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ELECTRONICALLY FILED

Superior Court of California,
County of Alameda

01/13/2026 at 02:29:00 PM

By: Abdul Kargbo,
Deputy Clerk

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9 SUPERIOR COURT OF THE STATE OF CALIFORNIA
10 FOR THE COUNTY OF ALAMEDA
11 UNLIMITED JURISDICTION

12 KEO KARP, on behalf of himself and all other
aggrieved employees, and the general public,

13 *Plaintiff,*

14 v.

15 K&A ENGINEERING CONSULTING, a
16 New York Stock Corporation; and DOES 1
through 50, inclusive,

17 *Defendants.*
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Case No. 26CV164223

REPRESENTATIVE ACTION

COMPLAINT

1. Civil Penalties (Lab. Code § 2698, *et seq.*)

1 Plaintiff KEO KARP ("Plaintiff"), on behalf of himself and all other aggrieved employees,
2 and the general public, complains and alleges as follows:

3 **INTRODUCTION**

4 1. Plaintiff brings this representative action against defendants K&A ENGINEERING
5 CONSULTING, a New York Stock Corporation; and DOES 1 through 50, inclusive, (collectively
6 referred to as "Defendants") for alleged violations of the Labor Code. As set forth below, Plaintiff
7 alleges that Defendants have

- 8 (1) failed to provide Plaintiff and all other similarly situated individuals with meal
9 periods;
- 10 (2) failed to provide them with rest periods;
- 11 (3) failed to pay them premium wages for missed meal and/or rest periods;
- 12 (4) failed to pay them premium wages for missed meal and/or rest periods at the regular
13 rate of pay;
- 14 (5) failed to pay them at least minimum wage for all hours worked;
- 15 (6) failed to pay them overtime wages at the correct rate;
- 16 (7) failed to pay them for all vested vacation pay;
- 17 (8) failed to reimburse them for all necessary business expenses;
- 18 (9) failed to provide them with accurate written wage statements; and
- 19 (10) failed to pay them all of their final wages following separation of employment.

20 Based on these alleged violations, Plaintiff now brings this representative action to recover civil
21 and statutory penalties, and related relief on behalf of himself and all others similarly situated, all
22 other aggrieved employees, and the State of California.

23 **JURISDICTION AND VENUE**

24 2. This Court has subject matter jurisdiction to hear this case because the unpaid wages,
25 actual damages, liquidated damages, restitution, and penalties sought by Plaintiff from Defendants
26 exceeds the minimal jurisdictional limits of the Superior Court of the State of California.

27 3. Venue is proper in COUNTY OF ALAMEDA pursuant to Code of Civil Procedure
28 §§ 395(a) and 395.5 in that liability arose there, because at least some of the transactions that are the

1 subject matter of this Complaint occurred therein and/or each defendant is found, maintains offices,
2 transacts business, and/or has an agent therein.

3 **PARTIES**

4 4. Plaintiff is and was, and at all relevant times mentioned herein, an individual
5 residing in the State of California.

6 5. Plaintiff is informed and believes, and thereupon alleges, that Defendant K&A
7 ENGINEERING CONSULTING is, and at all relevant times mentioned herein, a New York Stock
8 Corporation doing business in the State of California.

9 6. Plaintiff is ignorant of the true names and capacities of the defendants sued herein as
10 DOES 1 through 50, inclusive, and therefore sues these defendants by such fictitious names.
11 Plaintiff will amend this Complaint to allege the true names and capacities of the DOE defendants
12 when ascertained. Plaintiff is informed and believes, and thereupon alleges, that each of the
13 fictitiously named defendants are responsible in some manner for the occurrences, acts and
14 omissions alleged herein and that Plaintiff's alleged damages were proximately caused by these
15 defendants, and each of them. Plaintiff will amend this complaint to allege both the true names and
16 capacities of the DOE defendants when ascertained.

17 7. Plaintiff is informed and believes, and thereupon alleges that, at all relevant times
18 mentioned herein, some or all of the defendants were the representatives, agents, employees,
19 partners, directors, associates, joint venturers, joint employers, principals, or co-participants of some
20 or all of the other defendants, and, in doing the things alleged herein, were acting within the course
21 and scope of such relationship and with the full knowledge, consent, and ratification by such other
22 defendants.

23 **GENERAL ALLEGATIONS COMMON TO ALL CAUSES OF ACTION**

24 8. Plaintiff worked for Defendants as an hourly, non-exempt employee from
25 approximately October 28, 2024, through April 1, 2025. Defendants rehired Plaintiff on
26 approximately April 15, 2025, as a 1099 independent contractor, but Plaintiff's scope of work duties
27 remained unchanged. Plaintiff is currently still employed.

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Off-the-Clock Work

9. Plaintiff and the aggrieved employees were not paid all wages earned as Defendants directed, permitted, or otherwise encouraged Plaintiff and the aggrieved employees to perform off-the-clock work.

10. Plaintiff and the aggrieved employees regularly performed work after their scheduled work hours and were not paid for this time. Plaintiff and the aggrieved employees were instructed to perform duties such as uploading daily work reports onto Defendants internal system; assisting Defendants' Nepal Services team; and inputting work hours and submitting time sheets, after they had already clocked out and were not paid for the time spent performing these additional duties.

11. To meet Defendant's productivity requirements and quotas, Plaintiff and the aggrieved employees must frequently upload their daily work reports after clocking out and once returning home.

12. Plaintiff would frequently respond to communications from Defendants' Nepal Services Team while off-the-clock to meet Defendants' efficiency standards for this "24/7" work environment. It could take approximately ten minutes or more to adequately assist the Nepal Services Team and resolve their issues—time which was unpaid by Defendants.

13. Additionally, inputting work hours and submitting time sheets could take up to approximately one hour for each pay period—time which was unpaid by Defendants.

14. As a result of performing off-the-clock work that was directed, permitted, or otherwise encouraged by Defendants, Plaintiff and the aggrieved employees should have been paid for this time. Instead, Defendants only paid Plaintiff and the aggrieved employees based on the time they were clocked in for their shifts and did not pay Plaintiff and the aggrieved employees for any of the time spent working off-the-clock.

15. Defendants knew or should have known that Plaintiff and the aggrieved employees were performing work before and after their scheduled work shifts and failed to pay Plaintiff and the aggrieved employees for these hours.

16. Defendants were aware of this practice and directed, permitted, or otherwise encouraged Plaintiff and the aggrieved employees to perform off-the-clock work.

1 17. As a result of Defendants' policies and practices, Plaintiff and the aggrieved
2 employees were not paid for all hours worked.

3 **Misclassification as 1099 Independent Contractor**

4 18. Plaintiff and the aggrieved employees were also classified as 1099 independent
5 contractors when in fact they were non-exempt, hourly employees. At all relevant times, Plaintiff
6 and the aggrieved employees regularly worked more than eight hours each workday, and more than
7 forty hours each workweek. Plaintiff and the aggrieved employees were paid a fixed salary
8 regardless of the number of hours worked and/or compensated them in whole or in part through
9 commissions and failed to pay overtime compensation as required by law.

10 19. On or about April 1, 2025, Plaintiff was terminated from his position as a non-
11 exempt employee but was soon rehired as a 1099 independent contractor on approximately April
12 15, 2025, and classified him as a 1099 independent contractor. Plaintiff's job duties,
13 responsibilities, schedule, and the scope of work remained substantially unchanged following this
14 reclassification.

15 20. Additionally, Defendants exercised control and direction over Plaintiff and the
16 aggrieved employees in the performance of their work, both under the contract and in fact,
17 Defendants dictated work schedules, assigned tasks, required adherence to company policies and
18 procedures, monitored performance, and retained the right to discipline and terminate Plaintiff and
19 the aggrieved employees.

20 21. Furthermore, Defendants relied on Plaintiff and the aggrieved employees to perform
21 the same or substantially similar work as Defendants' non-exempt employees, and Defendants
22 referred to both employees and independent contractors collectively as a single "team."

23 22. Accordingly, Defendants cannot satisfy any of the elements per the ABC test.
24 Therefore, Plaintiff and the aggrieved employees were entitled to all the protections afforded to
25 them as non-exempt employees under California law.

26 23. As a result of being misclassified as 1099 independent contractors, the time worked
27 by Plaintiff and the aggrieved employees were not accurately recorded by the timekeeping system
28 utilized by Defendants and therefore resulted in the failure to pay Plaintiff and the aggrieved

employees for all hours actually worked and overtime compensation.

Missed Meal Periods

24. Plaintiff and the aggrieved employees were not provided with meal periods of at least thirty (30) minutes for each five (5) hour work period due to (1) Defendants' policy of not scheduling each meal period as part of each work shift; (2) chronically understaffing each work shift with not enough workers; (3) imposing so much work on each employee such that it made it unlikely that an employee would be able to take their breaks if they wanted to finish their work on time; and (4) no formal written meal and rest period policy that encouraged employees to take their meal and rest periods.

25. Plaintiff and the aggrieved employees typically worked through meal breaks to meet Defendants' strict quotas and complete all their work.

26. On rare occasions when Plaintiff and the aggrieved employees stopped working to take a meal break, they would be interrupted by constant notifications from management on company phones, company tablets, and their personal cell phones.

27. As a result of Defendants' policy, Plaintiff and the aggrieved employees were regularly not provided with uninterrupted meal periods of at least thirty (30) minutes for each five (5) hours worked due to complying with Defendants' productivity requirements that required Plaintiff and the aggrieved employees to work through their meal periods in order to complete their assignments on time.

Missed Rest Periods

28. Plaintiff and the aggrieved employees were not provided with rest periods of at least ten (10) minutes for each four (4) hour work period, or major fraction thereof, due to (1) Defendants' policy of not scheduling each rest period as part of each work shift; (2) chronically understaffing each work shift with not enough workers; (3) imposing so much work on each employee such that it made it unlikely that an employee would be able to take their breaks if they wanted to finish their work on time; and (4) no formal written meal and rest period policy that encouraged employees to take their meal and rest periods.

29. Plaintiff and the aggrieved employees typically worked through rest breaks to meet

1 Defendants' strict quotas and complete all their work.

2 30. The few times Plaintiff did attempt to take a break, he was constantly being
3 interrupted by notifications and communication from management.

4 31. As a result of Defendants' policy, Plaintiff and the aggrieved employees were
5 regularly not provided with uninterrupted rest periods of at least ten (10) minutes for each four (4)
6 hours worked due to complying with Defendants' productivity requirements that required Plaintiff
7 and the aggrieved employees to work through their rest periods in order to complete their
8 assignments on time.

9 **Vacation Pay**

10 32. Plaintiff and the aggrieved employees accrued vacation wages during their
11 employment with Defendants.

12 33. Vacation wages are considered a form of wages under Labor Code § 200. Vested
13 vacation pay and other similar forms of paid time off earned based on labor performed are
14 considered wages that cannot be subject to forfeiture without compensation for forfeited days at the
15 applicable rates required by law.

16 34. At all relevant times, Defendants maintained policies that provide for the unlawful
17 forfeiture of vested vacation pay in violation of Labor Code § 227.3 and *Suastez v. Plastic Dress-*
18 *Up Co.*, (1982) 31 Cal. 3d 774.

19 35. Plaintiff and the aggrieved employees are entitled to vacation accrued during their
20 employment with Defendants. Upon termination, Plaintiff and the aggrieved employees were not
21 paid all accrued vacation pay.

22 **Expense Reimbursement**

23 36. Plaintiff and the aggrieved employees were required to utilize their own personal cell
24 phones; vehicles; and at-home utilities to perform their job duties.

25 37. Plaintiff and the aggrieved employees were not reimbursed for business expenses
26 incurred in personal cell phone usage; at-home utilities expenses; gas and mileage; vehicle
27 maintenance expenses; and other travel expenses related to their job duties.

28 38. Plaintiff and the aggrieved employees used their personal cell phones to perform job

1 duties including uploading reports, contacting customers, navigating between pole locations using
2 GPS navigation applications, and communicating with colleagues and management using
3 applications such as Microsoft Outlook, Microsoft Teams, and Defendants' internal system.

4 39. Since being rehired as a 1099 independent contractor, Plaintiff is no longer
5 reimbursed for travel expenses related to his job duties such as hotel accommodations, vehicle
6 maintenance, and mileage on his personal vehicle.

7 40. As a result, Defendants failed to reimburse Plaintiff and the aggrieved employees for
8 such necessary business expenses incurred by them.

9 **Wage Statements**

10 41. Plaintiff and the aggrieved employees were not provided with accurate wage
11 statements as mandated by law pursuant to Labor Code § 226.

12 42. Defendants failed to comply with Labor Code 0167 226(a)(1) as "gross wages
13 earned" were not accurately reflected in that all hours worked, including overtime and "off-the-
14 clock" work were not included.

15 43. Defendants failed to comply with Labor Code section 226(a)(2) as "total hours
16 worked by the employee" were not accurately reflected in that all hours worked, including overtime
17 and "off-the-clock" work were not included.

18 44. Defendants failed to comply with Labor Code section 226(a)(5) as "net wages
19 earned" were not accurately reflected in that all hours worked, including overtime and "off-the-
20 clock" work were not included.

21 45. Defendants failed to comply with Labor Code section 226(a)(9) as "all applicable
22 hourly rates in effect during the pay period and the corresponding number of hours worked at each
23 hourly rate by the employee" were not accurately reflected in that all hours worked, including
24 overtime and "off-the-clock" work were not included.

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1 **FIRST CAUSE OF ACTION**

2 **CIVIL PENALTIES**

3 **(Lab. Code §§ 2698 *et seq.*)**

4 46. Plaintiff incorporates the preceding paragraphs as if fully alleged herein.

5 47. During the applicable limitations period, Defendants have violated Labor Code §§
6 201, 202, 203, 204, 226(a), 226.7, 227.3, 510, 512, 1194, 1197, 1198, 2775, and 2802.

7 48. Labor Code §§ 2699(a) and (g) authorize an aggrieved employee, on behalf of
8 himself and other current and former employees, to bring a representative civil action to recover
9 civil penalties pursuant to the procedures set forth in Labor Code § 2699.3 that may, but need not,
10 be brought or maintained as a class action pursuant to Code of Civil Procedure section 382.

11 49. Plaintiff, a former employee against whom Defendants committed one or more of the
12 alleged Labor Code violations during the applicable limitations period, is an aggrieved employee
13 within the meaning of Labor Code § 2699(c).

14 50. Plaintiff has complied with the procedures for bringing suit specified in Labor Code
15 § 2699.3. Notice was provided to the California Labor & Workforce Development Agency
16 ("LWDA") and 65 days have elapsed without the LWDA providing Plaintiff with any notice of an
17 intent to investigate.

18 51. Pursuant to Labor Code sections 2699(a) and (f), Plaintiff seeks the following civil
19 penalties for Defendants' violations of Labor Code §§ 201, 202, 203, 204, 226(a), 226.7, 227.3,
20 510, 512, 1194, 1197, 1198, 2775, and 2802:

21 i. For violations of Labor Code §§ 201, 202, 203, 212, 226.7, 227.3, 1194, 1198
22 and 2802, one hundred dollars (\$100) for each employee per pay period for
23 each initial violation and two hundred dollars (\$200) for each employee per
24 pay period for each subsequent violation (penalties set by Labor Code §
25 2699(f)(2));

26 ii. For violations of Labor Code § 203, a penalty in an amount not exceeding
27 thirty (30) days' pay as waiting time (penalties set by Labor Code § 256);

28 iii. For violations of Labor Code § 204, one hundred dollars (\$100) for each

1 employee for each initial violation that was neither willful nor intentional,
2 two hundred dollars (\$200) for each employee, plus 25% of the amount
3 unlawfully withheld from each employee, for each initial violation that was
4 either willful or intentional, and two hundred dollars (\$200) for each
5 employee, plus twenty-five percent (25%) of the amount unlawfully withheld
6 from each employee, for each subsequent violation, regardless of whether the
7 subsequent violation was either willful or intentional (penalties set by Labor
8 Code § 210);

9 iv. For violations of Labor Code § 226(a), if this action is deemed to be an initial
10 citation, two hundred and fifty dollars (\$250) for each employee for each
11 violation. Alternatively, if an initial citation or its equivalent occurred before
12 the filing of this action, one thousand dollars (\$1,000) for each employee for
13 each violation (penalties set by Labor Code § 226.3);

14 v. For violation of Labor Code §§ 510 and 512, fifty dollars (\$50) for each
15 employee for each initial pay period for which the employee was underpaid,
16 and one hundred dollars (\$100) for each employee for each subsequent pay
17 period for which the employee was underpaid (penalties set by Labor Code §
18 558);

19 vi. For violations of Labor Code § 1197, one hundred dollars (\$100) for each
20 aggrieved employee for each initial violation of Labor Code § 1197 that was
21 intentional and two hundred and fifty dollars (\$250) for each aggrieved
22 employee per pay period for each subsequent violation of Labor Code §
23 1197, regardless of whether the initial violation was intentional (penalties set
24 by Labor Code § 1197.1);

25 vii. Pursuant to Labor Code § 2699(g), Plaintiff seeks an award of reasonable
26 attorneys' fees and costs in connection with Plaintiff's claims for civil
27 penalties.

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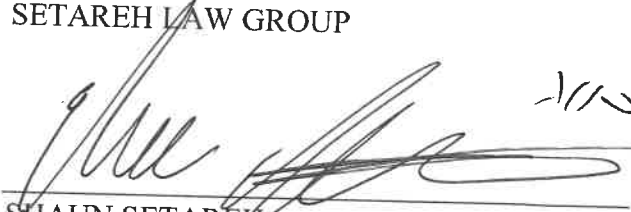
PRAYER FOR RELIEF

WHEREFORE, Plaintiff, on behalf of himself, all other current and former non-exempt employees, and the general public, prays for relief and judgment against Defendants as follows:

- (1) Declaratory relief;
- (2) Pre-judgment interest;
- (3) Civil penalties;
- (4) Costs of suit;
- (5) Reasonable attorneys' fees; and
- (6) Such other relief as the Court deems just and proper.

Dated: January 9, 2026

SETAREH LAW GROUP


SHAUN SETAREH
Attorney for Plaintiff
KEO KARP