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County of Alameda
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9 SUPERIOR COURT OF THE STATE OF CALIFORNIA
10 FOR THE COUNTY OF ALAMEDA
11 UNLIMITED JURISDICTION

12 TED WALLACE, on behalf of himself and all
13 other aggrieved employees, and the general
14 public,

14 *Plaintiff,*

15 v.

16 O.K. PROGRAM OF OAKLAND, a
17 California Nonprofit Corporation; and DOES
18 1 through 50, inclusive,

18 *Defendants.*

Case No. **26CV206989**

REPRESENTATIVE ACTION

COMPLAINT

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

1 Plaintiff TED WALLACE ("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 O.K. PROGRAM OF
5 OAKLAND, a California Nonprofit Corporation; and DOES 1 through 50, inclusive, (collectively
6 referred to as "Defendants") for alleged violations of the Labor Code. As set forth below, Plaintiff
7 alleges that Defendants have

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

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

20 **JURISDICTION AND VENUE**

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

24 3. Venue is proper in COUNTY OF ALAMEDA pursuant to Code of Civil Procedure
25 §§ 395(a) and 395.5 in that liability arose there, because at least some of the transactions that are the
26 subject matter of this Complaint occurred therein and/or each defendant is found, maintains offices,
27 transacts business, and/or has an agent therein.

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1 **PARTIES**

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

4 5. Plaintiff is informed and believes, and thereupon alleges, that Defendant O.K.
5 PROGRAM OF OAKLAND is, and at all relevant times mentioned herein, a California Nonprofit
6 Corporation doing business in the State of California.

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

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

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

22 8. Plaintiff worked for Defendants as an hourly, non-exempt employee from
23 approximately November, 2024 through April 4, 2026.

24 **Off-the-Clock Work**

25 9. Plaintiff and the aggrieved employees were not paid all wages earned as Defendants
26 directed, permitted, or otherwise encouraged Plaintiff and the aggrieved employees to perform off-
27 the-clock work.

10. Defendants required Plaintiff to keep track of his time using a physical timesheet which he would then submit to be manually inputted into Defendants timekeeping system. This resulted in discrepancies and inconsistencies between Plaintiff's actual time worked and the time that was paid by Defendants. Other employees were permitted to use an electronic timekeeping system which immediately recorded clock in and clock out times.

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

12. Defendants knew or should have known that Plaintiff and the aggrieved employees were performing work before and after their scheduled work shifts and failed to pay Plaintiff and the aggrieved employees for these hours. Defendants were aware of this practice and directed, permitted, or otherwise encouraged Plaintiff and the aggrieved employees to perform off-the-clock work.

13. As a result of Defendants' policies and practices, Plaintiff and the aggrieved employees were not paid for all hours worked.

Missed Meal Periods

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

15. As a result of Defendants' policy, Plaintiff and the aggrieved employees were regularly not provided with uninterrupted meal periods of at least thirty (30) minutes for each five (5) hours worked due to complying with Defendants' productivity requirements that required

1 Plaintiff and the aggrieved employees to work through their meal periods in order to complete their
2 assignments on time.

3 **Missed Rest Periods**

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

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

16 **Expense Reimbursement**

17 18. Plaintiff and the aggrieved employees were required to utilize their own personal cell
18 phones and vehicles to perform their job duties.

19 19. Plaintiff and the aggrieved employees were not reimbursed for business expenses
20 incurred in using their personal cell phones to communicate with management.

21 20. Moreover, Defendants required Plaintiff to drive his personal vehicle to pick up
22 supplies, such as paint, wood, and gas for Defendants' facilities, and was not reimbursed for gas and
23 mileage.

24 21. Plaintiff has also spent approximately \$800 out-of-pocket to cover fuel expenses
25 related to company vehicles.

26 22. As a result, Defendants failed to reimburse Plaintiff and the aggrieved employees for
27 such necessary business expenses incurred by them.

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1 **Wage Statements**

2 23. Plaintiff and the aggrieved employees were not provided with accurate wage
3 statements as mandated by law pursuant to Labor Code § 226.

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

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

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

13 27. Defendants failed to comply with Labor Code section 226(a)(9) as “all applicable
14 hourly rates in effect during the pay period and the corresponding number of hours worked at each
15 hourly rate by the employee” were not accurately reflected in that all hours worked, including
16 overtime and “off-the-clock” work were not included.

17 **FIRST CAUSE OF ACTION**

18 **CIVIL PENALTIES**

19 **(Lab. Code §§ 2698 *et seq.*)**

20 28. Plaintiff incorporates the preceding paragraphs as if fully alleged herein.

21 29. During the applicable limitations period, Defendants have violated Labor Code §§
22 201, 202, 203, 204, 223, 226(a), 226.7, 510, 512, 1194, 1197, 1198, and 2802.

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

27 31. Plaintiff, a former employee against whom Defendants committed one or more of the
28 alleged Labor Code violations during the applicable limitations period, is an aggrieved employee

1 within the meaning of Labor Code § 2699(c).

2 32. Plaintiff has complied with the procedures for bringing suit specified in Labor Code
3 § 2699.3. Notice was provided to the California Labor & Workforce Development Agency
4 (“LWDA”) and 65 days have elapsed without the LWDA providing Plaintiff with any notice of an
5 intent to investigate.

6 33. Pursuant to Labor Code sections 2699(a) and (f), Plaintiff seeks the following civil
7 penalties for Defendants’ violations of Labor Code §§ 201, 202, 203, 204, 223, 226(a), 226.7, 510,
8 512, 1194, 1197, 1198 and 2802:

- 9 i. For violations of Labor Code §§ 201, 202, 203, 212, 226.7, 1194, 1198 and
10 2802, one hundred dollars (\$100) for each employee per pay period for each
11 initial violation and two hundred dollars (\$200) for each employee per pay
12 period for each subsequent violation (penalties set by Labor Code §
13 2699(f)(2));
- 14 ii. For violations of Labor Code § 203, a penalty in an amount not exceeding
15 thirty (30) days’ pay as waiting time (penalties set by Labor Code § 256);
- 16 iii. For violations of Labor Code § 204, one hundred dollars (\$100) for each
17 employee for each initial violation that was neither willful nor intentional,
18 two hundred dollars (\$200) for each employee, plus 25% of the amount
19 unlawfully withheld from each employee, for each initial violation that was
20 either willful or intentional, and two hundred dollars (\$200) for each
21 employee, plus twenty-five percent (25%) of the amount unlawfully withheld
22 from each employee, for each subsequent violation, regardless of whether the
23 subsequent violation was either willful or intentional (penalties set by Labor
24 Code § 210);
- 25 iv. For violations of Labor Code § 223, one hundred dollars (\$100) for each
26 employee for each initial violation that was neither willful nor intentional,
27 two hundred dollars (\$200) for each employee, plus twenty-five percent
28 (25%) of the amount unlawfully withheld from each employee, for each

1 initial violation that was either willful or intentional, and two hundred dollars
2 (\$200) for each employee, plus twenty-five percent (25%) of the amount
3 unlawfully withheld from each employee, for each subsequent violation,
4 regardless of whether the subsequent violation was either willful or
5 intentional (penalties set by Labor Code § 225.5);

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

11 vi. For violation of Labor Code §§ 510 and 512, fifty dollars (\$50) for each
12 employee for each initial pay period for which the employee was underpaid,
13 and one hundred dollars (\$100) for each employee for each subsequent pay
14 period for which the employee was underpaid (penalties set by Labor Code §
15 558);

16 vii. For violations of Labor Code § 1197, one hundred dollars (\$100) for each
17 aggrieved employee for each initial violation of Labor Code § 1197 that was
18 intentional and two hundred and fifty dollars (\$250) for each aggrieved
19 employee per pay period for each subsequent violation of Labor Code §
20 1197, regardless of whether the initial violation was intentional (penalties set
21 by Labor Code § 1197.1);

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

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1 **PRAYER FOR RELIEF**

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

- 4 (1) Declaratory relief;
5 (2) Pre-judgment interest;
6 (3) Civil penalties;
7 (4) Costs of suit;
8 (5) Reasonable attorneys' fees; and
9 (6) Such other relief as the Court deems just and proper.

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11 Dated: August 26, 2026

SETAREH LAW GROUP

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13
14 /s/ Shaun Setareh
15 SHAUN SETAREH
16 Attorney for Plaintiff
17 TED WALLACE
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