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on behalf of himself and others similarly situated

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Case #26CV495577

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SANTA CLARA**

RAHMAN ALKAABI, on behalf of himself
and others similarly situated,

Plaintiff,

vs.

ZEROCATER, INC., a Delaware corporation;
ZEROCATER, an entity of unknown form;
and DOES 1 through 50, inclusive,

Defendants.

Case No. 26CV495577

CLASS ACTION

Assigned for All Purposes To:
Hon. Theodore C. Zayner
Dept.: 19

**FIRST AMENDED CLASS ACTION
COMPLAINT FOR:**

1. Failure to Pay Minimum Wages;
2. Failure to Pay Wages and Overtime
Under Labor Code § 510;
3. Meal-Period Liability Under Labor Code §
226.7;
4. Rest-Break Liability Under Labor Code §
226.7;
5. Violation of Labor Code § 226(a);
6. Reimbursement of Necessary Expenditures
Under Labor Code § 2802;
7. Failure to Keep Required Payroll
Records Under Labor Code §§ 1174 and
1174.5;
8. Penalties Pursuant to Labor Code § 203; and
9. Violation of Business & Professions Code §
17200 *et seq.*; and
10. Penalties Pursuant to Labor Code § 2699, *et
seq.*

DEMAND FOR JURY TRIAL

1 Plaintiff RAHMAN ALKAABI, (hereinafter “Plaintiff”) on behalf of himself and all
2 others similarly situated (collectively, “Employees”; individually, “Employee”) complains of
3 Defendants, and each of them, as follows:

4 INTRODUCTION

5 1. Plaintiff brings this action on behalf of himself and all current and former
6 Employees within the State of California who, at any time four (4) years prior to the filing of this
7 lawsuit, are or were employed as non-exempt, hourly employees by Defendants ZEROCATER,
8 INC., a Delaware corporation; ZEROCATER, an entity of unknown form; and DOES 1 through
9 50 (all defendants being collectively referred to herein as “Defendants”). Plaintiff alleges that
10 Defendants, and each of them, violated various provisions of the California Labor Code, relevant
11 orders of the Industrial Welfare Commission (IWC) and California Business & Professions Code,
12 and seeks redress therefore.

13 2. Plaintiff is a resident of California and during the time period relevant to this
14 Complaint was employed by Defendants as a non-exempt hourly employee within the State of
15 California at Defendants’ facilities and offices in California. Plaintiff and the other Class members
16 worked for Defendants in Santa Clara County, and in other nonexempt positions, throughout
17 California, and consistently worked at Defendants’ behest without being paid all wages due. More
18 specifically, Plaintiff and the other similarly situated Class members were employed by
19 Defendants and worked at Defendants’ offices and other facilities where the conduct giving rise to
20 the allegations in this Class Action Complaint occurred. Upon information and belief, Plaintiff
21 was employed by Defendants and (1) shared similar job duties and responsibilities, (2) was
22 subjected to the same policies and practices, and (3) endured similar violations at the hands of
23 Defendants as the other Employee Class members who served in similar and related positions.

24 3. Defendants required Plaintiff and the Employees in the Class to perform work off
25 the clock and failed to record accurate time worked by these Employees, failed to pay all wages
26 due and owing at termination or resignation, and provided Plaintiff and Class members with
27 inaccurate wage statements that prevented them from learning of these unlawful pay practices.
28 Defendants also failed to provide Plaintiff and the Class with lawful meal and rest periods, as

employees were not provided with the opportunity to take timely, uninterrupted, and duty-free meal and rest periods as required by the Labor Code.

THE PARTIES

A. The Plaintiff

4. Plaintiff RAHMAN ALKAABI has resided in California and during the time period relevant to this Complaint was employed by Defendants as a non-exempt hourly employee within the State of California.

B. The Defendants

5. Defendant ZEROCATER, INC. is a Delaware limited liability company with its principle executive offices in San Francisco, California and has been listed as the employer on the W2 issued to Plaintiff during the relevant time period. ZEROCATER, INC. lists a California address with the California Secretary of State and employs Class members in Santa Clara County, including by providing Defendants' services to its clients in Santa Clara County, California, and throughout California and conducts business throughout California.

6. Defendant ZEROCATER is an entity of unknown form with its principle executive offices in San Francisco, California and has been listed as the employer on documents in Plaintiff's personnel file during the relevant time period. ZEROCATER does not list a California address with the California Secretary of State; however, upon information and belief, employs Class members in Santa Clara County, including by providing Defendants' services to its clients in Santa Clara County, California, and throughout California and conducts business throughout California.

7. The true names and capacities, whether individual, corporate, associate, or whatever else, of the Defendants sued herein as Does 1 through 50, inclusive, are currently unknown to Plaintiff, who therefore sues these Defendants by such fictitious names under Code of Civil Procedure § 474. Plaintiff is informed and believes and thereon alleges that Defendants designated herein as Does 1 through 50, inclusive, and each of them, are legally responsible in some manner for the unlawful acts referred to herein.

8. Plaintiff will seek leave of court to amend this Complaint to reflect the true names

1 and capacities of the Defendants designated herein as Does 1 through 50 when their identities
2 become known.

3 9. Plaintiff is informed and believes and thereon alleges that each Defendant acted in
4 all respects pertinent to this action as the agent of the other Defendants, that Defendants carried
5 out a joint scheme, business plan, or policy in all respects pertinent hereto, and that the acts of
6 each Defendant are legally attributable to the other Defendants. Furthermore, Defendants acted in
7 all respects as the employers or joint employers of Employees. Defendants, and each of them,
8 exercised control over the wages, hours or working conditions of Employees, or suffered or
9 permitted Employees to work, or engaged, thereby creating a common law employment
10 relationship, with Employees. Therefore, Defendants, and each of them, employed or jointly
11 employed Employees.

12 **JURISDICTION AND VENUE**

13 10. This Court has jurisdiction over this Action pursuant to California Code of Civil
14 Procedure § 410.10 and California Business & Professions Code § 17203. This Action is brought
15 as a Class Action on behalf of similarly situated Employees of Defendants pursuant to California
16 Code of Civil Procedure § 382. Venue as to Defendants is also proper in this judicial district
17 pursuant to California Code of Civil Procedure § 395 *et seq.* Upon information and belief, the
18 obligations and liabilities giving rise to this lawsuit occurred at least in part in Santa Clara County
19 and Defendants employees provide Defendants' services at client sites in Santa Clara County, and
20 employ Plaintiff and other Class members in Santa Clara County and throughout California.

21 **FACTUAL BACKGROUND**

22 11. The Employees who comprise the Class and Collective, including Plaintiff, are
23 nonexempt employees pursuant to the applicable Wage Order of the IWC. Defendants hire
24 Employees who work in nonexempt positions at the direction of Defendants in the State of
25 California. Plaintiff and the Class members were either not paid by Defendants for all hours
26 worked or were not paid at the appropriate minimum, regular and overtime rates. Specifically,
27 Plaintiff and Employees were not paid for all the overtime hours they worked, including time
28 spent working off the clock by: (1) answering work-related calls and text messages; (2) checking

1 on the status of food preparation, scheduling, and meal reviews; and (3) working while clocked
2 out for meal breaks. Plaintiff also contends that Defendants failed to pay Plaintiff and the Class
3 members all wages due and owing and failed to provide meal and rest breaks, all in violation of
4 various provisions of the California Labor Code and applicable Wage Orders.

5 12. During the course of Plaintiff and the Class members' employment with
6 Defendants, they were not paid all wages they were owed, including for all work performed and
7 for all overtime hours worked and were forced to work during their meal and rest breaks. Plaintiff
8 contends that Defendants failed to pay him at the required overtime rate for all hours over eight
9 (8) in a shift, or over forty (40) in a week, but they were not paid at the appropriate overtime rate
10 for all such hours, including by being required to perform work duties and tasks without pay and
11 while off-the-clock. As a result, Plaintiff and the Class members worked substantial overtime
12 hours during their employment with Defendants for which they were not compensated, in
13 violation of the California Labor Code, applicable IWC Wage Orders.

14 13. Throughout the course of Plaintiff and the Class members' employment with
15 Defendants, they were required to work during their meal and rest breaks which were not
16 compensated by Defendants in violation of the California Labor Code. Plaintiff and the Class
17 members were also not paid regular wages and overtime for the time they were required to
18 comply with other requirements imposed upon them, which they had to complete while working
19 through their meal breaks and without compensation. As a result, Plaintiff and the Class members
20 worked shifts over eight (8) hours in a day and over forty (40) hours in a work week, but they
21 were not paid at the appropriate overtime rate for all such hours, including by being required to
22 perform work duties and tasks without pay and while off-the-clock. As a result, Plaintiff and the
23 Class members worked substantial overtime hours during their employment with Defendants for
24 which they were not compensated, in violation of the California Labor Code, applicable IWC
25 Wage Orders.

26 14. As a result of the above described demands and pressures to work through breaks,
27 and the other wage violations they endured at Defendants' hands, Plaintiff and the Class members
28 were not properly paid for all wages earned and for all wages owed to them by Defendants,

1 including when working more than eight (8) hours in any given day and/or more than forty (40)
2 hours in any given week. As a result of Defendants' unlawful policies and practices, Plaintiff and
3 Class members incurred overtime hours worked for which they were not adequately and
4 completely compensated. To the extent applicable, Defendants also failed to pay Plaintiff and the
5 Class members at an overtime rate of 1.5 times the regular rate for the first eight hours of the
6 seventh consecutive work day in a week and overtime payments at the rate of 2 times the regular
7 rate for hours worked over eight (8) on the seventh consecutive work day, as required under the
8 Labor Code, applicable IWC Wage Orders.

9 15. Therefore, from at least four (4) years prior to the filing of this lawsuit and
10 continuing to the present, Defendants had a consistent policy or practice of failing to pay
11 Employees for all hours worked and failing to pay minimum wage for all time worked as required
12 by California Law.

13 16. Additionally from at least four (4) years prior to the filing of this lawsuit and
14 continuing to the present, Defendants had a consistent policy or practice of failing to pay
15 Employees overtime compensation at premium overtime rates for all hours worked in excess of
16 eight (8) hours a day and/or forty (40) hours a week, and double-time rates for all hours worked in
17 excess of twelve (12) hours a day, in violation of Labor Code § 510 and the corresponding
18 sections of IWC Wage Orders.

19 17. Additionally from at least four (4) years prior to the filing of this lawsuit and
20 continuing to the present, Defendants have required Employees to work shifts in excess of five (5)
21 hours without providing them with timely, off-duty meal periods of not less than thirty (30)
22 minutes and shifts in excess of ten (10) hours without providing them with second meal periods of
23 not less than thirty minutes; nor did Defendants pay Employees "premium pay," i.e. one hour of
24 wages at each Employee's effective regular rate of pay, for each meal period that Defendants
25 failed to provide or deficiently provided. Employees would clock out for their meal periods and
26 continue working. Defendant's timekeeping system also automatically clocked Employees out for
27 meal breaks regardless of whether the meal period was actually taken. What meal periods were
28 provided were frequently provided late or were shorter than thirty minutes.

1 18. From at least four (4) years prior to the filing of this lawsuit and continuing to the
2 present, Defendants have failed to provide Employees with paid rest breaks of not less than ten
3 (10) minutes for every work period of four (4) or more consecutive hours; nor did Defendant pay
4 Employees premium pay for each day on which requisite rest breaks were not provided or were
5 deficiently provided at one hour of wages at each Employee's effective regular rate of pay, for
6 each rest period that Defendants failed to provide or deficiently provided. Defendants'
7 timekeeping system also automatically clocked Employees out for rest breaks and did not
8 compensate Employees for this time in violation of the Labor Code.

9 19. Additionally, from at least four (4) years prior to the filing of this lawsuit, and
10 continuing to the present, Defendants have consistently failed to provide Employees with timely,
11 accurate, and itemized wage statements as required by California wage-and-hour laws.
12 Specifically, the wage statements given to Employees by Defendants failed to accurately account
13 for wages, overtime, and premium pay for deficient meal periods and rest breaks all of which
14 Defendants knew or reasonably should have known were owed to Employees, as alleged
15 hereinabove. As a result, Employees' wage statements did not include: the total hours worked in
16 violation of Labor Code § 226(a)(2) and failed to accurately set forth all applicable hourly rates in
17 effect during the pay period and the corresponding number of hours worked at each such rate in
18 violation of Labor Code § 226(a)(9). The wage statements provided to Employees were confusing
19 and required Employees to engage in discovery and refer to outside sources to verify whether their
20 pay was correct, potentially resulting in a miscalculation by the Employees.

21 20. From at least four (4) years prior to the filing of this lawsuit and continuing to the
22 present, Defendants have failed to reimburse Employees for expenses necessarily incurred in the
23 performance of their job duties for Defendants including home internet and personal computer
24 expenses, and vehicle mileage, which were necessary to perform their duties under Defendants'
25 employ in violation of Labor Code § 2802.

26 21. Additionally, from at least three (3) years prior to the filing of this lawsuit, and
27 continuing to the present, Defendants have consistently failed to keep accurate time and wage
28 records as required by California wage-and-hour laws.

22. Additionally, from at least four (4) years prior to filing of this lawsuit and continuing to the present, Defendants have had a consistent policy of failing to pay all wages fur and owed to Employees at the time of their termination or within seventy-two (72) hours of their resignation, as required by California wage-and-hour laws.

23. In light of the foregoing, Employees bring this action pursuant to, inter alia, Labor Code §§ 201, 202, 203, 204, 210, 218.5, 218.6, 226, 226.7, 510, 512, 558, 558.1, 1174, 1174.5, 1182.12, 1185, 1194, 1194.2 1197, 1198, 1199, 2698, 2699, *et seq.*, and 2802.

24. Furthermore, pursuant to Business and Professions Code §§ 17200-17208, Employees seek injunctive relief, restitution, and disgorgement of all benefits Defendants have enjoyed from their violations of Labor Code.

CLASS ALLEGATIONS

25. Plaintiff brings this class action on behalf of himself and all others similarly situated pursuant to Code of Civil Procedure § 382. Plaintiff seeks to represent a class defined as follows: all individuals employed by Defendants as non-exempt employees within the State of California at any time within four (4) years of the filing of this lawsuit.

26. Further, Plaintiff seeks to represent the following Subclasses composed of and defined as follows:

a. Subclass 1. Minimum Wages Subclass. All Class members who were not compensated for all hours worked for Defendants at the applicable minimum wage.

b. Subclass 2. Wages and Overtime Subclass. All Class members who were not compensated for all hours worked for Defendants at the required rates of pay, including for all hours worked in excess of eight in a day and/or forty in a week.

c. Subclass 3. Meal Period Subclass. All Class members who were subject to Defendants' policy and/or practice of failing to provide unpaid 30-minute uninterrupted and duty-free meal periods or one hour of pay at the Employee's regular rate of pay in lieu thereof.

d. Subclass 4. Rest Break Subclass. All Class members who were subject to Defendants' policy and/or practice of failing to authorize and permit Employees to take uninterrupted, duty-free, 10-minute rest periods for every four hours worked, or major fraction

thereof, and failing to pay one hour of pay at the Employee's regular rate of pay in lieu thereof.

e. Subclass 5. Payroll Records Subclass. All Class members who were subject to Defendants' policy and/or practice of failing to keep accurate time and wage records as required by California wage-and-hour laws.

f. Subclass 6. Wage Statement Subclass. All Class members who, within the applicable limitations period, were not provided with accurate, itemized wage statements.

g. Subclass 7. Failure to Reimburse for Necessary Business Expenditures. All Class members who were subject to Defendants' failure to reimburse for expenses necessarily incurred in the performance of Employees job duties for Defendants.

h. Subclass 8. Termination Pay Subclass. All Class members who, within the applicable limitations period, either voluntarily or involuntarily separated from their employment and were subject to Defendants' policy and/or practice of failing to timely pay wages upon termination.

i. Subclass 9. UCL Subclass. All Class members who are owed restitution as a result of Defendants' business acts and practices, to the extent such acts and practices are found to be unlawful, deceptive, and/or unfair.

27. Plaintiff reserves the right under California Rule of Court 3.765 to amend or modify the class description with greater particularity or further division into subclasses or limitation to particular issues.

28. This action has been brought and may properly be maintained as a class action under the provisions of Code of Civil Procedure § 382 because there is a well-defined community of interest in litigation and the proposed class is easily ascertainable.

A. Numerosity

29. The potential members of the class as defined are so numerous that joinder of all the member of the class is impracticable. While the precise number of class members has not been determined at this time, Plaintiff is informed and believes that Defendants employ or, during the time period relevant to this lawsuit, employed more than 100 individuals within the State of California.

30. Accounting for employee turnover during the relevant time period increases this number substantially. Plaintiff alleges that Defendants' employment records will provide information as to the number and location of all class members.

B. Commonality

31. There are questions of law and fact common to the class that predominate over any questions affecting only individual class members. These common questions of law and fact include:

- a. Whether Defendants failed to pay Employees minimum wages;
- b. Whether Defendants failed to pay Employees wages for all hours worked;
- c. Whether Defendants failed to pay Employees overtime as required under Labor Code § 510;
- d. Whether Defendants violated Labor Code §§ 226.7 and 512, and the applicable IWC Wage Orders, by failing to provide Employees with requisite meal periods or premium pay in lieu thereof;
- e. Whether Defendants violated Labor Code § 226.7, and the applicable IWC Wage Orders, by failing to provide Employees with requisite rest breaks or premium pay in lieu thereof;
- f. Whether Defendants violated Labor Code § 226(a);
- g. Whether Defendants violated Labor Code §§ 1174 and 1174.5;
- h. Whether Defendants failed to reimburse Employees for necessary business expenses;
- i. Whether Defendants violated Labor Code §§ 201, 202, and 203 by failing to pay wages and compensation due and owing at the time of termination of employment;
- j. Whether Defendants are liable for penalties under Labor Code § 2699, *et seq.*;
- k. Whether Defendants violated Business and Professions Code § 17200 *et seq.*; and
- l. Whether Employees are entitled to equitable relief pursuant to Business and Professions Code § 17200 *et seq.*

///

1 **C. Typicality**

2 32. The claims of the named plaintiff are typical of those of the other Employees.
3 Employees all sustained injuries and damages arising out of and caused by Defendants' common
4 course of conduct in violation of statutes, as well as regulations that have the force and effect of
5 law, as alleged herein.

6 **D. Adequacy of Representation**

7 33. Plaintiff will fairly and adequately represent and protect the interest of Employees.
8 Counsel who represents Employees are experienced and competent in litigating employment class
9 actions.

10 **E. Superiority of Class Action**

11 34. A class action is superior to other available means for the fair and efficient
12 adjudication of this controversy. Individual joinder of all Employees is not practicable, and
13 questions of law and fact common to all Employees predominate over any questions affecting only
14 individual Employees. Each Employee has been damaged and is entitled to recovery by reason of
15 Defendants' illegal policies or practices of failing to compensate Employees properly.

16 35. Class action treatment will allow those persons similarly situated to litigate their
17 claims in the manner that is most efficient and economical for the parties and the judicial system.
18 Plaintiff is unaware of any difficulties in managing this case that should preclude class action.

19 **FIRST CAUSE OF ACTION**

20 **FAILURE TO PAY MINIMUM WAGES**

21 **(Against All Defendants)**

22 36. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in
23 full herein.

24 37. Defendants failed to pay Employees minimum wages for all hours worked.
25 Defendants had a consistent policy of misstating Employees time records and failing to pay
26 Employees for all hours worked. Employees would work hours and not receive wages, including
27 as alleged above in connection with working off the clock by: (1) answering work-related phone
28 calls and text messages from supervisors and co-workers; (2) checking on the status of food

1 preparation, scheduling, and meal reviews; and (3) while clocked out for meal breaks.
2 Defendants thus regularly failed to pay minimum wages to Plaintiff and Class members.
3 Moreover, Defendants did not pay Plaintiff and Employees at the applicable minimum wage for
4 all hours worked. Defendants' uniform pattern of unlawful wage and hour practices manifested,
5 without limitation, applicable to the Class as a whole, as a result of implementing a uniform
6 policy and practice that denied accurate compensation to Plaintiff and the other members of the
7 Class as to minimum wage pay.

8 38. California Labor Code § 1197, entitled "Pay of Less Than Minimum Wage"
9 states:

10 The minimum wage for employees fixed by the commission is the
11 minimum wage to be paid to employees, and the payment of a less
12 wage than the minimum so fixed is unlawful.

13 39. The applicable minimum wages fixed by the commission for work during the
14 relevant period is found in the Wage Orders. Pursuant to the Wage Orders, Employees are
15 therefore entitled to double the minimum wage during the relevant period.

16 40. The minimum wage provisions of California Labor Code are enforceable by private
17 civil action p

18 41. pursuant to California Labor Code § 1194(a) which states:

19 Notwithstanding any agreement to work for a lesser wage, any
20 employee receiving less than the legal minimum wage or the legal
21 overtime compensation applicable to the employee is entitled to
22 recover in a civil action the unpaid balance of the full amount of
23 this minimum wage or overtime compensation, including interest
24 thereon, reasonable attorney's fees and costs of suit.

25 42. As described in California Labor Code §§ 1185 and 1194.2, any action for wages
26 incorporates the applicable Wage Order of the California Industrial Welfare Commission.

27 43. California Labor Code § 1194.2 also provides for the following remedies:

28 In any action under Section 1194 . . . to recover wages because of
the payment of a wage less than the minimum wages fixed by an
order of the commission, an employee shall be entitled to recover
liquidated damages in an amount equal to the wages unlawfully
unpaid and interest thereon.

44. Defendants have the ability to pay minimum wages for all time worked and have willfully refused to pay such wages with the intent to secure for Defendants a discount upon this indebtedness with the intent to annoy, harass, oppress, hinder, delay, or defraud Employees.

45. Wherefore, Employees are entitled to recover the unpaid minimum wages (including double minimum wages), liquidated damages in an amount equal to the minimum wages unlawfully unpaid, interest thereon and reasonable attorney's fees and costs of suit pursuant to California Labor Code § 1194(a).

SECOND CAUSE OF ACTION

FAILURE TO PAY WAGES AND OVERTIME UNDER LABOR CODE § 510

(Against All Defendants)

46. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in full herein.

47. By their conduct, as set forth herein, Defendants violated California Labor Code § 510 (and the relevant orders of the Industrial Welfare Commission) by failing to pay Employees: (a) time and one-half their regular hourly rates for hours worked in excess of eight (8) hours in a workday or in excess of forty (40) hours in any workweek or for the first eight (8) hours worked on the seventh day of work in any one workweek; or (b) twice their regular rate of pay for hours worked in excess of twelve (12) hours in any one (1) day or for hours worked in excess of eight (8) hours on any seventh day of work in a workweek. Defendants had a consistent policy of not paying Employees wages for all hours worked including time spent working off-the-clock by: (1) answering work-related phone calls and text messages from supervisors and co-workers; (2) checking on the status of food preparation, scheduling, and meal reviews; and (3) while clocked out for meal breaks. Moreover, Plaintiff alleges that Defendants failed to pay for all overtime hours worked and/or paid overtime hours at the regular hourly rate instead of one and a half times the regular rate. Employees regularly worked over 8 hours on a given day without receiving overtime compensation.

48. Defendants' failure to pay compensation in a timely fashion also constituted a violation of California Labor Code § 204, which requires that all wages shall be paid

1 semimonthly. From four (4) years prior to the filing of this lawsuit to the present, in direct
2 violation of that provision of the California Labor Code, Defendants have failed to pay all wages
3 and overtime compensation earned by Employees. Each such failure to make a timely payment of
4 compensation to Employees constitutes a separate violation of California Labor Code § 204.

5 49. Employees have been damaged by these violations of California Labor Code §§
6 204 and 510 (and the relevant orders of the Industrial Welfare Commission).

7 50. Consequently, pursuant to California Labor Code §§ 204, 510, and 1194 (and the
8 relevant orders of the Industrial Welfare Commission), Defendants are liable to Employees for
9 the full amount of all their unpaid wages and overtime compensation, with interest, plus their
10 reasonable attorneys' fees and costs.

11 **THIRD CAUSE OF ACTION**

12 **MEAL-PERIOD LIABILITY UNDER LABOR CODE § 226.7**

13 **(Against All Defendants)**

14 51. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in
15 full herein.

16 52. Employees regularly worked shifts greater than five (5) hours and greater than ten
17 (10) hours. Pursuant to Labor Code § 512 an employer may not employ someone for a shift of
18 more than five (5) hours without providing him or her with a meal period of not less than thirty
19 (30) minutes or for a shift of more than ten (10) hours without providing him or her with a second
20 meal period of not less than thirty (30) minutes.

21 53. Defendants failed to provide Employees with compliant meal periods as required
22 under the Labor Code. Employees were required to clock out and continue working through their
23 meal periods. Employees were also required to take meal periods after working well beyond the
24 five (5) hour shifts and what meal periods were provided were often less than thirty (30) minutes.
25 Additionally, Defendant's timekeeping system automatically clocked Employees out for meal
26 breaks regardless of whether the meal period was actually taken. Furthermore, Employees were
27 regularly required to work for more than 10 hours in a given shift without receiving a second thirty
28 (30) minute meal period as required by law.

54. Moreover, Defendants failed to compensate Employees for each meal period not provided or inadequately provided, as required under Labor Code § 226.7 and paragraphs 11 and 20 of the applicable IWC Wage Orders, which provide that, if an employer fails to provide an employee a meal period in accordance with this section, the employer shall pay the employee one hour of pay at the employee's regular rate of compensation for each workday that the meal period is not provided.

55. Therefore, pursuant to Labor Code § 226.7, Employees are entitled to damages in an amount equal to one (1) hour of wages at their effective hourly rates of pay for each meal period not provided or deficiently provided, a sum to be proven at trial.

FOURTH CAUSE OF ACTION

REST-BREAK LIABILITY UNDER LABOR CODE § 226.7

(Against All Defendants)

56. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in full herein.

57. Employees consistently worked consecutive four (4) hour shifts. Pursuant to the Labor Code and the applicable IWC Wage Order, Employees were entitled to paid rest breaks of not less than ten (10) minutes for each consecutive four (4) hour shift.

58. Defendants failed to provide Employees with timely, duty-free rest breaks of not less than ten (10) minutes for each consecutive four (4) hour shift. Additionally, Defendants' timekeeping system automatically clocked Employees out for rest breaks regardless of whether they were taken and this time was not paid in violation of the Labor Code.

59. Moreover, Defendants failed to compensate Employees for each rest period not provided or inadequately provided, as required under Labor Code § 226.7 and the applicable IWC Wage Orders, which provide that, if an employer fails to provide an employee a rest period in accordance with this section, the employer shall pay the employee one hour of pay at the employee's regular rate of compensation for each workday that the rest period is not provided. Defendants failed to compensate the Employees in the Class for each rest period not provided or inadequately provided, as required under Labor Code § 226.7 and the applicable IWC Wage

1 Order.

2 60. Therefore, pursuant to Labor Code § 226.7, Employees are entitled to damages in
3 an amount equal to one (1) hour of wages at their effective hourly rates of pay for each day
4 worked without the required rest breaks, a sum to be proven at trial.

5 **FIFTH CAUSE OF ACTION**
6 **VIOLATION OF LABOR CODE § 226(a)**
7 **(Against All Defendants)**

8 61. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in
9 full herein.

10 62. California Labor Code § 226(a) requires an employer to furnish each of his or her
11 employees with an accurate, itemized statement in writing showing the gross and net earnings,
12 total hours worked, and the corresponding number of hours worked at each hourly rate; these
13 statements must be appended to the detachable part of the check, draft, voucher, or whatever else
14 serves to pay the employee's wages; or, if wages are paid by cash or personal check, these
15 statements may be given to the employee separately from the payment of wages; in either case the
16 employer must give the employee these statements twice a month or each time wages are paid.

17 63. Defendants failed to provide Employees with accurate itemized wage statements in
18 writing, as required by the Labor Code. Specifically, the wage statements given to Employees, by
19 Defendants, failed to accurately account for wages, overtime, and premium pay for deficient meal
20 periods and rest breaks, all of which Defendants knew or reasonably should have known were
21 owed to Employees, as alleged hereinabove. As a result, Employees' wage statements did not
22 include: the total hours worked in violation of Labor Code § 226(a)(2) and failed to accurately set
23 forth all applicable hourly rates in effect during the pay period and the corresponding number of
24 hours worked at each such rate in violation of Labor Code § 226(a)(9). The wage statements
25 provided to Employees were confusing and required Employees to engage in discovery and refer
26 to outside sources to verify whether their pay was correct, potentially resulting in a miscalculation
27 by the Employees.

28 64. As a direct and proximate cause of Defendants' violation of Labor Code § 226(a),

1 Employees suffered injuries, including among other things confusion over whether they received
2 all wages owed them, the difficulty and expense involved in reconstructing pay records, and
3 forcing them to make mathematical computations to analyze whether the wages paid in fact
4 compensated them correctly for all hours worked.

5 65. Pursuant to Labor Code §§ 226(a) and 226(e), Employees are entitled to recover
6 the greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation
7 occurs and one hundred dollars (\$100) for each violation in a subsequent pay period, not
8 exceeding an aggregate penalty of four thousand dollars (\$4,000). They are also entitled to an
9 award of costs and reasonable attorneys' fees.

10 66. With respect to violations of Labor Code § 226, Labor Code § 226.3 imposes a
11 civil penalty of two hundred and fifty dollars (\$250) for initial violations for each employee for
12 each pay period, and one thousand dollars (\$1000) for each subsequent violation for each
13 employee for each pay period.

14 67. Plaintiff is seeking penalties against Defendants under Labor Code § 226.3, and
15 any other applicable statute allowing recovery of penalties as alleged herein in an amount to be
16 shown according to proof.

17 **SIXTH CAUSE OF ACTION**
18 **FAILURE TO REIMBURSE FOR NECESSARY BUSINESS EXPENDITURES**
19 **IN VIOLATION OF LABOR CODE § 2802**
20 **(Against All Defendants)**

21 68. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in
22 full herein.

23 69. Under Labor Code § 2802(a), an employer must indemnify its employees for all
24 necessary expenditures or losses incurred by the employee in direct consequence of the discharge
25 of his or her duties, or of his or her obedience to the directions of the employer.

26 70. Employees incurred necessary expenditures in the performance of their job duties
27 for Defendants, namely personal computer and home internet usage, and vehicle mileage, which
28 were necessary to perform their duties under Defendants' employ. From four (4) years prior to the

1 original filing of this lawsuit and continuing to the present, Defendants consistently failed to
2 reimburse Employees for these necessarily incurred business expenses.

3 71. As a result of the unlawful acts of Defendants, Employees have been deprived of
4 reimbursement in amounts to be determined at trial; they are entitled to recovery of such amounts,
5 plus interest and penalties thereon, attorneys' fees, and costs.

6 **SEVENTH CAUSE OF ACTION**
7 **FAILURE TO KEEP REQUIRED PAYROLL RECORDS UNDER LABOR CODE §§ 1174**
8 **AND 1174.5**
9 **(Against All Defendants)**

10 72. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in
11 full herein.

12 73. California Labor Code § 1174 requires that all employers shall keep accurate time
13 and wage records for all employees. California Labor Code § 1174.5 further requires that any
14 employee suffering injury due to a willful violation of the aforementioned obligations may seek
15 damages, including civil penalties, from the employer.

16 74. During the course of Plaintiff's and Employees' employment, Defendants
17 consistently failed to maintain accurate time and wage records for Plaintiff and Employees as
18 required by California Labor Code § 1174 by failing to pay Plaintiff and Employees proper wages,
19 overtime, and premium pay as discussed above.

20 75. Accordingly, Defendants are liable for civil penalties pursuant to the California
21 Labor Code § 1174.5. for the three (3) years prior to the filing of this Complaint.

22 **EIGHTH CAUSE OF ACTION**
23 **VIOLATION OF LABOR CODE § 203**
24 **(Against All Defendants)**

25 76. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in
26 full herein.

27 77. Numerous Employees are no longer employed by Defendants; they either quit
28 Defendants' employ or were fired therefrom.

1 78. Defendants failed to pay these Employees all wages due and certain at the time of
2 termination or within seventy-two (72) hours of resignation.

3 79. The wages withheld from these Employees by Defendants remained due and owing
4 for more than thirty (30) days from the date of separation of employment.

5 80. Defendants' failure to pay wages, as alleged above, was willful in that Defendants
6 knew wages to be due but failed to pay them; this violation entitles these Employees to penalties
7 under Labor Code § 203, which provides that an employee's wages shall continue until paid for up
8 to thirty (30) days from the date they were due.

9 **NINTH CAUSE OF ACTION**

10 **VIOLATION OF BUSINESS & PROFESSIONS CODE § 17200 *ET SEQ.***

11 **(Against All Defendants)**

12 81. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in
13 full herein.

14 82. Plaintiff, on behalf of himself, Employees, and the general public, brings this claim
15 pursuant to Business & Professions Code § 17200 *et seq.* The conduct of Defendants as alleged in
16 this Complaint has been and continues to be unfair, unlawful, and harmful to Employees and the
17 general public. Plaintiff seeks to enforce important rights affecting the public interest within the
18 meaning of Code of Civil Procedure § 1021.5.

19 83. Plaintiff is a "person" within the meaning of Business & Professions Code
20 § 17204, has suffered injury, and therefore has standing to bring this cause of action for injunctive
21 relief, restitution, and other appropriate equitable relief.

22 84. Business & Professions Code § 17200 *et seq.* prohibits unlawful and unfair
23 business practices.

24 85. Wage-and-hour laws express fundamental public policies. Paying employees their
25 wages and overtime, providing them with meal and rest periods, etc., are fundamental public
26 policies of California. Labor Code § 90.5(a) articulates the public policies of this State vigorously
27 to enforce minimum labor standards, to ensure that employees are not required or permitted to
28 work under substandard and unlawful conditions, and to protect law-abiding employers and their

1 employees from competitors who lower costs to themselves by failing to comply with minimum
2 labor standards.

3 86. Defendants have violated statutes and public policies. Through the conduct alleged
4 in this Complaint, Defendants have acted contrary to these public policies, have violated specific
5 provisions of the Labor Code, and have engaged in other unlawful and unfair business practices in
6 violation of Business & Professions Code § 17200 *et seq.* Defendants' conduct has deprived
7 Plaintiff, and all persons similarly situated, and all interested persons, of the rights, benefits, and
8 privileges guaranteed to all employees under the law.

9 87. Defendants' conduct, as alleged hereinabove, constitutes unfair competition in
10 violation of the Business & Professions Code § 17200 *et seq.*

11 88. Defendants, by engaging in the conduct herein alleged, by failing to pay wages and
12 overtime, failing to provide meal and rest periods, etc., either knew or in the exercise of reasonable
13 care should have known that their conduct was unlawful; therefore their conduct violates the
14 Business & Professions Code § 17200 *et seq.*

15 89. As a proximate result of the above-mentioned acts of Defendants, Employees have
16 been damaged, in a sum to be proven at trial.

17 90. Unless restrained by this Court, Defendants will continue to engage in such
18 unlawful conduct as alleged above. Pursuant to the Business & Professions Code, this Court
19 should make such orders or judgments, including the appointment of a receiver, as may be
20 necessary to prevent the use by Defendants or their agents or employees of any unlawful or
21 deceptive practice prohibited by the Business & Professions Code, including but not limited to the
22 disgorgement of such profits as may be necessary to restore Employees to the money Defendants
23 have unlawfully failed to pay.

24 **TENTH CAUSE OF ACTION**

25 **PENALTIES PURSUANT TO LABOR CODE § 2699, *ET SEQ.***

26 **(Against All Defendants)**

27 91. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in
28 full herein.

1 92. Plaintiff and Employees are aggrieved employees as defined under Labor Code §
2 2699(c) in that they suffered the violations alleged in this Complaint and were employed by the
3 alleged violators, Defendants.

4 93. Plaintiff seeks penalties under Labor Code §§ 2698 and 2699 for Defendants'
5 violation of all Labor Code provisions included under Labor Code § 2699.5 and includes the
6 penalty provisions, without limitation, based on the following California Labor Code sections:
7 201, 202, 203, 204, 210, 218.5, 218.6, 226, 226.7, 510, 512, 558, 558.1, 1174, 1174.5, 1182.12,
8 1185, 1194, 1194.2 1197, 1198, 1199, 2698, 2699, *et seq.*, and 2802.

9 94. The penalties shall be allocated as follows: 65% to the Labor and Workforce
10 Development Agency (LWDA) and 35% to the affected employee.

11 95. Employees also seek any and all penalties and remedies set forth in Labor Code §
12 558, which states:

13 (a) Any employer or other person acting on behalf of an employer who
14 violates, or causes to be violated, a section of this chapter or any provision
15 regulating hours and days of work in any order of the Industrial Welfare
16 Commission shall be subject to a civil penalty as follows: (1) For any initial
17 violation, fifty dollars (\$50) for each underpaid employee for each pay period for
18 which the employee was underpaid in addition to an amount sufficient to recover
19 underpaid wages. (2) For each subsequent violation, one hundred dollars (\$100) for each underpaid employee for each pay period for
20 which the employee was underpaid in addition to an amount sufficient to recover
21 underpaid wages. (3) Wages recovered pursuant to this section shall be paid to the
22 affected employee.

23 (b) If upon inspection or investigation the Labor Commissioner determines that
24 a person had paid or caused to be paid a wage for overtime work in violation of any
25 provision of this chapter, or any provision regulating hours and days of work in any
26 order of the Industrial Welfare Commission, the Labor Commissioner may issue a
27 citation. The procedures for issuing, contesting, and enforcing judgments for
28 citations or civil penalties issued by the Labor Commissioner for a violation of this
chapter shall be the same as those set out in Section 1197.1.

 (c) The civil penalties provided for in this section are in addition to any other
civil or criminal penalty provided by law.

 96. Labor Code § 226.3 provides that “[a]ny employer who violates subdivision (a) of
Section 226 shall be subject to a civil penalty in the amount of two hundred fifty dollars (\$250)

per employee per violation in an initial citation and one thousand dollars (\$1,000) per employee for each violation in a subsequent citation, for which the employer fails to provide the employee a wage deduction statement or fails to keep the required in subdivision (a) of Section 226.” To the extent that Labor Code § 226.3 applies to Plaintiff and Employees also seeks such penalties on.

97. Plaintiff has exhausted his administrative remedy by sending a certified letter to the LWDA and Defendants postmarked on June 10, 2026. The LWDA has not provided notice of its intent to investigate the alleged violations within 65 calendar days of the postmark date of the letters.

RELIEF REQUESTED

WHEREFORE, Plaintiff prays for the following relief:

1. For an order certifying this action as a class action;
2. For compensatory damages in the amount of the unpaid minimum wages for work performed by Employees and unpaid overtime compensation from at least four (4) years prior to the filing of this action, as may be proven;
3. For liquidated damages in the amount equal to the unpaid minimum wage and interest thereon, from at least four (4) years prior to the filing of this action, according to proof;
4. For compensatory damages in the amount of the hourly wage made by Employees for each missed or deficient meal period where no premium pay was paid therefor from four (4) years prior to the filing of this action, as may be proven;
5. For compensatory damages in the amount of the hourly wage made by Employees for each day requisite rest breaks were not provided or were deficiently provided and where no premium pay was paid therefor from at least four (4) years prior to the filing of this action, as may be proven;
6. For penalties pursuant to Labor Code § 226(e) for Employees, as may be proven;
7. For penalties pursuant to Labor Code § 226.3, as may be proven;
8. For penalties pursuant to Labor Code § 203 for all Employees who quit or were fired in an amount equal to their daily wage times thirty (30) days, as may be proven;
9. For penalties pursuant to Labor Code § 1174.5, as may be proven;

1 10. For restitution for unfair competition pursuant to Business & Professions Code
2 § 17200 *et seq.*, including disgorgement or profits, as may be proven;

3 11. For penalties pursuant to Labor Code § 2699, *et seq.*, as may be proven;

4 12. For compensatory damages in the amount of all previously unreimbursed business
5 expenditures necessarily incurred by Employees in the discharge of their job duties for Defendants
6 from four (4) years prior to the original filing of this action, as may be proven;

7 13. For an order enjoining Defendants and their agents, servants, and employees, and
8 all persons acting under, in concert with, or for them, from acting in derogation of any rights or
9 duties adumbrated in this Complaint;

10 14. For all general, special, and incidental damages as may be proven;

11 15. For an award of pre-judgment and post-judgment interest;

12 16. For an award providing for the payment of the costs of this suit;

13 17. For an award of attorneys' fees; and

14 18. For such other and further relief as this Court may deem proper and just.

15
16
17 DATED: August 14, 2026

D.LAW, INC.

18
19 By 
20 Roman Shkodnik
21 Emma Geesaman
22 Attorneys for Plaintiff
23 RAHMAN ALKAABI
24 and the putative class
25
26
27
28

DEMAND FOR JURY TRIAL

Plaintiff hereby demands trial of his claims by jury to the extent authorized by law.

DATED: August 14, 2026

D.LAW, INC.

By 
Roman Shkodnik
Emma Geesaman
Attorneys for Plaintiff
RAHMAN ALKAABI
and the putative class

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I am employed in the aforesaid county, State of California; I am over the age of 18 years and not a party to the within action; my business address is 250 N Madison Avenue, 2nd Floor, Pasadena, CA 91101-1639.

FIRST AMENDED CLASS ACTION COMPLAINT

Agent for Service for Defendant Zerocater, Inc.

Agent for Service for Defendant Zerocater

using the following service method(s):

X VIA MAIL: I caused the document(s) to be served to be deposited at: 250 N Madison Avenue, 2nd Floor Pasadena, CA 91101, which is a mailbox or other like facility regularly maintained by the United States Postal Service, in a sealed envelope, with postage paid, addressed to the person(s) on whom the document(s) is/are to be served, at the office address as last given by that/those person(s), otherwise at that/those person(s)' place(s) of residence. I am aware that on motion of any party served, service is presumed invalid if the postal cancellation date or postage meter date is more than one (1) day after the date of deposit for mailing stated herein.

VIA ELECTRONIC MAIL: Service by electronic mail to parties who have already appeared in this post-January 1, 2019 proceeding was made pursuant to the procedures specified in California Code of Civil Procedure § 1010.6(b). The electronic mail was sent to electronic service address(es) that has/have been previously confirmed by email.

I declare under penalty of perjury under the laws of the United States of America and the State of California that the foregoing is true and correct.

Executed on August 14, 2026, at Pasadena, California.

California.

Kathryn Perez