

MAKAREM & ASSOCIATES APLC
Samuel D. Almon, Esq. (SB# 243569)
Joshua I. Epstein, Esq. (SB# 344453)
11601 Wilshire Boulevard, Suite 2440
Los Angeles, California 90025
Phone: (310) 312-0299; Fax: (310) 312-0296
almon@law-rm.com
epstein@law-rm.com
clerks@law-rm.com

Attorneys for Plaintiff
NAVYASHREE
NARAYANASWAMY on behalf of
the general public as private attorney
general

**SUPERIOR COURT OF CALIFORNIA
FOR THE COUNTY OF SANTA CLARA**

NAVYASHREE NARAYANASWAMY on
behalf of the general public and all other
aggrieved employees,

Plaintiff,

vs.

CREEKSID AUTO GROUP, DBA CAPITOL
TOYOTA, a California Corporation; and DOES 1
through 20, inclusive,

Defendants.

**Electronically Filed
by Superior Court of CA,
County of Santa Clara,
on 6/29/2026 5:20 PM
Reviewed By: M. Arechiga
Env. #24270234**

**-
Case #26CV497334**

CASE NO. 26CV497334

**PAGA REPRESENTATIVE ACTION
COMPLAINT PURSUANT TO THE
PRIVATE ATTORNEYS GENERAL ACT
(LABOR CODE §§ 2698 *et seq.*)**

COMES NOW Plaintiff NAVYASHREE NARAYANASWAMY (“Plaintiff”), on behalf of the general public as private attorney general and behalf of all others similarly situated, asserts claims against Defendant CREEKSIDE AUTO GROUP, DBA CAPITOL TOYOTA, a California Corporation, and DOES 1-20, 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 and IWC Wage Orders. As set forth below, Defendants implemented policies and practices which led to unpaid wages and wage and hour violations resulting from Defendants’: (a) failure to accurately pay overtime wages, (b) failure to pay minimum wages (c) failure to provide meal periods before the end of the fifth hour worked and failure to pay an additional hour’s of pay in lieu of providing a meal period before the end of the fifth hour worked; (d) failure to authorize and permit rest breaks for every four hours or major fraction thereof worked and failure to pay an additional hour’s of pay in lieu of providing a rest period; (e) failure to pay all wages earned and owed upon separation from Defendants’ employ; (f) failing to provide accurate itemized wage statements; (g) knowingly and intentionally failing to maintain accurate and complete records; (h) failure to indemnify for necessary business expenses; (i) failure to timely pay regular wages when due; and (j) failing to correctly calculate and pay the regular rate of pay. As a result, Plaintiff seeks penalties under Labor Code sections 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 avails itself of the California market so as to render the exercise of jurisdiction over it by the California Courts consistent with traditional notions of fair play and substantial justice.

5. Venue is proper in this judicial district pursuant to Code of Civil Procedure sections 395 and 395.5. On information and belief, Defendants CAPITOL TOYOTA and DOES 1-20 are operating and doing business in Santa Clara County, California, which is one of the counties where the Labor Code violations described in this complaint took place and where the liabilities of CAPITOL TOYOTA and DOES 1-20 arose. Each Defendant is within the jurisdiction of this Court for service of process purposes. The unlawful acts alleged herein have a direct effect on Plaintiff and all other aggrieved employees within the State of California and within Santa Clara County and elsewhere in California.

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

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

8. On information and belief, during the statutory liability period and continuing to the present (“liability period”), Defendants consistently maintained and enforced against Defendants’ Non-Exempt Employees (“Aggrieved Employees”), among others, the following unlawful practices and policies, in violation of California state wage and hour laws: (a) failure to

1 accurately pay overtime wages, (b) failure to pay minimum wages (c) failure to provide meal
2 periods and failure to pay an additional hours of pay in lieu of providing a meal period; (d) failure
3 to authorize and permit rest breaks for every four hours or major fraction thereof worked and failure
4 to pay an additional hour's of pay in lieu of providing a rest period; (e) failure to pay all wages
5 earned and owed upon separation from Defendant's employ; (f) failure to provide accurate itemized
6 wage statements; (g) knowingly or intentionally failing to maintain accurate and complete records;
7 (h) failure to indemnify for necessary business expenses; (i) failure to timely pay regular wages
8 when due; and (j) failure to correctly calculate and pay the regular rate of pay.

9 9. On information and belief, during the statutory liability period and continuing to
10 the present, Defendants have had a consistent policy of failing to provide its Non-Exempt
11 Employees within the State of California, including Plaintiff, unfettered, uninterrupted, duty free
12 rest periods of at least (10) minutes per four (4) hours worked or major fraction thereof and failing
13 to pay such employees one (1) hour of pay at the employees regular rate of compensation for each
14 workday that the rest was untimely, interrupted and/or not provided, as required by California state
15 wage and hour laws.

16 10. On information and belief, during the statutory liability period and continuing to
17 the present, Defendants have had a consistent policy of failing to pay overtime for hours worked in
18 excess of forty hours in a workweek or more than 8 hours in a workday.

19 11. On information and belief, during the statutory liability period and continuing to
20 the present, Defendants have had a consistent policy of failing to pay minimum wages and overtime
21 wages for all hours worked while subject to the control of Defendants.

22 12. On information and belief, during the statutory liability period and continuing to
23 the present (rest and meal period liability period), Defendants have had a consistent policy of
24 requiring its Non-Exempt Employees within the State of California, including Plaintiff, to work at
25 least five (5) hours without a meal period and failing to pay such employees one (1) hour of pay at
26 the employee's regular rate of compensation for each workday that the meal period was untimely,
27 interrupted and/or not provided, as required by California state wage and hour laws.
28

1 13. On information and belief, during the statutory liability period and continuing to
2 the present, Defendants have had a consistent policy of requiring its Non-Exempt Employees,
3 including Plaintiff, to work off the clock and during breaks.

4 14. On information and belief, as a result of these unlawful acts, Defendants failed to
5 pay the required meal and rest period premiums.

6 15. On information and belief, during the statutory liability period and continuing to
7 the present, Defendants have had a consistent policy of failing to timely pay wages upon separation.

8 16. On information and belief, during the statutory liability period and continuing to
9 the present, Defendants have had a consistent policy of failing to provide accurate itemized wage
10 statements.

11 17. On information and belief, during the statutory liability period and continuing to
12 the present, Defendants have had a consistent policy of failing to indemnify work related expenses
13 incurred.

14 18. On information and belief, during the statutory liability period and continuing to
15 the present, Defendants have had a consistent policy of knowingly and intentionally failing to
16 maintain accurate and complete records.

17 19. On information and belief, during the statutory liability period and continuing to
18 the present, Defendants have had a consistent policy of failing to timely pay Plaintiff and other
19 Non-Exempt Employees their regular wages on the designated pay date as required by California
20 law.

21 20. On information and belief, during the statutory liability period and continuing to
22 the present Defendants had a consistent policy of failing to timely pay Plaintiff and other Non-
23 Exempt Employees all wages due and owing on the designated pay day. Further, Defendants had a
24 consistent policy of failing to timely pay Plaintiff and other Non-Exempt Employees all wages due
25 and owing within the 16th and 26th day of the month for labor performed between the 1st and 15th
26 days and within the 1st and 10th day of the month for labor performed between the 16th day and
27 last day of the month as prescribed by statute.
28

21. On information and belief, during the statutory liability period and continuing to present, Defendants have had a consistent policy of failing to pay for all hours and overtime work, failing to correctly calculate the regular rate of pay, and failing to pay the applicable regular rate of pay.

22. Plaintiff, on behalf of the general public as private attorney general and all other aggrieved employees, bring this action pursuant to Labor Code sections 2698, *et seq.*, for violations enumerated under 2699.5 as follows: sections 201-203, 204, 210, 218, 218.5, 218.6, 226, 226.3, 226.7, 510, 512, 558, 1174, 1174.5, 1175, 1194, 1197, 1197.1, and 2802, 2802(a) seeking penalties, interest, attorneys' fees and costs.

III. PARTIES

A. Plaintiff

23. Plaintiff NAVYASHREE NARAYANASWAMY is a resident of Santa Clara County, California, who was employed by Defendants in Santa Clara County, California as a non-exempt employee who provided notice to the Labor and Workforce Development Agency within the last year preceding the filing of this action. Specifically, Plaintiff has been employed by Creekside Auto Group and/or DOES 1-20 as a fleet manager since approximately August 2025. Plaintiff's duties as a fleet manager include but are not limited to following up on internet leads to speak with customers and sell vehicles.

24. As Defendants' employee, Plaintiff, and all other aggrieved employees were regularly required to and subsequently suffered:

(a) work in excess of eight (8) hours per day, and/or forty (40) hours per week without being compensated the applicable overtime wage, all in violation of California labor laws, regulations, and the Industrial Welfare Commission Wage Orders (“IWC”);

(b) perform work subject to the control of the employer without being compensated at least minimum wages, all in violation of California labor laws, regulations, and the Industrial Welfare Commission Wage Order (“IWC”);

- (c) work without being permitted or authorized a minimum ten-minute rest period for every four hours or major fraction thereof worked and not compensated one (1) hour of pay at the regular rate of compensation for each workday that a rest period was not provided, all in violation of California labor laws, regulations, and the Industrial Welfare Commission Wage Orders (“IWC”);
- (d) work in excess of five hours per day without being provided meal periods and not compensated one (1) hour of pay at the regular rate of compensation for each workday that a meal period was not provided, all in violation of California labor laws, regulations, and the Industrial Welfare Commission Wage Orders (“IWC”);
- (e) work off the clock and during breaks;
- (f) not paid all wages upon separation from Defendant’s employment (“IWC”);
- (g) not reimbursed for business related expenses, including unlawful deductions;
- (h) not provided accurate itemized wage statements;
- (i) not timely paid all regular wages when due;
- (j) not paid for all hours and overtime worked;
- and
- (k) not paid the properly calculated regular rate of pay.

25. Plaintiff seeks penalties under Labor Code sections 2698, *et. seq.* on behalf of the general public as private attorney general and all other aggrieved employees.

B. Defendants

26. On information and belief, Defendants CREEKSIDE AUTO GROUP, DBA CAPITOL TOYOTA and DOES 1-20, inclusive (collectively “Defendants”) operate in and are authorized to conduct business in the State of California, including in Santa Clara County, and employ numerous non-exempt employees in the State of California.

27. On information and belief, Defendants operate an auto dealership throughout California, including in Santa Clara County.

28. Other than identified herein, Plaintiff is unaware of the true names, capacities, relationships and extent of participation in the conduct alleged herein, of the defendants sued as

DOES 1 through 20, but is informed and believes and thereon alleges that said defendants are legally responsible for the wrongful conduct alleged herein and therefore sues these defendants by such fictitious names. Plaintiff will amend this complaint when their true names and capacities are ascertained.

29. Plaintiff is informed and believes and thereon alleges that each Defendant, directly or indirectly, or through agents or other persons, employed Plaintiff and other members of the Representative Group, and exercised control over their wages, hours, and working conditions. Plaintiff is informed and believes and thereon alleges that each defendant acted in all respects pertinent to this action as the agent of the other defendants, carried out a joint scheme, business plan or policy in all respects pertinent hereto, and the acts of each defendant are legally attributable to the other defendants.

IV. GENERAL ALLEGATIONS

30. Plaintiff is informed and believes, and based thereon alleges that Defendants employ or employed Non-Exempt Employees throughout California during the liability period. Plaintiff and all other aggrieved employees were compensated generally based upon an hourly rate and have at all times pertinent hereto been non-exempt within the meaning of the California Labor Code and the implementing rules and regulations of the IWC California Wage Orders.

31. On information and belief, and during the relevant time frame, all aggrieved employees were residents of California and citizens of the United States.

32. On information and belief, Defendants operated as an auto dealership throughout California, including in Santa Clara County. Plaintiff was employed as a non-exempt fleet manager for Defendants and was responsible for, among other things, responding to internet leads, speaking to customers, and selling cars.

33. Throughout Plaintiff's employment with Defendants, Plaintiff was not exempt from the Employment Laws and Regulations, in that she routinely spent a majority of her working hours performing duties delegated to non-exempt employees including, but not limited to, responding to internet leads, interacting with customers, and selling vehicles.

1 34. Throughout Plaintiff's entire employment with Defendants, Plaintiff spent few to
2 none of her working hours performing work that was primarily intellectual, managerial or creative,
3 or work that required the regular and customary exercise of discretion and independent judgment
4 with respect to matters of significance on more than an occasional basis.

5 35. During Plaintiff's employment with Defendants, Plaintiff was either required to
6 work through mandatory meal and rest breaks or was often times interrupted during her meal and
7 rest breaks resulting in shortened meal and rest breaks. Additionally, Plaintiff was often not
8 provided with or allowed to take their mandatory meal break within the first five hours of work.
9 On information and belief, Plaintiff and other similarly situated employees were not paid for their
10 missed meal and/or rest breaks with one hour of premium pay at the regular rate of pay, despite
11 Defendants' pressuring of employees to work through breaks.

12 36. During Plaintiff's employment with Defendants, Plaintiff was regularly required to
13 work over 8 hours in one day, and/or over 40 hours in one week. On information and belief, Plaintiff
14 and other similarly situated employees were not paid for all overtime worked.

15 37. Upon information and belief, Defendants regularly failed to pay Plaintiff and other
16 non-exempt employees for all hours worked including minimum wage, overtime, and double time
17 pay.

18 38. As a consequence, Plaintiff and other similarly situated non-exempt employees
19 were not paid all wages upon termination and were not provided accurate wage statements.

20 39. Plaintiff is informed and believes that Plaintiff and Aggrieved Employees were not
21 compensated for all hours/time worked, as Defendants would regularly suffer and permit Plaintiff
22 and Aggrieved Employees to work off the clock, but Plaintiff and Aggrieved Employees were not
23 compensated for hours worked off the clock. For example, Defendants, among other things,
24 directed Plaintiff and Aggrieved Employees to continue to work in excess of 8 hours a day and/or
25 40 hours a week, such that employees overall lost hours worked. This practice resulted in Plaintiff
26 and Aggrieved Employees being subjected to Defendants' unlawful policy of not compensating
27 Plaintiff and Aggrieved Employees for all hours worked including overtime while under the control
28 of Defendants. Defendants' unlawful off-the-clock policy over time resulted in a large and

disproportionate underpayment of wages including overtime wages to Plaintiff and Aggrieved Employees.

40. Plaintiff is informed and believes that Plaintiff and Aggrieved Employees were caused to endure unprovided, untimely, interrupted meal periods of at least thirty (30) minutes for many of the work days such employees worked more than six (6) hours, were not provided uninterrupted second meal periods of at least thirty (30) minutes for any work days such employees worked more than ten (10) hours, and were not paid one (1) hour of wages by Defendants in lieu thereof, all in violation of the California Labor Code.

41. Plaintiff is informed and believes that Plaintiff and Aggrieved Employees were regularly required to work in excess of six (6) hours per day without Defendants providing them a timely, uninterrupted (30) minute meal period as mandated under the California Labor Code and the implementing rules and regulations of the IWC California Wage Orders as Plaintiff and Aggrieved Employees were required to take shortened meal periods because they were given too much work to do without relief. Accordingly, Plaintiff and Aggrieved Employees were not provided lawful meal periods and were not provided with one hour of wages in lieu thereof under Defendants' policies and practices, which included work schedules placed upon the Aggrieved Employees from Defendants' management and supervisors to perform work at the expense of their meal periods and Defendants' implementation of work schedules and workload requirements that denied Aggrieved Employees all of their authorized meal periods. Plaintiff and the Aggrieved Employees did not waive any of their authorized and required meal periods, nor did they receive one hour of regular pay for each day Defendants failed to provide a lawful meal period.

42. Plaintiff is informed and believes that during the liability period, Plaintiff and Aggrieved Employees were consistently required to work in excess of four (4) hours (or major fraction thereof) without receiving lawful ten (10) minute rest periods. On information and belief, Defendants' management would require that Plaintiff and other aggrieved employees continue to work throughout their scheduled shift without relief, and as a result would often have to take their breaks late or be forced to skip their breaks. The Aggrieved Employees were also not provided with one hour of wages in lieu thereof. Defendants' policies and practices included Defendants'

1 implementation of a work schedule and workload requirements that denied and failed to provide
2 the Aggrieved Employees all of their authorized rest periods, including first rest periods of at least
3 ten (10) minutes for every shift worked of at least three and a half (3 1/2) to four (4) hours, a first
4 and second rest period of at least ten (10) minutes for every shift worked greater than six (6) hours.

5 43. Defendants did not fully compensate Plaintiff and the Aggrieved Employees for
6 hourly wages during the liability period, including by virtue of the fact that Defendants did not
7 compensate Plaintiff and Aggrieved Employees with one extra hour of pay for Defendants' failure
8 to provide such Non-Exempt Employees with each of their authorized rest periods and meal periods
9 during the rest and meal period liability period.

10 44. Upon information and belief, Defendants failed to provide accurate itemized wage
11 statements to Plaintiff and Aggrieved Employees as the wage statements provided failed to
12 accurately account for, among other things, gross wages earned, total hours worked, and net wages
13 earned. Further, Defendants failed to provide accurate wage statements as Defendants' wage
14 statements do not identify premium pay or pay period start dates as required by Labor Code section
15 226.

16 45. Upon information and belief, Defendants failed to reimburse and/or indemnify
17 Plaintiff and Aggrieved Employees for all necessary expenditures incurred, including but not
18 limited to cellular phone expenses and work-related travel expenses.

19 46. Upon information and belief, Defendants failed to keep accurate records pursuant
20 to Labor Code section 1174.5.

21 47. Upon information and belief, Defendants failed to timely pay Plaintiff and
22 Aggrieved Employees their regular wages on the designated pay date as required by California law,
23 including Labor Code section 204.

24 48. Upon information and belief, Defendants required Plaintiff and Aggrieved
25 Employees to continue working during breaks and off the clock, such that employees overall lost
26 hours worked. Defendants failed to correctly calculate the regular rate of pay and failed to pay
27 Plaintiff and Aggrieved employees at the applicable regular rate of pay. Defendants also failed to
28 provide the requisite one hour of pay at the regular rate of compensation for shifts missed or non-

compliant meal and/or rest periods. Defendants further failed to correctly calculate the regular rate of pay.

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

- (a) requiring employees to work over eight (8) hours in a day and forty (40) hours in a work week without providing the required overtime pay;
- (b) requiring employees to perform work subject to the control of the Defendants without being compensated at least minimum wages;
- (c) requiring employees to work four (4) hours or a major fraction thereof without being provided a minimum ten (10) minute rest period and without compensating the employees with one (1) hour of pay at the employees' regular rate of compensation for each workday that a rest period was not provided;
- (d) requiring employees to work in excess of five (5) hours or ten (10) hours per day without being provided an uninterrupted thirty-minute meal period and/or a second meal period, and without compensating employees with one (1) hour of pay at the regular rate of compensation for each workday that such a meal period was not provided;
- (e) requiring employees to incur necessary business expenses without indemnification and/or reimbursement, including unlawful deductions from employees pay;
- (f) requiring employees to work off the clock and during breaks;
- (g) failing to pay all wages earned during the regular pay period;
- (h) failing to pay all wages earned upon separation from Defendants' employ;
- (i) failing to provide accurate itemized wage statements;
- (j) failing to timely pay all regular wages when due;
- (k) failing to pay for all hours and overtime worked;
- and

(l) failing to pay the properly calculated regular rate of pay.

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

V. REPRESENTATIVE CLAIMS

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

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

52. On or about March 31, 2026, Plaintiff complied with notice requirements pursuant to Labor Code section 2699.3. A copy of the notice was electronically submitted to the LWDA and a copy was also mailed via certified mail to Defendants indicating that they were on notice of the claims alleged here and that the notice requirement has been satisfied. More than sixty-five days have passed and the LWDA has not indicated intent to investigate the claims and Defendants did not provide notice of an attempt to cure any of the alleged violations. Therefore, Plaintiff may proceed with this action in a representative capacity. The substance and violations set forth in this Complaint of which the LWDA was provided timely notice, Plaintiff has also sent a copy of this PAGA Representative Action Complaint to the LWDA.

53. Plaintiff is an aggrieved employee as defined in Labor Code Section 2699(a). Plaintiff brings this cause of action on behalf of the general public and all non-exempt aggrieved employees, acting on behalf of the California Attorney General as private attorney general for all aggrieved employees, including herself and other aggrieved employees.

54. Pursuant to Labor Code section 2699(a) Plaintiff seeks to recover civil penalties due and owing for which Defendants are liable due to numerous Labor Code violations as set forth in this Complaint, including without limitation, Labor Code sections 201-203, 204, 210, 218, 218.5, 218.6, 226, 226.3, 226.7, 510, 512, 558, 1174, 1174.5, 1175, 1194, 1197, 1197.1, 2802, 2802(a) and 2698 *et seq.*, applicable IWC Wage Orders and California Code of Regulations, Title 8, section 11000 *et seq.*

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

4 56. Defendants violated Labor Code sections 510, 558, and 1194 by failing to
5 accurately pay overtime wages as discussed above due to Defendants' unlawful off the clock policy
6 and failure to pay all hours worked in excess of eight hours in a day and/or 40 hours in a workweek.
7 Therefore, Defendants violated sections 510, 558 and 1194 by not compensating its Non-Exempt
8 Employees for work performed in excess of eight hours (8) in a day or forty hours in a work week
9 (40). Section 510 of the Labor Code codifies the right to overtime compensation at the rate of one
10 and one-half times the regular rate of pay for all hours worked in excess of eight (8) hours in a day
11 or forty (40) hours in a work week.

12 57. Defendants also violated Labor Code sections 200, 1194, and 1197 for failing to
13 pay minimum wages as described above. Labor Code section 1197 provides that employees are to
14 be paid minimum wage for each hour worked and cannot be averaged and/or payment of a lesser
15 wage than the established minimum is unlawful.

16 58. Defendants violated Labor Code sections 512 and 226.7 by failing to provide
17 timely, uninterrupted meal periods and requiring unlawful on-duty meal periods, or compensation
18 in lieu thereof. Pursuant to Labor Code section 512, no employer shall employ an employee for a
19 work period of more than five (5) hours without providing a meal break of not less than thirty (30)
20 minutes in which the employee is relieved of all of his or her duties.

21 59. Defendants violated Labor Code section 204 by failing to timely pay Plaintiff and
22 all other aggrieved employees their regular wages on the designated pay date. Labor Code section
23 204 provides that covered employees are entitled to receive all wages earned for the pay period on
24 the designated regular payday. On information and belief, Defendants failed to pay Plaintiff and
25 Aggrieved Employees all regular wages due on the designated regular paydays during the liability
26 period.

27 60. Defendants failed to provide Plaintiff and all other aggrieved employees
28 uninterrupted duty-free first meal periods of not less than thirty (30) minutes. Defendants

1 implemented and enforced policies and practices which required employees to work during their
2 meal periods, to forego their meal periods, and/or to return to work from meal periods prior to thirty
3 (30) uninterrupted minutes. As a proximate result of the aforementioned violations, Plaintiff and
4 all other Aggrieved Employees have been damaged in an amount according to proof at time of trial.

5 61. Plaintiff, and on information and belief, all aggrieved employees, were
6 systematically not permitted or authorized to take one ten-minute rest period for every four hours
7 worked or major fraction thereof, which is a violation of the Labor Code and IWC Wage Order No.
8 7-2001, section 12. On shifts where Plaintiff and aggrieved employees worked in excess of three
9 and a half hours, they were routinely not permitted or authorized to take lawful rest periods.
10 Plaintiff, and on information and belief, aggrieved employees, were not compensated with one hour
11 of wages for every day in which a rest period was missed, untimely or cut short as a result of
12 Defendants' policies, practices, or work demands. By failing to authorize and permit a ten-minute
13 rest period for every four hours or major fraction thereof worked per day, and by failing to provide
14 compensation for such unprovided rest periods as alleged above, Defendants willfully violated the
15 provisions of Labor Code sections 226.7, 512 and the applicable IWC Wage Order.

16 62. Defendants failed to reimburse Plaintiff and other similarly aggrieved employees
17 for all necessary expenditures required by Defendants, including but not limited to cellular phone
18 expenses and work-related travel expenses, in violation of Labor Code section 2802.

19 63. On information and belief, Defendants failed to provide accurate itemized wage
20 statements pursuant to Labor Code section 226 which failed to include all hours worked, including
21 off the clock, overtime and the accurate overtime rate, and the lawful meal and rest period premiums
22 earned, which are due and owing to Plaintiff and the aggrieved employees. As a result, Plaintiff
23 and Aggrieved Employees were harmed as they are unable to determine if they were appropriately
24 compensated for all hours worked.

25 64. On information and belief, Defendants failed to maintain accurate records as
26 required by Labor Code section 1174.5.

27 65. Upon information and belief, Defendants required Plaintiff and Aggrieved
28 Employees to continue working during breaks and off the clock, such that employees overall lost

1 hours worked. Defendants failed to correctly calculate the regular rate of pay and failed to pay
2 Plaintiff and Aggrieved employees at the applicable regular rate of pay. Defendants also failed to
3 provide the requisite one hour of pay at the regular rate of compensation for shifts missed or non-
4 compliant meal and/or rest periods. Defendants further failed to correctly calculate the regular rate
5 of pay.

6 66. As a result of Defendants' unlawful conduct, Plaintiff and Aggrieved Employees
7 are entitled to penalties to the extent they were not paid at the prevailing wage rate for all hours
8 worked.

9 67. Plaintiff and the Representative Aggrieved Employees are entitled to recover
10 penalties and attorneys' fees and costs under Labor Code sections 2698, *et seq.*

11 **PRAYER FOR RELIEF**

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 Dated: June 29, 2026

MAKAREM & ASSOCIATES, APLC

18
19 By: Joshua Epstein
20 Joshua I. Epstein
21 Attorney for Plaintiff on behalf of the general
22 public as private attorney general
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