

Alishan Jadhavji, State Bar No. 281177
Jadhavji Law, A Professional Corporation
2408 34th St. Unit 3
Santa Monica, California 90405
Telephone: (818) 371-1399
Email: alishan@tjflegal.com

Attorney for Plaintiffs, the Class, and Aggrieved Employees

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SACRAMENTO

UNLIMITED JURISDICTION

SUKHRAJDEEP SINGH, an individual;
YADBIR SINGH, an individual;
BALJINDER SINGH, an individual;
GURKIRAT SINGH, an individual;
SHAM SHARMA, an individual;
ABHISHEK NONAMEGIVEN, an individual;
and ROSHAN SINGH, an individual,
individually and on behalf of all others
similarly situated and all aggrieved
employees,

Plaintiffs,

vs.

SACTO LOGISTICS, INC., a California
corporation; DHRUP GOSAI, an individual;
and DOES 1 through 50, inclusive,

Defendants.

CASE NO.: 26CV013560

**FIRST AMENDED CLASS ACTION
COMPLAINT FOR
DAMAGES AND INJUNCTIVE
RELIEF:**

- 1. Discrimination - National
Origin/Race
(FEHA, Gov. Code § 12940(a));**
- 2. Harassment - National Origin/Race
(FEHA, Gov. Code § 12940(j));**
- 3. Retaliation (Gov. Code § 12940(h));**
- 4. Failure to Prevent (§ 12940(k));**
- 5. Immigration Threats (Lab. Code §
1019);**
- 6. Unlawful Release (Lab. Code §
206.5);**
- 7. Requiring Unlawful Document (§
432.5);**
- 8. Unpaid Overtime (§§ 510, 1194);**
- 9. Minimum Wage Violations (§§
1194, 1194.2, 1197);**
- 10. Meal and Rest Period Violations
(§§ 226.7, 512, 1198);**
- 11. Failure to Reimburse (§ 2802);**
- 12. Unlawful Deductions (§§ 221, 224);**
- 13. Wage Statement Violations (§ 226);**
- 14. Waiting Time Penalties (§ 203);**
- 15. Labor Code Retaliation (§§ 98.6,
1102.5);**

16. Unfair Business Practices (B&P § 17200);
17. PAGA Civil Penalties (Lab. Code § 2699);
18. Wrongful Termination in Violation of Public Policy (Tameny)
DEMAND FOR JURY TRIAL
CLASS ACTION

CLASS ACTION COMPLAINT FOR DAMAGES AND INJUNCTIVE RELIEF

Plaintiffs Sukhrajdeep Singh, Yadbir Singh, Baljinder Singh, Gurkirat Singh, Sham Sharma, Abhishek Nonamegiven, and Roshan Singh (“Named Plaintiffs”), individually and on behalf of all others similarly situated and all aggrieved employees, allege as follows against Defendants Sacto Logistics, Inc., Dhrup Gosai, and Does 1 through 50 (collectively, “Defendants”):

I. PARTIES

A. Named Plaintiffs

1. Plaintiff Sukhrajdeep Singh is an individual residing in Sacramento County, California. He has been employed by Sacto Logistics, Inc. as a delivery driver since approximately May 13, 2025, and is currently employed. He is of South Asian and Indian national origin.

2. Plaintiff Yadbir Singh is an individual residing in Sacramento County, California. He has been employed by Sacto Logistics, Inc. as a delivery driver since approximately June 25, 2025, and is currently employed. He is of South Asian and Indian national origin.

3. Plaintiff Baljinder Singh is an individual residing in Sacramento County, California. He has been employed by Sacto Logistics, Inc. as a delivery driver since approximately September 2, 2025, and is currently employed. He is of South Asian and Indian national origin.

4. Plaintiff Gurkirat Singh is an individual residing in Sacramento County, California. He has been employed by Sacto Logistics, Inc. as a delivery driver since approximately October 22, 2025, and is currently employed. He is of South Asian and Indian national origin.

1 5. Plaintiff Sham Sharma is an individual residing in Sacramento County, California. He has
2 been employed by Sacto Logistics, Inc. as a delivery driver since approximately November 18, 2025,
3 and is currently employed. He is of South Asian and Indian national origin.

4 6. Plaintiff Abhishek Nonamegiven is an individual residing in Sacramento County,
5 California. He has been employed by Sacto Logistics, Inc. as a delivery driver since approximately
6 January 19, 2026, and is currently employed. He is of South Asian and Indian national origin.

7 7. Plaintiff Roshan Singh is an individual residing in Sacramento County, California. He
8 was employed by Sacto Logistics, Inc. as a delivery driver from approximately November 18, 2024 until
9 his retaliatory termination on May 1, 2026, as detailed below. Mr. Singh had been employed by Sacto
10 Logistics since November 18, 2024, with no documented prior discipline of any kind. He is of South
11 Asian and Indian national origin.

12 **B. Defendants**

13 8. Defendant Sacto Logistics, Inc. (“Sacto Logistics” or “the Company”) is a California
14 corporation with its principal place of business at 10306 Braga Court, Elk Grove, California 95757. At
15 all relevant times, Sacto Logistics was an “employer” within the meaning of the California Fair
16 Employment and Housing Act (Gov. Code § 12926(d)) and the California Labor Code, and regularly
17 employed five or more persons.

18 9. Defendant Dhrup Gosai (“Gosai”) is an individual who, at all relevant times, was and is
19 the Chief Executive Officer of Sacto Logistics. Gosai is sued in his individual capacity pursuant to
20 Government Code § 12940(j) and Labor Code §§ 558.1 and 1019, as he directly participated in,
21 authorized, and ratified the unlawful conduct alleged herein, including directly threatening Plaintiffs
22 with immigration enforcement consequences for asserting their workplace rights, and authorizing and
23 ratifying the retaliatory termination of Plaintiff Roshan Singh.

24 10. The true names and capacities of Defendants sued herein as Does 1 through 50 are
25 unknown to Named Plaintiffs. Plaintiffs will amend this Complaint to allege their true names and
26 capacities when ascertained. Plaintiffs are informed and believe that each Doe Defendant is responsible
27 in some manner for the acts and omissions alleged herein.

11. At all relevant times, each Defendant was the agent, employee, co-conspirator, alter ego, or successor of each other Defendant and was acting within the course and scope of such relationship. Each Defendant ratified, authorized, and approved the acts of each other Defendant.

II. JURISDICTION AND VENUE

12. This Court has jurisdiction over this action pursuant to California Code of Civil Procedure § 410.10. The claims asserted herein arise under California law, including the Fair Employment and Housing Act (Gov. Code §§ 12900 et seq.), the California Labor Code, and Business and Professions Code § 17200 et seq. The amount in controversy exceeds the jurisdictional minimum of this Court.

13. Venue is proper in Sacramento County pursuant to Code of Civil Procedure § 395 because Defendant Sacto Logistics, Inc. maintains its principal place of business in Sacramento County, and the unlawful acts and omissions giving rise to this action occurred in Sacramento County.

III. EXHAUSTION OF ADMINISTRATIVE REMEDIES

14. Prior to filing this action, each Named Plaintiff filed a complaint with the California Civil Rights Department (“CRD”) pursuant to Government Code § 12960 et seq., alleging discrimination, harassment, and retaliation on the basis of national origin and race. Each Named Plaintiff received a Right-to-Sue notice from the CRD on March 11, 2026, pursuant to Government Code § 12965(b). This action is timely filed within one year of the Right-to-Sue notices.

15. On June 4, 2026, Plaintiff Roshan Singh filed an amended complaint with the CRD encompassing his May 1, 2026 termination and the retaliatory and discriminatory conduct relating thereto, and received an immediate Right-to-Sue notice. This action is timely filed as to those claims.

16. With respect to the PAGA cause of action alleged herein as the Seventeenth Cause of Action, Named Plaintiffs, through counsel, provided written notice to the Labor and Workforce Development Agency (“LWDA”) through the LWDA’s online filing system and to Defendant Sacto Logistics, Inc. and Defendant Gosai by certified mail on March 9, 2026 (the “Original PAGA Notice”), setting forth the specific provisions of the Labor Code alleged to have been violated and the facts and theories supporting each alleged violation, as required by Labor Code § 2699.3(a)(1).

17. Named Plaintiffs provided a supplemental and amended written notice to the LWDA through the LWDA’s online filing system and to Defendant Sacto Logistics, Inc. and Defendant Gosai by certified mail on March 10, 2026 (the “Amended PAGA Notice”).

18. The 65-day period prescribed by Labor Code § 2699.3(a)(2)(A) expired on May 13, 2026 as to the Original PAGA Notice and May 14, 2026 as to the Amended PAGA Notice. The LWDA did not provide notice of an intention to investigate the alleged violations within the 65-day period. Pursuant to Labor Code § 2699.3(a)(2)(C), Named Plaintiffs are authorized to commence this civil action asserting PAGA civil penalties.

IV. GENERAL ALLEGATIONS

A. Sacto Logistics and Its Workforce

19. Sacto Logistics operates a package and goods delivery business in the Sacramento, California metropolitan area. The Company employs approximately 70 or more delivery drivers who use their personal vehicles to perform deliveries on assigned routes.

20. Named Plaintiffs are, or were, W-2 employees of Sacto Logistics, classified and paid as employees. At all relevant times, they were required to use their personal vehicles for deliveries; to maintain personal vehicle insurance; to bear fuel and maintenance costs; and to carry employer-issued GPS tracking equipment in their personal vehicles.

21. Among Sacto Logistics’s delivery driver workforce, there are approximately 8 to 10 drivers of non-immigrant background — including employees who are white, Black, and Hispanic and born in the United States — who are similarly situated to Named Plaintiffs in terms of job title, duties, and route-based delivery work (collectively, “Comparator Employees”).

B. Discriminatory Terms and Conditions of Employment

22. Throughout their employment, Named Plaintiffs — all of South Asian and Indian national origin — have been subjected to materially inferior terms and conditions of employment as compared to Comparator Employees on the basis of their national origin and race.

23. **Mileage Reimbursement.** Named Plaintiffs were compensated for vehicle mileage at a flat daily rate materially below the IRS standard mileage rate and below the rate provided to Comparator Employees, in violation of Labor Code § 2802.

1 24. **Compulsory Saturday Work.** Named Plaintiffs were required to report to work and
2 perform deliveries every Saturday as a mandatory condition of their continued employment. Comparator
3 Employees were not required to work Saturdays. This additional mandatory work obligation — imposed
4 exclusively on South Asian and immigrant drivers — constitutes a discriminatory difference in the terms
5 and conditions of employment.

6 25. **Off-Books Saturday Pay.** Named Plaintiffs' Saturday work was not processed through
7 Sacto Logistics's regular payroll system. Instead, Saturday wages were paid in cash, off-books, at
8 amounts below the applicable California overtime rate. Comparator Employees' overtime was calculated
9 and paid through the regular payroll system at applicable rates.

10 26. **Overtime Denial.** Named Plaintiffs' overtime hours — including hours worked in excess
11 of eight in a day and forty in a week — were not calculated or compensated in accordance with
12 California law. Comparator Employees received proper overtime compensation through regular payroll.

13 27. **Off-the-Clock and Pre-Shift Work.** Certain drivers were required to report to a warehouse
14 facility before beginning delivery routes and to perform pre-route duties under Sacto Logistics's
15 direction and control, for which they were not compensated. Sacto Logistics has not maintained a
16 timekeeping system that captures all hours worked, including pre-shift work, off-the-clock duties, and
17 Saturday work, and has failed to pay for all such hours at no less than the applicable minimum wage.

18 28. **Equipment Deductions.** Sacto Logistics required Named Plaintiffs to carry employer-
19 mandated GPS tracking equipment in their personal vehicles without reimbursement. In at least one
20 instance, Sacto Logistics deducted approximately \$2,500 from a Named Plaintiff's wages for alleged
21 GPS equipment loss — an unlawful deduction in violation of Labor Code §§ 221, 224, and 2802.

22 29. **Health Insurance Deductions.** Sacto Logistics deducted substantial monthly health
23 insurance premiums from Named Plaintiffs' wages without proper written authorization and/or in
24 amounts not permitted by law, and applied such deductions disproportionately to South Asian and
25 immigrant drivers as compared to Comparator Employees. The magnitude of these deductions, which
26 upon information and belief exceeded amounts deemed affordable under applicable federal standards,
27 further evidences their coercive and discriminatory application.

1 30. **Wage Statement Violations.** Sacto Logistics issued wage statements to Named Plaintiffs
2 that materially understated hours worked, failed to accurately reflect overtime hours and rates, omitted
3 Saturday cash payments from payroll records, and in some instances issued both W-2 and 1099 forms to
4 the same employee — a pattern consistent with willful misclassification under Labor Code § 226.8.

5 31. **I-9 and Onboarding.** In at least one instance, Sacto Logistics did not present a Named
6 Plaintiff with I-9 employment eligibility verification documentation until approximately five months
7 after commencement of employment.

8 **C. The February 26, 2026 Document Package**

9 32. On or about February 26, 2026, Sacto Logistics distributed to Named Plaintiffs and other
10 South Asian and immigrant drivers — and only to them — a package of documents (the “Package”)
11 consisting of: (a) a release of wage claims; (b) an arbitration agreement; (c) an employment agreement;
12 and (d) an employee handbook acknowledgment. Comparator Employees were not presented with the
13 Package and, upon information and belief, were unaware of its existence.

14 33. The Package was presented to Named Plaintiffs in a coercive manner, without adequate
15 time to review or consult counsel, and under circumstances designed to compel immediate execution.

16 34. On March 4, 2026, Sacto Logistics issued a written communication demanding execution
17 of the Package by March 6, 2026 under threat of termination.

18 35. The wage claim release in the Package purported to release Named Plaintiffs’ existing
19 wage claims arising from the discriminatory compensation practices described herein. Such a release,
20 obtained without payment of wages actually due, is void as a matter of law under Labor Code § 206.5.

21 36. The \$1,000 payments made to employees who signed the Package constituted an implied
22 admission by Sacto Logistics that wages and other compensation were owed, but did not constitute full
23 payment of all wages due.

24 **D. Immigration Threats**

25 37. At or around the time the Package was distributed, Defendant Gosai and/or a manager
26 known as Kartik (true name and capacity currently unknown; to be named as a Doe Defendant upon
27 ascertainment) directly threatened Named Plaintiffs and other South Asian and immigrant employees
28 with immigration enforcement consequences if they refused to sign. Defendants stated, in words or

substance, that the employees were on work permits, had no legal rights, and would be reported to U.S. Immigration and Customs Enforcement (“ICE”) if they refused to sign.

38. These immigration threats were directed exclusively at South Asian and immigrant drivers. Comparator Employees were not threatened.

39. Notwithstanding Defendants’ threats, Named Plaintiffs refused to sign the Package. Numerous other South Asian and immigrant drivers, however, signed the Package under duress caused directly by Defendants’ immigration threats and the threatened termination of their employment. The releases and other documents signed by those Class Members under these circumstances are void and/or voidable on grounds of duress, coercion, and economic compulsion under California common law, independently of their invalidity under Labor Code § 206.5.

40. Following Named Plaintiffs’ refusal to sign the Package, at least one Named Plaintiff was contacted, at least one Named Plaintiff was contacted by immigration authorities, including ICE, under circumstances indicating that Defendants followed through on their threats and reported the employee to federal immigration authorities in retaliation for asserting workplace rights.

E. Disparate Treatment of Comparator Employees

41. The discriminatory nature of Sacto Logistics’s policies is demonstrated by the consistent differential treatment between South Asian/immigrant drivers and Comparator Employees: Comparator Employees received proper mileage reimbursement; were not required to work mandatory Saturdays; had their overtime calculated and paid through regular payroll; were not subjected to off-books cash payments; were not required to sign any document package; and were not threatened with immigration enforcement.

42. This pattern of differential treatment was not the result of legitimate business considerations. It was the direct result of Defendants’ intentional discrimination against employees on the basis of their South Asian and Indian national origin and race.

F. Retaliation

43. By threatening Named Plaintiffs with immigration enforcement for resisting the Package, by following through on those threats against at least one Named Plaintiff, and by terminating Plaintiff

1 Roshan Singh as alleged below, Defendants engaged in unlawful retaliation against employees for
2 exercising and asserting rights under the California Labor Code and FEHA.

3 44. Defendants' retaliatory conduct was intended to chill, and did chill, the exercise of
4 workplace rights by Named Plaintiffs and other South Asian and immigrant employees at Sacto
5 Logistics.

6 **G. Failure to Provide Restroom Access on Routes**

7 45. Sacto Logistics assigns delivery drivers to multi-stop routes that may extend over many
8 hours, often without access to customer- or employer-provided restroom facilities. Sacto Logistics has
9 not provided drivers with reasonable access to toilet facilities during the workday, in violation of 8
10 California Code of Regulations § 3364, the rest-period and working-condition provisions of IWC Wage
11 Order No. 9, and Labor Code §§ 226.7 and 1198.

12 46. Sacto Logistics has likewise failed to implement and maintain a lawful meal-period and
13 rest-period practice. It has not provided drivers with timely, duty-free meal periods of at least 30 minutes
14 for work periods exceeding five hours, has not authorized and permitted paid, duty-free 10-minute rest
15 periods for every four hours of work or major fraction thereof, and has on occasion mischaracterized
16 mandatory wait time as qualifying rest periods. Sacto Logistics has never paid the premium wages
17 required by Labor Code § 226.7(c) for non-compliant meal or rest periods.

18 47. In response to the absence of facilities on certain routes, Sacto Logistics management —
19 including dispatch and route supervisors — has knowingly directed drivers, including Plaintiff Roshan
20 Singh, to relieve themselves in non-restroom areas on customer property, including the area behind the
21 dumpster on the property where Mr. Singh was assigned. Other delivery drivers — including non-South
22 Asian Comparator Employees on the same and similar routes — have engaged in the same conduct with
23 management's knowledge and have never been disciplined.

24 **H. The Retaliatory Termination of Roshan Singh**

25 48. Plaintiff Roshan Singh had been employed by Sacto Logistics as a delivery driver,
26 without any documented discipline, from November 18, 2024 onward.

27 49. On March 11, 2026, Mr. Singh, like every other Named Plaintiff, filed a complaint with
28 the California Civil Rights Department alleging discrimination, harassment, and retaliation by Sacto

1 Logistics on the basis of national origin and race. Named Plaintiffs’ counsel had also previously
2 identified Mr. Singh as an aggrieved employee in the Original PAGA Notice (March 9, 2026) and the
3 Amended PAGA Notice (March 10, 2026) submitted to the LWDA and Sacto Logistics. Mr. Singh
4 thereby engaged in protected activity within the meaning of Government Code § 12940(h) and Labor
5 Code §§ 98.6 and 1102.5, including by initiating the PAGA notice process and by his anticipated
6 participation as a named plaintiff in this action.

7 50. Approximately seven weeks later, on or about May 1, 2026, Sacto Logistics terminated
8 Mr. Singh’s employment. The asserted basis was that Mr. Singh had been observed urinating on
9 customer storage property on his assigned route. Sacto Logistics, through its counsel, has represented
10 that the conduct was reported by a property manager, “investigated,” and “confirmed.”

11 51. The asserted basis is pretextual. Mr. Singh’s assigned route did not have customer-
12 accessible restroom facilities. Sacto Logistics’s own management directed Mr. Singh and other drivers
13 to relieve themselves in the area behind the dumpster on that very property. Other Sacto Logistics
14 delivery drivers — including non-South Asian Comparator Employees — engaged in materially
15 identical conduct on the same and similar routes with management’s actual knowledge and were never
16 disciplined or terminated.

17 52. The temporal proximity between Mr. Singh’s protected activity and his termination, the
18 application of discipline only to him while Comparator Employees engaging in identical conduct were
19 not disciplined, and the demonstrably false nature of the asserted “investigation” together establish that
20 Sacto Logistics terminated Mr. Singh in retaliation for his protected activity, including his CRD
21 complaint, his identification as an aggrieved employee under PAGA, and his anticipated participation as
22 a named plaintiff in this action.

23 53. Mr. Singh’s termination has caused, and continues to cause, lost wages, lost benefits, lost
24 employment opportunities, emotional distress, humiliation, and other compensatory damages. Defendant
25 Gosai authorized, ratified, and/or directed Mr. Singh’s termination and is personally liable for it under
26 FEHA and Labor Code § 558.1.

27 **I. Class Members and Aggrieved Employees**
28

1 54. In addition to Named Plaintiffs, there are numerous other current and former employees
2 of Sacto Logistics who were subjected to the same or substantially similar policies and practices during
3 the applicable class period and PAGA period. Upon information and belief, Sacto Logistics employed
4 approximately 70 or more delivery drivers who were subjected to the same systemic violations,
5 including failure to pay overtime, failure to reimburse business expenses, unlawful deductions,
6 inaccurate wage statements, and, as to South Asian and immigrant drivers, discriminatory terms of
7 employment and immigration threats.

8 **V. CLASS ACTION ALLEGATIONS**

9 55. Named Plaintiffs bring this action on behalf of themselves and all others similarly
10 situated pursuant to Code of Civil Procedure § 382. Named Plaintiffs seek to represent the following
11 classes (collectively, the “Class”):

12
13 **General Class: All current and former delivery drivers employed by Sacto Logistics, Inc. in**
14 **the State of California at any time from June 4, 2022 to the present (the “Class Period”).**

15
16 **Discrimination Subclass: All Class Members who are of South Asian or Indian national**
17 **origin employed by Sacto Logistics, Inc. at any time during the Class Period.**

18
19 **Immigration Threats Subclass: All Class Members who were presented with the February**
20 **26, 2026 Document Package described herein.**

21 56. Named Plaintiffs reserve the right to amend or modify the Class definitions as discovery
22 proceeds.

23 57. Named Plaintiffs satisfy the requirements for class certification under Code of Civil
24 Procedure § 382 as follows:

25 **A. Numerosity**

26 58. The Class is so numerous that joinder of all members is impracticable. Upon information
27 and belief, the General Class consists of approximately 70 or more current and former delivery drivers.
28 The Discrimination Subclass consists of all South Asian and Indian-origin drivers, who, upon

information and belief, constitute the substantial majority of Sacto Logistics's delivery driver workforce. Individual joinder of all Class Members is impracticable given the size of the Class, the geographical distribution of members, and the relatively modest individual damages that make individual litigation economically infeasible for most Class Members.

B. Commonality

59. Common questions of law and fact exist as to all Class Members, the resolution of which will drive the resolution of the litigation for the entire Class. Common questions include, without limitation:

60. Whether Sacto Logistics had a uniform policy and practice of failing to pay delivery drivers overtime at the applicable overtime rate for all hours worked in excess of eight in a workday and forty in a workweek;

61. Whether Sacto Logistics had a uniform policy and practice of paying Saturday hours in off-books cash at below-overtime rates;

62. Whether Sacto Logistics failed to pay delivery drivers for all hours worked, including pre-shift and off-the-clock work, at no less than the applicable minimum wage;

63. Whether Sacto Logistics failed to provide compliant meal periods, failed to authorize and permit compliant rest periods, and failed to pay premium wages under Labor Code § 226.7;

64. Whether Sacto Logistics had a uniform policy and practice of failing to reimburse delivery drivers for vehicle mileage at the IRS standard rate or at a rate sufficient to cover actual and necessary expenses under Labor Code § 2802;

65. Whether Sacto Logistics had a uniform policy and practice of failing to reimburse delivery drivers for cell phone and data expenses;

66. Whether Sacto Logistics made unlawful deductions from delivery drivers' wages for GPS equipment and health insurance premiums;

67. Whether Sacto Logistics's wage statements failed to accurately itemize hours worked, overtime rates, and all deductions as required by Labor Code § 226;

68. Whether the wage releases in the February 26, 2026 Package are void under Labor Code § 206.5;

69. Whether Sacto Logistics imposed mandatory Saturday work exclusively on South Asian and immigrant drivers and not on Comparator Employees;

70. Whether Sacto Logistics's differential treatment of South Asian and immigrant drivers constitutes unlawful discrimination on the basis of national origin and race in violation of FEHA;

71. Whether Defendants engaged in unfair immigration-related practices in violation of Labor Code § 1019;

72. Whether Sacto Logistics failed to provide adequate restroom access on assigned delivery routes in violation of 8 CCR § 3364, applicable IWC Wage Orders, and Labor Code § 226.7;

73. Whether Defendants' conduct constitutes unlawful business practices under Business and Professions Code § 17200 et seq.;

74. Whether Defendants are liable for civil penalties under PAGA for the Labor Code violations described herein; and

75. The appropriate measure of damages, restitution, and penalties for each violation.

C. Typicality

76. Named Plaintiffs' claims are typical of the claims of the Class. Named Plaintiffs are current or former delivery drivers employed by Sacto Logistics who were subjected to the same uniform unlawful policies and practices as all other Class Members: the same failure to pay overtime, the same mileage reimbursement shortfalls, the same unlawful deductions, the same deficient wage statements, and the same coercive Package. Named Plaintiffs of South Asian and Indian national origin are typical of the Discrimination Subclass in that they were subjected to the same discriminatory terms of employment, mandatory Saturday requirements, and immigration threats imposed exclusively on South Asian and immigrant drivers.

D. Adequacy of Representation

77. Named Plaintiffs will fairly and adequately protect the interests of the Class. Named Plaintiffs have no conflicts of interest with other Class Members and are committed to vigorously prosecuting this action. Named Plaintiffs have retained counsel experienced in California employment law, wage and hour class litigation, and FEHA class actions. Counsel is committed to dedicating the resources necessary to litigate this case on behalf of the Class.

1
2
3 **E. Predominance and Superiority**

4 78. Common questions of law and fact predominate over questions affecting only individual
5 Class Members. The central liability questions — whether Sacto Logistics maintained uniform unlawful
6 wage and hour policies, whether it discriminated against South Asian drivers as a class, whether
7 Defendants engaged in immigration threats — are all susceptible to common, classwide proof.
8 Individual issues, if any, are limited to the calculation of damages for each Class Member, which can be
9 determined from Sacto Logistics’s payroll and employment records without individualized mini-trials.

10 79. A class action is superior to all other available methods for the fair and efficient
11 adjudication of this controversy. The damages suffered by individual Class Members are modest relative
12 to the burden and expense of individual prosecution, making individual litigation economically
13 infeasible. Class treatment will prevent inconsistent or varying adjudications, will conserve judicial
14 resources, and will enable class members — many of whom are current employees with limited
15 resources and legitimate fears of individual retaliation, including the kind of retaliatory termination that
16 befell Plaintiff Roshan Singh — to vindicate their rights through the collective action mechanism that
17 the Legislature designed for precisely this circumstance.

18 80. Named Plaintiffs are not aware of any pending litigation covering the same Class and the
19 same legal claims, and there are no particular difficulties likely to be encountered in the management of
20 this case as a class action that cannot be addressed through appropriate case management orders.

21
22 **FIRST CAUSE OF ACTION**

23 **DISCRIMINATION ON THE BASIS OF NATIONAL ORIGIN AND RACE**

24 **(Government Code § 12940(a) — Named Plaintiffs and Discrimination Subclass against Sacto**
25 **Logistics, Inc. and Does 1 through 50)**

26 81. Named Plaintiffs incorporate by reference the allegations of paragraphs 1 through 80 as
27 though fully set forth herein. Named Plaintiffs bring this cause of action individually and on behalf of
28 the Discrimination Subclass.

82. At all relevant times, Named Plaintiffs and Discrimination Subclass Members were employees and Sacto Logistics was an employer within the meaning of Government Code § 12926.

83. Government Code § 12940(a) makes it an unlawful employment practice for an employer to discriminate against an employee in compensation or in terms, conditions, or privileges of employment because of national origin or race.

84. Defendants discriminated against Named Plaintiffs and Discrimination Subclass Members on the basis of their South Asian and Indian national origin and race by imposing materially inferior terms and conditions of employment, including mandatory Saturday work not required of Comparator Employees; inferior mileage reimbursement; off-books and below-rate Saturday pay; denial of proper overtime through regular payroll; unlawful payroll deductions; the coercive, discriminatorily targeted imposition of the February 26, 2026 Package; and the discriminatory and pretextual termination of Plaintiff Roshan Singh while similarly situated Comparator Employees engaging in identical conduct were not disciplined.

85. As a direct and proximate result of Defendants' discrimination, Named Plaintiffs and Discrimination Subclass Members have suffered lost wages, lost benefits, diminished earning capacity, emotional distress, humiliation, and other compensatory damages in amounts to be proven at trial. Plaintiffs seek punitive damages against Defendants based on their malicious, oppressive, and fraudulent conduct, and attorney's fees under Government Code § 12965(b).

SECOND CAUSE OF ACTION

HARASSMENT ON THE BASIS OF NATIONAL ORIGIN AND RACE

(Government Code § 12940(j) — Named Plaintiffs and Discrimination Subclass against All Defendants)

86. Named Plaintiffs incorporate by reference the allegations of paragraphs 1 through 85 as though fully set forth herein. Named Plaintiffs bring this cause of action individually and on behalf of the Discrimination Subclass.

87. Government Code § 12940(j) makes it unlawful for an employer or any person to harass an employee because of national origin or race.

88. Defendants subjected Named Plaintiffs and Discrimination Subclass Members to a hostile work environment on the basis of their South Asian and Indian national origin and race by: threatening them with deportation and immigration enforcement as a tool of workplace coercion; imposing discriminatory work obligations not imposed on Comparator Employees; exploiting their immigration status to undermine their workplace rights; and, in at least one case, reporting or causing an employee to be contacted by federal immigration enforcement authorities.

89. The harassment was severe and pervasive and would have been perceived as hostile by a reasonable person in Plaintiffs' position. The immigration threats in particular constituted severe harassment that materially altered the terms and conditions of Plaintiffs' employment.

90. Defendant Gosai personally participated in the harassment and is individually liable under Government Code § 12940(j).

91. As a direct and proximate result, Named Plaintiffs and Discrimination Subclass Members have suffered emotional distress, fear, humiliation, and other damages in amounts to be proven at trial. Plaintiffs seek compensatory damages, punitive damages, and attorney's fees.

THIRD CAUSE OF ACTION

RETALIATION (FEHA)

**(Government Code § 12940(h) — Named Plaintiffs and Discrimination Subclass against Sacto
Logistics, Inc. and Does 1 through 50)**

92. Named Plaintiffs incorporate by reference the allegations of paragraphs 1 through 91 as though fully set forth herein.

93. Government Code § 12940(h) prohibits retaliation against an employee for opposing practices made unlawful by FEHA.

94. Named Plaintiffs engaged in protected activity by resisting and refusing to silently acquiesce in Defendants' discriminatory practices, by filing complaints with the CRD on March 11, 2026, and by asserting their rights under FEHA and the Labor Code.

95. In direct response to Named Plaintiffs' protected activity, Defendants retaliated, including by: (a) threatening immigration enforcement consequences; (b) in at least one case, contacting or cooperating with federal immigration enforcement authorities; and (c) terminating Plaintiff Roshan

1 Singh on May 1, 2026, approximately seven weeks after he filed his CRD complaint and approximately
2 seven and eight weeks after he was identified as an aggrieved employee in the Original and Amended
3 PAGA Notices, on a pretextual basis demonstrably contradicted by Sacto Logistics's own management
4 instructions and the unpunished, identical conduct of Comparator Employees.

5 96. As a direct and proximate result, Named Plaintiffs — and in particular Plaintiff Roshan
6 Singh — have suffered lost wages, lost benefits, lost employment opportunities, emotional distress,
7 humiliation, fear, and economic harm in amounts to be proven at trial, and are entitled to reinstatement,
8 back pay, front pay, punitive damages, and attorney's fees.

9 **FOURTH CAUSE OF ACTION**

10 **FAILURE TO PREVENT DISCRIMINATION AND HARASSMENT**

11 **(Government Code § 12940(k) — Named Plaintiffs and Discrimination Subclass against Sacto**
12 **Logistics, Inc.)**

13 97. Named Plaintiffs incorporate by reference the allegations of paragraphs 1 through 96 as
14 though fully set forth herein.

15 98. Government Code § 12940(k) requires employers to take all reasonable steps necessary
16 to prevent discrimination and harassment.

17 99. Sacto Logistics failed to take any reasonable steps to prevent the discrimination and
18 harassment described herein. To the contrary, it was Sacto Logistics's own Chief Executive Officer who
19 directly participated in, directed, and authorized the discriminatory and harassing conduct.

20 100. As a direct and proximate result, Named Plaintiffs and Discrimination Subclass Members
21 have suffered damages in amounts to be proven at trial, and are entitled to attorney's fees.

22 **FIFTH CAUSE OF ACTION**

23 **IMMIGRATION THREATS**

24 **(Labor Code § 1019 — Named Plaintiffs and Immigration Threats Subclass against All**
25 **Defendants)**

26 101. Named Plaintiffs incorporate by reference the allegations of paragraphs 1 through 100 as
27 though fully set forth herein. Named Plaintiffs bring this cause of action individually and on behalf of
28 the Immigration Threats Subclass.

1 102. Labor Code § 1019 prohibits any person from engaging in, or directing another person to
2 engage in, an unfair immigration-related practice against any person for the purpose of retaliating
3 against that person for exercising any right protected under the Labor Code or any other California
4 employment law. “Unfair immigration-related practices” include threatening to contact, contacting, or
5 cooperating with any agency that enforces immigration law. (Lab. Code § 1019(b)(1).)

6 103. Defendants engaged in unfair immigration-related practices against Named Plaintiffs and
7 Immigration Threats Subclass Members by directly threatening them with ICE referral if they refused to
8 sign the Package, and, in at least one instance, by contacting or cooperating with federal immigration
9 enforcement authorities following an employee’s resistance to signing or assertion of protected
10 workplace rights.

11 104. Labor Code § 1019(d) provides a direct private civil right of action for equitable relief
12 and any applicable damages or penalties. Each Plaintiff and Subclass Member subjected to an unfair
13 immigration-related practice is entitled to equitable relief, including reinstatement and reimbursement of
14 lost wages and benefits, damages, and reasonable attorney’s fees and costs, including expert witness
15 costs. (Lab. Code § 1019(d)(1), (4).) Because Defendants’ unfair immigration-related practices occurred
16 within 90 days of Plaintiffs’ exercise of rights protected by the Labor Code, a rebuttable presumption
17 arises that Defendants acted in retaliation for the exercise of those rights. (Lab. Code § 1019(c).)

18 105. Defendant Gosai is personally liable under Labor Code § 1019 for directly making the
19 immigration threats and for authorizing and directing others, including Kartik, to do the same.

20 **SIXTH CAUSE OF ACTION**

21 **UNLAWFUL PROCUREMENT OF RELEASE OF WAGES**

22 **(Labor Code § 206.5 — Named Plaintiffs and General Class against Sacto Logistics, Inc. and Does**
23 **1 through 50)**

24 106. Named Plaintiffs incorporate by reference the allegations of paragraphs 1 through 105 as
25 though fully set forth herein. Named Plaintiffs bring this cause of action individually and on behalf of
26 the General Class.

107. Labor Code § 206.5 prohibits any employer from requiring the execution of a release of a claim or right on account of wages due, or to become due, unless payment of those wages has actually been made.

108. Defendants required Named Plaintiffs and Class Members, as a condition of continued employment and under threat of termination and immigration enforcement, to execute the wage claim release in the Package without having paid the wages due. Named Plaintiffs refused to sign; numerous Class Members did execute the release. The \$1,000 payments to signing Class Members did not constitute full payment of all wages due. Any release of wage claims executed by Class Members is void as a matter of law. Named Plaintiffs and Class Members are entitled to a judicial declaration that any such release is null and void, and civil penalties for Defendants' violations of Labor Code § 206.5 are recoverable through the Seventeenth Cause of Action under PAGA.

SEVENTH CAUSE OF ACTION

REQUIRING EXECUTION OF UNLAWFUL DOCUMENT

**(Labor Code § 432.5 — Named Plaintiffs and General Class against Sacto Logistics, Inc. and Does
1 through 50)**

109. Named Plaintiffs incorporate by reference the allegations of paragraphs 1 through 108 as though fully set forth herein.

110. Labor Code § 432.5 prohibits any employer from requiring an employee to agree, in writing, to any term or condition known by the employer to be prohibited by law. Defendants required Named Plaintiffs and Class Members, under threat of termination and immigration enforcement, to execute the Package, which included, which included a release of wage claims prohibited by Labor Code § 206.5 and obtained through immigration threats unlawful under Labor Code § 1019. Defendants knew or should have known that the terms of the Package were prohibited by California law. Named Plaintiffs and Class Members are entitled to a judicial declaration that the Package and its constituent documents are unlawful, void, and unenforceable, and to injunctive relief barring Defendants from enforcing or relying upon them; civil penalties for Defendants' violations of Labor Code § 432.5 are recoverable through the Seventeenth Cause of Action under PAGA.

1
2 **EIGHTH CAUSE OF ACTION**

3 **UNPAID OVERTIME**

4 **(Labor Code §§ 510, 1194; IWC Wage Order No. 9 — Named Plaintiffs and General Class against**
5 **All Defendants)**

6 111. Named Plaintiffs incorporate by reference the allegations of paragraphs 1 through 110 as
7 though fully set forth herein. Named Plaintiffs bring this cause of action individually and on behalf of
8 the General Class.

9 112. Labor Code § 510 requires that employees be paid overtime at one and one-half times the
10 regular rate for all hours worked in excess of eight in a workday and forty in a workweek, and at double
11 time for hours in excess of twelve in a workday.

12 113. Named Plaintiffs and Class Members regularly worked in excess of eight hours per day
13 and forty hours per week, including through mandatory Saturday work. Defendants failed to pay Named
14 Plaintiffs and Class Members the overtime compensation required by law, instead paying Saturday hours
15 as off-books cash below the applicable overtime rate and failing to include those hours in payroll
16 records. All remuneration paid to Named Plaintiffs and Class Members, including off-books cash
17 payments, must be included in the regular rate of pay for purposes of calculating overtime
18 compensation.

19 114. Defendant Gosai is individually liable for unpaid overtime under Labor Code § 558.1.
20 Named Plaintiffs and Class Members are entitled to recover all unpaid overtime plus interest, and
21 reasonable attorney's fees and costs pursuant to Labor Code § 1194.

22 **NINTH CAUSE OF ACTION**

23 **FAILURE TO PAY MINIMUM WAGE FOR ALL HOURS WORKED**

24 **(Labor Code §§ 1194, 1194.2, 1197; IWC Wage Order No. 9 — Named Plaintiffs and General**
25 **Class against All Defendants)**

26 115. Named Plaintiffs incorporate by reference the allegations of paragraphs 1 through 114 as
27 though fully set forth herein. Named Plaintiffs bring this cause of action individually and on behalf of
28 the General Class.

116. Labor Code §§ 1194 and 1197 and IWC Wage Order No. 9 require employers to pay employees no less than the applicable minimum wage for all hours worked. “Hours worked” includes all time during which an employee is subject to the employer’s control, and all time the employee is suffered or permitted to work.

117. Defendants failed to pay Named Plaintiffs and Class Members at least the applicable minimum wage for all hours worked, including pre-shift warehouse and pre-route duties performed under Defendants' direction and control, other off-the-clock work, and Saturday hours paid off-books in flat cash amounts that, when allocated across all hours actually worked, fell below the applicable minimum wage. Defendants failed to maintain a timekeeping system capturing all such hours worked.

118. Defendant Gosai is individually liable under Labor Code § 558.1. Named Plaintiffs and Class Members are entitled to recover the unpaid balance of all minimum wages owed, liquidated damages in an amount equal to the unpaid minimum wages plus interest pursuant to Labor Code § 1194.2, and reasonable attorney's fees and costs pursuant to Labor Code § 1194.

TENTH CAUSE OF ACTION

FAILURE TO PROVIDE MEAL AND REST PERIODS

**(Labor Code §§ 226.7, 512, 1198; IWC Wage Order No. 9 — Named Plaintiffs and General Class
against All Defendants)**

119. Named Plaintiffs incorporate by reference the allegations of paragraphs 1 through 118 as though fully set forth herein. Named Plaintiffs bring this cause of action individually and on behalf of the General Class.

120. Labor Code § 512 and § 11 of IWC Wage Order No. 9 require employers to provide a duty-free, uninterrupted meal period of not less than 30 minutes for work periods of more than five hours, and a second meal period for work periods of more than ten hours. Labor Code § 226.7 and § 12 of Wage Order No. 9 require employers to authorize and permit a paid, duty-free rest period of not less than 10 minutes for every four hours of work or major fraction thereof. Labor Code § 1198 makes it unlawful to employ any employee under conditions of labor prohibited by the applicable wage order.

121. Defendants assigned Named Plaintiffs and Class Members to multi-stop delivery routes extending over many hours and failed to provide compliant, duty-free meal periods; failed to authorize

1 and permit compliant rest periods; mischaracterized mandatory wait time as qualifying rest periods; and
2 failed to provide reasonable access to toilet facilities during the workday, thereby employing drivers
3 under conditions of labor prohibited by Wage Order No. 9 in violation of Labor Code § 1198.
4 Defendants never paid the premium wages required by Labor Code § 226.7(c).

5 122. Defendant Gosai is individually liable under Labor Code § 558.1. Named Plaintiffs and
6 Class Members are entitled to recover one additional hour of pay at the regular rate of compensation for
7 each workday a compliant meal period was not provided, and one additional hour of pay at the regular
8 rate for each workday a compliant rest period was not authorized and permitted, plus interest.

9 **ELEVENTH CAUSE OF ACTION**

10 **FAILURE TO REIMBURSE BUSINESS EXPENSES**

11 **(Labor Code § 2802 — Named Plaintiffs and General Class against All Defendants)**

12 123. Named Plaintiffs incorporate by reference the allegations of paragraphs 1 through 122 as
13 though fully set forth herein. Named Plaintiffs bring this cause of action individually and on behalf of
14 the General Class.

15 124. Labor Code § 2802 requires an employer to indemnify an employee for all necessary
16 expenditures incurred in direct consequence of the discharge of the employee's duties. Defendants
17 required Named Plaintiffs and Class Members to use their personal vehicles for deliveries but failed to
18 reimburse at the IRS standard mileage rate or at a rate fully covering actual and necessary vehicle
19 expenses, and failed to reimburse for business use of personal cell phones and data plans. Additionally,
20 Sacto Logistics required Named Plaintiffs to carry GPS tracking equipment without reimbursement and
21 unlawfully deducted approximately \$2,500 from at least one Named Plaintiff's wages for alleged
22 equipment loss.

23 125. Named Plaintiffs and Class Members are entitled to recover all unreimbursed business
24 expenses, interest at 10% per annum, and attorney's fees and costs pursuant to Labor Code § 2802(c).

1 **TWELFTH CAUSE OF ACTION**

2 **UNLAWFUL DEDUCTIONS FROM WAGES**

3 **(Labor Code §§ 221, 224 — Named Plaintiffs and General Class against Sacto Logistics, Inc. and**
4 **Does 1 through 50)**

5 126. Named Plaintiffs incorporate by reference the allegations of paragraphs 1 through 125 as
6 though fully set forth herein. Named Plaintiffs bring this cause of action individually and on behalf of
7 the General Class.

8 127. Labor Code § 221 prohibits any employer from collecting or receiving any part of wages
9 theretofore paid to an employee. Labor Code § 224 prohibits unauthorized deductions from wages.
10 Defendants made unlawful deductions from Named Plaintiffs' and Class Members' wages including
11 deductions for GPS tracking equipment costs and health insurance premiums deducted without proper
12 written authorization, in impermissible amounts, and/or applied disproportionately to South Asian and
13 immigrant drivers. Named Plaintiffs and Class Members are entitled to recover all unlawfully deducted
14 wages plus applicable civil penalties.

15 **THIRTEENTH CAUSE OF ACTION**

16 **WAGE STATEMENT VIOLATIONS**

17 **(Labor Code § 226 — Named Plaintiffs and General Class against All Defendants)**

18 128. Named Plaintiffs incorporate by reference the allegations of paragraphs 1 through 127 as
19 though fully set forth herein. Named Plaintiffs bring this cause of action individually and on behalf of
20 the General Class.

21 129. Labor Code § 226(a) requires employers to furnish employees with accurate, itemized
22 wage statements showing gross and net wages, total hours worked, all applicable hourly rates, and all
23 deductions. Defendants knowingly and intentionally furnished Named Plaintiffs and Class Members
24 with wage statements that were materially inaccurate in that they failed to reflect all hours worked
25 including Saturday hours, failed to reflect accurate overtime hours and rates, omitted cash Saturday
26 payments, and in some instances issued duplicate W-2 and 1099 forms for the same employment
27 relationship.

1 130. Each Named Plaintiff and Class Member is entitled to actual damages or statutory
2 penalties of \$50 for the initial pay period and \$100 for each subsequent pay period in which a violation
3 occurred, not to exceed \$4,000 per employee, pursuant to Labor Code § 226(e).

4 **FOURTEENTH CAUSE OF ACTION**

5 **WAITING TIME PENALTIES**

6 **(Labor Code §§ 201, 203 — Plaintiff Roshan Singh against All Defendants)**

7 131. Plaintiff Roshan Singh incorporates by reference the allegations of paragraphs 1 through
8 130 as though fully set forth herein.

9 132. Labor Code § 201 requires an employer that discharges an employee to pay all wages
10 earned and unpaid at the time of discharge immediately upon termination. Labor Code § 203 provides
11 that, where an employer willfully fails to pay wages of an employee who is discharged in accordance
12 with Labor Code § 201, the employee's wages shall continue as a penalty from the due date at the same
13 rate until paid or until an action therefor is commenced, for up to 30 days.

14 133. Upon Mr. Singh's May 1, 2026 termination, Sacto Logistics willfully failed to pay him
15 all wages earned and unpaid, including unpaid overtime, unpaid minimum and straight-time wages for
16 all hours worked, off-books Saturday wages, and premium wages for non-compliant meal and rest
17 periods. More than 30 days have elapsed without payment of all wages due.

18 134. Defendant Gosai is individually liable under Labor Code § 558.1. Mr. Singh is entitled to
19 waiting time penalties equal to 30 days of wages pursuant to Labor Code § 203, plus interest.

20 **FIFTEENTH CAUSE OF ACTION**

21 **RETALIATION — LABOR CODE**

22 **(Labor Code §§ 98.6, 1102.5 — Named Plaintiffs against All Defendants)**

23 135. Named Plaintiffs incorporate by reference the allegations of paragraphs 1 through 134 as
24 though fully set forth herein.

25 136. Labor Code § 98.6 prohibits employers from retaliating against an employee for engaging
26 in protected activity under the Labor Code. Labor Code § 1102.5 prohibits retaliation against an
27 employee who discloses or threatens to disclose to the employer or to a government agency a violation
28 of law, or who refuses to participate in activity that would result in a violation of law.

137. Named Plaintiffs engaged in protected activity by asserting their rights to proper wages, overtime, and expense reimbursement; by resisting and refusing to comply with Defendants' unlawful demands that they execute the Package; by filing CRD complaints; through counsel, by filing PAGA notices with the LWDA disclosing extensive Labor Code violations by Sacto Logistics; and by initiating, and being expected to participate as named plaintiffs in, a PAGA and civil enforcement action. Labor Code § 98.6 expressly protects an employee who has filed a notice pursuant to Labor Code § 2699 or who has participated in a PAGA action.

138. Defendants retaliated against Named Plaintiffs for this protected activity, including by: (a) immigration enforcement contact directed at at least one Named Plaintiff; and (b) the May 1, 2026 termination of Plaintiff Roshan Singh on a pretextual basis. Plaintiff Roshan Singh's termination, in particular, occurred only weeks after his protected activity, was based on conduct that Sacto Logistics's own management directed and that Comparator Employees engaged in without consequence, and constitutes a textbook adverse employment action under both § 98.6 and § 1102.5.

139. Named Plaintiffs — and in particular Plaintiff Roshan Singh — are entitled to reinstatement, reimbursement for lost wages and benefits, civil penalties up to \$10,000 per violation per employee under Labor Code § 1102.5(j), civil penalties under Labor Code § 98.6, attorney’s fees, and all other available remedies.

SIXTEENTH CAUSE OF ACTION

UNFAIR AND UNLAWFUL BUSINESS PRACTICES

(Business and Professions Code § 17200 et seq. — Named Plaintiffs and General Class against All Defendants)

140. Named Plaintiffs incorporate by reference the allegations of paragraphs 1 through 139 as though fully set forth herein. Named Plaintiffs bring this cause of action individually and on behalf of the General Class.

141. Business and Professions Code § 17200 prohibits “unfair competition,” which includes any unlawful, unfair, or fraudulent business act or practice. Defendants’ conduct, as alleged herein, constitutes unlawful, unfair, and fraudulent business practices, including systematic underpayment of wages and overtime; failure to pay minimum wages for all hours worked; failure to provide compliant

1 meal and rest periods or pay premium wages; failure to reimburse business expenses; unlawful
2 deductions from wages; procurement of void wage releases under duress; use of immigration threats as a
3 tool of economic coercion; failure to provide adequate restroom access on assigned routes; and
4 discrimination on the basis of national origin and race in the terms and conditions of employment.

5 142. Named Plaintiffs and Class Members seek restitution of all funds unlawfully acquired by
6 Defendants, injunctive relief restraining Defendants from continuing such practices, and attorney's fees
7 to the extent permitted by law. The applicable statute of limitations for UCL claims is four years.

8 **SEVENTEENTH CAUSE OF ACTION**

9 **CIVIL PENALTIES UNDER THE PRIVATE ATTORNEYS GENERAL ACT**

10 **(Labor Code §§ 2698 et seq. — Named Plaintiffs as Aggrieved Employees and Representatives of**
11 **the State of California against All Defendants)**

12 143. Named Plaintiffs incorporate by reference the allegations of paragraphs 1 through 142 as
13 though fully set forth herein.

14 144. The Private Attorneys General Act of 2004 ("PAGA"), Labor Code § 2699 et seq.,
15 authorizes aggrieved employees to bring a civil action on behalf of themselves and other current or
16 former employees to recover civil penalties for violations of the California Labor Code, acting as
17 representatives of the State of California.

18 145. Named Plaintiffs are "aggrieved employees" within the meaning of Labor Code §
19 2699(c) in that they were subjected to one or more of the Labor Code violations alleged herein during
20 the PAGA period.

21 146. Named Plaintiffs provided written notice to the LWDA and to Sacto Logistics by the
22 Original PAGA Notice on March 9, 2026, and the Amended PAGA Notice on March 10, 2026. The 65-
23 day period under Labor Code § 2699.3(a)(2)(A) expired without the LWDA providing notice of an
24 intention to investigate. Named Plaintiffs are therefore authorized to maintain this action for PAGA civil
25 penalties.

26 147. The PAGA period is the one-year period commencing March 9, 2025. During the PAGA
27 period, Defendants violated the following provisions of the California Labor Code as to Named
28 Plaintiffs and all other Aggrieved Employees:

1 148. Labor Code § 2802: Failure to reimburse employees for all necessary business expenses,
2 including vehicle mileage below the IRS standard rate, cell phone and data expenses, and GPS
3 equipment costs;

4 149. Labor Code § 510: Failure to pay overtime compensation at the applicable overtime rate
5 for all hours worked in excess of eight in a workday and forty in a workweek, including Saturday hours
6 paid off-books at below-overtime rates;

7 150. Labor Code §§ 1194 and 1197: Failure to pay all hours worked at applicable minimum
8 and regular rates of pay;

9 151. Labor Code §§ 226.7 and 512: Failure to provide compliant, duty-free meal periods and
10 to authorize and permit compliant rest periods, including mischaracterizing mandatory wait time as
11 qualifying rest periods, without payment of the premium wages required by Labor Code § 226.7(c);

12 152. Labor Code § 1198: Employment of employees under conditions of labor prohibited by
13 IWC Wage Order No. 9, including non-compliant meal and rest periods and the working conditions on
14 assigned routes alleged herein;

15 153. Labor Code § 226: Failure to furnish accurate, itemized wage statements reflecting actual
16 hours worked, overtime hours and rates, and all applicable deductions;

17 154. Labor Code § 1174: Failure to maintain complete and accurate payroll records;

18 155. Labor Code § 204: Failure to timely pay all wages, including Saturday wages paid
19 outside the regular payroll cycle;

20 156. Labor Code § 206.5: Unlawful procurement of releases of wage claims without payment
21 of wages actually due;

22 157. Labor Code § 432.5: Requiring employees to execute documents containing terms known
23 to be prohibited by law;

24 158. Labor Code §§ 221 and 224: Making unlawful and unauthorized deductions from
25 employee wages, including for GPS equipment and health insurance premiums;

26 159. Labor Code § 203: Willful failure to timely pay all wages due upon separation of
27 employment to one or more former employees whose employment ended during the PAGA period,
28

1 including unpaid overtime, unpaid wages for all hours worked, off-books Saturday wages, and other
2 earned compensation;

3 160. Labor Code § 226.8: Willful misclassification of employees, evidenced by issuance of
4 both W-2 and 1099 forms to the same employees for the same employment relationship;

5 161. Labor Code §§ 98.6 and 1102.5: Retaliation against employees for engaging in protected
6 activity, including complaints regarding wages, reimbursement, deductions, and working conditions,
7 through the presentation of coercive document packages, threats of termination, immigration-related
8 threats, and other adverse conduct;

9 162. Pursuant to Labor Code § 2699(f), civil penalties of \$100 per aggrieved employee per
10 pay period are recoverable for violations of provisions for which no civil penalty is specifically
11 provided, and \$200 per aggrieved employee per pay period where authorized by Labor Code §
12 2699(f)(2), including where, within the five years preceding the violation, an agency or court has found
13 the employer's policy or practice unlawful, or where the court determines that the employer's conduct
14 was malicious, fraudulent, or oppressive; for provisions with a specific civil penalty, the specified
15 penalty is recoverable.

16 163. Pursuant to Labor Code § 2699(m), civil penalties recovered shall be distributed 65% to
17 the LWDA and 35% to Aggrieved Employees on a pro-rata basis. Named Plaintiffs and counsel are
18 entitled to reasonable attorney's fees and costs pursuant to Labor Code § 2699(g)(1).

19 164. Defendant Gosai is personally liable as a person acting on behalf of the employer within
20 the meaning of Labor Code § 558.1 for the wage and hour violations described above.

21 **EIGHTEENTH CAUSE OF ACTION**

22 **WRONGFUL TERMINATION IN VIOLATION OF PUBLIC POLICY**

23 ***(Tameny v. Atlantic Richfield Co. — Plaintiff Roshan Singh against Sacto Logistics, Inc. and Does 1***
24 ***through 50)***

25 165. Plaintiff Roshan Singh incorporates by reference the allegations of paragraphs 1 through
26 164 as though fully set forth herein.

1 166. California recognizes a common-law tort cause of action for wrongful termination in
2 violation of fundamental public policy. (*Tameny v. Atlantic Richfield Co.* (1980) 27 Cal.3d 167;
3 *Stevenson v. Superior Court* (1997) 16 Cal.4th 880.)

4 167. California public policy, embodied in FEHA (Gov. Code §§ 12940(a), (h), (j)), the
5 California Constitution (Article I, § 8), and the Labor Code (including §§ 98.6, 1019, 1102.5, and
6 226.7), prohibits termination of an employee in retaliation for: (a) opposing or complaining of
7 discrimination, harassment, or retaliation on the basis of national origin or race; (b) asserting rights
8 under the Labor Code, including rights to proper wages, overtime, expense reimbursement, and meal
9 and rest periods; (c) disclosing violations of law to a government agency, including by initiating a CRD
10 complaint and PAGA notice process; and (d) refusing to participate in activity that would result in a
11 violation of law.

12 168. Plaintiff Roshan Singh engaged in such protected activity, including by filing a CRD
13 complaint on March 11, 2026 and by being identified as an aggrieved employee in the Original and
14 Amended PAGA Notices submitted to the LWDA on March 9 and March 10, 2026. Mr. Singh was also
15 expected to participate as a named plaintiff in this anticipated action. Sacto Logistics had actual
16 knowledge of his protected activity through its receipt of the PAGA Notices and through this office's
17 prior correspondence.

18 169. Approximately seven weeks later, on May 1, 2026, Sacto Logistics terminated Mr. Singh
19 on a pretextual basis demonstrably contradicted by Sacto Logistics's own management instructions and
20 by the unpunished, identical conduct of Comparator Employees. Mr. Singh's protected activity was a
21 substantial motivating factor for his termination.

22 170. The termination of Mr. Singh was authorized, directed, and ratified by Defendant Gosai,
23 Sacto Logistics's Chief Executive Officer and a managing agent of Sacto Logistics within the meaning
24 of Civil Code § 3294(b).

25 171. As a direct and proximate result, Mr. Singh has suffered, and continues to suffer, lost
26 wages, lost benefits, lost employment opportunities, severe emotional distress, humiliation, and other
27 compensatory damages in amounts to be proven at trial. Defendants' conduct was malicious, oppressive,
28 and fraudulent within the meaning of Civil Code § 3294, justifying an award of punitive damages.

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VI. PRAYER FOR RELIEF

WHEREFORE, Named Plaintiffs, individually and on behalf of the Class and all Aggrieved Employees, pray for judgment against Defendants, and each of them, as follows:

1. An order certifying this action as a class action under Code of Civil Procedure § 382, appointing Named Plaintiffs as class representatives, and appointing their counsel as class counsel;
2. Reinstatement of Plaintiff Roshan Singh, with full back pay, front pay, and restoration of all benefits;
3. Compensatory damages for lost wages, lost benefits, and loss of earning capacity according to proof, including Mr. Singh's wrongful termination damages;
4. General damages for emotional distress, humiliation, and mental anguish according to proof;
5. Damages, reinstatement, reimbursement of lost wages and benefits, and other equitable relief pursuant to Labor Code § 1019(d) for each unfair immigration-related practice;
6. A judicial declaration that the wage claim releases and other documents procured in violation of Labor Code §§ 206.5 and 432.5 are null, void, and unenforceable;
7. Civil penalties under Labor Code § 226(e) for wage statement violations;
8. Premium wages pursuant to Labor Code § 226.7(c) for non-compliant meal and rest periods;
9. Waiting time penalties pursuant to Labor Code § 203;
10. Civil penalties under Labor Code §§ 98.6 and 1102.5(j), including up to \$10,000 per violation per employee under § 1102.5(j);
11. PAGA civil penalties pursuant to Labor Code § 2699 for each violation identified in the Seventeenth Cause of Action, allocated 65% to the LWDA and 35% to Aggrieved Employees;
12. Restitution of all unpaid wages, unreimbursed business expenses, and unlawfully deducted amounts under Business and Professions Code § 17200 et seq., on behalf of Named Plaintiffs and the Class;

1 13. Injunctive relief prohibiting Defendants from continuing the unlawful practices alleged
2 herein, including any further retaliation against Named Plaintiffs, Class Members, or Aggrieved
3 Employees;

4 14. Liquidated damages equal to unpaid minimum wages, plus interest thereon, pursuant to
5 Labor Code § 1194.2;

6 15. Interest on all amounts owed at the maximum legal rate;

7 16. Reasonable attorney's fees and costs pursuant to Government Code § 12965(b), Labor
8 Code §§ 1194, 2802(c), 98.6, 1102.5, 1019, 2699(g)(1), and Code of Civil Procedure § 1021.5;

9 17. Punitive damages against Defendant Gosai and Sacto Logistics, Inc. in amounts sufficient
10 to punish and deter their malicious, fraudulent, and oppressive conduct, including specifically with
11 respect to the wrongful termination of Plaintiff Roshan Singh;

12 18. Costs of suit incurred herein; and

13 19. Such other and further relief as the Court may deem just and proper.
14
15

16 Dated: June 4, 2026

JADHAVJI LAW, PC

17 By: /s/ Alishan A. Jadhavji
18 Alishan A. Jadhavji
19 Attorney for Plaintiffs, the
20 Class, and Aggrieved
21 Employees
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Dated: June 4, 2026

By: /s/ Alishan A. Jadhavji
Alishan A. Jadhavji
Attorney for Plaintiffs, the
Class, and Aggrieved
Employees