “original jurisdiction in all cases except those given by statute to other trial courts.” The statutes under which this action is brought do not give jurisdiction to any other court.

4. This Court has jurisdiction over Defendants because, upon information and belief, each Defendant either has sufficient minimum contacts in California, or otherwise intentionally

1 avails itself of the California market so as to render the exercise of jurisdiction over it by the
2 California Courts consistent with traditional notions of fair play and substantial justice.

3 5. Venue as to each Defendant is proper in this judicial district pursuant to Code of
4 Civil Procedure section 395. Defendants are doing business throughout California, including but
5 not limited to Los Angeles County, and each Defendant is within the jurisdiction of this Court for
6 service of process purposes. The unlawful acts alleged herein have a direct effect on Plaintiff and
7 all other aggrieved employees within the State of California. Defendants employ numerous
8 aggrieved employees in in the State of California.

9 6. On information and belief, Defendants have conducted business within the State of
10 California during the purported liability period and continue to conduct business throughout the
11 State of California. The unlawful acts alleged herein have had a direct effect on Plaintiff, and the
12 similarly situated non-exempt aggrieved employees within California.

13 7. The California Superior Court also has jurisdiction in this matter because on
14 information and belief there are no federal questions at issue, as the issues herein are based solely
15 on California statutes and law, including the California Labor Code, the IWC Wage Orders, the
16 California Code of Civil Procedure, the California Civil Code, and the California Business and
17 Professions Code.

18 8. On information and belief, during the statutory liability period and continuing to
19 the present ("liability period"), Defendant consistently maintained and enforced against
20 Defendant's Non-Exempt Aggrieved Employees, among others, the following unlawful practices
21 and policies, in violation of California state wage and hour laws: (a) failure to pay wages including
22 overtime, (b) failure to provide meal periods for every work period exceeding more than ten (10)
23 hours per day and failure to pay an additional hour's of pay or accurately pay an additional hour's
24 of pay in lieu of providing a meal period; (c) failure to provide rest breaks for every four hours or
25 major fraction thereof worked and failure to pay an additional hour's of pay or accurately pay an
26 additional hour's of pay in lieu of providing a rest period; (d) failing to provide accurate itemized
27 wage statements, and (e) failure to timely pay wages upon separation. As a result Plaintiff seeks
28 penalties under Labor Code 2698, *et. seq.* on behalf of the general public as private attorney

1 general and all other aggrieved employees.

2 9. Plaintiff on behalf of the general public as private attorney general and all other
3 aggrieved employees bring this action pursuant to Labor Code 2698, et. seq. for violations
4 enumerated under 2699.5 as follows: sections 201-203, 510, 512, 558, 226, 226.7, 226.3, 1174,
5 1174.5, 1175, 1194, 1197, 1197.1, 1198, and seeking penalties, interest, attorneys' fees and costs.

6 **III. PARTIES**

7 10. Plaintiff, SULTAN AHMAD, was at all times relevant to this action, a resident of
8 California. Plaintiff was employed by Defendants in approximately May 2023 as a Non-Exempt
9 Employee with the title of Reimbursement Department Assistant until Plaintiff's separation from
10 Defendants' employ in April 2025.

11 11. Defendants KABAFUSION HOLDINGS LLC; and STELLAR HEALTHCARE
12 INC., dba STELLAR HOME HEALTH, operates as a health center for infusion therapy services
13 in California. Plaintiff estimates there are in excess of 100 Non-Exempt Employees who work or
14 have worked for Defendants over the last year.

15 12. Other than identified herein, Plaintiff is unaware of the true names, capacities,
16 relationships, and extent of participation in the conduct alleged herein, of the Defendants sued as
17 DOES 1 through 50, but is informed and believes and thereon alleges that said defendants are
18 legally responsible for the wrongful conduct alleged herein and therefore sues these defendants by
19 such fictitious names. Plaintiff will amend this complaint when their true names and capabilities
20 are ascertained.

21 13. Plaintiff is informed and believes and thereon alleges that each defendant, directly
22 or indirectly, or through agents or other persons, employed Plaintiff and other members of
23 Aggrieved Employees, and exercised control over their wages, hours, and working conditions.
24 Plaintiff is informed and believes and thereon alleges that each Defendants acted in all respects
25 pertinent to this action as the agent of the other Defendants, carried out a joint scheme, business
26 plan or policy in all respects pertinent hereto, and the acts of each Defendants are legally
27 attributable to the other defendants.

28 14. On information and belief, Defendants willfully failed to pay all earned wages in

1 the form regular wages and overtime wages, and meal and rest period premium wages, to its Non-
2 Exempt Employees and members of the Representative Group; nor have Defendants returned to
3 Plaintiff or members of the Representative Group, upon or after separation from employment with
4 Defendants, all wages earned and owing. Plaintiff seeks penalties under Labor Code 2698, *et. seq.*
5 on behalf of the general public as private attorney general and all other aggrieved employees.

6 **IV. GENERAL ALLEGATIONS**

7 15. At all times set forth herein, Defendants employed Plaintiff and other persons in the
8 capacity of non-exempt positions, however titled, throughout the state of California.

9 16. Plaintiff is informed and believes Aggrieved Employees have at all times pertinent
10 hereto been Non-Exempt within the meaning of the California Labor Code and the implementing
11 rules and regulations of the IWC California Wage Orders.

12 17. Defendants continue to employ Non-Exempt Employees, however titled, in
13 California and implement a uniform set of policies and practices to all non-exempt employees, as
14 they were all engaged in the generic job duties related to Defendants' healthcare services.

15 18. Plaintiff is informed and believes, and thereon alleges, that Defendants are and
16 were advised by skilled lawyers and other professionals, employees, and advisors with knowledge
17 of the requirements of California's wage and employment laws.

18 19. Plaintiff alleges that all Aggrieved Employees are citizens of the State of
19 California.

20 20. On information and belief, during the relevant time frame, Plaintiff and Aggrieved
21 Employees frequently worked well over eight (8) hours in a day and forty (40) hours in a work
22 week.

23 21. During the relevant time frame, Defendants compensated Plaintiff and Aggrieved
24 Employees based upon an hourly rate.

25 22. On information and belief, during the relevant time frame, Plaintiff and Aggrieved
26 Employees were typically scheduled to work five (5) days a week for approximately eight (8) or
27 more hours in a day.

28 23. Plaintiff is informed and believes that the Aggrieved Employees were required to

1 keep similar schedules.

2 24. Plaintiff is informed and believes, and thereon alleges, that Defendants failed to
3 compensate Plaintiff and Aggrieved Employees for all time worked resulting in an underpayment
4 of minimum and overtime wages. For instance, Plaintiff and Aggrieved Employees were deducted
5 30 minutes of time for meal periods that were late, cut short, or not provided, resulting in
6 disproportionate underpayment of minimum and overtime wages.

7 25. As a result of the above practices, Plaintiff and Aggrieved Employees were not
8 compensated correctly for minimum and overtime wages.

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

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

16 28. Similarly, as a consequence of Defendants' staffing and scheduling practices, lack
17 of coverage, work demands, and Defendants' policies and practices, Defendants frequently failed
18 to provide Plaintiff and the Aggrieved Employees legally compliant second meal periods on shifts
19 over ten hours as required by law.

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

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

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

28 32. Plaintiff is informed and believes, and thereon alleges, that Defendants know,

1 should know, knew, and/or should have known that Plaintiff and the other Aggrieved Employees
2 were entitled to receive premium wages based on their regular rate of pay under Labor Code
3 §226.7 but were not receiving such compensation.

4 33. During the relevant time frame, Plaintiff and the Non-Exempt Employees were
5 systematically not authorized and permitted to take one net ten-minute paid, rest period for every
6 four hours worked or major fraction thereof, which is a violation of the Labor Code and IWC
7 wage order.

8 34. Defendants maintained and enforced scheduling practices, policies, and imposed
9 work demands that frequently required Plaintiff and Aggrieved Employees to forego their lawful,
10 paid rest periods of a net ten minutes for every four hours worked or major fraction thereof. Such
11 requisite rest periods were not timely authorized and permitted as a result of Defendants' failure to
12 provide relief for Plaintiff and Aggrieved Employees to take their lawfully required breaks.

13 35. Plaintiff and Aggrieved Employees were prohibited from leaving the premises
14 during rest periods.

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

20 37. Defendants also failed to provide accurate, lawful itemized wage statements to
21 Plaintiff and the Aggrieved Employees in part because of the above specified violations. In
22 addition, upon information and belief, Defendants omitted an accurate itemization of total hours
23 worked, including premiums due and owing for rest period violations, gross pay and net pay
24 figures from Plaintiff and the Aggrieved Employees' wage statements.

25 38. Plaintiff is informed and believe, and thereon alleges, that at all times herein
26 mentioned, Defendants knew that at the time of termination of employment (or within 72 hours
27 thereof for resignations without prior notice as the case may be) they had a duty to accurately
28 compensate Plaintiff and Aggrieved Employees for all wages owed including minimum wages and

1 overtime, meal and rest period premiums, at the time of separation. Defendants had the financial
2 ability to pay such compensation, but willfully, knowingly, recklessly, and/or intentionally failed
3 to do so in part because of the above-specified violations. Therefore, Defendants failed to timely
4 pay such owed wages pursuant to Labor Code sections 201-203.

5 39. Upon information and belief, Defendants knew and or should have known that it is
6 improper to implement policies and commit unlawful acts such as:

7 (a) requiring employees to work four (4) hours or a major fraction thereof without
8 being provided a minimum ten (10) minute rest period and without compensating the employees
9 with one (1) hour of pay at the employees' regular rate of compensation for each workday that a
10 rest period was not provided;

11 (b) failing to pay all wages including overtime wages;

12 (c) failing to provide accurate itemized wage statements; and

13 (d) failing to timely pay wages upon separation.

14 41. In addition to the violations above, and on information and belief, Defendants knew
15 they had a duty to compensate Plaintiff and Aggrieved Employees for the allegations asserted
16 herein and that Defendants had the financial ability to pay such compensation, but willfully,
17 knowingly, recklessly, and/or intentionally failed to do so.

18 42. Plaintiff and Aggrieved Employees they seek to represent are covered by, and
19 Defendants are required to comply with, applicable California Labor Codes, Industrial Welfare
20 Commission Occupational Wage Orders (hereinafter "IWC Wage Orders") and corresponding
21 applicable provisions of California Code of Regulations, Title 8, section 11000 *et seq.*

22 **VI. REPRESENTATIVE CLAIMS**

23 **THE PRIVATE ATTORNEYS GENERAL ACT- LABOR CODE §§ 2698 *et seq.***

24 43. Plaintiff incorporates by reference and re-alleges each and every allegation
25 contained above, as though fully set forth herein.

26 44. On July 22, 2025 Plaintiff complied with notice requirements pursuant to Labor
27 Code section 2699.3. A copy of the letter sent to the LWDA is attached hereto as **Exhibit A**,
28 indicating that the LWDA and Defendants were put on notice of the claims alleged here and that

1 the notice requirement has been satisfied. Sixty five days have passed and the LWDA has not
2 indicated intent to investigate the claims. Therefore, Plaintiff may proceed with this action in a
3 representative capacity. The substance and violations set forth in this Complaint of which the
4 LWDA was provided timely notice, Plaintiff has also sent a copy of this PAGA Representative
5 Action Complaint to the LWDA.

6 45. Plaintiff is an aggrieved employee as defined in Labor Code Section 2699(a).
7 Plaintiff brings this cause of action on behalf of all current and former California Non-Exempt
8 Employees of Defendants.

9 46. Pursuant to Labor Code section 2699(a) Plaintiff seek to recover civil penalties for
10 which Defendants are liable due to numerous Labor Code violations as set forth in this Complaint,
11 including without limitation Labor Code section 201-203, 510, 512, 558, 226, 226.7, 226.3, 1174,
12 1174.5, 1175, 1194, 1197, 1197.1, 1198, and, 2698 *et seq.*, applicable IWC Wage Orders and
13 California Code of Regulations, Title 8, section 11000 *et. seq.*

14 47. At all times relevant, Plaintiff and all other aggrieved employees regularly
15 performed non-exempt work in excess of 50% of the time, and thus, were subject to the meal and
16 rest break requirements of the applicable IWC wage order and the Labor Code.

17 48. As a result of Defendants' unlawful conduct, Plaintiff and Aggrieved employees are
18 entitled to penalties to the extent they were not paid at the prevailing wage rate for all hours
19 worked.

20 49. For the violations below, Plaintiff and the Representative Aggrieved Employees are
21 entitled to recover Penalties and attorneys' fees and costs under Labor Code section 2698, *et. seq.*

22 **FAILURE TO PAY WAGES INCLUDING OVERTIME**

23 50. At all times relevant, the IWC wage orders applicable to Plaintiff and the
24 Aggrieved Employees require employers to pay its employees for each hour worked at least
25 minimum wage. "Hours worked" means the time during which an employee is subject to the
26 control of an employer, and includes all the time the employee is suffered or permitted to work,
27 whether or not required to do so, and in the case of an employee who is required to reside on the
28 employment premises, that time spent carrying out assigned duties shall be counted as hours

1 worked.

2 51. At all relevant times, Labor Code §1197 provides that the minimum wage for
3 employees fixed by the IWC is the minimum wage to be paid to employees, and the payment of a
4 lesser wage than the established minimum is unlawful. Further, pursuant to the IWC Wage Order
5 and Labor Code, Plaintiff and Aggrieved Employees are to be paid minimum wage for each hour
6 worked, and cannot be averaged At all times relevant, the IWC wage orders applicable to Plaintiff
7 and Aggrieved Employees' employment by Defendants provided that employees working for
8 more than eight (8) hours in a day or forty (40) hours in a work week are entitled to overtime
9 compensation at the rate of one and one-half times the regular rate of pay for all hours worked in
10 excess of eight (8) hours in a day or forty (40) hours in a work week. An employee who works
11 more than twelve (12) hours in a day is entitled to overtime compensation at a rate of twice the
12 regular rate of pay.

13 52. At all relevant times, Labor Code §1197.1 states "[a]ny employer or other persons
14 acting individually as an officer, agent, or employee of another person, who pays or causes to be
15 paid to any employee a wage less than the minimum fixed by an applicable state or local law, or
16 by an order of the commission shall be subject to a civil penalty, restitution of wages, liquidated
17 damages payable to the employee, and any applicable penalties pursuant to Section 203.

18 53. Labor Code §510 codifies the right to overtime compensation at the rate of one and
19 one-half times the regular rate of pay for all hours worked in excess of eight (8) hours in a day or
20 forty (40) hours in a work week and to overtime compensation at twice the regular rate of pay for
21 hours worked in excess of twelve (12) hours in a day or in excess of eight (8) hours in a day on the
22 seventh day of work in a particular work week.

23 54. At all times relevant, Plaintiff and Aggrieved Employees regularly performed non-
24 exempt work and thus were subject to the overtime requirements of the IWC Wage Orders, CCR §
25 11000, et. seq. and the Labor Code.

26 55. At all times relevant, Defendants have failed to accurately pay minimum and
27 overtime owed to Plaintiff and Aggrieved Employees as a result of the off-the-clock work
28 described above.

1 56. Accordingly, Defendants owe Plaintiff and Aggrieved Employees overtime wages,
2 and have failed to pay Plaintiff and Aggrieved Employees the overtime wages owed.

3 **FAILURE TO PROVIDE MEAL PERIODS OR COMPENSATION IN LIEU THEREOF**

4 57. Pursuant to Labor Code §512, no employer shall employ an employee for a work
5 period of more than five (5) hours without providing a meal break of not less than thirty (30)
6 minutes in which the employee is relieved of all of his or her duties. An employer may not
7 employ an employee for a work period of more than ten (10) hours per day without providing the
8 employee with a second meal period of not less than thirty (30) minutes, except that if the total
9 hours worked is no more than twelve (12) hours, the second meal period may be waived by mutual
10 consent of the employer and the employee only if the first meal period was not waived.

11 58. Pursuant to the IWC wage orders applicable to Plaintiff and Aggrieved Employees’
12 employment by Defendants, in order for an “on duty” meal period to be permissible, the nature of
13 the work of the employee must prevent an employee from being relieved of all duties relating to
14 his or her work for the employer and the employees must consent in writing to the “on duty” meal
15 period. On information and belief, Plaintiff and Aggrieved Employees did not consent in writing
16 to an “on duty” meal period. Further, the nature of the work of Plaintiff and Aggrieved
17 Employees was not such that they were prevented from being relieved of all duties. Despite the
18 requirements of the IWC wage orders applicable to Plaintiff’s and Aggrieved Employees’
19 employment by Defendants and Labor Code §512 and §226.7, Defendants did not provide
20 Plaintiff and Aggrieved Employees with all their statutorily authorized meal periods.

21 59. For the four (4) years preceding the filing of this lawsuit, Defendants failed to
22 provide Plaintiff and Aggrieved Employees, timely and uninterrupted meal periods of not less than
23 thirty (30) minutes pursuant to the IWC wage orders applicable to Plaintiff and Aggrieved
24 Employees’ employment by Defendants. As a proximate result of the aforementioned violations,
25 Plaintiff and the other Aggrieved Employees have been damaged in an amount according to proof
26 at time of trial.

27 60. By their failure to provide a compliant meal period for each shift worked over five
28 (5) hours and their failure to provide a compliant second meal period for any shift worked over ten

1 (10) hours per day by Plaintiff and the Aggrieved Employees, and by failing to provide
2 compensation in lieu of such non-provided meal periods, as alleged above, Defendants violated
3 the provisions of Labor Code sections 226.7 and 512 and applicable IWC Wage Orders.

4 61. Plaintiff and the Aggrieved Employees Plaintiff seeks to represent did not
5 voluntarily or willfully waive meal periods and were regularly required to work shifts without
6 being provided all of their legally required meal periods. Defendants created a working
7 environment in which Plaintiff and Aggrieved Employees were not provided all of their meal
8 periods due to shift scheduling and/or work related demands placed upon them by Defendants as
9 well as a lack of sufficient staffing to meet the needs of Defendants' business as discussed above.
10 On information and belief, Defendants' implemented a policy and practice which resulted in
11 systematic and companywide violations of the Labor Code. On information and belief,
12 Defendants' violations have been widespread throughout the liability period and will be evidenced
13 by Defendants' time records for the Aggrieved Employees.

14 **FAILURE TO PROVIDE REST PERIODS OR COMPENSATION IN LIEU THEREOF**

15 62. Pursuant to the IWC wage orders applicable to Plaintiff and Aggrieved Employees'
16 employment by Defendants, "Every employer shall authorize and permit all employees to take rest
17 periods, which insofar as practicable shall be in the middle of each work period.... [The]
18 authorized rest period time shall be based on the total hours worked daily at the rate of ten (10)
19 minutes net rest time per four (4) hours worked or major fraction thereof.... Authorized rest period
20 time shall be counted as hours worked, for which there shall be no deduction from wages." Labor
21 Code §226.7(a) prohibits an employer from requiring any employee to work during any rest period
22 mandated by an applicable order of the IWC.

23 63. Defendants were required to authorize and permit employees such as Plaintiff and
24 Aggrieved Employees to take rest periods, based upon the total hours worked at a rate of ten (10)
25 minutes net rest per four (4) hours worked, or major fraction thereof, with no deduction from
26 wages. Despite said requirements of the IWC wage orders applicable to Plaintiff's and Aggrieved
27 Employees' employment by Defendants, Defendants failed and refused to authorize and permit
28 Plaintiff and Aggrieved Employees, to take ten (10) minute rest periods for every four (4) hours

1 worked, or major fraction thereof.

2 64. On information and belief Defendants created a working environment in which
3 Plaintiff and Aggrieved Employees were not provided all of their rest periods due to shift
4 scheduling and/or work related demands placed upon them by Defendants as well as a lack of
5 sufficient staffing to meet the needs of Defendants' business as discussed above. On information
6 and belief, Defendants implemented a policy and practice which resulted in systematic and
7 companywide violations of the Labor Code. On information and belief, Defendants' violations
8 have been widespread throughout the liability period.

9 **FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS**

10 65. Section 226(a) of the California Labor Code requires Defendants to itemize in wage
11 statements all deductions from payment of wages and to accurately report total hours worked by
12 Plaintiff and Aggrieved Employees including applicable hourly rates and reimbursement expenses
13 among other things. Defendants have knowingly and intentionally failed to comply with Labor
14 Code section 226 and 204 on wage statements that have been provided to Plaintiff and Aggrieved
15 Employees.

16 66. IWC Wage Orders require Defendants to maintain time records showing, among
17 others, when the employee begins and ends each work period, meal periods, split shift intervals
18 and total daily hours worked in an itemized wage statement, and must show all deductions and
19 reimbursements from payment of wages, and accurately report total hours worked by Plaintiff and
20 Aggrieved Employees. On information and belief, Defendants have failed to record all or some of
21 the items delineated in Industrial Wage Orders and Labor Code §226.

22 67. Defendants have failed to accurately record all time worked.

23 68. Defendants have also failed to accurately record the meal and rest period premiums
24 owed and all wages owed per pay period.

25 69. Plaintiff and Aggrieved Employees have been injured as they were unable to
26 determine whether they had been paid correctly for all hours worked per pay period among other
27 things.

28 70. Pursuant to Labor Code section 226, Plaintiff and Aggrieved Employees are

1 entitled up to a maximum of \$4,000 each for record keeping violations.

2 71. Pursuant to Labor Code section 226.3, any employer who violates subdivision (a)
3 of Section 226 shall be subject to a civil penalty in the amount of two hundred fifty dollars (\$250)
4 per employee per violation in an initial citation and one thousand dollars (\$1,000) per employee
5 for each violation in a subsequent citation, for which the employer fails to provide the employee a
6 wage deduction statement or fails to keep the records required in subdivision (a) of Section 226.

7 **FAILURE TO PAY TIMELY PAY WAGES UPON SEPARATION LABOR CODE**

8 **§ 203**

9 72. Plaintiff incorporates and re-alleges each and every allegation contained above as
10 though fully set forth herein.

11 73. Labor Code §§201-202 requires an employer who discharges an employee to pay
12 compensation due and owing to said employee immediately upon discharge and that if an
13 employee voluntarily leaves his or her employment, his or her wages shall become due and
14 payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-
15 two (72) hours previous notice of his or her intention to quit, in which case the employee is
16 entitled to his or her wages on their last day of work.

17 74. Labor Code §203 provides that if an employer willfully fails to pay compensation
18 promptly upon discharge, as required by Labor Code §§201-202, the employer is liable for
19 waiting time penalties in the form of continued compensation for up to thirty (30) work days.

20 75. During the relevant time period, Defendants willfully failed and refused, and
21 continue to willfully fail and refuse, to pay Plaintiff and Aggrieved Employees their wages,
22 earned and unpaid, either at the time of discharge, or within seventy-two (72) hours of their
23 voluntarily leaving Defendants' employ. These wages include regular and overtime, meal and rest
24 period premiums.

25 76. As a result, Defendants are liable to Plaintiff and Aggrieved Employees for waiting
26 time penalties pursuant to Labor Code §203, in an amount according to proof at the time of trial.

27 **FAILURE TO MAINTAIN ACCURATE RECORDS**

28 77. Additionally, Defendants have no accurate records relating to aggrieved

1 employees' work periods, meal periods, total daily hours worked, total hours worked per payroll
2 period and applicable pay rates, in violation of applicable Wage Orders. Similarly, Defendants
3 failed to maintain accurate records relating to hours worked daily in violation of Labor Code
4 sections 1174(d), 1174.5.

5 **PRAYER FOR RELIEF**

6 As a result of Defendants' unlawful conduct and pursuant to Labor Code section 2699(a)
7 Plaintiff and Aggrieved Employees are entitled to civil penalties for which Defendants are liable
8 due to numerous Labor Code violations as set forth in this Complaint, including without limitation
9 Labor Code section 201-203, 510, 512, 558, 226, 226.7, 226.3, 1174, 1174.5, 1175, 1194, 1197,
10 1197.1, 1198, and 2698 *et seq.*, applicable IWC Wage Orders and California Code of Regulations,
11 Title 8, section 11000 *et. seq.*

12 WHEREFORE, Plaintiff prays for judgment against Defendants, as follows:

- 13 1. For penalties according to proof, pursuant to Labor Code §§ 2698 *et seq.*;
14 2. For reasonable attorneys' fees and costs; and
15 3. For such other and further relief as the Court deems proper.

16
17
18 Dated: July 22, 2025

JAMES HAWKINS APLC

19 By: _____

20 JAMES R. HAWKINS, ESQ.
21 GREGORY MAURO, ESQ.
22 MICHAEL CALVO, ESQ.
23 LAUREN FALK, ESQ.
24 AVA ISSARY, ESQ.

25 Attorneys for Plaintiff SULTAN AHMAD, on
26 behalf of the general public as private attorney
27 general.
28