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ELECTRONICALLY
FILED
Superior Court of California, County of San Francisco
11/05/2026
Clerk of the Court
BY: JAMES FORONDA
Deputy Clerk

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SAN FRANCISCO

UNLIMITED CIVIL JURISDICTION

ALEXANDER LIKHACHEV (also known as Alex Xipil) and **MARIA KOLODKO**, individually and on behalf of all others similarly situated,

Plaintiffs,

v.

ON THE ROLL CATERING & EVENTS, LLC, a California limited liability company; **MARIYA MATVEYEVA**, an individual; and DOES 1 through 50, inclusive,

Defendants.

Case No.: CGC-26-638367
Complaint Filed: June 22, 2026

FIRST AMENDED CLASS ACTION COMPLAINT FOR:

(1) Failure to Pay Overtime Wages (Lab. Code §§ 510, 1194, 1198);
(2) Failure to Pay Minimum and All Wages (Lab. Code §§ 1194, 1197);
(3) Failure to Provide Meal Periods (Lab. Code §§ 226.7, 512);
(4) Failure to Authorize and Permit Rest Periods (Lab. Code § 226.7);
(5) Failure to Pay Earned Wages and Commissions (Lab. Code §§ 204, 221, 223);
(6) Failure to Reimburse Business Expenses (Lab. Code § 2802);
(7) Conversion of Gratuities;
(8) Failure to Furnish Accurate Wage Statements (Lab. Code § 226);
(9) Waiting-Time Penalties (Lab. Code §§ 201–203);
(10) Unfair Competition (Bus. & Prof. Code § 17200 et seq.); and

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(11) Civil Penalties Under the Private Attorneys General Act (Lab. Code § 2698 et seq.), including the penalties specified by Labor Code section 226.8 for willful misclassification.

DEMAND FOR JURY TRIAL

Plaintiffs Alexander Likhachev and Maria Kolodko ("Plaintiffs"), individually and on behalf of all others similarly situated, allege as follows against Defendants On the Roll Catering & Events, LLC and Mariya Matveyeva (collectively, "Defendants"), on personal knowledge as to their own acts and on information and belief as to all other matters:

I. INTRODUCTION

1. This is a wage-and-hour class action brought on behalf of the non-exempt catering workers—servers, bartenders, drivers, kitchen staff, sales staff, and similar hourly staff—whom Defendants employed in California while uniformly treating them as independent contractors paid on a "1099" basis.

2. Defendants operate a catering and events business that depends on these workers to staff, cook for, transport, set up, serve, and break down catered events. Although Defendants exercised pervasive control over these workers and the work they performed was central to Defendants' business, Defendants misclassified them as independent contractors and, as a result, failed to pay overtime, failed to provide meal and rest periods, failed to reimburse necessary business expenses, unlawfully retained gratuities, failed to furnish accurate wage statements, and failed to pay all wages when due.

3. Defendants applied these pay practices uniformly. Workers were directed to submit their hours to management each week, were paid by personal-transfer applications such as Zelle and PayPal without itemized wage statements, were paid straight time (or nothing) for overtime hours, and were required to bear Defendants' business expenses, including the use of their personal vehicles, telephones, and funds.

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4. Plaintiffs bring this action on behalf of themselves and a class of similarly situated workers for unpaid wages, statutory penalties, restitution, damages, interest, and attorneys' fees. Plaintiff Kolodko also brings a representative action for civil penalties under the Private Attorneys General Act.

II. PARTIES

5. Plaintiff Alexander Likhachev, also known as Alex Xipil, is and at all relevant times was a resident of California. Defendants employed him from approximately September 2, 2024 to approximately March 3, 2025 as a server, bartender, and sales representative, and for approximately one month as a bartender manager. He was paid approximately $30 per hour plus a ten percent commission on sales.

6. Plaintiff Maria Kolodko is an individual who worked for Defendants in California as a server during intermittent periods between approximately October 2023 and December 2025, including during the one-year period preceding her June 18, 2026 notice to the Labor and Workforce Development Agency. She was paid an hourly rate that increased over time from approximately $24 to $27 per hour, and was paid straight time for all hours worked, including overtime hours.

7. Defendant On the Roll Catering & Events, LLC ("On the Roll") is, on information and belief, a California limited liability company doing business in California in the catering and events industry. On the Roll was an "employer" of Plaintiffs and the Class within the meaning of the Labor Code and the applicable Industrial Welfare Commission Wage Order (Wage Order No. 5–2001).

8. Defendant Mariya Matveyeva, known as "Masha," is, on information and belief, an owner and managing member of On the Roll who controlled, directed, and ratified the pay practices challenged in this Complaint, including the classification of workers as independent contractors, the setting and payment of wages, and the handling of gratuities and expense reimbursements. She is personally liable under Labor Code section 558.1 as a person acting on behalf of an employer who violated, or caused to be violated, Labor Code sections 203, 226, 226.7, 1194, and 2802 and the applicable Wage Order; is directly liable for the conversion of

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gratuities she personally retained; and is, on information and belief, the alter ego of On the Roll. On information and belief, there is such a unity of interest and ownership between Matveyeva and On the Roll that their separate personalities do not exist: Matveyeva dominated and controlled On the Roll, treated its funds as her own (including by retaining client-paid gratuities for herself), and operated On the Roll without adequate capitalization to meet its payroll obligations, as reflected in its failure to pay workers for weeks at a time and its later payment of wages in installments. Adherence to the fiction of On the Roll's separate existence would sanction fraud and promote injustice by allowing Defendants to avoid liability for wages and gratuities owed to the workers.

9. The true names and capacities of Defendants sued as DOES 1 through 50 are unknown to Plaintiffs, who will amend this Complaint to allege their true names and capacities when ascertained. On information and belief, each DOE Defendant is responsible in some manner for the conduct alleged.

10. At all relevant times, each Defendant was the agent, employer, joint employer, alter ego, joint venturer, or representative of each other Defendant and acted within the scope of that relationship and with the knowledge, consent, or ratification of the other Defendants. Each Defendant was a joint employer of Plaintiffs and the Class.

III. JURISDICTION AND VENUE

11. This Court has subject-matter jurisdiction over this action, which arises under California law. The amount in controversy, exclusive of interest and costs, exceeds the $35,000 threshold for an unlimited civil case, and the aggregate claims of the Class exceed the jurisdictional minimum.

12. This Court has personal jurisdiction over Defendants because, on information and belief, Defendants reside in, are organized under the laws of, and/or conduct substantial business in California, and the conduct alleged occurred in California.

13. Venue is proper in this County because, on information and belief, Defendants reside or do business in the County of San Francisco and a substantial part of the work at issue and the unlawful conduct alleged occurred in the County of San Francisco.

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IV. COMMON FACTUAL ALLEGATIONS

14. Defendants operate a catering and events business in California that staffs events with servers, bartenders, drivers, kitchen help, and sales personnel. Plaintiffs and the Class performed work that was central to Defendants' catering business, including preparing for events, transporting food and equipment, setting up, serving and bartending at events, and breaking down and returning equipment afterward.

15. **Misclassification as independent contractors.** Defendants uniformly treated Plaintiffs and the Class as independent contractors and issued IRS Form 1099s rather than treating them as employees. Under California law, a worker is presumed to be an employee unless the hiring entity proves each part of the "ABC" test. (Lab. Code § 2775; *Dynamex Operations West, Inc. v. Superior Court* (2018) 4 Cal.5th 903.) Defendants cannot satisfy that test: (A) Defendants controlled and directed the workers, including setting their start times, schedules, and tasks and requiring them to submit their hours to management; (B) the workers performed services within the usual course of Defendants' catering business; and (C) the workers were not engaged in an independently established trade or business of the same nature. Plaintiffs and the Class were therefore employees entitled to the protections of the Labor Code and the applicable Wage Order.

16. **Unpaid overtime.** Defendants required Plaintiffs and the Class to work substantial overtime, particularly during the high season between approximately September and December. Workers regularly worked far more than eight hours per day and forty hours per week—commonly sixteen-to-eighteen-hour days and, for some workers, eighty-to-ninety-hour weeks, at times finishing in the early morning hours and returning to work hours later. Defendants paid these workers only their straight-time rate, or nothing at all, for overtime hours, and failed to pay the required overtime premiums.

17. **Unpaid and off-the-clock wages.** Defendants failed to pay Plaintiffs and the Class for all hours worked at the legally required rates. Plaintiff Kolodko, for example, was paid straight time for every hour she worked, including overtime hours. On information and belief, Defendants also failed to pay all wages for a period of weeks during a period of financial difficulty, later paying portions in installments.

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18. **Meal periods.** Defendants failed to provide Plaintiffs and the Class with compliant, uninterrupted, duty-free meal periods of at least thirty minutes for shifts over five hours, and a second meal period for shifts over ten hours. Workers ate quickly while continuing to work, if at all, and during the high season Defendants at times did not provide any meal break. Defendants did not pay meal-period premiums.

19. **Rest periods.** Defendants failed to authorize and permit Plaintiffs and the Class to take compliant, duty-free rest periods of at least ten minutes per four hours worked or major fraction thereof, particularly during the high season. Defendants did not pay rest-period premiums.

20. **Unreimbursed business expenses.** Defendants required Plaintiffs and the Class to bear necessary business expenses, including the use of their personal vehicles to transport food, equipment, and supplies; their personal cellular telephones; their personal computers; and out-of-pocket purchases of supplies and groceries for events. Defendants reimbursed mileage, when at all, at a rate below the actual and necessary cost of operating the vehicle and below the IRS standard rate, denied mileage reimbursement for trips Defendants deemed not to involve hauling product, and did not reimburse for vehicle wear, telephone, computer, or parking costs. Because Defendants treated the workers as 1099 contractors, reimbursements that were paid were treated as taxable income.

21. **Unlawful taking of gratuities.** Defendants charged event clients a gratuity or service charge of approximately twenty percent but did not distribute those amounts to the workers who provided the service. On information and belief, Defendant Matveyeva retained gratuities for herself, including for events she did not attend, in violation of Labor Code section 351.

22. **Unpaid commissions and earned wages.** Defendants failed to pay earned commissions and other wages. Plaintiff Likhachev, for example, closed sales for which he was owed commissions of approximately $7,000 that Defendants did not pay, and Defendants cut off his access to his work email and accounts, impairing his ability to determine the amounts owed.

23. **No accurate wage statements.** Defendants did not furnish Plaintiffs and the Class

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with accurate, itemized written wage statements. Workers were paid through personal-transfer applications such as Zelle and PayPal without wage statements, and the Form 1099s Defendants issued did not reflect all amounts actually earned.

24. **Unpaid wages at separation.** Defendants failed to pay Plaintiffs and members of the Class all wages owed at the time their employment ended, and did not do so within the time required by Labor Code sections 201 and 202.

25. **Uniform policies and knowledge.** The practices described above were uniform, applied to the workforce as a matter of policy, and were directed, implemented, and ratified by Defendant Matveyeva. Defendants knew or should have known that the workers were employees entitled to overtime, meal and rest periods, expense reimbursement, gratuities, accurate wage statements, and timely payment of all wages, and Defendants' violations were willful.

V. CLASS ACTION ALLEGATIONS

26. **Class definition.** Plaintiffs bring this action under Code of Civil Procedure section 382 on behalf of the following Class: All persons who performed work for Defendants in California as servers, bartenders, drivers, kitchen staff, sales staff, or in similar hourly catering and event positions, and who were classified or paid as independent contractors, at any time from four years before the filing of the original Complaint in this action through the date of judgment.

27. **Subclasses.** Plaintiffs also seek to represent subclasses of Class members subjected to each challenged practice, including an Overtime Subclass, Minimum/All-Wages Subclass, Meal-Period Subclass, Rest-Period Subclass, Expense-Reimbursement Subclass, Gratuities Subclass, Misclassification Subclass, Wage-Statement Subclass, and Waiting-Time Subclass. Plaintiffs reserve the right to modify or refine the Class and subclass definitions based on discovery.

28. **Numerosity.** The Class is so numerous that joinder of all members is impracticable. On information and belief, Defendants employed approximately fifteen to twenty servers at a given time, increasing seasonally to approximately thirty to fifty, in addition to bartenders, drivers, and other staff, such that the Class includes well over the number required for class treatment. The members' identities are ascertainable from Defendants' records, including

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the weekly hours submitted to management and Defendants' payment records.

29. **Commonality.** Common questions of law and fact predominate, including: whether Defendants misclassified the Class as independent contractors; whether Defendants failed to pay overtime and all wages; whether Defendants provided compliant meal and rest periods; whether Defendants reimbursed necessary business expenses; whether Defendants unlawfully retained gratuities; whether Defendants furnished accurate wage statements; whether Defendants timely paid wages at separation; whether Defendants' conduct violated the UCL; and the appropriate measure of damages, restitution, and penalties.

30. **Typicality.** Plaintiffs' claims are typical of the Class. Plaintiffs were classified as independent contractors, worked overtime without proper premiums, were denied compliant meal and rest periods, incurred unreimbursed business expenses, were subject to Defendants' gratuity practices, received no accurate wage statements, and were not paid all wages—the same practices applied to the Class.

31. **Adequacy.** Plaintiffs will fairly and adequately protect the interests of the Class, have no interests antagonistic to the Class, and have retained counsel experienced in wage-and-hour class litigation.

32. **Predominance and superiority.** Common questions predominate over individual ones, and a class action is superior to other methods for fairly and efficiently adjudicating this controversy. The wages at issue for many individual members are modest relative to the cost of individual litigation, the class members may be reluctant to sue individually, and class treatment will avoid inconsistent results and conserve judicial resources.

FIRST CAUSE OF ACTION

Failure to Pay Overtime Wages (Lab. Code §§ 510, 1194, 1198) — Against All Defendants

33. Plaintiffs reallege and incorporate by reference each preceding paragraph as though fully set forth herein.

34. California law requires payment of overtime premiums for hours worked over eight in a day, over forty in a week, and the first eight hours on the seventh consecutive workday, and double time for hours over twelve in a day, at the rates set by Labor Code section 510 and the

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applicable Wage Order.

35. Defendants required Plaintiffs and the Overtime Subclass to work overtime hours but paid them only straight time, or nothing, for those hours, and failed to pay the required overtime premiums. Plaintiffs and the Overtime Subclass are entitled to recover unpaid overtime wages, interest, and attorneys' fees and costs under Labor Code sections 1194 and 1198.

SECOND CAUSE OF ACTION

Failure to Pay Minimum and All Wages (Lab. Code §§ 1194, 1197) — Against All Defendants

36. Plaintiffs reallege and incorporate by reference each preceding paragraph as though fully set forth herein.

37. Defendants failed to pay Plaintiffs and the Class for all hours worked, including hours worked off the clock and during purported meal periods, at no less than the applicable minimum wage. Plaintiffs and the Class are entitled to recover unpaid wages, liquidated damages, interest, and attorneys' fees and costs under Labor Code sections 1194 and 1194.2.

THIRD CAUSE OF ACTION

Failure to Provide Meal Periods (Lab. Code §§ 226.7, 512) — Against All Defendants

38. Plaintiffs reallege and incorporate by reference each preceding paragraph as though fully set forth herein.

39. Defendants failed to provide Plaintiffs and the Meal-Period Subclass with timely, uninterrupted, duty-free thirty-minute meal periods, and second meal periods for shifts over ten hours, and failed to pay an additional hour of pay at the regular rate of compensation for each workday a compliant meal period was not provided, as required by Labor Code sections 226.7 and 512 and the applicable Wage Order.

FOURTH CAUSE OF ACTION

Failure to Authorize and Permit Rest Periods (Lab. Code § 226.7) — Against All Defendants

40. Plaintiffs reallege and incorporate by reference each preceding paragraph as though fully set forth herein.

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41. Defendants failed to authorize and permit Plaintiffs and the Rest-Period Subclass to take compliant, duty-free ten-minute rest periods for each four hours worked or major fraction thereof, and failed to pay an additional hour of pay at the regular rate of compensation for each workday a compliant rest period was not authorized, as required by Labor Code section 226.7 and the applicable Wage Order.

FIFTH CAUSE OF ACTION

Failure to Pay Earned Wages and Commissions (Lab. Code §§ 204, 221, 223) — Against All Defendants

42. Plaintiffs reallege and incorporate by reference each preceding paragraph as though fully set forth herein.

43. Defendants failed to timely pay all earned wages, including earned commissions, and unlawfully withheld and failed to pay wages due. Plaintiffs and the Class are entitled to recover all unpaid earned wages and commissions, together with interest, penalties, and attorneys' fees and costs as provided by law.

SIXTH CAUSE OF ACTION

Failure to Reimburse Business Expenses (Lab. Code § 2802) — Against All Defendants

44. Plaintiffs reallege and incorporate by reference each preceding paragraph as though fully set forth herein.

45. Defendants required Plaintiffs and the Expense-Reimbursement Subclass to incur necessary expenditures in direct consequence of the discharge of their duties—including the use of personal vehicles, telephones, and computers and out-of-pocket purchases—and failed to fully indemnify them as required by Labor Code section 2802. Plaintiffs and the Subclass are entitled to recover all necessary expenditures, interest, and attorneys' fees and costs.

SEVENTH CAUSE OF ACTION

Conversion of Gratuities — Against All Defendants

46. Plaintiffs reallege and incorporate by reference each preceding paragraph as though fully set forth herein.

47. Under Labor Code section 351, gratuities paid, given, or left for employees are the

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sole property of the employees for whom they are left. Plaintiffs and the Gratuities Subclass therefore owned, and had the right to immediate possession of, the gratuities and service charges that Defendants collected from event clients for the workers who staffed those events. On information and belief, those gratuities were specific, identifiable sums, calculated as a fixed percentage (approximately twenty percent) of each event invoice and charged to and collected from the client for each event. Defendants, including Defendant Matveyeva personally, intentionally and substantially interfered with that property by retaining those sums for themselves rather than distributing them to the workers, without the workers' consent. As a direct and proximate result, Plaintiffs and the Gratuities Subclass were harmed in the amount of the gratuities withheld, and are entitled to recover those amounts with interest under Civil Code section 3336. Defendants' conduct was willful and constitutes oppression, fraud, and malice within the meaning of Civil Code section 3294, and was committed, authorized, or ratified by Defendant Matveyeva as an officer, director, or managing agent of On the Roll, entitling Plaintiffs and the Gratuities Subclass to punitive damages.

EIGHTH CAUSE OF ACTION

Failure to Furnish Accurate Itemized Wage Statements (Lab. Code § 226) — Against All Defendants

48. Plaintiffs reallege and incorporate by reference each preceding paragraph as though fully set forth herein.

49. Defendants knowingly and intentionally failed to furnish Plaintiffs and the Wage-Statement Subclass with accurate, itemized wage statements containing the information required by Labor Code section 226(a). Plaintiffs and the Subclass suffered injury and are entitled to recover the greater of actual damages or the statutory penalties provided by Labor Code section 226(e), together with attorneys' fees and costs.

NINTH CAUSE OF ACTION

Failure to Timely Pay Wages at Separation; Waiting-Time Penalties (Lab. Code §§ 201–203) — Against All Defendants

50. Plaintiffs reallege and incorporate by reference each preceding paragraph as

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though fully set forth herein.

51. Defendants willfully failed to pay Plaintiffs and the Waiting-Time Subclass all wages due upon termination or resignation within the time required by Labor Code sections 201 and 202. Plaintiffs and the Subclass are therefore entitled to waiting-time penalties of up to thirty days' wages under Labor Code section 203.

TENTH CAUSE OF ACTION

Unfair Competition (Bus. & Prof. Code § 17200 et seq.) — Against All Defendants

52. Plaintiffs reallege and incorporate by reference each preceding paragraph as though fully set forth herein.

53. Defendants' conduct constitutes unlawful, unfair, and fraudulent business practices within the meaning of Business and Professions Code section 17200 because it violated the Labor Code and Wage Order provisions alleged above, including Labor Code section 351. By unlawfully failing to pay wages, provide breaks, reimburse expenses, and distribute gratuities, Defendants gained an unfair competitive advantage and unlawfully retained money belonging to Plaintiffs and the Class.

54. Plaintiffs and the Class are entitled to restitution of all wages, gratuities, and expenses unlawfully withheld within the four-year limitations period, together with injunctive relief and interest. Plaintiffs lack an adequate remedy at law for the portion of unpaid amounts recoverable only as restitution under the four-year period.

ELEVENTH CAUSE OF ACTION

Civil Penalties Under the Private Attorneys General Act (Lab. Code § 2698 et seq.) — By Plaintiff Kolodko Against All Defendants

55. Plaintiff Kolodko realleges and incorporates by reference each preceding paragraph as though fully set forth herein.

56. Plaintiff Maria Kolodko is an "aggrieved employee" within the meaning of Labor Code section 2699, subdivision (c)(1), because she was employed by Defendants and personally suffered each of the Labor Code violations for which civil penalties are sought in this cause of action within the period prescribed by Code of Civil Procedure section 340, including during the

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one-year period preceding her June 18, 2026 notice to the Labor and Workforce Development Agency. Within that period, Defendants misclassified her as an independent contractor; failed to pay her overtime premiums and all wages owed; failed to provide her compliant meal periods, failed to authorize and permit compliant rest periods, and failed to pay the corresponding premiums; failed to reimburse her necessary business expenses; failed to furnish her accurate itemized wage statements; and failed to timely pay her all wages owed when her employment ended. Plaintiff Kolodko brings this cause of action as a representative action on behalf of herself, the State of California, and all other aggrieved employees, and not as a class claim. Plaintiff Likhachev does not assert this cause of action.

57. Plaintiff Kolodko has satisfied the administrative prerequisites of Labor Code section 2699.3. On June 18, 2026, Plaintiffs, including Plaintiff Kolodko, provided written notice to the Labor and Workforce Development Agency through its online filing system, together with the required filing fee, and to Defendants, setting forth the specific Labor Code provisions alleged to have been violated and the facts and theories supporting the alleged violations. More than sixty-five calendar days have elapsed since the date of that notice, and the Agency did not provide notice of its intention to investigate the alleged violations within the time allowed. Plaintiff Kolodko is therefore authorized to commence and maintain this representative action for civil penalties.

58. Through this cause of action, Plaintiff Kolodko seeks civil penalties for Defendants' violations of Labor Code sections 201, 202, 203, 226, 226.7, 226.8, 510, 512, 1194, 1197, 1198, and 2802, as alleged above and as set forth in the notice to the Labor and Workforce Development Agency. With respect to Defendants' willful misclassification of Plaintiff Kolodko and other aggrieved employees as independent contractors, Plaintiff Kolodko seeks the civil penalties specified by Labor Code section 226.8 of not less than $5,000 and not more than $25,000 for each violation, which an aggrieved employee may recover through the Private Attorneys General Act.

59. For those Labor Code violations that do not carry their own civil penalty, Plaintiff Kolodko seeks the default civil penalties provided by Labor Code section 2699. Plaintiff Kolodko

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seeks civil penalties for each aggrieved employee for each pay period in which a violation occurred, to be allocated as provided by Labor Code section 2699, together with reasonable attorneys' fees and costs.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs, individually and on behalf of the Class, and Plaintiff Kolodko, on behalf of the State of California and all other aggrieved employees, pray for judgment as follows:

1. For an order certifying this action as a class action and appointing Plaintiffs as class representatives and their counsel as class counsel;

2. For unpaid overtime, minimum, and all other wages, including earned commissions;

3. For meal- and rest-period premiums under Labor Code section 226.7;

4. For reimbursement of all necessary business expenses under Labor Code section 2802;

5. For damages for the conversion of gratuities, with interest under Civil Code section 3336, and punitive damages under Civil Code section 3294;

6. For statutory penalties under Labor Code sections 226 and 203;

7. For civil penalties under the Private Attorneys General Act (Lab. Code § 2698 et seq.), including the civil penalties specified by Labor Code section 226.8 for willful misclassification, allocated as provided by Labor Code section 2699;

8. For liquidated damages under Labor Code section 1194.2;

9. For restitution and injunctive relief under Business and Professions Code section 17200 et seq.;

10. For pre- and post-judgment interest as provided by law;

11. For reasonable attorneys' fees and costs, including under Labor Code sections 226, 1194, and 2802, and Code of Civil Procedure section 1021.5; and

12. For such other and further relief as the Court deems just and proper.

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DEMAND FOR JURY TRIAL

Plaintiffs demand a trial by jury on all claims so triable.

Dated: November 4, 2026

INFINITY LAW GROUP LLP

By: _____
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