

1 Shaun Setareh (SBN 204514)
shaun@setarehlaw.com
2 Eric Hahn (SBN 311771)
eric@setarehlaw.com
3 SETAREH LAW GROUP
420 N. Camden Drive, Suite 100
4 Beverly Hills, California 90210
Telephone (310) 888-7771
5 Facsimile (310) 888-0109
6 Attorneys for Plaintiff VARAZ MELKONIAN

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

12 VARAZ MELKONIAN, on behalf of himself
and all other aggrieved employees, and the
13 general public,

14 *Plaintiff,*

15 v.

16 MAJCO LLC, DBA BIG BRAND TIRE &
SERVICE, a California Limited Liability
17 Company; and DOES 1 through 50, inclusive,

18 *Defendants.*
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Case No. 26STCV13777

REPRESENTATIVE ACTION

COMPLAINT

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

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

3 **INTRODUCTION**

4 1. Plaintiff brings this representative action against defendants MAJCO LLC DBA
5 BIG BRAND TIRE & SERVICE, a California Limited Liability Company; and DOES 1 through
6 50, inclusive, (collectively referred to as "Defendants") for alleged violations of the Labor Code.
7 As set forth below, Plaintiff 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 overtime wages by failing to include all applicable remuneration
17 in calculating the regular rate of pay;
- 18 (8) failed to reimburse them for all necessary business expenses;
- 19 (9) failed to provide them with accurate written wage statements; and
- 20 (10) failed to pay them all of their final wages following separation of employment.

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

24 **JURISDICTION AND VENUE**

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

28 3. Venue is proper in County of LOS ANGELES pursuant to Code of Civil Procedure

1 §§ 395(a) and 395.5 in that liability arose there, because at least some of the transactions that are the
2 subject matter of this Complaint occurred therein and/or each defendant is found, maintains offices,
3 transacts business, and/or has an agent therein.

4 **PARTIES**

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

7 5. Plaintiff is informed and believes, and thereupon alleges, that Defendant MAJCO
8 LLC DBA BIG BRAND TIRE & SERVICE is, and at all relevant times mentioned herein, a
9 California Limited Liability Company doing business in the State of California.

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

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

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

25 8. Plaintiff worked for Defendants as an hourly, non-exempt employee from
26 approximately November 2018 through November 6, 2025.

27 **Off-the-Clock Work**

28 9. Plaintiff and the putative class were not paid all wages earned as Defendants

1 directed, permitted, or otherwise encouraged Plaintiff and the putative class to perform off-the-
2 clock work.

3 10. Plaintiff and the putative class regularly performed work after their scheduled work
4 hours and were not paid for this time. Plaintiff and the putative class were instructed to perform
5 duties such as answering client calls or repairing tires, after they had already clocked out and were
6 not paid for the time spent performing these additional duties. This process could take up to
7 approximately thirty (30) minutes.

8 11. As a result of performing off-the-clock work that was directed, permitted, or
9 otherwise encouraged by Defendants, Plaintiff and the putative class should have been paid for this
10 time. Instead, Defendants only paid Plaintiff and the putative class based on the time they were
11
12 clocked in for their shifts and did not pay Plaintiff and the putative class for any of the time spent
13 working off-the-clock.

14 12. Defendants knew or should have known that Plaintiff and the putative class were
15 performing work before and after their scheduled work shifts and failed to pay Plaintiff and the
16 putative class for these hours.

17 13. Defendants were aware of this practice and directed, permitted, or otherwise
18 encouraged Plaintiff and the putative class to perform off-the-clock work.

19 14. As a result of Defendants' policies and practices, Plaintiff and the putative class were
20 not paid for all hours worked.

21 **Missed Meal Periods**

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

16. As a result of Defendants' policy, Plaintiff and the putative class 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 putative class to work through their meal periods in order to complete their assignments on time.

17. Plaintiff's manager would often adjust Plaintiff's timesheet to reflect that Plaintiff took a compliant meal period before the fifth hour of work, even when Plaintiff was not afforded such a meal period and worked through the break.

Missed Rest Periods

18. Plaintiff and the putative class 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.

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

Regular Rate of Pay

20. The regular rate of pay under California law includes all remuneration for employment paid, on behalf of the employer, to the employee. This requirement includes, but is not limited, to, commissions and non-discretionary bonuses.

21. During the applicable limitations period, Defendants violated the rights of Plaintiff and the putative class under the above-referenced Labor Code sections by failing to pay them overtime wages for all overtime hours worked in violation of Labor Code §§ 510, 1194, and 1198 as a result of not correctly calculating their regular rate of pay to include all applicable

1 remuneration, including, but not limited to, non-discretionary bonuses and/or shift-differential pay.

2 **Expense Reimbursement**

3 22. Plaintiff and the putative class members were required to utilize their own personal
4 vehicles and cell phones to perform their job duties.

5 23. Plaintiff and the putative class members were not reimbursed for business expenses
6 incurred in using their personal cell phones to perform work-related tasks including, but not limited
7 to, communicating with management. Plaintiff and the putative class were also not reimbursed for
8 the mileage incurred while driving their personal vehicles to pick up parts or drop off customers.

9 24. Defendants failed to reimburse Plaintiff and the putative class for such necessary
10 business expenses incurred by them.

11 **Wage Statements**

12 25. Plaintiff and the putative class were not provided with accurate wage statements as
13 mandated by law pursuant to Labor Code § 226.

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

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

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

23 29. Defendants failed to comply with Labor Code section 226(a)(9) as “all applicable
24 hourly rates in effect during the pay period and the corresponding number of hours worked at each
25 hourly rate by the employee” were not accurately reflected in that all hours worked, including
26 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 30. Plaintiff incorporates the preceding paragraphs as if fully alleged herein.

5 31. During the applicable limitations period, Defendants have violated Labor Code §§
6 201, 202, 203, 204, 223, 226(a), 226.7, 510, 512, 1194, 1197, 1198, and 2802.

7 32. 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 33. 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 34. 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 35. 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, 223, 226(a), 226.7, 510,
20 512, 1194, 1197, 1198 and 2802:

21 i. For violations of Labor Code §§ 201, 202, 203, 212, 226.7, 1194, 1198 and
22 2802, one hundred dollars (\$100) for each employee per pay period for each
23 initial violation and two hundred dollars (\$200) for each employee per pay
24 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 § 223, one hundred dollars (\$100) for each
10 employee for each initial violation that was neither willful nor intentional,
11 two hundred dollars (\$200) for each employee, plus twenty-five percent
12 (25%) of the amount unlawfully withheld from each employee, for each
13 initial violation that was either willful or intentional, and two hundred dollars
14 (\$200) for each employee, plus twenty-five percent (25%) of the amount
15 unlawfully withheld from each employee, for each subsequent violation,
16 regardless of whether the subsequent violation was either willful or
17 intentional (penalties set by Labor Code § 225.5);

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

23 vi. For violation of Labor Code §§ 510 and 512, fifty dollars (\$50) for each
24 employee for each initial pay period for which the employee was underpaid,
25 and one hundred dollars (\$100) for each employee for each subsequent pay
26 period for which the employee was underpaid (penalties set by Labor Code §
27 558);

28 vii. For violations of Labor Code § 1197, one hundred dollars (\$100) for each

1 aggrieved employee for each initial violation of Labor Code § 1197 that was
2 intentional and two hundred and fifty dollars (\$250) for each aggrieved
3 employee per pay period for each subsequent violation of Labor Code §
4 1197, regardless of whether the initial violation was intentional (penalties set
5 by Labor Code § 1197.1);

6 viii. Pursuant to Labor Code § 2699(g), Plaintiff seeks an award of reasonable
7 attorneys' fees and costs in connection with Plaintiff's claims for civil
8 penalties.

9 **PRAYER FOR RELIEF**

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

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

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19 Dated: April 23, 2026

20 SETAREH LAW GROUP

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23 SHAUN SETAREH
24 ERIC HAHN
25 Attorneys for Plaintiff
26 VARAZ MELKONIAN
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