

Tuvia Korobkin, Esq. # 268066  
tuvia@abramsonlabor.com  
Neil M. Larsen, Esq. # 276490  
neil@abramsonlabor.com  
Jennifer S. Rivera, Esq. # 353268  
jennifer.R@abramsonlabor.com  
**ABRAMSON LABOR GROUP**  
1700 W. Burbank Blvd.  
Burbank, California 91506  
Tel: (213) 493-6300  
Fax: (213) 723-2522

Attorneys for Plaintiffs

Electronically FILED by  
Superior Court of California,  
County of Los Angeles  
1/31/2024 4:10 PM  
David W. Slayton,  
Executive Officer/Clerk of Court,  
By J. Mercer, Deputy Clerk

**SUPERIOR COURT OF THE STATE OF CALIFORNIA**

**COUNTY OF LOS ANGELES**

ALULA NEGUS, on behalf of himself, the  
State of California, and all Aggrieved  
Employees,

Plaintiff,

vs.

KASHACO, INC., a corporation; K & R  
Corporation, a corporation; and DOES 1  
through 100, inclusive,

Defendants.

Case No.: 24LBCV00191

**REPRESENTATIVE ACTION  
COMPLAINT:**

**(1) CIVIL PENALTIES UNDER THE  
PRIVATE ATTORNEYS GENERAL  
ACT (LABOR CODE § 2698, *et seq.*)**

**UNLIMITED CIVIL CASE**

1 Plaintiff Alula Negus (hereinafter “Plaintiff”), on behalf of himself, the State of  
2 California, and other aggrieved employees, hereby brings this Representative Action Complaint  
3 (“Complaint”) against Kashaco, Inc.; K & R Corporation; and DOES 1 to 100, inclusive  
4 (collectively “Defendants”), and on information and belief allege as follows:

5 **JURISDICTION**

6 1. Plaintiff, on behalf of himself, all other aggrieved employees, and the State of  
7 California, hereby brings this Complaint for recovery of civil penalties under the Private  
8 Attorneys General Act, Labor Code § 2698, *et seq.* (“PAGA”), and Industrial Welfare  
9 Commission Wage Order 5 (“Wage Order 5”). The monetary damages that Plaintiff seeks exceed  
10 this Court’s jurisdictional minimum.

11 **VENUE**

12 2. Venue is proper in this judicial district pursuant to Cal. Code of Civ. Proc. §§  
13 395(a) and 395.5, as at least some of the acts and omissions complained of herein occurred in the  
14 County of Los Angeles. Defendants own, maintain offices, transact business, have agent(s) within  
15 the County of Los Angeles, and/or otherwise are found within the County of Los Angeles, and  
16 Defendants are within the jurisdiction of this Court for purposes of service of process.

17 **PARTIES**

18 3. Plaintiff is an individual over the age of eighteen (18). At all relevant times herein,  
19 Plaintiff was and currently is, a California resident. Plaintiff was employed by Defendants within  
20 the statute of limitations periods applicable to each cause of action pled herein.

21 4. Plaintiff is informed and believes, and based thereon alleges, that during the statute  
22 of limitations periods applicable to this action through the present, Defendants did (and continue  
23 to do) business and employed Plaintiff and other aggrieved employees within, among other  
24 counties, Los Angeles County and the state of California and, therefore, were (and are) doing  
25 business in Los Angeles County and the State of California.

26 5. Plaintiff does not know the true names or capacities, whether individual, partner,  
27 or corporate, of the defendants sued herein as DOES 1 to 100, inclusive, and for that reason, said  
28 defendants are sued under such fictitious names, and Plaintiff will seek leave from this Court to

1 amend this Complaint when such true names and capacities are discovered. Plaintiff is informed  
2 and believes, and based thereon alleges, that each of said fictitious defendants, whether individual,  
3 partners, or corporate, were responsible in some manner for the acts and omissions alleged herein,  
4 and proximately caused Plaintiff and the other aggrieved employees to be subject to the unlawful  
5 employment practices, wrongs, injuries and damages complained of herein.

6         6.       Plaintiff is informed and believes, and thereon alleges, that at all times mentioned  
7 herein, Defendants were and are the employers of Plaintiff and the other aggrieved employees.

8         7.       At all times herein mentioned, each of said Defendants participated in the doing  
9 of the acts hereinafter alleged to have been done by the named Defendants; and furthermore, the  
10 Defendants, and each of them, were the agents, servants, and employees of each and every one of  
11 the other Defendants, as well as the agents of all Defendants, and at all times herein mentioned  
12 were acting within the course and scope of said agency and employment. Defendants, and each  
13 of them, approved of, condoned, and/or otherwise ratified each and every one of the acts or  
14 omissions complained of herein.

15         8.       At all times mentioned herein, Defendants, and each of them, were members of  
16 and engaged in a joint venture, partnership, and common enterprise, and acting within the course  
17 and scope of and in pursuance of said joint venture, partnership, and common enterprise. Further,  
18 Plaintiff alleges that all Defendants were joint employers for all purposes of Plaintiff and the other  
19 aggrieved employees.

20                     **REPRESENTATIVE ACTION ALLEGATIONS**

21         9.       Plaintiff worked for Defendants as a non-exempt employee from approximately  
22 May 2022 to March 2023.

23         10.      During Plaintiff's employment with Defendants, Plaintiff and other non-exempt  
24 employees often worked over 8.0 hours in a workday and/or over 40.0 hours in a workweek, but  
25 Defendants failed to pay them overtime compensation at one and-one-half times (or two times in  
26 the case of double-time) their regular rate of pay as required under Labor Code § 510 and Wage  
27 Order 5. Specifically, Defendants paid Plaintiff's and other non-exempt employees' overtime at  
28 their *base* rates of pay, failing to pay the required overtime premium. For example, Plaintiff's

time records reflect that on December 1, 2022 he clocked in at 16:01, clocked out for lunch from 20:20 to 20:51, and clocked out for the day at 01:02, for a total of 8.50 hours. However, Plaintiff's corresponding pay statement reflects that Defendants paid Plaintiff at his *base* hourly rate of \$15.50 for all hours worked. As another example, Plaintiff's time record for December 11, 2022 reflects that Plaintiff clocked into work at 16:06, went to lunch from 20:27 to 21:04, and clocked out for the day at 01:08, for a total of 8.42 hours. Again, Plaintiff's corresponding pay statement reflects that Defendants paid Plaintiff at his *base* hourly rate of \$15.50 for all hours worked.

11. Defendants also failed to provide Plaintiff and other non-exempt employees with all statutorily mandated meal periods due to Defendants' meal period policies/practices. Specifically, the workload imposed by Defendants often made it impracticable for Plaintiff and other non-exempt employees to take a 30-minute off-duty meal period prior to the end of the fifth hour of work. Indeed, Plaintiff's time records reflect missed and late meal periods. By way of example, on October 29, 2022, Plaintiff's time record reflects that he clocked into work at 16:00 and clocked out for lunch at 21:31 (i.e., Plaintiff's meal period started approximately 5.5 hours into his shift). Similarly, on November 29, 2022, Mr. Negus' time records reflect that he clocked in at 15:06 and clocked out for a meal period at 20:40, i.e., 5 hours and 34 minutes into his shift. In those instances that Defendants failed to provide Plaintiff and other non-exempt employees with a legally compliant meal period, Defendants failed to pay the meal period premiums required by Labor Code § 226.7. Upon information and belief, during at least a portion of the putative class period, Defendants maintained no payroll code or other mechanism for paying meal period premiums when Defendants failed to provide a legally compliant meal period.

12. Defendants have also failed to authorize and permit compliant rest periods to Plaintiff and other non-exempt employees. Specifically, Defendants have failed to authorize and permit a 10-minute net rest period for every 4 hours worked or major fraction thereof, because, *inter alia*, the workload imposed on Plaintiff and other non-exempt employees often made it impracticable to take all rest periods to which they were entitled. By way of example, on November 10, 2022, Plaintiff's time record reflects that he worked a total of 7.50 hours and received only one rest period. As another example, on December 13, 2022, Mr. Negus' time

records reflect that he worked nearly 8 hours (7 hrs 56 mins), and only received one rest break. Mr. Negus' corresponding pay statement do not reflect rest period premiums. Despite failing to authorize and permit legally compliant rest periods to Plaintiff and other non-exempt employees, Defendants failed to pay the rest period premiums required by Labor Code § 226.7. Upon information and belief, during at least a portion of the relevant time period, Defendants maintained no payroll code or other mechanism for paying rest period premiums when Defendants failed to authorize and permit a legally compliant rest period.

13. As a result of Defendants' failure to pay all overtime wages, and meal and rest period premium wages, Defendants failed to pay all wages to Plaintiff and other formerly employed non-exempt employees at the separation of their employment.

14. As a further result of Defendants' failure to pay all overtime wages, and meal and rest period premium wages, Defendants maintained inaccurate payroll records, and issued inaccurate wage statements to Plaintiff and other non-exempt employees.

### **FIRST CAUSE OF ACTION**

#### **PRIVATE ATTORNEY GENERAL ACT**

#### **(AGAINST ALL DEFENDANTS)**

15. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

16. Defendants have committed several Labor Code violations against Plaintiff and other aggrieved employees. Plaintiff is an "aggrieved employee" within the meaning of Labor Code § 2698 *et seq.*, and, acting on behalf of himself and other aggrieved employees, brings this representative action against Defendants to recover the civil penalties due to Plaintiff, other aggrieved employees, and the State of California according to proof pursuant to Labor Code §§ 558 and 2699 (a) and (f) including, but not limited to: (1) \$100.00 for each initial violation for each failure to pay each employee and \$200.00 for each subsequent violation or willful or intentional violation pursuant to Labor Code § 210 for each failure to pay each employee, plus 25% of the amount unlawfully withheld; (2) \$50.00 for each initial violation and \$100.00 for each subsequent violation pursuant to Labor Code § 558 per employee per pay period; (3) \$100.00 for each initial violation and \$250.00 for each subsequent violation pursuant to Labor Code § 1197.1

per employee per pay period; (4) \$250.00 for each initial violation of Labor Code § 226 and \$1,000.00 for each subsequent violation, pursuant to Labor Code § 226.3, per employee per pay period; and/or (5) \$100.00 for each initial violation and \$200.00 for each subsequent violation per employee per pay period for those violations of the Labor Code for which no civil penalty is specifically provided, based on the following Labor Code violations:

- a. Failing to pay Plaintiff and other aggrieved employees all overtime compensation earned in violation of Labor Code §§ 204, 510, 511, 558, 1194, and 1198;
- b. Failing to provide all legally required meal periods and by failing to pay meal period premiums to Mr. Negus and other aggrieved employees at the employees' respective regular rates of compensation for meal period violations in violation of Labor Code §§ 226.7, 512, 516, 558, and 1198;
- c. Failing to authorize and permit all legally required rest periods and failing to pay rest period premiums to Plaintiff and other aggrieved employees at the employees' respective regular rates of compensation for rest period violations in violation of Labor Code §§ 226.7, 516, 558, and 1198;
- d. Failing to provide Plaintiff and other aggrieved employees with complete, accurate, itemized wage statements in violation of Labor Code § 226;
- e. Failing to pay all wages owed to Plaintiff and other aggrieved former employees at their separation of employment in violation of Labor Code § 201-203;
- f. Failing to maintain accurate records in violation of Labor Code §§ 558, 1174 and 1198; and
- g. Failing to timely pay all wages due to Plaintiff and other aggrieved employees during their employment in violation of Labor Code § 204.

17. On or about November 15, 2023, Plaintiff notified Defendants via certified mail and notified the California Labor and Workforce Development Agency ("LWDA") via its website, of Defendants' violations of the California Labor Code and Plaintiff's intent to bring a

claim for civil penalties under California Labor Code § 2698 *et seq.* with respect to the violations of the California Labor Code identified in Paragraph 16 above. Now that sixty-five days have passed from Plaintiff notifying Defendants and the LWDA of these violations, and the LWDA has not provided notice that it intends to investigate the violations, Plaintiff has exhausted his administrative requirements for bringing a claim under the PAGA with respect to these violations.

18. Based on the foregoing, Plaintiff seeks to represent himself, the State of California, and all aggrieved employees, as defined by Labor Code § 2699(c), which includes all current and former non-exempt employees who worked for Defendants in California at any time from one year prior to the submission of Plaintiff's PAGA notice to the present.

19. Plaintiff was compelled to retain the services of counsel to file this court action to protect his interest and the interests of other aggrieved employees, and to assess and collect the civil penalties owed by Defendants. Plaintiff has thereby incurred attorneys' fees and costs, which he is entitled to recover under California Labor Code § 2699(g).

### **PRAYER**

WHEREFORE, Plaintiff prays for judgment for himself and for all others on whose behalf this suit is brought against Defendants, jointly and severally, as follows:

20. Upon the First Cause of Action, for civil penalties due to Plaintiff, other aggrieved employees, and the State of California according to proof pursuant to Labor Code § 2699, including, but not limited to: (1) \$100.00 for each initial violation for each failure to pay each employee and \$200.00 for each subsequent violation or willful or intentional violation pursuant to Labor Code § 210 for each failure to pay each employee, plus 25% of the amount unlawfully withheld; (2) \$50.00 for each initial violation and \$100 for each subsequent violation pursuant to Labor Code § 558 per employee per pay period; (3) \$100.00 for each initial violation and \$250.00 for each subsequent violation pursuant to Labor Code § 1197.1 per employee per pay period; (4) \$250.00 for each initial violation of Labor Code § 226 and \$1,000.00 for each subsequent violation, pursuant to Labor Code § 226.3 per employee per pay period; and/or (5) \$100.00 for each initial violation and \$200.00 for each subsequent violation per employee per pay period for those violations of the Labor Code for which no civil penalty is specifically provided, pursuant to Labor Code § 2699(f);

1           21.     On all causes of action, for attorney's fees and costs as provided by Labor Code §  
2 2699(g) and Code of Civil Procedure § 1021.5; and

3           22.     For such other and further relief the Court may deem just and proper.

4  
5 Dated: January 31, 2024

Respectfully submitted,  
ABRAMSON LABOR GROUP

6 By: \_\_\_\_\_

7 Tuvia Korobkin  
8 Attorneys for Plaintiff  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28