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Electronically FILED by
Superior Court of California,
County of Los Angeles
6/22/2026 12:45 PM
David W. Slayton,
Executive Officer/Clerk of Court,
By Y. Tarasyuk, Deputy Clerk

9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

10 **FOR THE COUNTY OF LOS ANGELES**

11 **Rafael Cardenas**, individually and on behalf of
12 all similarly situated individuals,

13 Plaintiff,

14 vs.

15 **Jeff & Tony's DSD, LLC**; a California Limited
16 Liability Company; **Grikor Erdoglian**, an
17 individual; and **Does 1-10**, inclusive;

18 Defendants.

CASE NO. **26STCV19668**

REPRESENTATIVE COMPLAINT FOR:

1) **PAGA Penalties (Labor Code §§ 2698, *et seq.*)**

1 Plaintiff Rafael Cardenas, on behalf of the State of California, solely in his representative
2 capacity as a private attorney general under the Private Attorney General Act of 2004, Labor Code §
3 2699, et seq. (“PAGA”), hereby brings this action on behalf of all “aggrieved employees” and alleges
4 as follows, by and through his counsel of record:

5 **PAGA ONLY ACTION**

6 1. PAGA authorizes “an aggrieved employee, acting as a proxy or agent of the state Labor
7 and Workforce Development Agency, to bring a civil action against an employer on behalf of himself
8 or herself and other current or former employees to recover civil penalties for Labor Code violations
9 they have sustained.” *Adolph v. Uber Techs.*, 14 Cal.5th 1104, 1113 (Cal. 2023).

10 2. “PAGA is designed primarily to benefit the general public, not the party bringing the
11 action.” *Id.*, at 1117. “A PAGA claim for civil penalties is fundamentally a law enforcement action. The
12 government entity on whose behalf the plaintiff files suit is the real party in interest.” *Id.* PAGA’s
13 default civil penalties are thus calculated to punish the employer for wrongdoing and to deter violations
14 rather than “compensate employees for actual losses incurred.” *Id.*

15 3. Under the authority expressed in *Adolph*, Mr. Cardenas does not bring suit in his
16 individual capacity and does not seek to recover anything through this suit other than civil penalties as
17 permitted under PAGA—he brings this action solely in his representative capacity under the PAGA,
18 on behalf of the State of California, the public, and all aggrieved employees of Defendants.

19 4. To the extent that statutory violations are mentioned for wage violations, Mr. Cardenas
20 does not seek underlying general and/or special damages for those violations, but only references those
21 predicate violations as part of the State’s claim for civil penalties under PAGA.

22 5. Nothing in this complaint is—or should be construed—as an attempt to seek any relief
23 that would not be available in a PAGA-only proceeding.

24 **THE PARTIES**

25 6. Plaintiff **Rafael Cardenas** (“Plaintiff” or “Mr. Cardenas”) is a resident of the County
26 of Bakersfield in the State of California. Mr. Cardenas was employed by Defendants as an hourly, non-
27 exempt employee of Defendants from in or around April 27, 2026 to on or around March 6, 2026.

28 7. Defendant **Jeff & Tony’s DSD, LLC** (“Jeff & Tony’s”) is a wholesale distributor of

1 ice cream and frozen foods. On information and belief, Jeff & Tony's employs at least 50 hourly, non-
2 exempt employees. Upon information and belief, Jeff & Tony's principal place of business is 211 West
3 Orange Grove Ave, Burbank, CA 91502.

4 8. Defendant **Grikor Erdoglian** ("Mr. Erdoglian") is an individual who, on information
5 and belief, resides in the County of Los Angeles. Upon information and belief, Mr. Erdoglian is the
6 Managing Member of Jeff & Tony's. Per Labor Code § 558.1, since Mr. Erdoglian is a managing agent,
7 director, and/or officer of Jeff & Tony's and, upon information and belief, as he caused or directed
8 the acts described herein, he is personally liable for the penalties sought under PAGA for predicate
9 violations of the Labor Code asserted herein.

10 9. The true names and capacities of the defendants named herein as Does 1 through 10,
11 inclusive (together with Jeff & Tony's and Mr. Erdoglian as "Defendants"), are unknown to Plaintiff
12 at this time. Accordingly, Plaintiff brings this suit against them by fictitious names pursuant to
13 California Code of Civil Procedure section 474. Plaintiff believes that each of the Doe Defendants is a
14 California resident and/or does substantial business in the State of California. At all relevant times,
15 Does 1 through 10 were acting within the course and scope of their employment and agency with
16 Defendants. Plaintiff is informed and believes that each Doe Defendant is responsible for the injuries
17 and damages alleged herein. Plaintiff will amend this complaint to reflect Does 1 through 10's true
18 names and capacities when they have been determined.

19 10. Except as otherwise noted herein, Defendants participated in the acts alleged herein
20 and/or were the agents, servants, employees, or representatives of the other Defendants. At all times
21 relevant to this complaint, Defendants were acting within the course, scope, and authority of their
22 agency and employment such that the acts of one defendant are legally attributable to the other
23 Defendants. Defendants, in all respects, acted as employers and/or joint employers of Plaintiff and
24 Aggrieved Employees in that each of them exercised control over the wages, hours, and/or working
25 conditions of Defendants' hourly non-exempt employees.

26 **JURISDICTION AND VENUE**

27 11. The court has jurisdiction over all causes of action in this complaint pursuant to Article
28 VI, section 10 of the California Constitution. No federal question is at issue; Plaintiff relies solely on

1 California statutes and law, including the Labor Code, IWC Wage Orders, Code of Civil Procedure,
2 and the Business & Professions Code.

3 12. Venue as to Defendants is proper in this Superior Court pursuant to California Code
4 of Civil Procedure section 395. The unlawful acts alleged have directly affected Plaintiff and similarly
5 situated employees within and throughout Los Angeles County.

6 **GENERAL ALLEGATIONS**

7 13. As a matter of uniform and systemic policy, Defendants failed to authorize and/or
8 permit non-exempt employees to take bona fide meal and rest breaks pursuant to Labor Code § 226.7.
9 Upon information and belief, Aggrieved Employees, including Plaintiff, were required to skip or
10 interrupt their meal and/or rest periods to continue warehouse duties, otherwise interrupt or cut short
11 their meal and/or rest periods, or remain on duty and under Defendants' control during their meal
12 and/or rest periods to perform other tasks at Defendants' directions due to Defendants' policies and
13 practices, including their scheduling and staffing practices and policies.

14 14. Accordingly, Defendants failed to authorize and permit compliant meal periods as
15 required by law.

16 15. In the same manner, and as a matter of uniform and systemic policy, Defendant requires
17 non-exempt employees to continue working during their rest periods to continue warehouse duties,
18 answer phone calls, otherwise interrupting or cut short their rest periods, or remain on duty and under
19 Defendants' control during their rest periods to perform other tasks at Defendants' directions due to
20 Defendants' policies and practices, including their scheduling and staffing practices and policies.

21 16. Accordingly, Defendants failed to authorize and permit compliant rest periods as
22 required by law.

23 17. In failing to authorize and/or permit meal and rest periods, Defendants have also
24 implemented a uniform policy of denying all required compensation in lieu of meal and rest periods to
25 its non-exempt employees, notwithstanding its actual knowledge that such employees were uniformly
26 denied compliant meal and rest periods.

27 18. Defendants further failed to compensate employees for all time worked time when
28 employees were forced to interrupt and/or work through their meal periods but were clocked out

under Defendants' time-keeping system (and therefore treated as not working). This resulted in employees being denied both straight time and overtime pay, where applicable, for the time during which they were on call or under Defendants' control despite being off the clock for timekeeping purposes.

19. As a matter of uniform and systemic policy, Defendants required non-exempt employees to utilize their personal cell phones for work-related purposes, including making outbound calls, answering texts and calls from their supervisors while at work or on a break, being assigned tasks, clocking in and out using a cellphone application called iSolved, and general administrative matters. Defendants further failed to compensate their non-exempt employees for reasonable costs associated with utilizing their personal cell phones for work-related purposes.

20. As a matter of uniform and systemic policy, Defendants required non-exempt employees to purchase work-related equipment including boots, gloves, and beanies necessary for the performance of their work duties without reimbursing such expenses.

21. As a matter of uniform and systemic policy, Defendants failed to provide its non-exempt employees with accurate itemized wage statements in accordance with California's Labor Code. Upon information and believe, Defendants failed to furnish Plaintiff, or Aggrieved Employees, either semimonthly or at the time of each payment of wages, either as a detachable part of the check or separately, an accurate, itemized statement in writing showing pick pay, gross wages earned, all deductions, and the net wages earned by Plaintiff for the inclusive dates for which the Plaintiff worked, including the unpaid premium payments owed to Plaintiffs and the Aggrieved Employees for their missed meal and rest breaks.

FIRST CAUSE OF ACTION

California Labor Code §2699, et seq.

Private Attorneys General Act ("PAGA") Penalties

(Plaintiff and Aggrieved Employees Against Defendants)

22. Standing. Under the California Private Attorneys General Act ("PAGA"), Labor Code § 2698, *et seq.*, an aggrieved employee may bring a representative action as a private attorney general, on behalf of himself and other current or former employees to recover penalties for an employer's

violations of the Labor Code and IWC Wage Orders.

23. Plaintiff is an “aggrieved employee” with standing to bring an action under PAGA, as he was employed by Defendants during the applicable statutory period and suffered the Labor Code violations alleged herein.

24. Plaintiff, on behalf of himself, the State of California, and all other Aggrieved Employees, brings this representative action pursuant to Labor Code § 2699, *et seq.*, seeking civil penalties for Defendants’ violation of Labor Code §§ 201, 202, 203, 204, 206.5 226, 226.3, 226.7, 510, 512, 558, 1182.12, 1174, 1194, 1194.2, 1197, 1197.1, 1199, 1401, and 2802 as described herein, plus attorneys’ fees and costs.

25. Ms. Cardenas does not bring suit in his individual capacity and does not seek to recover anything through this suit other than civil penalties as permitted under PAGA—he brings this action solely in his representative capacity under the PAGA, on behalf of the State of California and all aggrieved employees of Jeff & Tony’s.

26. Entitlement to Penalties. Under the California Private Attorneys General Act (“PAGA”), Labor Code § 2698, *et seq.*, an aggrieved employee may bring a representative action as a private attorney general, on behalf of himself and other current or former employees, against whom a violation of the same provision(s) was committed, as well as the general public, to recover penalties for an employer’s violations of the Labor Code and IWC Wage Orders within one year of filing a notice to the Labor and Workforce Development Agency.

27. These penalties shall be allocated sixty-five percent to the Labor and Workforce Development Agency and thirty-five percent to the aggrieved employees.

28. These penalties may be “stacked” separately for each of Defendants’ violations of the Labor Code, subject to the exception enumerated in Labor Code section 2698(i). *See, e.g., Hernandez v. Tonne Park, Ltd.*, No. CV 12-02972, 2012 WL 2373372, at *17 n.77 (C.D. Cal. June 22, 2012); *see also O’Connor v. Uber Techs., Inc.*, No. 13-CV-03826-EMC, 2016 WL 3548370, at *7 (N.D. Cal. June 30, 2016); Labor Code § 2698(i).

29. *Failure to Pay Minimum Wage for All Hours Worked.* California law requires employers to compensate employees for all time that an employee is “suffered or permitted to work,” which includes

1 all time “when any employer ‘directs, commands or restrains’ an employee.” *See, e.g., Morillion v. Royal*
2 *Packing Co.*, 22 Cal. 4th 575, 583 (2000).

3 30. Defendants failed to compensate Plaintiff and the Aggrieved Employees for all hours
4 worked because Defendants required its non-exempt employees to work through their legally mandated
5 meal and/or rest period or remain on duty and under Defendants’ control during their meal and/or
6 rest periods to perform other tasks at Defendants’ directions due to Defendants’ policies and practices,
7 including their scheduling and staffing practices and policies. Accordingly, Defendants failed to pay
8 Plaintiff and Aggrieved Employees for all hours worked where they were under the control of
9 Defendants.

10 31. *Failure to Pay Required Overtime.* California Labor Code §§ 510 and 1198 provide that it is
11 unlawful to employ persons without compensating them at a rate of pay either time-and-one-half or
12 two-times that person’s regular rate of pay, depending on the number of hours worked by the person
13 on a daily or weekly basis.

14 32. Plaintiff and Aggrieved Employees who work more than eight hours in a day or more
15 than forty hours in a workweek are to be paid at the rate of time and one-half (1½) for all hours worked
16 in excess of eight hours in a day or more than forty hours in a workweek. An employee’s regular rate
17 of pay includes all remuneration for employment paid to, or on behalf of, the employee, including
18 commissions, non-discretionary bonuses and incentive pay. *Alvarado v. Dart Container Corp.*, 4 Cal. 5th
19 542, 573 (2018), as modified (Apr. 25, 2018).

20 33. Plaintiff and other Aggrieved Employees were not paid overtime premiums for all of
21 the hours they worked in excess of eight hours in a day, in excess of twelve hours in a day, in excess of
22 eight hours on the seventh consecutive day of work in a workweek, and in excess of forty hours in a
23 week.

24 34. *Failure to Provide Compliant Meal Periods.* Labor Code section 226.7, 512(a), and 1198
25 provide that no employer shall require an employee to work during any meal period mandated by an
26 applicable order of the IWC. “An off-duty meal period, therefore, is one in which the employee is
27 relieved of all duty during the 30-minute meal period . . . an employer’s obligation is to provide an off-
28 duty meal period: an uninterrupted 30–minute period during which the employee is relieved of all duty.”

1 *Brinker Rest. Corp. v. Superior Court*, 53 Cal. 4th 1004, 1035 (2012).

2 35. Defendants' policies and practices served to deprive the Aggrieved Employees of legally
3 compliant 30-minute breaks free of employer control and/or relieved of all duties.

4 36. Upon information and belief, employees were required to skip breaks, interrupt their
5 breaks, cut them short, take them after the fifth hour of work, work through them due to Defendants'
6 policies and practices.

7 37. *Failure to Provide Compliant Rest Periods*. Labor Code § 226.7, 512(a), and 1198 provide
8 that no employer shall require an employee to work during any rest or meal period mandated by an
9 applicable order of the IWC.

10 38. Employers must authorize and permit employees to be relieved of all duty during their
11 rest and meal periods: "A rest period, in short, must be a period of rest."¹ *Augustus v. ABM Sec. Servs.*,
12 Inc., 2 Cal.5th 257, 273 (2016).

13 39. On information and belief, Defendants failed to authorize or permit all required
14 compliant paid rest periods for shifts worked by Aggrieved Employees by requiring them to skip rest
15 periods, interrupt rest periods, work through rest periods, or remain under Defendant's control during
16 breaks due to Defendants' policies and practices.

17 40. *Failure to Reimburse Necessary Business Expenses*. Labor Code § 2802 provides that "[a]n
18 employer shall indemnify his or her employee for all necessary expenditures or losses incurred by the
19 employee in direct consequence of the discharge of his or her duties, or of his or her obedience to the
20 directions of the employer." Lab. Code § 2802.

21 41. Defendants required non-exempt employees to utilize their personal cell phones for
22 work-related purposes, making outbound calls, including answering texts and calls from their
23 supervisors while at work or on a break, being assigned tasks, clocking in and out using a cellphone
24 application called iSolved, and general administrative matters. Defendants further failed to compensate
25

26
27 ¹ Employees must also be free to leave the premises. *Augustus*, 2 Cal. 5th at 270; *see also* Department of
28 Industrial Relations, "Rest Periods/Lactation Accommodations," *available at*
https://www.dir.ca.gov/dlse/FAQ_RestPeriods.htm ("Q. Can my employer require that I stay on the work
premises during my rest period? A. No, your employer cannot impose any restraints not inherent in
the rest period requirement itself.")

their non-exempt employees for reasonable costs associated with utilizing their personal cell phones for work-related purposes. *See Cochran v. Schwan's Home Serv., Inc.*, 228 Cal. App. 4th 1137, 1144 (“We hold that when employees must use their personal cell phones for work related calls, Labor Code section 2802 requires the employer to reimburse them. Whether the employees have cell phone plans with unlimited minutes or limited minutes, the reimbursement owed is a reasonable percentage of their cell phone bills.”).

42. *Failure to Provide and Maintain Compliant Wage Statements.* Labor Code § 226 requires employers to furnish employees with an accurate, itemized statement in writing showing, among other things, (1) gross wages earned; (2) total hours worked by the employee (for hourly-paid, non-exempt employees); (3) all deductions; (4) net wages earned; (5) the inclusive dates of the period for which the employee is paid; (6) the name of the employee and the last four digits of his or her social security number; (7) the name and address of the legal entity that is the employer; and (8) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee.

43. At all times relevant to this complaint, Defendants’ failure to pay premium wages for missed meal and/or rest periods further ensured that Plaintiff and Aggrieved Employees’ wage statements inaccurately reflected gross and net wages earned. Defendants’ failure to compensate all hours worked, earned premium pay, and/or all required overtime hours and rates further left the wage statements they provided to employees to be inaccurate.

44. Defendants have also failed to keep accurate payroll records for Plaintiff and Aggrieved Employees in accordance with Labor Code § 1174. Defendants’ failure to keep and maintain accurate payroll records reflecting hours worked and wages earned has impeded Plaintiff and Aggrieved Employees’ ability to calculate unpaid wages earned.

45. Defendants knowingly and intentionally failed to comply with Labor Code § 226, causing injury and damages to Plaintiffs and Aggrieved Employees.

46. Procedural Requirements Met. On April 14, 2026, Plaintiff electronically filed a notice of claims with the LWDA and sent a copy to Defendants by certified mail. Plaintiff did not receive notice from the LWDA that it would be investigating the complaint nor did Plaintiff receive notice

1 from the LWDA that it was declining to investigate with the 65-day period under Labor Code § 2699.3.
2 On June 19, 2026, the sixty-five-day notice period expired as to all defendants. Since the LWDA took
3 no steps within the prescribed time to intervene, Plaintiff has exhausted all required administrative
4 remedies required to seek penalties under PAGA. *See* Lab. Code § 2699.3(a)(2). A true and correct copy
5 of Plaintiff's PAGA Notice is attached herein as **Exhibit A**.

6 47. Plaintiff—as a representative of the People of the State of California—is entitled to
7 seek any and all penalties otherwise capable of being collected by the Labor Commission or
8 Department of Labor Standards Enforcement (“DLSE”) on behalf of the State of California through
9 this Action.

10 **PRAYER FOR RELIEF**

11 WHEREFORE, Plaintiff respectfully prays for judgment as follows:

- 12 A. For civil penalties under PAGA to be determined by trial;
13 B. For pre- and post-judgment interest as allowed;
14 C. For preliminary and permanent injunctive relief;
15 D. For reasonable attorney’s fees and costs and expert fees and costs; and
16 E. For such other relief as this Court deems just and proper.

17
18
19 Dated: June 22, 2026

BARAHMAND LAW GROUP

20
21 By: /s/ Navid Barahmand
22 Navid Barahmand
23 Attorneys for Plaintiff
24
25
26
27
28

EXHIBIT A

BARAHMAND LAW GROUP

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April 14, 2026

Original filed online via the LWDA's PAGA Claim Notice Portal

LABOR & WORKFORCE DEVELOPMENT AGENCY

1515 Clay Street, Suite 801

Oakland, California 94612

Copy Sent Certified Mail to:

Grikor Erdoglian - Agent for Service of Process

JEFF & TONY'S DSD, LLC

211 West Orange Grove Avenue

Burbank, California 91502

Re: Private Attorneys General Act ("PAGA") Notice Letter of Rafael Cardenas on Behalf of Himself and Aggrieved Employees Under California Labor Code Section 2699.3

Dear Sir/Madam:

We represent Rafael Cardenas against Defendant Jeff & Tony's DSD, LLC, and Grikor Erdoglian (collectively, "Defendants") in a lawsuit soon to be filed against Defendant in Los Angeles County Superior Court (the "Action"). A copy of the proposed Complaint to be filed in the Action is enclosed as **Exhibit A**.

Together with this correspondence, the enclosed Complaint serves as notice pursuant to Labor Code § 2699.3, *et seq.* that we intend to prosecute representative claims for civil penalties under the Private Attorney's General Act ("PAGA") on behalf of those of Defendant's employees employed from one year prior to filing of this Notice through trial (the "Aggrieved Employees") for the Labor Code violations asserted in the Complaint. *See* Cal. Lab. Code §§ 2699, *et seq.*

As set forth in greater detail in the Complaint, Defendant violated their obligations under the California Labor Code by (1) failing to pay minimum wage for all hours worked; (2) failing to provide overtime hours; (3-4) failing to provide meal and rest breaks pursuant to Lab. Code § 226.7(b); (5) failing to provide and maintain records under Lab. Code §§ 226, 432, and 1198.5, and (6) failing to reimburse necessary business expenditures.

//

California Labor and Workforce Development Agency
April 14, 2026

Please feel free to contact us with any questions.

Very truly yours,

BARAHMAND LAW GROUP

A handwritten signature in black ink, appearing to read 'Navid Barahmand', written in a cursive style.

NAVID BARAHMAND, ESQ.
Navid@barahmandlaw.com

Enclosure: Exhibit A – Draft PAGA Complaint