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

VU LE, individually and on behalf of all other
aggrieved employees,

Plaintiff,

v.

SOUTHBAY GAS CORPORATION;
SOUTHBAY FRANCHISE CORP.; KAVEH
HOSS; and DOES 1 through 100, inclusive,

Defendants.

Case No. **26TRCV00163**

COMPLAINT FOR:

1. Failure to Pay All Wages;
2. Meal Period Violations (Labor Code §§ 226.7, 512, 558);
3. Rest Period Violations (Labor Code §§ 226.7, 516, 558);
4. Failure to Indemnify All Necessary Business Expenditures (Labor Code §§ 2802, 2804);
5. Wage Statement Violations (Labor Code § 226 *et seq.*);
6. Unfair Competition (Bus. & Prof. Code § 17200 *et seq.*);
7. Retaliation (Labor Code §§ 98.6 and 1102.5);
8. Wrongful Termination in Violation of Public Policy; and
9. Civil Penalties and Public Injunctive Relief under the Private Attorneys General Act (Labor Code § 2698 *et seq.*)

**DEMAND FOR JURY TRIAL
REQUEST FOR PUBLIC
INJUNCTIVE RELIEF
UNLIMITED CIVIL CASE**

1 Plaintiff VU LE (“Plaintiff”), hereby brings this Complaint against SOUTHBAY GAS
2 CORPORATION; SOUTHBAY FRANCHISE CORP.; KAVEH HOSS; and DOES 1 through 100
3 inclusive (collectively, “Defendants”), and hereby alleges with knowledge with respect to his own acts
4 and on information and belief as to other matters as follows:

5 **INTRODUCTION**

6 1. This case arises out of Defendants’ failure to comply with California’s wage/hour and
7 anti-retaliation laws.

8 2. Plaintiff also brings this action on behalf of himself and all other current and former
9 employees of Defendants employed in California during the PAGA Period, including exempt, non-
10 exempt, and/or misclassified employees (collectively, “Aggrieved Employees”). The term “PAGA
11 Period” is defined as commencing from one year prior to the submission of Plaintiff’s notice of Labor
12 Code violations to the Labor and Workforce Development Agency (“LWDA”) and Defendants
13 through the date of final judgment.

14 3. This representative action is brought under, *inter alia*, Labor Code §§ 201-204, 206,
15 210, 221, 223, 224, 226, 226.3, 226.7, 510, 511, 512, 551, 552, 558, 558.1, 1174, 1174.5, 1194, 1194.2,
16 1197, 1197.1, 1198, 1199, 2800, 2802, 2804, and 2810.3, Industrial Welfare Commission Wage Order
17 No. 7 (“Wage Order 7”), and California Business & Professions Code §§ 17200, *et seq.*

18 4. Defendants have engaged in a systematic pattern of wage and hour violations under the
19 Labor Code. During the PAGA Period, Defendants maintained a consistent practice and policy of
20 violating state wage and hour laws by, among other things, failing to timely pay all wages, failing to
21 provide compliant meal periods or compensation in lieu thereof, failing to provide compliant rest
22 periods or compensation in lieu thereof, failing to reimburse necessary business expenditures, failing
23 to timely pay all wages due upon separation of employment, failing to provide accurate itemized wage
24 statements, and failing to maintain accurate records.

25 5. Accordingly, Plaintiff brings this individual and representative action for recovery of
26 civil penalties and injunctive relief under Labor Code §§ 2698 *et seq.*

27 **JURISDICTION AND VENUE**

28 6. This Court has jurisdiction over Defendants because, upon information and belief,

1 Defendants are citizens of California, Defendants have sufficient minimum contacts in California, or
2 otherwise intentionally avail themselves to the California market so as to render the exercise of
3 jurisdiction over them by the California courts consistent with the traditional notions of fair play and
4 substantial justice.

5 7. Venue in this County is proper under Business & Professions Code § 17203 and
6 California Code of Civil Procedure § 395.5 because a substantial part of Defendants' unlawful
7 conduct, acts, and omissions alleged in this Complaint occurred in this County, Defendants reside in
8 this County, and/or Defendants' liability arose in this County.

9 **PARTIES**

10 8. Plaintiff is an individual over the age of eighteen (18). At all relevant times herein,
11 Plaintiff was, and currently is, a California resident. Plaintiff was, and is, a victim of Defendants'
12 policies and/or practices complained of in this Complaint, lost money and/or property, and has been
13 deprived of the rights guaranteed by Business and Professions Code § 17200 *et. seq.*, Labor Code §§
14 201-204, 226, 226.7, 510, 512, 516, 558, 1194, 1194.2, 1197, 1198, 2802, and 2804, and the applicable
15 Wage Order.

16 9. Defendant SOUTHBAY GAS CORPORATION is a California corporation.
17 SOUTHBAY GAS CORPORATION is, and at all relevant times was, an employer subject to the
18 California Labor Code.

19 10. Defendant SOUTHBAY FRANCHISE CORP. is a California corporation.
20 SOUTHBAY FRANCHISE CORP. is, and at all relevant times was, an employer subject to the
21 California Labor Code.

22 11. On information and belief, Defendant KAVEH HOSS is an individual over the age of
23 eighteen (18). On information and belief, at all relevant times herein, KAVEH HOSS was, and
24 currently is, a California resident living in Los Angeles County. KAVEH HOSS is, and at all relevant
25 times was, an employer subject to the California Labor Code. KAVEH HOSS is subject to personal
26 liability under Labor Code § 558.1. Specifically, KAVEH HOSS is an employer or other person acting
27 on behalf of an employer, who violated, or caused to be violated, provisions regulating minimum
28 wages or hours and days of work in any order of the Industrial Welfare Commission, and violated, or

1 caused to be violated, Labor Code §§ 203, 226, 226.7, 1194, and 2802, as set forth below.

2 12. Plaintiff does not know the true names or capacities, whether individual, partner, or
3 corporate, of the defendants sued herein as DOES 1 to 10, inclusive, and for that reason, said
4 defendants are sued under such fictitious names, and Plaintiff will seek leave from this Court to further
5 amend this Complaint when such true names and capacities are discovered. Plaintiff is informed, and
6 believes, and based thereon alleges, that each of said fictitious defendants, whether individual,
7 partners, or corporate, were responsible in some manner for the acts and omissions alleged herein, and
8 proximately caused Plaintiff and other Aggrieved Employees to be subject to the unlawful
9 employment practices, wrongs, injuries and damages complained of herein.

10 13. Plaintiff is informed, and believes, and thereon alleges, that at all times mentioned
11 herein, Defendants were and are the employers of Plaintiff and other Aggrieved Employees.

12 14. At all relevant times, each of said Defendants participated in the doing of the acts
13 hereinafter alleged to have been done by the named Defendants; and furthermore, the Defendants, and
14 each of them, were the agents, servants, and employees of each and every one of the other Defendants,
15 as well as the agents of all Defendants, and at all times herein mentioned were acting within the course
16 and scope of said agency and employment. Defendants, and each of them, approved of, condoned,
17 and/or otherwise ratified each and every one of the acts or omissions complained of in this Complaint.

18 15. At all times mentioned herein, Defendants, and each of them, were members of and
19 engaged in a joint venture, partnership, and common enterprise, and acting within the course and scope
20 of and in pursuance of said joint venture, partnership, and common enterprise. Further, Plaintiff alleges
21 that all Defendants were joint employers for all purposes of Plaintiff and other Aggrieved Employees.

22 **GENERAL ALLEGATIONS**

23 16. On information and belief, Defendants did (and do) business by owning and operating
24 gas stations and other franchises. Defendants employed Plaintiff in the non-exempt position of
25 “Cashier” (or other similarly titled position) from approximately December 2023 through October
26 2025. Plaintiff’s primary job duties included, *inter alia*, overseeing daily operations, handling
27 inventory, ensuring customer satisfaction, maintaining station cleanliness and safety, managing cash
28 and transactions, and assisting with administrative tasks like budgeting and reporting.

1 17. At all times relevant, Plaintiff performed his job duties well.

2 18. Defendants' practices and policies deprived Plaintiff and other Aggrieved Employees
3 of minimum, overtime, and double-time wages. Plaintiff and other Aggrieved Employees regularly
4 worked more than eight (8), 10, and/or 12 hours per workday, over 40 hours per workweek, and/or
5 seven straight workdays in a workweek (in violation of Labor Code §§ 551 and 552). Defendants also
6 required Plaintiff and other Aggrieved Employees to complete work-related tasks off the clock, such
7 as communicating with Defendants' management and supervisors and working through meal periods
8 as a result of understaffing and work demands. Due to Defendants' timekeeping policies/practices that
9 fail to compensate for all hours worked, Plaintiff and other Aggrieved Employees were not
10 compensated for all required minimum, overtime, and double-time wages.

11 19. Defendants failed to provide Plaintiff and other Aggrieved Employees with all legally
12 compliant meal periods due to Defendants' meal period policies/practices, which have resulted in late
13 (commencing after the fifth hour of work), short (less than 30 minutes), and/or missed meal periods.
14 Specifically, on those occasions when Plaintiff and other Aggrieved Employees were able to take a
15 meal period, Plaintiff and other Aggrieved Employees were unable to commence their meal periods
16 until after the completion of five hours of work due to understaffing and work demands. Plaintiff's
17 meal periods were also cut short as Plaintiff and other Aggrieved Employees were regularly interrupted
18 with emergent work issues and expected to respond during their meal periods. As such, Defendants
19 failed to relinquish control over how Plaintiff and other Aggrieved Employees spent their meal
20 periods. As a result of Defendants' meal period practices and policies, Plaintiff and other Aggrieved
21 Employees were not provided with all lawful meal periods to which they were entitled. On occasions
22 when Plaintiff and other Aggrieved Employees were not provided with all lawful meal periods to
23 which they were entitled, Defendants failed to pay Plaintiff and other Aggrieved Employees an
24 additional hour of premium pay at the regular rate of pay for each workday in which a meal period
25 violation occurred, as required by Labor Code § 226.7. Upon information and belief, for at least a
26 portion of the relevant time period, Defendants failed to maintain any pay code or other mechanism
27 for the payment of meal period premiums when they failed to authorize and permit Plaintiff and other
28 Aggrieved Employees with legally compliant meal periods.

1 20. Plaintiff and other Aggrieved Employees were not authorized and permitted to take a
2 duty free, ten-minute rest period for every 4 hours worked (or major fraction thereof) due to
3 Defendants' rest period policies/practices. Specifically, Defendants did not always authorize and
4 permit duty-free rest periods due to understaffing and work demands. As such, Plaintiff regularly
5 missed his rest periods. As a result of Defendants' rest period practices and policies, Plaintiff and other
6 Aggrieved Employees were not provided with all lawful rest periods to which they were entitled. On
7 occasions when Plaintiff and other Aggrieved Employees were not provided with all lawful rest
8 periods to which they were entitled, Defendants failed to pay Plaintiff and other Aggrieved Employees
9 an additional hour of premium pay at the regular rate of pay for each workday in which a rest period
10 violation occurred, as required by Labor Code § 226.7. Upon information and belief, for at least a
11 portion of the relevant time period, Defendants failed to maintain any pay code or other mechanism
12 for the payment of rest period premiums when they failed to authorize and permit Plaintiff and other
13 Aggrieved Employees with legally compliant rest periods.

14 21. Defendants also required Plaintiff and other Aggrieved Employees to provide their own
15 supplies necessary to perform their job duties without reimbursing them for these necessary business
16 expenses. Specifically, Defendants required Plaintiff and other Aggrieved Employees to use their
17 personal cell phones to communicate with supervisors about their work duties. Upon information and
18 belief, Defendants never reimbursed Plaintiff and other Aggrieved Employees for a reasonable portion
19 of their cellular phone expenses necessary to perform their jobs, as mandated by *Cochran v. Schwan's*
20 *Home Service, Inc.* (2014) 228 Cal.App.4th 1137, and Labor Code § 2802.

21 22. As a result of Defendants' failure to pay minimum wages, overtime wages, and double-
22 time wages, and meal and rest period premium wages owed, Defendants also maintained inaccurate
23 payroll records, issued inaccurate wage statements to Plaintiff and other Aggrieved Employees, and
24 failed to pay all final wages owed to Plaintiff and other Aggrieved Employees upon their respective
25 separations from employment.

26 23. During his employment, Plaintiff made oral protected complaints about Defendants'
27 policies/practices concerning overtime pay and Defendants' failure to provide wage statements.
28 Defendants responded to Plaintiff's complaints by terminating his employment.

24. Since Defendants terminated Plaintiff’s employment within 90 days of his protected complaints, there **shall** be a rebuttable presumption in favor of Plaintiff’s retaliation claims under Labor Code §§ 1102.5 and 98.6. *See* Senate Bill No. 497 (2023) [Equal Pay and Anti-Retaliation Protection Act]. The California Supreme Court has held that Labor Code § 1102.6 provides a two-step framework for § 1102.5 whistleblower retaliation claims. *Lawson v. PPG Architectural Finishes, Inc.*, 503 P.3d 659, 667–68 (Cal. 2022). At step one, the plaintiff must “establish, by a preponderance of the evidence, that retaliation for an employee’s protected activities was a contributing factor in a contested employment action.” *Id.* at 667. Here, step one is met because the presumption applies. At step two, “the burden shifts to the employer to demonstrate, by clear and convincing evidence, that it would have taken the action in question for legitimate, independent reasons even had the plaintiff not engaged in protected activity.” *Id.* at 667–68. **To satisfy the “clear and convincing” burden of proof under California law, the evidence must be “so clear as to leave no substantial doubt,” and “sufficiently strong to command the unhesitating assent of every reasonable mind.”** *In re Angelia P.*, 623 P.2d 198, 204 (Cal. 1981) (cleaned up). The §1102.6 framework “closely resembles” the *Mt. Healthy* framework for First Amendment retaliation claims, but the employer’s burden under § 1102.6 is higher (clear and convincing) than it is under *Mt. Healthy* (preponderance of the evidence). *Lawson*, 503 P.3d at 665 (citing *Mt. Healthy City Bd. of Educ. v. Doyle*, 429 U.S. 274, 287(1977)). Here, Defendants cannot meet this steep burden.

25. Defendants' acts and omissions have caused, and continues to cause, Plaintiff physical pain, mental suffering, loss of enjoyment of life, inconvenience, grief, anxiety, humiliation, and emotional distress.

26. Defendants' conduct, acts, and/or omissions described throughout this Complaint were willful.

FIRST CAUSE OF ACTION

Failure to Pay All Wages

(Against All Defendants)

27. Plaintiff incorporates by reference all previous paragraphs of this Complaint as though fully set forth herein.

1 28. At all relevant times, Defendants had a duty to comply with Labor Code §§ 203, 204,
2 206, 210, 218, 221, 222, 223, 224, 246, 510, 558, 1182.12, 1194, 1194.2, 1197, 1198, and the
3 applicable IWC Wage Orders and California Code of Regulations.

4 29. Labor Code § 203 requires employers to pay a waiting time penalty when they fail to
5 provide final paychecks to employees who are terminated or who quit. The penalty is equal to the
6 employee's daily wage for each day the final paycheck goes unpaid, up to 30 days.

7 30. Labor Code § 204 and the IWC Wage Orders require timely payment of all wages owed
8 on regularly scheduled paydays at least twice during each calendar month, on days designated in
9 advance by the employer as the regular paydays. All wages earned in excess of the normal work period
10 must be paid no later than the payday for the next regular payroll period.

11 31. Labor Code § 206 provides that in case of a dispute over wages, the employer shall
12 pay, without condition and promptly under the Labor Code all wages conceded due, leaving to the
13 employee all remedies he/she is otherwise entitled to as to any balance claimed.

14 32. Labor Code § 210 provides:

15 every person who fails to pay the wages of each employee as provided
16 in Sections 201.3, 204, 204b, 204.1, 204.2, 204.11, 205, 205.5, and
17 1197.5, shall be subject to a penalty as follows: (1) For any initial
18 violation, one hundred dollars (\$100) for each failure to pay each
19 employee. (2) For each subsequent violation, or any willful or
20 intentional violation, two hundred dollars (\$200) for each failure to pay
21 each employee, plus 25 percent of the amount unlawfully withheld.
22 (b) The penalty shall either be recovered by the employee as a statutory
23 penalty pursuant to Section 98 or by the Labor Commissioner as a civil
24 penalty through the issuance of a citation or pursuant to Section 98.3.

25 33. Labor Code § 221 provides "[i]t shall be unlawful for any employer to collect or receive
26 from an employee any part of wages theretofore paid by said employer to said employee."

27 34. Labor Code § 223 provides "[w]here any statute or contract requires an employer to
28 maintain the designated wage scale, it shall be unlawful to secretly pay a lower wage while purporting
to pay the wage designated by statute or by contract."

 35. Labor Code § 224 prohibits any deduction from an employee's wages which is not
either authorized by the employee in writing or permitted by law.

 36. Labor Code § 246 requires employers to provide and allow employees to use at least

1 24 hours, or three days, of paid sick leave per year.

2 37. At all times relevant, Labor Code § 510, and applicable sections of the California Code
3 of Regulations and the IWC Wage Orders applied to Plaintiff's work with Defendants. Labor Code §
4 510 and applicable provisions of the California Code of Regulations and IWC Wage Orders state that
5 any work performed in excess of eight hours in a workday and/or 40 hours in a workweek must be
6 paid at one and one-half times the employee's regular rate of pay. Any work performed in excess of
7 12 hours in a workday must be compensated at the rate of no less than twice the regular rate of pay for
8 an employee.

9 38. Labor Code § 558 provides "[a]ny employer or other person acting on behalf of an
10 employer who violates, or causes to be violated, a section of this chapter or any provision regulating
11 hours and days of work in any order of the Industrial Welfare Commission shall be subject to a civil
12 penalty as follows: (1) For any initial violation, fifty dollars (\$50) for each underpaid employee for
13 each pay period for which the employee was underpaid in addition to an amount to recover underpaid
14 wages. (2) For each subsequent violation, one hundred dollars (\$100) for each underpaid employee
15 for each pay period for which the employee was underpaid in addition to an amount sufficient to
16 recover underpaid wages. (3) Wages recovered pursuant to this section shall be paid to the affected
17 employee."

18 39. Labor Code § 1182.12 sets forth the minimum hourly wage that must be paid to all
19 employees in California for all hours worked. Local minimum wage ordinances may provide for higher
20 minimum wage rates that must be paid to employees for all hours worked in those locales where each
21 local ordinance is in effect. Labor Code § 1197 affirms that it is unlawful to pay less than the state or
22 local minimum wage, whichever is higher, for any hour of work.

23 40. Labor Code § 1194 provides that any employee receiving less than the legal minimum
24 wage or the legal overtime compensation applicable to the employee is entitled to recover in a civil
25 action the unpaid balance of the full amount of the minimum wage or overtime compensation,
26 including interest thereon, reasonable attorney's fees, and costs of suit.

27 41. Labor Code § 1194.2 authorizes the recovery of liquidated damages in an amount equal
28 to the wages unlawfully unpaid and interest thereon for unpaid wage violations.

1 42. Labor Code § 1197 provides that the minimum wage for employees fixed by the
2 commission is the minimum wage to be paid to the employees, and the payment of a less wage than
3 minimum so fixed is unlawful.

4 43. Labor Code § 1198 prohibits employers from employing for longer hours or less
5 favorable conditions than those set forth in the Labor Code, IWC Wage Orders, or as otherwise set by
6 the Labor Commissioner.

7 44. The failure to pay at least minimum wages to Plaintiff for each and every hour worked
8 violates Labor Code §§ 1812.11-1812.12, 1194, 1194.2, and 1197; the applicable Wage Order; and
9 Business & Professions Code.

10 45. The failure to pay designated wages to Plaintiff for each and every hour worked violates
11 Labor Code §§ 221 and 223; the applicable Wage Order; and the Business & Professions Code.

12 46. Plaintiff is informed, believes, and thereon alleges that Defendants failed to pay
13 Plaintiff all wages for hours worked (including minimum, regular, overtime, and double time wages,
14 reporting time pay, sick pay, and vacation pay) by failing to accurately record all time worked, failing
15 to compensate Plaintiff for being on-call, time shaving, auto-deducting late, short, or missed meal
16 periods, rounding time and meal period punches, and requiring off-the-clock work without
17 compensation, among other things.

18 47. As a direct and proximate result of Defendants' unlawful conduct, as set forth herein,
19 Plaintiff has sustained and continue to sustain damages, including loss of earnings from minimum,
20 regular, overtime, and double time compensation due, in an amount to be established at trial, plus
21 prejudgment interest, attorneys' fees, and costs pursuant to statute.

22 48. Plaintiff is informed, believes, and thereon alleges that Defendants, through their
23 conduct described herein, have committed an "intentional theft of wages in an amount greater than
24 nine hundred fifty dollars (\$950) from any one employee, or two thousand three hundred fifty dollars
25 (\$2,350) in the aggregate from two or more employees...in any consecutive 12-month period" within
26 the meaning of Penal Code § 487m. Specifically, Defendants have intentionally deprived Plaintiff of
27 wages, as defined in Labor Code § 200, gratuities, as defined in Labor Code § 350, benefits, or other
28 compensation, by unlawful means, with the knowledge that the wages, gratuities, benefits, or other

1 compensation is due to Plaintiff under the law. Plaintiff is thus entitled to recover from Defendants
2 treble damages and costs, including reasonable attorneys' fees, pursuant to Penal Code § 496(c).

3 **SECOND CAUSE OF ACTION**

4 **Meal Period Violations (Labor Code §§ 226.7, 512, 558)**

5 **(Against All Defendants)**

6 49. Plaintiff incorporates by reference all previous paragraphs of this Complaint as though
7 fully set forth herein.

8 50. Plaintiff is informed and believes, and based thereon alleges, that Defendants failed in
9 their affirmative obligation to provide Plaintiff with all legally compliant meal periods in accordance
10 with the mandates of the California Labor Code and the applicable Wage Order. Despite Defendants'
11 violations, Defendants did not pay an additional hour of pay to Plaintiff at Plaintiff's respective regular
12 rate of compensation, in accordance with California Labor Code §§ 204, 210, 226.7, and 512.

13 51. As a result, Defendants are responsible for paying premium compensation for meal
14 period violations including interest thereon, statutory penalties, civil penalties, and costs of suit,
15 pursuant to Labor Code §§ 226.7, 512, 558, the applicable Wage Order, and Civil Code §§ 3287(b)
16 and 3289.

17 52. Plaintiff is informed, believes, and thereon alleges that Defendants, through their
18 conduct described herein, have committed an "intentional theft of wages in an amount greater than
19 nine hundred fifty dollars (\$950) from any one employee, or two thousand three hundred fifty dollars
20 (\$2,350) in the aggregate from two or more employees...in any consecutive 12-month period" within
21 the meaning of Penal Code § 487m. Specifically, Defendants have intentionally deprived Plaintiff of
22 wages, as defined in Labor Code § 200, gratuities, as defined in Labor Code § 350, benefits, or other
23 compensation, by unlawful means, with the knowledge that the wages, gratuities, benefits, or other
24 compensation is due to Plaintiff under the law Plaintiff is informed, believes, and thereon alleges that
25 meal period premiums are wages, gratuities, benefits, or other compensation within the meaning of
26 Penal Code § 487m. Plaintiff is thus entitled to recover from Defendants treble damages and costs,
27 including reasonable attorneys' fees, pursuant to Penal Code § 496(c).

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1 **THIRD CAUSE OF ACTION**

2 **Rest Period Violations (Labor Code §§ 226.7, 516, 558)**

3 **(Against All Defendants)**

4 53. Plaintiff incorporates by reference all previous paragraphs of this Complaint as though
5 fully set forth herein.

6 54. California Labor Code §§ 226.7, 516 and 558 and the applicable Wage Order
7 establishes the right of employees to be provided with a rest period of at least ten (10) minutes for
8 each four (4) hour period worked, or major fraction thereof. Despite Defendants' failure to authorize
9 and permit Plaintiff to take all legally complaint rest periods as alleged herein, Defendants did not pay
10 Plaintiff an additional hour of pay at Plaintiff's respective regular rate for the rest periods that they
11 failed to authorize and permit Plaintiff to take, as required by Labor Code § 226.7.

12 55. Defendants' policies and practices described herein are unlawful and create an
13 entitlement to recovery by Plaintiff in a civil action for the unpaid amount of rest period premiums
14 owing, including interests thereon, statutory penalties, civil penalties, attorneys' fees, and costs of suit
15 according to California Labor Code §§ 226.7, 516, 558, the applicable Wage Order, and Civil Code
16 §§ 3287(b) and 3289.

17 56. Plaintiff is informed, believes, and thereon alleges that Defendants, through their
18 conduct described herein, have committed an "intentional theft of wages in an amount greater than
19 nine hundred fifty dollars (\$950) from any one employee, or two thousand three hundred fifty dollars
20 (\$2,350) in the aggregate from two or more employees...in any consecutive 12-month period" within
21 the meaning of Penal Code § 487m. Specifically, Defendants have intentionally deprived Plaintiff of
22 wages, as defined in Labor Code § 200, gratuities, as defined in Labor Code § 350, benefits, or other
23 compensation, by unlawful means, with the knowledge that the wages, gratuities, benefits, or other
24 compensation is due to Plaintiff under the law Plaintiff is informed, believes, and thereon alleges that
25 rest period premiums are wages, gratuities, benefits, or other compensation within the meaning of
26 Penal Code § 487m. Plaintiff is thus entitled to recover from Defendants treble damages and costs,
27 including reasonable attorneys' fees, pursuant to Penal Code § 496(c).

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1 **FOURTH CAUSE OF ACTION**

2 **Failure to Indemnify All Necessary Business Expenditures (Labor Code §§ 2802, 2804)**

3 **(Against All Defendants)**

4 57. Plaintiff incorporates by reference all previous paragraphs of this Complaint as though
5 fully set forth herein.

6 58. At all relevant times herein, Defendants were subject to Labor Code § 2802, which
7 states that “an employer shall indemnify his or her employees for all necessary expenditures or losses
8 incurred by the employee in direct consequence of the discharge of his or her duties, or of his or her
9 obedience to the directions of the employer

10 59. Furthermore, at all relevant times herein, Defendants were subject to Labor Code §
11 2804, which states that “any contract or agreement, express or implied, made by any employee to
12 waive the benefits of this article or any part thereof, is null and void, and this article shall not deprive
13 any employee or his personal representative of any right or remedy to which he is entitled under the
14 laws of this State.”

15 60. Due to Defendants’ unlawful policy and/or practice of failing to pay reimbursements
16 to Plaintiff, as alleged above, Defendants have violated Labor Code § 2802.

17 61. As a proximate result of Defendants’ policies and/or practices in violation of Labor
18 Code §§ 2802 and 2804, Plaintiff suffered damages in sums, which will be shown according to proof.

19 62. Plaintiff is entitled to attorneys’ fees and costs of suit pursuant to Labor Code § 2802(c)
20 for bringing this action.

21 63. Under Labor Code §2802(b), any action brought for the reimbursement of necessary
22 expenditures carries interest at the same rate as judgments in civil actions. Thus, Plaintiff is entitled to
23 interest, which shall accrue from the date on which they incurred the initial necessary expenditure.

24 **FIFTH CAUSE OF ACTION**

25 **Wage Statement Violations (Labor Code § 226 *et seq.*)**

26 **(Against All Defendants)**

27 64. Plaintiff incorporates by reference all previous paragraphs of this Complaint as though
28 fully set forth herein.

65. Plaintiff is informed and believes, and based thereon alleges, that Defendants knowingly and intentionally, as a matter of uniform policy and practice, failed to furnish Plaintiff with complete and accurate itemized wage statements in violation of Labor Code § 226 *et seq.*

66. Defendants' failures in furnishing Plaintiff with complete and accurate itemized wage statements resulted in injury, as said failures deprived Plaintiff of the information necessary to identify the discrepancies in Defendants' reported data, and deprived Plaintiff of the information required to be included under Labor Code § 226(a).

67. Defendants' failures create an entitlement to recovery by Plaintiff in a civil action for all damages and/or penalties pursuant to Labor Code § 226 *et seq.*, including statutory penalties, civil penalties, reasonable attorneys' fees, and costs of suit according to California Labor Code § 226 *et seq.*

SIXTH CAUSE OF ACTION

Unfair Competition (Bus. & Prof. Code § 17200 *et seq.*)

(Against All Defendants)

68. Plaintiff incorporates by reference all previous paragraphs of this Complaint as though fully set forth herein.

69. Defendants have engaged and continue to engage in unfair and/or unlawful business practices in California in violation of California Business and Professions Code § 17200 *et seq.*, by: (a) failing to timely pay Plaintiff all wages owed; (b) failing to provide Plaintiff with all meal periods to which Plaintiff is entitled, and failing to pay Plaintiff all meal period premium payments; (c) failing to authorize and permit Plaintiff all rest periods to which Plaintiff is entitled, and failing to pay Plaintiff rest period premium payments; (d) failing to reimburse Plaintiff for necessary business expenditures; and (e) failing to issue to Plaintiff accurate and itemized wage statements.

70. Defendants' utilization of these unfair and/or unlawful business practices deprived Plaintiff and continues to deprive Plaintiff of compensation to which Plaintiff is legally entitled, constitutes unfair and/or unlawful competition, and provides an unfair advantage over Defendants' competitors who have been and/or are currently employing workers and attempting to do so in honest compliance with applicable wage and hour laws.

71. Because Plaintiff is a victim of Defendants' unfair and/or unlawful conduct alleged herein, Plaintiff seeks full restitution of monies, as necessary and according to proof, to restore any and all monies withheld, acquired and/or converted by Defendants pursuant to Business and Professions Code §§ 17203 and 17208.

72. The acts complained of in this Complaint occurred within the last four years immediately preceding the filing of the Complaint in this action.

SEVENTH CAUSE OF ACTION

Retaliation (Labor Code §§ 98.6 and 1102.5)

(Against All Defendants)

73. Plaintiff incorporates by reference each of the preceding paragraphs as though fully set forth in this paragraph.

74. At all times relevant, the Labor Code was in full force and effect and was binding on Defendants.

75. Labor Code § 98.6 protects an employee filing or threatening to file a claim or complaint with the Labor Commissioner, instituting or causing to be instituted any proceeding relating to rights under the jurisdiction of the Labor Commissioner, or testifying in any such proceeding, complaining orally or in writing about unpaid wages, or for exercising (on behalf of oneself or other employees) any of the rights provided under the Labor Code or Orders of the Industrial Welfare Commission, including, but not limited to, the right to demand payment of wages due, the right to express opinions about, support or oppose an alternative workweek election, or the exercise of any other right protected by the Labor Code. In addition to other remedies that might be available, a civil penalty of up to \$10,000 may be awarded to an employee for each violation.

76. Labor Code § 1102.5 was intended to prevent the type of injury and damage alleged in this Complaint. Labor Code § 1102.5 requires Defendants to refrain from retaliating or discriminating against Plaintiff for engaging protected activities.

77. Labor Code § 1102.5(b) protects against retaliation for disclosing information, or because an employer believes an employee has disclosed information or may disclose information, to a government or law enforcement agency, to a person with authority over the employee, or to another

1 employee who has the authority to investigate, discover, or correct a violation, where an employee
2 reasonably believes that the information discloses a violation of a state or federal statute, or a violation
3 of or noncompliance with a local, state, or federal rule or regulation.

4 78. Labor Code § 1102.5(c) protects employees who refuse to participate in an activity that
5 would result in a violation of a state or federal statute, or a violation of or noncompliance with a local,
6 state, or federal rule or regulation.

7 79. Plaintiff was, at all times relevant, a member of the class of persons intended to be
8 protected by Labor Code §§ 98.6 and 1102.5.

9 80. As alleged above, Plaintiff engaged in conduct protected by Labor Code §§ 98.6 and
10 1102.5.

11 81. As set forth above, Defendants took retaliatory adverse employment actions against
12 Plaintiff, including but not limited to threatening to terminate Plaintiff's employment if he did not
13 comply with Defendants' unlawful policies/practices and constructively terminating Plaintiff's
14 employment.

15 82. Because Defendants engaged in retaliatory adverse employment actions against
16 Plaintiff within 90 days of his protected activities, there shall be a rebuttable presumption in favor of
17 Plaintiff's retaliation claim. *See* Senate Bill No. 497 (2023) [Equal Pay and Anti-Retaliation Protection
18 Act].

19 83. Plaintiff's protected conduct was a motivating reason for Defendants' alleged
20 retaliatory adverse employment actions.

21 84. As a result of the foregoing acts and omissions of Defendants, and each of them,
22 Plaintiff has been directly and legally caused to suffer actual damages including, but not limited to,
23 loss of earnings and future earning capacity, and other pecuniary loss not presently ascertained.

24 85. As a further direct and legal result of the acts and conduct of Defendants, and each of
25 them, Plaintiff has been caused to and did suffer and continues to suffer severe emotional and mental
26 distress, anguish, humiliation, embarrassment, fright, shock, pain, discomfort, and anxiety. The exact
27 nature, duration, and extent of said injuries is presently unknown to Plaintiff, but Plaintiff is informed
28 and believes and thereon alleges that some if not all of the injuries are reasonably certain to be

1 permanent in character.

2 86. Plaintiff is entitled to recover costs, including reasonable attorneys' fees and expert
3 witness fees, according to proof.

4 **EIGHTH CAUSE OF ACTION**

5 **Wrongful Termination in Violation of Public Policy**

6 **(Against All Defendants)**

7 87. There is a strong and well defined public policy against retaliation in California. These
8 fundamental public policies are reflected in Labor Code §§ 98.6 and 1102.5.

9 88. Defendants terminated Plaintiff's employment in violation of these fundamental public
10 policies.

11 89. As a result of the foregoing acts and omissions of Defendants, and each of them,
12 Plaintiff has been directly and legally caused to suffer actual damages including, but not limited to,
13 loss of earnings and future earning capacity, and other pecuniary loss not presently ascertained.

14 90. As a further direct and legal result of the acts and conduct of Defendants, and each of
15 them, Plaintiff has been caused to and did suffer and continues to suffer severe emotional and mental
16 distress, anguish, humiliation, embarrassment, fright, shock, pain, discomfort, and anxiety. The exact
17 nature, duration, and extent of said injuries is presently unknown to Plaintiff, but Plaintiff is informed
18 and believes and thereon alleges that some if not all of the injuries are reasonably certain to be
19 permanent in character.

20 91. Plaintiff is entitled to recover costs, including reasonable attorneys' fees and expert
21 witness fees, according to proof.

22 **NINTH CAUSE OF ACTION**

23 **CIVIL PENALTIES AND PUBLIC INJUNCTIVE RELIEF UNDER THE PRIVATE**

24 **ATTORNEYS GENERAL ACT**

25 **(AGAINST ALL DEFENDANTS)**

26 92. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

27 93. Defendants have committed several Labor Code violations against Plaintiff and other
28 Aggrieved Employees. Plaintiff, an "aggrieved employee" within the meaning of Labor Code § 2698

1 *et seq.*, acting on behalf of himself and other aggrieved employees, brings this representative action
2 against Defendants to recover the civil penalties due to Plaintiff, other Aggrieved Employees, and the
3 State of California according to proof pursuant to Labor Code § 558 and § 2699 (a) and (f) including,
4 but not limited to: (1) \$100.00 for each initial violation for each failure to pay each employee and \$200
5 for each subsequent violation or willful or intentional violation pursuant to Labor Code § 210 for each
6 failure to pay each employee, plus 25% of the amount unlawfully withheld; (2) \$50.00 for each initial
7 violation and \$100 for each subsequent violation pursuant to Labor Code § 558 per employee per pay
8 period; (3) \$100.00 for each initial violation and \$250.00 for each subsequent violation pursuant to
9 Labor Code § 1197.1 per employee per pay period; (4) \$250.00 for each initial violation and \$1,000.00
10 for each subsequent violation pursuant to Labor Code § 226.3 per employee per pay period; and/or (5)
11 \$100.00 for each initial violation and \$200 for each subsequent violation per employee per pay period
12 for those violations of the Labor Code for which no civil penalty is specifically provided, based on the
13 following Labor Code violations:

- 14 (a) Failing to pay minimum wages for all hours worked to Plaintiff and other Aggrieved
15 Employees in violation of Labor Code §§ 558, 1182.12, 1194, 1194.2, 1197, and 1198;
- 16 (b) Failing to pay all earned overtime compensation to Plaintiff and other Aggrieved
17 Employees in violation of Labor Code §§ 204, 510, 558, 1194, and 1198;
- 18 (c) Failing to provide all legally required meal periods, and failure to pay meal period
19 premium wages to Plaintiff and other Aggrieved Employees at the regular rate of
20 compensation in violation of Labor Code §§ 226.7, 512, 558, and 1198;
- 21 (d) Failing to authorize and permit all legally required rest periods, and failure to pay rest
22 period premium wages to Plaintiff and other Aggrieved Employees at the regular rate of
23 compensation in violation of Labor Code §§ 226.7, 516, 558, and 1198;
- 24 (e) Failing to furnish Plaintiff and other Aggrieved Employees with complete, accurate,
25 itemized wage statements in violation of Labor Code § 226;
- 26 (f) Failing to reimburse Plaintiff and other Aggrieved Employees for all necessary work
27 expenses incurred in violation of Labor Code §§ 2802 and 2804;
- 28

1 (g) Failing to pay Plaintiff and other Aggrieved Employees all earned wages at least twice
2 during each calendar month in violation of Labor Code § 204;

3 (h) Failing to pay Plaintiff and other Aggrieved Employees all final wages due in violation of
4 Labor Code §§ 201-203; and

5 (i) Failing to maintain accurate records on behalf of Plaintiff and other Aggrieved
6 Employees in violation of Labor Code §§ 558, 1174, 1776, and 1198.

7 94. On November 6, 2025, Plaintiff notified Defendants via certified mail, and notified the
8 California Labor and Workforce Development Agency (“LWDA”) via its website, of Defendants’
9 violations of the California Labor Code and Plaintiff’s intent to bring a claim for civil penalties under
10 California Labor Code § 2698 *et seq.* with respect to the violations of the California Labor Code
11 identified in this cause of action. Now that sixty-five days have passed from Plaintiff notifying
12 Defendants and the LWDA of these violations, and the LWDA has not provided notice that it intends
13 to investigate the violations, Plaintiff has exhausted his administrative requirements for bringing a
14 claim under the Private Attorneys General Act with respect to these violations.

15 95. Based on the foregoing, Plaintiff seeks to represent himself and all Aggrieved
16 Employees, as defined by Labor Code § 2699(c).

17 96. Plaintiff was compelled to retain the services of counsel to file this court action to
18 protect his interests and the interests of other aggrieved employees, and to assess and collect the civil
19 penalties owed by Defendants. Plaintiff has thereby incurred attorneys’ fees and costs, which he is
20 entitled to receive under California Labor Code § 2699(g).

21 **PRAYER FOR RELIEF**

22 **WHEREFORE**, Plaintiff prays for judgment against Defendants, jointly and severally, as
23 follows:

24 1. Upon the First Cause of Action, for payment of minimum wages, liquidated damages,
25 and penalties according to proof pursuant to Labor Code §§ 1182.12, 1194, 1194.2, 1197, and 1198;
26 and for compensatory, consequential, general and special damages according to proof pursuant to
27 Labor Code §§ 203, 204, 510, 558, 1194, and 1198;

28 2. Upon the Second Cause of Action, for compensatory, consequential, general, and

1 special damages according to proof pursuant to Labor Code §§ 226.7, 512, and 558;

2 3. Upon the Third Cause of Action, for compensatory, consequential, general, and special
3 damages according to proof pursuant to Labor Code §§ 226.7, 516, and 558;

4 4. Upon the Fourth Cause of Action, for compensatory, consequential, general, and
5 special damages according to proof pursuant to Labor Code §§ 2802 and 2804;

6 5. Upon the Fifth Cause of Action, for statutory penalties pursuant to Labor Code § 226,
7 *et seq.*;

8 6. Upon the Sixth Cause of Action, for restitution to Plaintiff of all money and/or property
9 unlawfully acquired by Defendants by means of any acts or practices declared by this Court to be in
10 violation of Business and Professions Code § 17200 *et seq.*;

11 7. Upon the Seventh and Eighth Causes of Action, for general and special damages,
12 according to proof;

13 8. Upon the Seventh and Eighth Causes of Action, for exemplary/punitive damages,
14 according to proof;

15 9. Upon the Ninth Cause of Action, for civil penalties due to Plaintiff, other Aggrieved
16 Employees, and the State of California according to proof pursuant to Labor Code §§ 558 and 2699(a)
17 and (f) including, but not limited to: (1) \$100.00 for each initial violation for each failure to pay each
18 employee and \$200 for each subsequent violation or willful or intentional violation pursuant to Labor
19 Code § 210 for each failure to pay each employee, plus 25% of the amount unlawfully withheld; (2)
20 \$50.00 for each initial violation and \$100 for each subsequent violation pursuant to Labor Code § 558
21 per employee per pay period; (3) \$100.00 for each initial violation and \$250.00 for each subsequent
22 violation pursuant to Labor Code § 1197.1 per employee per pay period; (4) \$250.00 for each initial
23 violation and \$1,000.00 for each subsequent violation pursuant to Labor Code § 226.3 per employee
24 per pay period; and/or (5) \$100.00 for each initial violation and \$200 for each subsequent violation
25 per employee per pay period for those violations of the Labor Code for which no civil penalty is
26 specifically provided, based on the Labor Code violations identified in the Ninth Cause of Action;

27 10. Upon the Ninth Cause of Action, for public injunctive relief under Labor Code §§ 2698
28 *et seq.*;

1 11. Prejudgment interest on all due and unpaid wages under Labor Code § 218.6 and Civil
2 Code §§ 3287 and 3289;

3 12. On all causes of action, for attorneys' fees and costs as permitted by law, including
4 under Labor Code §§ 226, 1102.5, 1194, 2699(g), and 2802(c), and Code of Civil Procedure § 1021.5;
5 and

6 13. For such other and further relief, the Court may deem just and proper.

7
8 Dated: January 16, 2026

MANAHAN O'DELL LLP

9
10 By: Shaheen Anthony Etemadi

Shaheen Anthony Etemadi

11 Attorneys for Plaintiff

12 **DEMAND FOR JURY TRIAL**

13 Plaintiff hereby demands a jury trial on all issues so triable.

14 Dated: January 16, 2026

MANAHAN O'DELL LLP

15
16 By: Shaheen Anthony Etemadi

Shaheen Anthony Etemadi

17 Attorneys for Plaintiff
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