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Superior Court of California,
County of San Diego

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Clerk of the Superior Court
By M. Estrada ,Deputy Clerk

9 SUPERIOR COURT OF THE STATE OF CALIFORNIA

10 FOR THE COUNTY OF SAN DIEGO

11 UNLIMITED JURISDICTION

12 JOSEPH PEREZ, on behalf of himself and all
13 other aggrieved employees, and the general
public,

14 *Plaintiff,*

15 v.

16 ALPHASPOT SD LLC DBA PAYMORE, a
California Limited Liability Company;
17 ALPHASPOT LLC, a California Limited
Liability Company, ALPHASPOT LV LLC, a
18 California Limited Liability Company,
ALPHASPOT IE LLC, a California Limited
19 Liability Company, and DOES 1 through 50,
inclusive,

20 *Defendants.*

Case No. 26CU032109C

REPRESENTATIVE ACTION

COMPLAINT

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

1 Plaintiff JOSEPH PEREZ (“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 ALPHASPOT SD LLC
5 DBA PAYMORE, a California Limited Liability Company; ALPHASPOT LLC, a California
6 Limited Liability Company, ALPHASPOT LV LLC, a California Limited Liability Company,
7 ALPHASPOT IE LLC, a California Limited Liability Company; and DOES 1 through 50,
8 inclusive, (collectively referred to as “Defendants”) for alleged violations of the Labor Code. As
9 set forth below, Plaintiff alleges that Defendants have

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

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

23 **JURISDICTION AND VENUE**

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

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

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

3 **PARTIES**

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

6 5. Plaintiff is informed and believes, and thereupon alleges, that Defendant
7 ALPHASPOT SD LLC is, and at all relevant times mentioned herein, a California Limited
8 Liability Company doing business in the State of California.

9 6. Plaintiff is informed and believes, and thereupon alleges, that Defendant
10 ALPHASPOT SD LLC is, and at all relevant times mentioned herein, a California Limited
11 Liability Company doing business in the State of California.

12 7. Plaintiff is informed and believes, and thereupon alleges, that Defendant
13 ALPHASPOT SD LLC is, and at all relevant times mentioned herein, a California Limited
14 Liability Company doing business in the State of California.

15 8. Plaintiff is informed and believes, and thereupon alleges, that Defendant
16 ALPHASPOT SD LLC is, and at all relevant times mentioned herein, a California Limited
17 Liability Company doing business in the State of California.

18 9. Plaintiff is ignorant of the true names and capacities of the defendants sued herein as
19 DOES 1 through 50, inclusive, and therefore sues these defendants by such fictitious names.
20 Plaintiff will amend this Complaint to allege the true names and capacities of the DOE defendants
21 when ascertained. Plaintiff is informed and believes, and thereupon alleges, that each of the
22 fictitiously named defendants are responsible in some manner for the occurrences, acts and
23 omissions alleged herein and that Plaintiff's alleged damages were proximately caused by these
24 defendants, and each of them. Plaintiff will amend this complaint to allege both the true names and
25 capacities of the DOE defendants when ascertained.

26 10. Plaintiff is informed and believes, and thereupon alleges that, at all relevant times
27 mentioned herein, some or all of the defendants were the representatives, agents, employees,
28 partners, directors, associates, joint venturers, joint employers, principals, or co-participants of some

1 or all of the other defendants, and, in doing the things alleged herein, were acting within the course
2 and scope of such relationship and with the full knowledge, consent, and ratification by such other
3 defendants.

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

5 1. Plaintiff worked for Defendants as an hourly, non-exempt employee from
6 approximately November 2025 through January 13, 2026.

7 **Clock In Process**

8 2. Plaintiff and the putative class were trained and required to clock in for each work
9 shift using Defendant's computer systems. Plaintiff and the putative class were required to power
10 on their computers and wait for the systems to fully load. This process generally took up to
11 approximately five (5) minutes for it to boot up.

12 3. The entire time spent booting up the computer would not be accurately recorded and
13 therefore resulted in Plaintiff and the putative class not being paid for all hours worked while
14 waiting for the computer to boot up.

15 4. Accordingly, by the time Plaintiff and the putative class were able to clock in, three
16 to five minutes or more may have already passed. This time was not properly recorded as time
17 worked and resulted in Plaintiff and the putative class were not being paid for all hours worked by
18 Defendants.

19 **Missed Meal Periods**

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

27 6. As a result of Defendants' policy, Plaintiff and the putative class were regularly not
28 provided with uninterrupted meal periods of at least thirty (30) minutes for each five (5) hours

1 worked due to complying with Defendants' productivity requirements that required Plaintiff and
2 the putative class to work through their meal periods in order to complete their assignments on
3 time.

4 7. Defendant further engaged in the practice of altering employee timecards to conceal
5 meal period violations and avoid paying meal premiums.

6 8. For example, on at least one specific occasion, Plaintiff's manager Anthony Yako,
7 manually edited Plaintiff's timecard to falsely reflect that Plaintiff had taken his meal break before
8 the fifth hour of work, when in fact, he had taken after the fifth hour.

9 9. As a result, Defendants failed and refused to compensate Plaintiff and the putative
10 class with premium wages under the California Labor Code.

11 **Missed Rest Periods**

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

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

23 12. Defendants further failed to authorize and permit Plaintiff and the putative class to
24 take their legally mandated rest periods. Specifically, Plaintiff's manager, Anthony Yako,
25 expressly informed Plaintiff that employees had no reason to take rest breaks, and that during
26 periods

27 **Regular Rate of Pay**

28 13. The regular rate of pay under California law includes all remuneration for

1 employment paid, on behalf of the employer, to the employee. This requirement includes, but is
2 not limited to, commissions and non-discretionary bonuses.

3 14. During the applicable limitations period, Defendants violated the rights of Plaintiff
4 and the putative class under the above-referenced Labor Code sections by failing to pay them
5 overtime wages for all overtime hours worked in violation of Labor Code §§ 510, 1194, and 1198
6 as a result of not correctly calculating their regular rate of pay to include all applicable
7 remuneration, including, but not limited to, non-discretionary bonuses and/or shift-differential pay.

8 **Expense Reimbursement**

9 15. Plaintiff and the putative class members were required to utilize their own personal
10 cell phones to perform their job duties.

11 16. Plaintiff and the putative class members were not reimbursed for business expenses
12 incurred in using their personal cell phones to communicate with clients and colleagues and to take
13 pictures of items to be sold and list them online.

14 17. Defendants failed to reimburse Plaintiff and the putative class for such necessary
15 business expenses incurred by them.

16 **Wage Statements**

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

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

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

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

28 22. Defendants failed to comply with Labor Code section 226(a)(9) as “all applicable

1 hourly rates in effect during the pay period and the corresponding number of hours worked at each
2 hourly rate by the employee” were not accurately reflected in that all hours worked, including
3 overtime and “off-the-clock” work were not included.

4 **FIRST CAUSE OF ACTION**

5 **CIVIL PENALTIES**

6 **(Lab. Code §§ 2698 *et seq.*)**

7 23. Plaintiff incorporates the preceding paragraphs as if fully alleged herein.

8 24. During the applicable limitations period, Defendants have violated Labor Code §§
9 201, 202, 203, 204, 223, 226(a), 226.7, 227.3, 510, 512, 1194, 1197, 1198, and 2802.

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

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

17 27. Plaintiff has complied with the procedures for bringing suit specified in Labor Code
18 § 2699.3. Notice was provided to the California Labor & Workforce Development Agency
19 (“LWDA”) and 65 days have elapsed without the LWDA providing Plaintiff with any notice of an
20 intent to investigate.

21 28. Pursuant to Labor Code sections 2699(a) and (f), Plaintiff seeks the following civil
22 penalties for Defendants’ violations of Labor Code §§ 201, 202, 203, 204, 223, 226(a), 226.7,
23 227.3, 510, 512, 1194, 1197, 1198 and 2802:

- 24 i. For violations of Labor Code §§ 201, 202, 203, 212, 226.7, 227.3, 1194, 1198
25 and 2802, one hundred dollars (\$100) for each employee per pay period for
26 each initial violation and two hundred dollars (\$200) for each employee per
27 pay period for each subsequent violation (penalties set by Labor Code §
28 2699(f)(2));

- 1 ii. For violations of Labor Code § 203, a penalty in an amount not exceeding
2 thirty (30) days' pay as waiting time (penalties set by Labor Code § 256);
- 3 iii. For violations of Labor Code § 204, one hundred dollars (\$100) for each
4 employee for each initial violation that was neither willful nor intentional,
5 two hundred dollars (\$200) for each employee, plus 25% of the amount
6 unlawfully withheld from each employee, for each initial violation that was
7 either willful or intentional, and two hundred dollars (\$200) for each
8 employee, plus twenty-five percent (25%) of the amount unlawfully withheld
9 from each employee, for each subsequent violation, regardless of whether the
10 subsequent violation was either willful or intentional (penalties set by Labor
11 Code § 210);
- 12 iv. For violations of Labor Code § 223, one hundred dollars (\$100) for each
13 employee for each initial violation that was neither willful nor intentional,
14 two hundred dollars (\$200) for each employee, plus twenty-five percent
15 (25%) of the amount unlawfully withheld from each employee, for each
16 initial violation that was either willful or intentional, and two hundred dollars
17 (\$200) for each employee, plus twenty-five percent (25%) of the amount
18 unlawfully withheld from each employee, for each subsequent violation,
19 regardless of whether the subsequent violation was either willful or
20 intentional (penalties set by Labor Code § 225.5);
- 21 v. For violations of Labor Code § 226(a), if this action is deemed to be an initial
22 citation, two hundred and fifty dollars (\$250) for each employee for each
23 violation. Alternatively, if an initial citation or its equivalent occurred before
24 the filing of this action, one thousand dollars (\$1,000) for each employee for
25 each violation (penalties set by Labor Code § 226.3);
- 26 vi. For violation of Labor Code §§ 510 and 512, fifty dollars (\$50) for each
27 employee for each initial pay period for which the employee was underpaid,
28 and one hundred dollars (\$100) for each employee for each subsequent pay

1 period for which the employee was underpaid (penalties set by Labor Code §
2 558);

3 vii. For violations of Labor Code § 1197, one hundred dollars (\$100) for each
4 aggrieved employee for each initial violation of Labor Code § 1197 that was
5 intentional and two hundred and fifty dollars (\$250) for each aggrieved
6 employee per pay period for each subsequent violation of Labor Code §
7 1197, regardless of whether the initial violation was intentional (penalties set
8 by Labor Code § 1197.1);

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

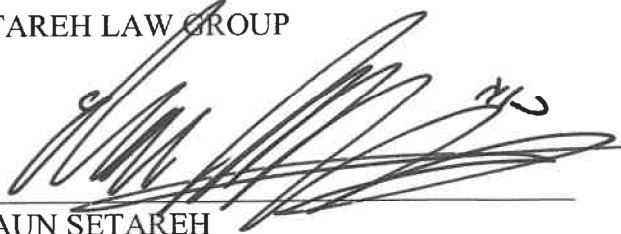
12 **PRAYER FOR RELIEF**

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

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

21
22 Dated: June 8, 2026

SETAREH LAW GROUP

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24 
25 SHAUN SETAREH
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27 VICTORIA MAS
28 Attorneys for Plaintiff
JOSEPH PEREZ