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8
9 SUPERIOR COURT OF THE STATE OF CALIFORNIA

10 FOR THE COUNTY OF SANTA CLARA

11 UNLIMITED JURISDICTION

12 ZAIPAIE MAIMAITI, on behalf of himself
and all other current and former non-exempt
13 employees,

14 *Plaintiff,*

15 v.

16 ROTH STAFFING COMPANIES, L.P. d/b/a
ULTIMATE STAFFING, a California
17 Company; EXTRON LOGISTICS LLC, a
California Company; and DOES 1 through 50,
18 inclusive,

19 *Defendants.*

Case No. 26CV496751

CLASS ACTION

COMPLAINT

1. Failure to Provide Meal Periods (Lab. Code §§ 204, 223, 226.7, 512 and 1198);
2. Failure to Provide Rest Periods (Lab. Code §§ 204, 223, 226.7 and 1198);
3. Failure to Pay Hourly Wages (Lab. Code §§ 223, 510, 1194, 1194.2, 1197, 1997.1 and 1198);
4. Failure to Indemnify (Lab. Code § 2802);
5. Failure to Provide Accurate Written Wage Statements (Lab. Code §§ 226(a));
6. Failure to Timely Pay All Final Wages (Lab. Code §§ 201, 202 and 203);
7. Failure to Pay Wages Without Discount (Lab. Code § 212);
8. Unfair Competition (Bus. & Prof. Code §§ 17200 *et seq.*);
9. Civil Penalties (Lab. Code § 2698, *et seq.*)

JURY TRIAL DEMANDED

1 Plaintiff ZAIPAHER MAIMAITI ("Plaintiff"), on behalf of himself and all other current
2 and former non-exempt employees, complains and alleges as follows:

3 INTRODUCTION

4 1. Plaintiff brings this class action against defendants ROTH STAFFING
5 COMPANIES, L.P. d/b/a ULTIMATE STAFFING, a California Company; EXTRON
6 LOGISTICS LLC, a California Company; and DOES 1 through 50, inclusive, (collectively
7 referred to as "Defendants") for alleged violations of the Labor Code. As set forth below, Plaintiff
8 alleges that Defendants have

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

21 Based on these alleged violations, Plaintiff now brings this class action to recover unpaid wages,
22 restitution, statutory penalties, and related relief on behalf of himself and all others similarly
23 situated, and all other current and former non-exempt employees.

24 JURISDICTION AND VENUE

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

28 3. Venue is proper in COUNTY OF SANTA CLARA pursuant to Code of Civil

1 Procedure §§ 395(a) and 395.5 in that liability arose there, because at least some of the transactions
2 that are the subject matter of this Complaint occurred therein and/or each defendant is found,
3 maintains offices, transacts business, and/or has an agent therein.

4 **PARTIES**

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

7 5. Plaintiff is informed and believes, and thereupon alleges, that Defendant ROTH
8 STAFFING COMPANIES, L.P. d/b/a ULTIMATE STAFFING is, and at all relevant times
9 mentioned herein, a California Company doing business in the State of California.

10 6. Plaintiff is informed and believes, and thereupon alleges, that Defendant EXTRON
11 LOGISTICS LLC is, and at all relevant times mentioned herein, a California Company doing
12 business in the State of California.

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

21 8. Plaintiff is informed and believes, and thereupon alleges that, at all relevant times
22 mentioned herein, some or all of the defendants were the representatives, agents, employees,
23 partners, directors, associates, joint venturers, joint employers, principals, or co-participants of some
24 or all of the other defendants, and, in doing the things alleged herein, were acting within the course
25 and scope of such relationship and with the full knowledge, consent, and ratification by such other
26 defendants.

27 **CLASS ALLEGATIONS**

28 9. This action has been brought and may be maintained as a class action pursuant to

Code of Civil Procedure § 382 because there is a well-defined community of interest among the persons who comprise the readily ascertainable classes defined below and because Plaintiff is unaware of any difficulties likely to be encountered in managing this case as a class action.

10. **Relevant Time Period:** The relevant time period is defined as the time period beginning four years prior to the filing of this action until judgment is entered.

Hourly Employee Class: All persons employed by Defendants whether directly or indirectly through any staffing agencies and/or any other third parties in hourly or non-exempt positions in California during the **Relevant Time Period**.

Meal Period Sub-Class: All **Hourly Employee Class** members who worked in a shift in excess of five hours during the **Relevant Time Period**.

Rest Period Sub-Class: All **Hourly Employee Class** members who worked a shift of at least three and one-half (3.5) hours during the **Relevant Time Period**.

Wage Statement Penalties Sub-Class: All **Hourly Employee Class** members employed by Defendants in California during the period beginning one year before the filing of this action and ending when final judgment is entered.

Waiting Time Penalties Sub-Class: All **Hourly Employee Class** members who separated from their employment with Defendants during the period beginning three years before the filing of this action and ending when final judgment is entered.

UCL Class: All **Hourly Employee Class** members employed by Defendants in California during the **Relevant Time Period**.

Expense Reimbursement Class: All persons employed by Defendants in California who incurred business expenses during the **Relevant Time Period**.

11. **Reservation of Rights:** Pursuant to Rule of Court 3.765(b), Plaintiff reserves the right to amend or modify the class definitions with greater specificity by further division into sub-classes and/or by limitation to particular issues.

12. **Numerosity:** The class members are so numerous that the individual joinder of each individual class member is impractical. While Plaintiff does not currently know the exact number of class members, Plaintiff is informed and believes, and thereupon alleges, that the actual number exceeds the minimum required for numerosity under California law.

13. **Commonality and Predominance:** Common questions of law and fact exist as to all class members and predominate over any questions that affect only individual class members. These

common questions include, but are not limited to:

- i. Whether Defendants maintained a policy or practice of failing to provide employees with their meal periods;
- ii. Whether Defendants maintained a policy or practice of failing to provide employees with their rest periods;
- iii. Whether Defendants failed to pay premium wages to class members when they have not been provided with required meal and/or rest periods;
- iv. Whether Defendants failed to pay minimum and/or overtime wages to class members as a result of policies that fail to provide meal periods in accordance with California law;
- v. Whether Defendants failed to pay minimum and/or overtime wages to class members for all time worked;
- vi. Whether Defendants failed to reimburse class members for all necessary business expenses incurred during the discharge of their duties;
- vii. Whether Defendants failed to provide class members with accurate written wage statements as a result of providing them with written wage statements with inaccurate entries for, among other things, amounts of gross and net wages, and total hours worked;
- viii. Whether Defendants applied policies or practices that result in late and/or incomplete final wage payments;
- ix. Whether Defendants are liable to class members for waiting time penalties under Labor Code section 203;
- x. Whether class members are entitled to restitution of money or property that Defendants may have acquired from them through unfair competition;

14. **Typicality:** Plaintiff's claims are typical of the other class members' claims. Plaintiff is informed and believes, and thereupon alleges, that Defendants have a policy or practice of failing to comply with the Labor Code and Business and Professions Code as alleged in this Complaint.

15. **Adequacy of Class Representative:** Plaintiff is an adequate class representative in

1 that he has no interests that are adverse to or otherwise conflict with the interests of absent class
2 members and is dedicated to vigorously prosecuting this action on their behalf. Plaintiff will fairly
3 and adequately represent and protect the interests of the other class members.

4 16. **Adequacy of Class Counsel:** Plaintiff's counsel are adequate class counsel in that
5 they have no known conflicts of interest with Plaintiff or absent class members, are experienced in
6 wage and hour class action litigation, and are dedicated to vigorously prosecuting this action on
7 behalf of Plaintiff and absent class members.

8 17. **Superiority:** A class action is vastly superior to other available means for fair and
9 efficient adjudication of the class members' claims and would be beneficial to the parties and the
10 Court. Class action treatment will allow a number of similarly situated persons to prosecute their
11 common claims simultaneously and efficiently in a single forum without the unnecessary
12 duplication of effort and expense that numerous individual actions would entail. In addition, the
13 monetary amounts due to many individual class members are likely to be relatively small and would
14 thus make it difficult, if not impossible, for individual class members to both seek and obtain relief.
15 Moreover, a class action will serve an important public interest by permitting class members to
16 effectively pursue the recovery of monies owed to them. Further, a class action will prevent the
17 potential for inconsistent or contradictory judgments inherent in individual litigation.

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

19 18. Plaintiff worked for Defendants as an hourly, non-exempt employee from
20 approximately February 2, 2026, through April 17, 2026.

21 **Missed Meal Periods**

22 19. Plaintiff and the putative class were not provided with meal periods of at least thirty
23 (30) minutes for each five (5) hour work period due to (1) chronically understaffing each work
24 shift with not enough workers; and (2) imposing so much work on each employee such that it made
25 it unlikely that an employee would be able to take their breaks if they wanted to finish their work
26 on time.

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

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

4 **Missed Meal Periods and Auto-Deduct**

5 21. During their employment with Defendants, Plaintiff and the putative class regularly
6 worked shifts of eight to twelve hours per day, without being afforded a meal break during the first
7 five hours, and/or a second meal break after ten hours, as required by California law. Defendants
8 had a policy of automatically deducting thirty minutes from Plaintiff's and the putative class'
9 paychecks, regardless of whether Plaintiff and the putative class received a meal period or not.

10 22. Plaintiffs and the putative class members were not provided with meal periods of at
11 least thirty (30) minutes for each five (5) hour work period due to (1) chronically understaffing
12 each work shift with not enough workers; and (2) imposing so much work on each employee such
13 that it made it unlikely that an employee would be able to take their breaks if they wanted to finish
14 their work on time.

15 23. As a result of Defendants' policy, Plaintiffs and the putative class were regularly not
16 provided with uninterrupted meal periods of at least thirty (30) minutes for each five (5) hours
17 worked due to complying with Defendants' productivity requirements that required Plaintiff and
18 the putative class to work through their meal periods in order to complete their assignments on
19 time.

20 **Missed Rest Periods**

21 24. Plaintiff and the putative class were not provided with rest periods of at least ten
22 (10) minutes for each four (4) hour work period, or major fraction thereof, due to (1) chronically
23 understaffing each work shift with not enough workers; and (2) imposing so much work on each
24 employee such that it made it unlikely that an employee would be able to take their breaks if they
25 wanted to finish their work on time.

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

1 **Expense Reimbursement**

2 26. Plaintiff and the putative class members were required to utilize their own personal
3 cellphone to perform their job duties.

4 27. Plaintiff and the putative class members were not reimbursed for business expenses
5 incurred in utilizing their personal cellphone.

6 28. Defendants failed to reimburse Plaintiff and the putative class for such necessary
7 business expenses incurred by them.

8 **Wage Statements**

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

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

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

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

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

24 **FIRST CAUSE OF ACTION**

25 **FAILURE TO PROVIDE MEAL PERIODS**

26 **(Lab. Code §§ 204, 223, 226.7, 512 and 1198)**

27 **(Plaintiff and Meal Period Sub-Class)**

28 34. Plaintiff incorporates by reference the preceding paragraphs as if fully alleged

1 herein.

2 35. At all relevant times, Plaintiff and the **Meal Period Sub-Class** members have been
3 non-exempt employees of Defendants entitled to the full meal period protections of both the Labor
4 Code and the applicable Industrial Welfare Commission Wage Order (“Wage Order”).

5 36. Labor Code § 512 and § 11 of the applicable Wage Order impose an affirmative
6 obligation on employers to provide non-exempt employees with uninterrupted, duty-free meal
7 periods of at least thirty minutes for each work period of five hours, and to provide them with two
8 uninterrupted, duty-free meal periods of at least thirty minutes for each work period of ten hours.

9 37. Labor Code § 226.7 and § 11 of the applicable Wage Order both prohibit employers
10 from requiring employees to work during required meal periods and require employers to pay non-
11 exempt employees an hour of premium wages on each workday that the employee is not provided
12 with the required meal period.

13 38. Compensation for missed meal periods constitutes wages within the meaning of
14 Labor Code § 200.

15 39. Labor Code § 1198 makes it unlawful to employ a person under conditions that
16 violate the applicable Wage Order.

17 40. Section 11 of the applicable Wage Order states:

18 “No employer shall employ any person for a work period of more than five (5)
19 hours without a meal period of not less than 30 minutes, except that when a
20 work period of not more than six (6) hours will complete the day’s work the
21 meal period may be waived by mutual consent of the employer and employee.
22 Unless the employee is relieved of all duty during a 30 minute meal period, the
23 meal period shall be considered an ‘on duty’ meal period and counted as time
24 worked. An ‘on duty’ meal period shall be permitted only when the nature of
25 the work prevents an employee from being relieved of all duty and when by
26 written agreement between the parties an on-the-job paid meal period is agreed
27 to. The written agreement shall state that the employee may, in writing, revoke
28 the agreement at any time.”

24 41. At all relevant times, Plaintiff was not subject to a valid on-duty meal period
25 agreement. Plaintiff is informed and believes that, at all relevant times, **Meal Period Sub-Class**
26 members were not subject to valid on-duty meal period agreements with Defendants.

27 42. Plaintiff alleges that, at all relevant times during the applicable limitations period,
28 Defendants maintained a policy or practice of failing to pay premium wages to **Meal Period Sub-**

1 **Class** members when they worked five (5) hours without clocking out for any meal period.

2 43. Plaintiff alleges that, at all relevant times during the applicable limitations period,
3 Defendants maintained a policy or practice of automatically deducting one-half hour for a meal
4 period from the paychecks of **Meal Period Sub-Class** members on each day they worked,
5 regardless of whether or not they were able to take an uninterrupted, duty-free meal period.

6 44. At all relevant times, Defendants failed to pay Plaintiff and the **Meal Period Sub-**
7 **Class** members additional premium wages, and/or were not paid premium wages at the employees'
8 regular rates of pay when required meal periods were not provided.

9 45. Pursuant to Labor Code §§ 204, 218.6 and 226.7, Plaintiff, on behalf of himself and
10 the **Meal Period Sub-Class** members, seek to recover unpaid premium wages, interest thereon, and
11 costs of suit.

12 46. Pursuant to Labor Code § 1194, Code of Civil Procedure § 1021.5, the substantial
13 benefit doctrine, and/or the common fund doctrine, Plaintiff, on behalf of himself and the **Meal**
14 **Period Sub-Class** members, seeks to recover reasonable attorneys' fees.

15 **SECOND CAUSE OF ACTION**

16 **FAILURE TO PROVIDE REST PERIODS**

17 **(Lab. Code §§ 204, 223, 226.7 and 1198)**

18 **(Plaintiff and Rest Period Sub-Class)**

19 47. Plaintiff incorporates the preceding paragraphs as if fully alleged herein.

20 48. At all relevant times, Plaintiff and the **Rest Period Sub-Class** members have been
21 non-exempt employees of Defendants entitled to the full rest period protections of both the Labor
22 Code and the applicable Wage Order.

23 49. Section 12 of the applicable Wage Order imposes an affirmative obligation on
24 employers to permit and authorize employees to take required rest periods at a rate of no less than
25 ten minutes of net rest time for each four-hour work period, or major fraction thereof, that must be
26 in the middle of each work period insofar as practicable.

27 50. Labor Code § 226.7 and § 12 of the applicable Wage Order both prohibit employers
28 from requiring employees to work during required rest periods and require employers to pay non-

1 exempt employees an hour of premium wages at the employees' regular rates of pay, on each
2 workday that the employee is not provided with the required rest period(s).

3 51. Compensation for missed rest periods constitutes wages within the meaning of Labor
4 Code § 200.

5 52. Labor Code § 1198 makes it unlawful to employ a person under conditions that
6 violate the Wage Order.

7 53. Plaintiff alleges that, at all relevant times during the applicable limitations period,
8 Defendants maintained a policy or practice of not providing members of the **Rest Period Sub-Class**
9 with net rest period of at least ten minutes for each four-hour work period, or major fraction thereof,
10 as required by the applicable Wage Order.

11 54. At all relevant times, Defendants failed to pay Plaintiff and the **Rest Period Sub-**
12 **Class** members additional premium wages when required rest periods were not provided.

13 55. Pursuant to Labor Code §§ 204, 218.6 and 226.7, Plaintiff, on behalf of himself and
14 **Rest Period Sub-Class** members, seeks to recover unpaid premium wages, interest thereon, and
15 costs of suit.

16 56. Pursuant to Labor Code § 1194, Code of Civil Procedure § 1021.5, the substantial
17 benefit doctrine, and/or the common fund doctrine, Plaintiff, on behalf of himself and **Rest Period**
18 **Sub-Class** members, seeks to recover reasonable attorneys' fees.

19 **THIRD CAUSE OF ACTION**

20 **FAILURE TO PAY HOURLY AND OVERTIME WAGES**

21 **(Lab. Code §§ 223, 510, 1194, 1197 and 1198)**

22 **(Plaintiff and Hourly Employee Class)**

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

24 58. At all relevant times, Plaintiff and **Hourly Employee Class** members are or have
25 been non-exempt employees of Defendants entitled to the full protections of the Labor Code and the
26 applicable Wage Order.

27 59. Section 2 of the applicable Wage Order defines "hours worked" as "the time during
28 which an employee is subject to the control of the employer, and includes all the time the employee

1 is suffered or permitted to work, whether or not required to do so.”

2 60. Section 4 of the applicable Wage Order requires an employer to pay non-exempt
3 employees at least the minimum wage set forth therein for all hours worked, which consists of all
4 hours that an employer has actual or constructive knowledge that employees are working.

5 61. Labor Code § 1194 invalidates any agreement between an employer and an
6 employee to work for less than the minimum or overtime wage required under the applicable Wage
7 Order.

8 62. Labor Code § 1194.2 entitles non-exempt employees to recover liquidated damages
9 in amounts equal to the amounts of unpaid minimum wages and interest thereon in addition to the
10 underlying unpaid minimum wages and interest thereon.

11 63. Labor Code § 1197 makes it unlawful for an employer to pay an employee less than
12 the minimum wage required under the applicable Wage Order for all hours worked during a payroll
13 period.

14 64. Labor Code § 1197.1 provides that it is unlawful for any employer or any other
15 person acting either individually or as an officer, agent, or employee of another person to pay an
16 employee, or cause an employee to be paid, less than the applicable minimum wage.

17 65. Labor Code § 1198 makes it unlawful for employers to employ employees under
18 conditions that violate the applicable Wage Order.

19 66. Labor Code § 204 requires employers to pay non-exempt employees their earned
20 wages for the normal work period at least twice during each calendar month on days the employer
21 designates in advance and to pay non-exempt employees their earned wages for labor performed in
22 excess of the normal work period by no later than the next regular payday.

23 67. Labor Code § 223 makes it unlawful for employers to pay their employees lower
24 wages than required by contract or statute while purporting to pay them legal wages.

25 68. Labor Code § 510 and § 3 of the applicable Wage Order require employers to pay
26 non-exempt employees overtime wages of no less than one and one-half times the employees’
27 respective regular rates of pay for all hours worked in excess of eight hours in one workday, all
28 hours worked in excess of forty hours in one workweek, and for the first eight hours worked on the

1 seventh consecutive day of one workweek.

2 69. Labor Code § 510 and § 3 of the applicable Wage Order also require employers to
3 pay non-exempt employees overtime wages of no less than two times the employees' respective
4 regular rates of pay for all hours worked in excess of twelve hours in one workday and for all hours
5 worked in excess of eight hours on a seventh consecutive workday during the workweek.

6 70. Plaintiff is informed and believes that, at all relevant times, Defendants have applied
7 centrally devised policies and practices to him and **Hourly Employee Class** members with respect
8 to working conditions and compensation arrangements.

9 71. At all relevant times, Defendants failed to pay hourly wages to Plaintiff and **Hourly**
10 **Employee Class** members for all time worked, including but not limited to, overtime hours at
11 statutory and/or agreed rates.

12 72. At all relevant times during the applicable limitations period, Defendants maintained
13 a policy or practice of automatically deducting one-half hour from Plaintiff's timecard on every
14 workday for a meal period, regardless of whether or not Plaintiff was provided with a meal period.

15 73. Plaintiff is informed and believes that, at all relevant times during the applicable
16 limitations period, Defendants maintained a policy or practice of automatically deducting one-half
17 hour from **Hourly Employee Class** members' timecard on every workday for a meal period,
18 regardless of whether or not **Hourly Employee Class** members were provided with a meal period.

19 74. As a result of Defendants' policy or practice of automatically deducting one-half
20 hour from employees' timecards for every workday for a meal period, Plaintiff and **Hourly**
21 **Employee Class** members were required to perform off-the-clock work that Defendants either
22 knew or should have known they were working.

23 75. At all relevant times, Defendants failed to pay hourly wages to Plaintiff for all time
24 worked, including but not limited to, overtime wages at statutory and/or agreed rates by suffering or
25 permitting her to work during unpaid meal periods and/or failing to properly pay Plaintiff for all
26 overtime hours worked.

27 76. Plaintiff is informed and believes that, at all relevant times during the applicable
28 limitations period, Defendants maintained a policy or practice of not paying hourly wages to

1 **Hourly Employee Class** members for all time worked, including but not limited to, overtime hours
2 at statutory and/or agreed rates by suffering or permitting them to work during unpaid meal periods.

3 77. Pursuant to Labor Code § 1194, Code of Civil Procedure § 1021.5, the substantial
4 benefit doctrine, and/or the common fund doctrine, Plaintiff, on behalf of himself and **Hourly**
5 **Employee Class** members, seeks to recover reasonable attorneys' fees.

6 **FOURTH CAUSE OF ACTION**

7 **FAILURE TO INDEMNIFY**

8 **(Lab. Code § 2802)**

9 **(Plaintiff and Expense Reimbursement Class)**

10 78. Plaintiff incorporates the preceding paragraphs as if fully alleged herein.

11 79. Labor Code section 2802(a) states:

12 An employer shall indemnify his or her employee for all necessary expenditures or
13 losses incurred by the employee in direct consequence of the discharge of his or her
14 duties, or of his or her obedience to the directions of the employer, even though
unlawful, unless the employee, at the time of obeying the directions, believed them to
be unlawful.

15 80. At all relevant times during the applicable limitations period, Plaintiff and the
16 **Expense Reimbursement Class** members incurred necessary business-related expenses and costs,
17 including but not limited to, personal cellphone usage.

18 81. Plaintiff is informed and believes and thereupon alleges that the reimbursement paid
19 by Defendants was insufficient to indemnify Plaintiff for all necessary expenses incurred in the
20 discharge of their duties.

21 82. Plaintiff is informed and believes and thereupon alleges that the reimbursement paid
22 by Defendants was insufficient to indemnify **Expense Reimbursement Class** members for all
23 necessary business expenses incurred in the discharge of their duties.

24 83. At all relevant times during the applicable limitations period, Defendants required
25 Plaintiff and the **Expense Reimbursement Class** members to pay for expenses and/or losses caused
26 by Defendants' want of ordinary care. Defendants failed to indemnify Plaintiff and **Expense**
27 **Reimbursement Class** members for all such expenditures.

28 84. At all relevant times during the applicable limitations period, Defendants required

1 Plaintiff and **Expense Reimbursement Class** members to purchase and maintain uniforms and
2 apparel unique to Defendants at Plaintiff's and **Expense Reimbursement Class** members' expense.
3 Defendants failed to indemnify Plaintiff and **Expense Reimbursement Class** members for all such
4 expenditures.

5 85. Plaintiff is informed and believes that, during the applicable limitations period,
6 Defendants maintained a policy or practice of not reimbursing Plaintiff and **Expense**
7 **Reimbursement Class** members for all necessary business expenses.

8 86. Accordingly, Plaintiff and **Expense Reimbursement Class** members are entitled to
9 restitution for all unpaid amounts due and owing within four years of the date of the filing of the
10 original Complaint and until the date of entry of judgment.

11 87. Plaintiff, on behalf of himself, and **Expense Reimbursement Class** members, seeks
12 interest thereon and costs pursuant to Labor Code § 218.6 and reasonable attorneys' fees pursuant to
13 Code of Civil Procedure § 1021.5.

14 **FIFTH CAUSE OF ACTION**

15 **FAILURE TO PROVIDE ACCURATE WRITTEN WAGE STATEMENTS**

16 **(Lab. Code § 226)**

17 **(Plaintiff and Wage Statement Penalties Sub-Class)**

18 88. Plaintiff incorporates the preceding paragraphs as if fully alleged herein.

19 89. Labor Code § 226(a) states:

20 An employer, semimonthly or at the time of each payment of wages, shall furnish to
21 his or her employee, either as a detachable part of the check, draft, or voucher paying
22 the employee's wages, or separately if wages are paid by personal check or cash, an
23 accurate itemized statement in writing showing (1) gross wages earned, (2) total hours
24 worked by the employee, except as provided in subdivision (j), (3) the number of
25 piece-rate units earned and any applicable piece rate if the employee is paid on a piece-
26 rate basis, (4) all deductions, provided that all deductions made on written orders of
27 the employee may be aggregated and shown as one item, (5) net wages earned, (6) the
28 inclusive dates of the period for which the employee is paid, (7) the name of the
employee and only the last four digits of his or her social security number or an
employee identification number other than a social security number, (8) the name and
address of the legal entity that is the employer and, if the employer is a farm labor
contractor, as defined in subdivision (b) of Section 1682, the name and address of the
legal entity that secured the services of the employer, and (9) all applicable hourly
rates in effect during the pay period and the corresponding number of hours worked
at each hourly rate by the employee and, beginning July 1, 2013, if the employer is a
temporary services employer as defined in Section 201.3, the rate of pay and the total

1 hours worked for each temporary services assignment. The deductions made from
2 payment of wages shall be recorded in ink or other indelible form, properly dated,
3 showing the month, day, and year, and a copy of the statement and the record of the
4 deductions shall be kept on file by the employer for at least three years at the place of
5 employment or at a central location within the State of California. For purposes of
6 this subdivision, 'copy' includes a duplicate of the itemized statement provided to an
7 employee or a computer-generated record that accurately shows all of the information
8 required by this subdivision.

9 90. The Division of Labor Standards Enforcement ("DLSE") has sought to harmonize
10 the "detachable part of the check" provision and the "accurate itemized statement in writing"
11 provision of Labor Code section 226(a) by allowing for electronic wage statements so long as each
12 employee retains the right to elect to receive a written paper stub or record and that those who are
13 provided with electronic wage statements retain the ability to easily access the information and
14 convert the electronic statements into hard copies at no expense to the employee. (DLSE Opinion
15 Letter July 6, 2006.)

16 91. Plaintiff is informed and believes that, at all relevant times during the applicable
17 limitations period, Defendants have failed to provide **Wage Statement Penalties Sub-Class**
18 members with written wage statements as described above.

19 92. Plaintiff is informed and believes that Defendants' failure to provide him and **Wage**
20 **Statement Penalties Sub-Class** members with accurate written wage statements were intentional in
21 that Defendants had the ability to provide them with accurate wage statements but had intentionally
22 provided them with written wage statements that Defendants knew do not comply with Labor Code
23 § 226(a).

24 93. Plaintiff and **Wage Statement Penalties Sub-Class** members have suffered injuries,
25 in that Defendants have violated Plaintiff's and **Wage Statement Penalties Sub-Class** members'
26 legal rights to receive accurate wage statements and have misled them about their actual rates of pay
27 and wages earned. In addition, inaccurate information on their wage statements have prevented
28 immediate challenges to Defendants' unlawful pay practices, has required discovery and
mathematical computations to determine the amount of wages owed, has caused difficulty and
expense in attempting to reconstruct time and pay records, and/or has led to the submission of
inaccurate information about wages and deductions to federal and state government agencies.

94. Pursuant to Labor Code § 226(e), Plaintiff, on behalf of himself and **Wage Statement Penalties Sub-Class** members, seeks the greater of actual damages or fifty dollars (\$50.00) for the initial pay period in which a violation of Labor Code section 226(a) occurred and one hundred dollars (\$100.00) for each subsequent pay period in which a violation of Labor Code § 226(a) occurred, not to exceed an aggregate penalty of four thousand dollars (\$4,000.00) per class member.

95. Pursuant to Code of Civil Procedure § 1021.5, the substantial benefit doctrine and/or the common fund doctrine, Plaintiff, on behalf of himself and **Wage Statement Penalties Sub-Class** members, seek awards of reasonable attorneys' fees and costs.

SIXTH CAUSE OF ACTION

FAILURE TO TIMELY PAY ALL FINAL WAGES

(Lab. Code §§ 201–203)

(Plaintiff and Waiting Time Penalties Sub-Class)

96. Plaintiff incorporates the preceding paragraphs as if fully alleged herein.

97. At all relevant times, Plaintiff and **Waiting Time Penalties Sub-Class** members have been entitled, upon the end of their employment with Defendants, to timely payment of all wages earned and unpaid before termination or resignation.

98. At all relevant times, pursuant to Labor Code § 201, employees who have been discharged have been entitled to payment of all final wages immediately upon termination.

99. At all relevant times, pursuant to Labor Code § 202, employees who have resigned after giving at least seventy-two (72) hours' notice of resignation have been entitled to payment of all final wages at the time of resignation.

100. At all relevant times, pursuant to Labor Code § 202, employees who have resigned after giving less than seventy-two (72) hours' notice of resignation have been entitled to payment of all final wages within seventy-two (72) hours' of giving notice of resignation.

101. During the applicable limitations period, Defendants failed to pay Plaintiff all of his final wages in accordance with the Labor Code by failing to timely pay him all of his final wages.

102. Plaintiff is informed and believes that, at all relevant times during the applicable

1 limitations period, Defendants have failed to timely pay **Waiting Time Penalties Sub-Class**
2 members all of their final wages in accordance with the Labor Code.

3 103. Plaintiff is informed and believes that, at all relevant times during the applicable
4 limitations period, Defendants have maintained a policy or practice of paying **Waiting Time**
5 **Penalties Sub-Class** members their final wages without regard to the requirements of Labor Code
6 §§ 201 or 202 by failing to timely pay them all final wages.

7 104. Plaintiff is informed and believes and thereupon alleges that Defendants' failure to
8 timely pay all final wages to him and **Waiting Time Penalties Sub-Class** members have been
9 willful in that Defendants have the ability to pay final wages in accordance with Labor Code §§ 201
10 and/or 202 but have intentionally adopted policies or practices that are incompatible with those
11 requirements.

12 105. Pursuant to Labor Code §§ 203 and 218.6, Plaintiff, on behalf of himself and
13 **Waiting Time Penalties Sub-Class** members, seeks waiting time penalties from the respective
14 dates that their final wages had first become due until paid, up to a maximum of thirty days, and
15 interest thereon.

16 106. Pursuant to Labor Code § 226, Code of Civil Procedure § 1021.5, the substantial
17 benefit doctrine and/or the common fund doctrine, Plaintiff, on behalf of himself and **Waiting Time**
18 **Penalties Sub-Class** members, seek awards of reasonable attorneys' fees and costs.

19 **SEVENTH CAUSE OF ACTION**

20 **UNFAIR COMPETITION**

21 **(Bus. & Prof. Code §§ 17200 *et seq.*)**

22 **(Plaintiff and UCL Class)**

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

24 108. Business and Professions Code § 17200 defines "unfair competition" to include any
25 unlawful business practice.

26 109. Business and Professions Code §§ 17203–17204 allow a person who has lost money
27 or property as a result of unfair competition to bring a class action in accordance with Code of Civil
28 Procedure § 382 to recover money or property that may have been acquired from similarly situated

1 persons by means of unfair competition.

2 110. California law requires employers to pay hourly, non-exempt employees for all hours
3 they are permitted or suffered to work, including hours that the employer knows or reasonably
4 should know that employees have worked.

5 111. Plaintiff, on behalf of himself and the **UCL Class** members, re-alleges and
6 incorporates the FIRST, SECOND, THIRD, FOURTH, FIFTH, and SIXTH causes of action herein.

7 112. Plaintiff lost money and/or property as a result of the aforementioned unfair
8 competition.

9 113. Defendants have or may have acquired money by means of unfair competition.

10 114. Plaintiff is informed and believes and thereupon alleges that, by committing the
11 Labor Code violations described in this Complaint, Defendants violated Labor Code §§ 215, 216,
12 225, 226.6, 553, 1175, 1199 and 2802. Defendants thus committed misdemeanors by violating the
13 Labor Code as alleged herein.

14 115. Defendants have committed criminal conduct through their policies and practices of,
15 *inter alia*, failing to comport with their affirmative obligations as an employer to provide non-
16 exempt employees with uninterrupted, duty-free meal periods of at least thirty minutes for each
17 work period of five or more hours, by failing to pay non-exempt employees for all hours worked,
18 and by failing to reimburse them for all expenses.

19 116. At all relevant times, Plaintiff and **UCL Class** members have been non-exempt
20 employees and entitled to the full protections of both the Labor Code and the applicable Wage
21 Order.

22 117. Defendants' unlawful conduct as alleged in this Complaint amounts to and
23 constitutes unfair competition within the meaning of Business and Professions Code section 17200
24 *et sequitur*. Business and Professions Code §§ 17200 *et sequitur* protect against unfair competition
25 and allow a person who has suffered an injury-in-fact and has lost money or property as a result of
26 an unfair, unlawful, or fraudulent business practice to seek restitution on behalf of himself and on
27 behalf of similarly situated persons in a class-action proceeding.

28 118. As a result of Defendants' violations of the Labor Code during the applicable

1 limitations period, Plaintiff has suffered an injury-in-fact and has lost money or property in the form
2 of earned wages. Specifically, Plaintiff has lost money or property as a result of Defendants'
3 conduct.

4 119. Plaintiff is informed and believes that other similarly situated persons have been
5 subject to the same unlawful policies or practices of Defendants.

6 120. Due to the unfair and unlawful business practices in violation of the Labor Code,
7 Defendants have gained a competitive advantage over other comparable companies doing business
8 in the State of California that comply with their legal obligations.

9 121. California's Unfair Competition Law ("UCL") permits civil recovery and injunctive
10 relief for "any unlawful, unfair or fraudulent business act or practice," including a practice or act
11 that violates, or is considered unlawful under, any other state or federal law.

12 122. Accordingly, pursuant to Business & Professions Code §§ 17200 and 17203,
13 Plaintiff requests the issuance of temporary, preliminary, and permanent injunctive relief enjoining
14 Defendants, and each of them, and their agents and employees, from further violations of the Labor
15 Code and applicable Industrial Welfare Commission Wage Orders, and upon a final hearing, an
16 order permanently enjoining Defendants, and each of them, and their respective agents and
17 employees, from further violations of the Labor Code and applicable Industrial Welfare
18 Commission Wage Orders.

19 123. Pursuant to Business and Professions Code § 17203, Plaintiff, on behalf of himself
20 and **UCL Class** members, seeks declaratory relief and restitution of all monies rightfully belonging
21 to them that Defendants did not pay them or otherwise retained by means of its unlawful and unfair
22 business practices.

23 124. Pursuant to Code of Civil Procedure § 1021.5, the substantial benefit doctrine and/or
24 the common fund doctrine, Plaintiff and **UCL Class** members are entitled to recover reasonable
25 attorneys' fees in connection with their unfair competition claims.

26 **PRAYER FOR RELIEF**

27 WHEREFORE, Plaintiff, on behalf of himself, and all other current and former non-exempt
28 employees, prays for relief and judgment against Defendants as follows:

- (1) An order that the action be certified as a class action;
- (2) An order that Plaintiff be appointed class representative;
- (3) An order that counsel for Plaintiff be appointed class counsel;
- (4) Unpaid wages;
- (5) Actual damages;
- (6) Liquidated damages;
- (7) Restitution;
- (8) Declaratory relief;
- (9) Pre-judgment interest;
- (10) Statutory penalties;
- (11) Civil penalties;
- (12) Costs of suit;
- (13) Reasonable attorneys' fees; and
- (14) Such other relief as the Court deems just and proper.

DEMAND FOR JURY TRIAL

Plaintiff, on behalf of himself, and all other current and former non-exempt employees, hereby demands a jury trial on all issues so triable.

Dated: June 16, 2026

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