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ELECTRONICALLY FILED
Superior Court of California,
County of San Diego

8/10/2026 10:18:17 AM

Clerk of the Superior Court
By K. Tirado ,Deputy Clerk

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN DIEGO

AHMED KAROUI, on behalf of others similarly
situated and the State of California under the
Private Attorneys General Act,

Plaintiffs,

vs.

TOTALLY JOINED FOR ACHIEVING
COLLABORATIVE TECHNIQUES (TJFACT),
LLC and DOES 1 through 50, inclusive,

Defendants.

Case No. 26CU035861C

Hon. Gregory W. Pollack
Dept. 71

CLASS ACTION

**FIRST AMENDED CLASS AND
REPRESENTATIVE ACTION
COMPLAINT**

1. Failure to Pay All Wages Owed
2. Failure to Pay All Overtime Wages
3. Meal Period Violations
4. Rest Period Violations
5. Paid Sick Leave Violations
6. Untimely Payment of Wages
7. Wage Statement Violations
8. Waiting Time Penalties
9. Unfair Competition
10. Civil Penalties under the Private Attorneys
General Act (Labor Code §§ 2698 *et seq.*)

Action Filed: July 1, 2026

1 Plaintiff AHMED KAROUI, on behalf of all others similarly situated and the State of
2 California under the Private Attorneys General Act (“Plaintiff”) brings this FIRST AMENDED
3 CLASS AND REPRESENTATIVE ACTION COMPLAINT against Defendants TOTALLY JOINED
4 FOR ACHIEVING COLLABORATIVE TECHNIQUES (TJFACT), LLC and DOES 1 through 50,
5 inclusive (collectively “Defendants”), alleging as follows:

6 **INTRODUCTION**

- 7 1. This is a class action for wage and hour violations of the California Labor Code.
- 8 2. Defendants failed to pay Plaintiff and the covered employees at the lawful minimum
9 wage rate for all hours worked, resulting in unpaid minimum wages.
- 10 3. Defendants’ underpayment of wages was facilitated by their company-wide practices
11 of requiring off-the-clock work.
- 12 4. Defendants failed to pay Plaintiff and the covered employees overtime wages and the
13 lawful rate of pay for overtime hours worked, resulting in unpaid overtime wages.
- 14 5. Defendants failed to comply with California’s paid sick leave laws with respect to the
15 covered employees.
- 16 6. Defendants failed to provide, authorize, and/or permit Plaintiff and the putative class
17 members to take compliant meal periods and rest periods to which they were entitled. Further,
18 Defendants failed to pay meal period premiums or rest period premiums.
- 19 7. Defendants’ employment policies, practices, and payroll administration systems
20 enabled and facilitated these violations on a company-wide basis with respect to the putative class
21 members.
- 22 8. Defendants are further liable for derivative claims for wage statements, untimely
23 payment of wages both during and upon separation of employment, and other associated violations.
- 24 9. Plaintiff seeks to recover the underpaid damages, plus associated penalties, interests,
25 attorney’s fees and costs.

26 **JURISDICTION & VENUE**

- 27 10. Jurisdiction of this action is proper in this Court under Article VI, Section 10 of the
28 California Constitution as the causes of action are premised upon violations of California law.

11. The monetary damages and restitution sought exceed the minimal jurisdiction limits of the Superior Court.

12. This Court has jurisdiction over Defendants because, upon information and belief, Defendants have sufficient minimum contacts in California, or otherwise intentionally avail themselves to the California economy so as to render the exercise of jurisdiction over them by the California courts consistent with traditional notions of fair play and substantial justice.

13. Venue is proper in this Court under Code of Civil Procedure sections 393(a), 395, and/or 395.5 because, upon information and belief, Defendants conducted business and committed some of the alleged violations in this County.

PARTIES

A. Plaintiff Ahmed Karoui

14. Plaintiff Karoui is an individual over 18 years of age who worked for Defendants in California as a non-exempt employee from about June 2023 to September 2025. Plaintiff worked as a Stock Clerk and Shipper Packer.

15. The State of California, via the Labor and Workforce Development Agency (“LWDA”), is the real party in interest in this action. (*Kim v. Reins Int’l California, Inc.* (2020) 9 Cal. 5th 73, 81 [The “government entity on whose behalf the plaintiff files suit is always the real party in interest.”]). To the extent permitted by law, including pursuant *Balderas v. Fresh Start Harvesting, Inc.* (2024) 101 Cal. App. 5th 533 and *Rodriguez v. Packers Sanitation Services Ltd., LLC* (2025) 109 Cal.App.5th 69, the PAGA claim is brought exclusively as a representative action and does not include arbitrable claims.

B. Defendants

16. Defendant Totally Joined for Achieving Collaborative Techniques (TJFACT), LLC is a Georgia limited liability company that maintains operations and conducts business throughout the State of California, including in this county.

17. The true names and capacities, whether individual, corporate, or otherwise, of the parties sued as DOES 1 through 50, are presently unknown, unascertainable, or uncertain, and are sued by such fictitious names under Code of Civil Procedure section 474. Upon information and belief,

each of DOES 1 through 50 constitutes a legal employer or is otherwise legally responsible in some manner for the acts and omissions alleged herein. This Complaint may be amended to reflect their true names and capacities once ascertained.

18. Upon information and belief, Defendants in this action are employers, co-employers, joint employers, and/or part of an integrated employer enterprise, as each of the Defendants exercised control over the wages, hours, and working conditions of the employees, suffered and permitted them to work, and otherwise engaged them as employees under California law.

19. Upon information and belief, at least some of the Defendants have common ownership, common management, interrelationship of operations, and centralized control over labor relations and are therefore part of an integrated enterprise and thus jointly and severally responsible for the acts and omissions alleged herein, including pursuant to Labor Code sections 558, 558.1, and 1197.1.

20. Upon information and belief, Defendants acted in all respects pertinent to this action as an alter-ego, agent, servant, joint employer, joint venturer, co-conspirator, partner, in an integrated enterprise, or in some other capacity on behalf of all other co-defendants, such that the acts and omissions of each defendant may be legally attributable to all others.

CLASS ALLEGATIONS

21. This action is brought individually and on behalf of the following class pursuant to Code of Civil Procedure section 382:

- a. All current and former non-exempt employees who worked for Defendants in California at any time from four years prior to the filing of this action through date of class certification.

22. Plaintiff reserves the right to establish various subclass definitions as appropriate at the class certification stage, according to proof.

23. The class is ascertainable and shares a well-defined community of interest in this litigation:

- a. Numerosity: The class is estimated to exceed 50 individuals, although the precise membership of the entire class is unknown at this time. The class is so numerous that joinder of all class members is impracticable. The identities of

1 class members are ascertainable by inspection of Defendants' employment and
2 payroll records.

3 b. Typicality: Plaintiff's claims are typical of the claims of the other class
4 members. They were subject to the same policies and practices of Defendants,
5 which resulted in losses to the class. Proof of common unlawful business
6 practices, which Plaintiff experienced, will establish the right of the class to
7 recover on the causes of action alleged herein.

8 c. Adequacy: Plaintiff is an adequate class representative; will take all necessary
9 steps to protect the class members' interests adequately and fairly; has no
10 interest antagonistic to other class members; and is represented by attorneys
11 who have substantial experience prosecuting, defending, resolving, and
12 litigating wage and hour class, collective, and representative actions in
13 California state and federal courts.

14 d. Superiority: A class action is superior to other means for adjudicating this
15 dispute. Individual joinder is impractical. Class treatment will allow for
16 common issues to be resolved in a single forum, simultaneously, and without
17 duplication of effort and expense.

18 e. Public Policy Considerations: Certification of this lawsuit as a class action
19 advances the State of California's strong public interest in ensuring its
20 approximately millions of employed residents are properly paid the wages they
21 earned for the hours they worked. Class actions provide a mechanism for
22 enforcement of labor laws and allow for vindication of employee rights by
23 unnamed class members.

24 24. Common questions of law and fact as to the class members predominate over questions
25 affecting only individual members. The common questions of law and fact exist as to whether the
26 employment policies and practices formulated by Defendants and applied to the class members
27 constitute violations of California law.

28 ///

GENERAL ALLEGATIONS

25. Plaintiff and the class members worked for Defendants as non-exempt employees and were compensated on an hourly basis.

26. Defendants failed to pay Plaintiff and the covered employees at the lawful minimum wage rate for all hours worked, resulting in unpaid minimum wages. Defendants accomplished this by failing to accurately keep track of all hours worked by Plaintiff and the covered employees and by unlawfully rounding time to the nearest fifteen-minute increment.

27. Plaintiff's experience serves as an illustrative example of these violations. Throughout his employment, Defendants instructed Plaintiff that his time would be rounded to the nearest fifteen minutes. Furthermore, Defendants failed to track actual hours worked and instead required Plaintiff and the covered employees to record exactly eight hours of work per day, regardless of their actual time spent working. Plaintiff's time records corroborate this unlawful practice, as they almost uniformly reflect exactly eight hours logged for every shift.

28. Defendants failed to pay Plaintiff and the covered employees overtime wages and the lawful rate of pay for overtime hours worked, resulting in unpaid overtime wages. Defendant's failure was the result of multiple unlawful practices, including the failure to maintain accurate records of all time worked as well as the failure to pay for all overtime hours at the regular rate of pay.

29. Plaintiff's employment exemplifies both of these unlawful practices. First, as alleged above, Defendants failed to compensate Plaintiff for all hours worked. When these unrecorded and unpaid hours pushed Plaintiff's total work time beyond eight hours in a single day or forty hours in a single week, Defendants subsequently failed to pay the required overtime premiums for those excess hours.

30. Defendants systematically failed to pay overtime at the lawful "regular rate of pay" when he was paid overtime. Plaintiff's wage statements are illustrative of this unlawful practice.

31. For example, during the pay period ending on March 31, 2025, Plaintiff earned two hours of overtime and was paid at a rate of \$40.51 per hour, which is exactly one-and-one-half times his base hourly rate of \$27.01. However, Defendants unlawfully excluded the "Health and Welfare" payment Plaintiff received during this same period (approximately \$6.19 per hour) from the regular

1 rate of pay. By failing to include all non-excludable remuneration in the regular rate, Defendants
2 systematically underpaid Plaintiff for overtime hours worked. Upon information and belief, this
3 unlawful regular rate calculation was a standardized practice applied to all covered employees.

4 32. Defendants failed to comply with California’s paid sick leave laws with respect to the
5 covered employees. First, Defendants failed to permit Plaintiff and the covered employees to accrue
6 sick leave based on all hours worked. Additionally, Defendants failed to compensate Plaintiff and the
7 covered employees for their paid sick leave at the proper rate of pay.

8 33. Plaintiff is a clear example of these violations. First, as discussed at length above,
9 Plaintiff was not paid for all hours worked throughout his employment due to Defendant’s failure to
10 record all hours worked by the Plaintiff. As a result of Defendant’s failure to record all hours worked,
11 Defendants also failed to provide Plaintiff with paid sick leave for all hours worked.

12 34. Further, even when Defendants provided Plaintiff with sick leave, Defendants failed to
13 properly compensate Plaintiff for his sick leave at the regular rate of pay or including all wages paid
14 in the prior 90 days. These can clearly be seen on Plaintiff’s wage statements.

15 35. For example, in the wage statement ending on March 15, 2025, it indicates that Plaintiff
16 used and was paid for his paid sick leave. However, Plaintiff’s paid sick leave was only paid at his
17 base hourly rate for this period - \$27.01 per hour. Despite being listed on the same wage statement,
18 Defendants failed to include Plaintiff’s “Health and Welfare” payment.

19 36. Defendants engaged in a practice of denying Plaintiff and the covered employees their
20 legally mandated meal periods. Further, even when Plaintiff and the covered employees were able to
21 take a meal period, such meal periods were often late, short, or interrupted by the work duties assigned
22 to Plaintiff and the covered employees by the Defendant.

23 37. Plaintiff’s experiences mirror those of the covered employees as a whole. Despite
24 consistently working shifts over six hours long, Defendants failed to maintain all records of the
25 Plaintiff’s meal periods, including the timing and length of all meal periods. Instead of tracking meal
26 periods, Defendants assumed each employee was able to take their meal period every applicable shift.

27 38. Plaintiff often missed his break due to excessive work assignments resulting from
28 Defendants chronic understaffing, and could not record a missed, short, or late meal period due to

1 Defendant's failure to track all time worked by Plaintiff and the covered employees. Additionally,
2 even when Plaintiff was able to take a meal break, Plaintiff was often interrupted and told to perform
3 work duties, such as unloading trucks. On many occasions, Plaintiff would begin a meal period after
4 the fifth hour of his work only to be instantly interrupted and forced to return to work without a meal
5 period.

6 39. Defendants consistently failed to supply Plaintiff and the covered employees with their
7 legally mandated rest periods. Despite working shifts that entitled Plaintiff and the covered employees
8 to rest periods, Defendants failed to permit Plaintiff and the covered employees to take complaint rest
9 periods within the required time.

10 40. Plaintiff is a clear example of these violations. Although Defendants claimed to permit
11 Plaintiff to take rest periods during his shifts (which often exceeded eight hours), Plaintiff was rarely
12 able to take these rest periods timely. Due to Defendants consistent practice of understaffing, Plaintiff
13 was rarely able to take his rest periods when required by law. Even when Plaintiff was able to take his
14 rest periods timely, he was frequently interrupted by the Defendants and required to perform his work
15 duties to compensate for Defendants chronic understaffing. Upon information and belief, Plaintiff's
16 experiences are consistent with the covered employees as a whole.

17 41. Defendants failed to pay all wages and premiums in each pay period in which such
18 wages were earned at the lawful rate, Defendants violated Labor Code section 204 and/or 204b (for
19 weekly employees, as applicable). Defendants violated Labor Code sections 204 and 204b by failing
20 to pay all wages and premiums owed on the regular pay days scheduled each pay period within seven
21 calendar days of the close of the payroll period, as a result of the policies and practices set forth in this
22 complaint.

23 42. Plaintiff and the covered employees were denied all wages owed to them for all hours
24 worked. Defendants failed to compensate Plaintiff and the covered employees all wages for all hours
25 worked off-the-clock (including time worked during meal periods, lost due to Defendants' rounding
26 practices, and lost due to Defendants' failure to track all hours worked), for all overtime hours worked
27 and all overtime hours worked at the proper rate of pay, for all meal and rest period premiums, and for
28 paid sick leave at the proper rates of pay. As a result of each of these violations, Defendants failed to

1 timely pay all wages owed during the employment of Plaintiff and the covered employees.

2 43. Defendants failed to pay all wages and premiums owed to covered employees during
3 their employment as set forth in this complaint, and also failed to timely pay those amounts to
4 departing employees upon separation of employment. Defendants did not pay waiting time penalties
5 for the late payments.

6 44. As described above, Plaintiff and the covered employees were denied all wages owed
7 to them for all hours worked. Defendants failed to compensate Plaintiff and the covered employees all
8 wages for all hours worked off-the-clock (including time worked during meal periods, lost due to
9 Defendants' rounding practices, and lost due to Defendants' failure to track all hours worked), for all
10 overtime hours worked and all overtime hours worked at the proper rate of pay, for all meal and rest
11 period premiums, and for paid sick leave at the proper rates of pay. As a result of each of these
12 violations, Defendants failed to timely pay all wages owed to Plaintiff and the covered class upon their
13 termination.

14 45. Defendants failed to provide accurate itemized wage statements to the covered
15 employees each pay period as a result of the policies and practices set forth in this complaint.
16 Defendants violated Labor Code section 226(a)(1) and (5) by not listing the correct "gross wages
17 earned" or "net wages earned," as the employees earned wages and premiums that were not paid,
18 resulting in an inaccurate reflection, and recording of "gross wages earned" on those wage statements.

19 46. Likewise, in violation of Labor Code section 226(a)(9), Defendants failed to state on
20 employee wage statements each pay period the applicable hourly rates in effect and the number of
21 hours worked at that rate, as Defendants failed to pay all wages and premiums owed to employees.
22 The amounts stated are instead depreciated and underpaid, resulting in an inaccurate reflection on the
23 pay stub.

24 47. Plaintiff and other covered employees cannot promptly and easily determine from the
25 wage statement alone the wages paid or earned without reference to other documents or information.
26 Indeed, these wage statement violations are significant because they sow confusion among Plaintiff
27 and other covered employees with respect to what amounts were owed and paid, at what rates, the
28 number of hours worked, and how those amounts were or should be calculated. The wage statements

1 reflect a false statement of earnings and concealed the underlying problems and underpayments of
2 employee wages.

3 48. Because of the policies and practices set forth in this complaint, including the failure
4 to accurately account for wages earned or hours worked, Defendants failed to accurately maintain
5 records in accordance with Labor Code section 1174 and the IWC Wage Orders.

6 **FIRST CAUSE OF ACTION**

7 **FAILURE TO PAY ALL WAGES OWED**

8 **Violation of Labor Code §§ 200, 218, 1194, 1194.2 and 1197**

9 **(All Claims Alleged by Plaintiff and Class Members Against All Defendants)**

10 49. All outside paragraphs of this Complaint are incorporated into this section.

11 50. This cause of action is brought pursuant to the IWC Wage Orders and Labor Code
12 §§ 200, 218, 1182.12, 1194, 1194.2, 1197, 1197.1 and 1198 and the IWC Wage Orders (the “Hours
13 and Days of Work” and “Minimum Wages” sections of the applicable orders), which require non-
14 exempt employees be timely paid at least the state or local minimum wage (if higher) for each hour of
15 work, and further provide a private right of action for an employer’s failure to pay all minimum wages
16 (plus liquidated damages). In addition to minimum wages, Labor Code § 200 states that “‘wages’
17 includes all amounts for labor performed by employees of every description, whether the amount is
18 fixed or ascertained by the standard of time, task, piece, commission basis, or other method of
19 calculation.”

20 51. Defendants willfully failed in their affirmative obligation to pay Plaintiff and class
21 members at least the lawful minimum wage for each hour worked in violation of Labor Code sections
22 1182.12, 1194, 1194.2, 1197, 1197.1 and 1198 and the IWC Wage Orders (the “Hours and Days of
23 Work” and “Minimum Wages” sections of the applicable orders), including payment at the lawful
24 local and county minimum wage ordinances in effect. As a result, Defendants are liable for all
25 associated damages, including liquidated damages for the minimum wage violations pursuant to Labor
26 Code § 1194.2.

27 52. Defendants’ unlawful acts and omissions deprived Plaintiff and class members of
28 minimum, regular and overtime wages in amounts to be determined at trial. Plaintiff and class

1 members are entitled to recover the full amount of the unpaid wages, plus liquidated damages in an
2 amount equal to the wages unlawfully unpaid (and interest thereon), in addition to interest, attorneys'
3 fees, and costs to the extent permitted by law, including under Labor Code sections 1194 and 1194.2,
4 218.6 and any other applicable statutes.

5 **SECOND CAUSE OF ACTION**

6 **FAILURE TO PAY ALL OVERTIME WAGES**

7 **Violation of Labor Code §§ 510 and 1194**

8 53. All outside paragraphs of this Complaint are incorporated into this section.

9 54. This cause of action is brought pursuant to the IWC Wage Orders and Labor Code
10 §§ 204, 510, 558, 1194, and 1198, which require non-exempt employees be timely paid overtime
11 wages all overtime hours worked, and which further provide a private right of action for an employer's
12 failure to pay all overtime compensation for overtime hours worked.

13 55. Defendants failed in their affirmative obligation to pay Plaintiff and class members no
14 less than one and one-half times their respective "regular rate of pay" for all hours worked in excess
15 of eight hours in one day, 40 hours in one week, or the first eight hours worked on the seventh day of
16 work in any one workweek, and no less than twice their respective "regular rate of pay" for all hours
17 over 12 hours in one day and any work in excess of eight hours on any seventh day of a workweek for
18 such hours worked, in violation of Labor Code sections 204, 510, 558, 1194, and 1198 and the IWC
19 Wage Orders (the "Hours and Days of Work" sections of the applicable orders).

20 56. Plaintiff and class members are entitled to recover the full amount of the unpaid
21 overtime, in addition to interest, statutory and civil penalties, and attorneys' fees, and costs to the
22 extent permitted by law.

23 **THIRD CAUSE OF ACTION**

24 **MEAL PERIOD VIOLATIONS**

25 **Violation of Labor Code §§ 226.7 and 512**

26 57. All outside paragraphs of this Complaint are incorporated into this section.

27 58. This cause of action is brought pursuant to the IWC Wage Orders and Labor Code
28 §§ 226.7, 558 and 512, which require non-exempt employees be provided complaint meal periods (or

meal period premiums in lieu thereof), and which further provide a private right of action for an employer's failure to lawfully provide all meal periods and/or pay meal period premiums at the lawful regular rate of compensation.

59. Defendants willfully failed in their affirmative obligation to consistently provide Plaintiff and class members compliant, duty-free meal periods of not less than 30 minutes beginning before the fifth hour of hour for each work period of more than five hours per day and a second duty-free meal period of not less than 30 minutes beginning before the tenth hour of hour of work in violation of Labor Code sections 226.7, 512, 558, 1198 and the IWC Wage Orders (the "Meal Periods" sections of the applicable orders).

60. Further, Defendants willfully failed in their affirmative obligation to consistently pay Plaintiff and class members one additional hour of pay at the respective regular rate of compensation for each workday that a fully compliant meal period was not provided, in violation of Labor Code sections 226.7, 512, 558, and 1198 and the IWC Wage Orders (the "Meal Periods" sections of the applicable orders).

61. Plaintiff and class members are entitled to recover the full amount of the meal period premiums owed, in addition to interest, statutory and civil penalties, and attorneys' fees, and costs to the extent permitted by law.

FOURTH CAUSE OF ACTION

REST PERIOD VIOLATIONS

Violation of Labor Code §§ 226.7 and 516

62. All outside paragraphs of this Complaint are incorporated into this section.

63. This cause of action is brought pursuant to the IWC Wage Orders and Labor Code §§ 226.7 and 516, which require non-exempt employees be authorized to take complaint rest periods (or rest period premiums in lieu thereof), and which further provide a private right of action for an employer's failure to lawfully provide all rest periods and/or pay rest period premiums at the lawful regular rate of compensation.

64. Defendants willfully failed in their affirmative obligation to consistently authorize and permit Plaintiff and class members to receive compliant, duty-free rest periods of not less than ten

(10) minutes for every four hours worked (or major fraction thereof) in violation of Labor Code sections 226.7, 516, 558, and 1198 and the IWC Wage Orders (the “Rest Periods” sections of the applicable orders).

65. Further, Defendants willfully failed in their affirmative obligation to consistently pay Plaintiff and class members one additional hour of pay at the respective regular rate of compensation for each workday that a fully compliant rest period was not provided, in violation of Labor Code sections 226.7, 516, 558, and 1198 and the IWC Wage Orders.

FIFTH CAUSE OF ACTION

FAILURE TO PAY ALL PAID SICK LEAVE WAGES

Violation of Labor Code §§ 200, 218, 246 *et seq.*

66. All outside paragraphs of this Complaint are incorporated into this section.

67. Defendants knowingly and intentionally failed in their affirmative obligation to pay sick leave wages to Plaintiff and a paid sick leave subclass in violation of Labor Code section 246 *et seq.* Paid sick leave earnings constitute wages for purposes of California wage and hour law. (*Murphy v. Kenneth Cole Productions, Inc.* (2007) 40 Cal.4th 1094, 1103 [“Courts have recognized that ‘wages’ also include those benefits to which an employee is entitled as a part of his or her compensation, including money, room, board, clothing, vacation pay, and sick pay”].)

68. Labor Code section 246(l), in conjunction with Labor Code section 248 *et seq.*, 248.1, 248.2, and 248.6, in addition to the applicable County sick pay ordinances in locales worked by class members, govern how Defendants were required to calculate paid sick leave.

69. Defendants failed to pay Plaintiff and class members their paid sick leave wages at one of the lawful rates set forth in the statute or ordinance because Defendants failed to include in their sick leave calculation the additional remuneration received by Plaintiff and class members (i.e., at the regular rate of pay and/or calculated based on total wages earned).

70. As a result, Defendants violated the Labor Code and are liable to Plaintiff and class members for underpaid sick leave wages, in addition to interest, attorneys’ fees, and costs.

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77. Defendants knowingly and intentionally failed in their affirmative obligation to provide accurate itemized wage statements to Plaintiff and class members resulting in injury to Plaintiff and class members. Specifically, the wage statements issued to Plaintiff and class members did not accurately state each pay period all of the information required by Labor Code § 226(a)(1)-(9).

78. Defendants' unlawful acts and omissions deprived Plaintiff and class members of accurate itemized wage statements, causing confusion and concealing wage and premium underpayments.

79. As a result, Plaintiff and class members are entitled to recover the statutory penalty of \$50 per employee for the initial pay period in which a violation occurred and \$100 per employee for each violation in a subsequent pay period, up to an aggregate penalty of \$4,000 per employee, in addition to interest, attorneys' fees, and costs to the extent permitted by law, including under Labor Code section 226(e).

EIGHTH CAUSE OF ACTION

WAITING TIME PENALTIES

Violation of Labor Code §§ 201 *et seq.*

80. All outside paragraphs of this Complaint are incorporated into this section.

81. This cause of action is brought by a waiting time subclass pursuant to Labor Code §§ 201 through 203, which require an employer to timely pay all wages earned upon termination of employment, and which further provide a private right of action to recover statutory waiting time penalties each day an employer fails to comply with this obligation, up to a maximum of 30 days wages.

82. Defendants willfully failed and continue to fail in their affirmative obligation to pay all wages earned and unpaid to Plaintiff and class members immediately upon termination of employment or within 72 hours thereafter for employees who did not provide at least 72 hours prior notice of his or her intention to quit, and further failed to pay those sums for 30 days thereafter in violation of Labor Code sections 201 through 203 and the IWC Wage Orders.

83. Plaintiff and class members are entitled to recover a waiting time penalty for a period of up to 30 days, in addition to interest, attorneys' fees, and costs to the extent permitted by law.

1 **NINTH CAUSE OF ACTION**

2 **UNFAIR COMPETITION**

3 **Violation of Business and Professions Code §§ 17200 *et seq.***

4 84. All outside paragraphs of this Complaint are incorporated into this section.

5 85. Defendants have engaged and continue to engage in unfair and/or unlawful business
6 practices in the State of California in violation of California Business and Professions Code § 17200
7 by committing the foregoing wage and hour violations alleged throughout this Complaint.

8 86. Defendants' dependence on these unfair and/or unlawful business practices deprived
9 Plaintiff and continue to deprive other class members of compensation to which they are legally
10 entitled, constitutes unfair and/or unlawful competition, and provides an unfair advantage to
11 Defendants over competitors who have been and/or are currently employing workers in compliance
12 with California's wage and hour laws. These failures constitute unlawful, deceptive, and unfair
13 business acts and practices in violation of Business and Professions Code section 17200 *et seq.*

14 87. Plaintiff is a victim of Defendants' unfair and/or unlawful conduct alleged in this
15 Complaint, and Plaintiff, as an individual and on behalf of others similarly situated, seeks full
16 restitution of the moneys as necessary and according to proof to restore all monies withheld, acquired,
17 and/or converted by Defendants pursuant to Business and Professions Code §§ 17203 and 17208.

18 88. Plaintiff does not have an adequate remedy at law for past or future violations, to the
19 extent the statute of limitations on each of the alleged causes of action do not extend to the four year
20 limitation provided under the UCL or to the extent the underlying Labor Code and IWC Wage Order
21 violations do not provide a private right of action.

22 89. Plaintiff and class members are entitled to injunctive relief against Defendants,
23 restitution, and other equitable relief to return all funds over which Plaintiff and class members have
24 an ownership interest and to prevent future damage and the public interest under Business and
25 Professions Code § 17200 *et seq.* Plaintiff and class members are further entitled to recover interest,
26 attorneys' fees, and costs to the extent permitted by law, including under Code of Civil Procedure
27 § 1021.5.

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1 **TENTH CAUSE OF ACTION**

2 **CIVIL PENALTIES UNDER THE PRIVATE ATTORNEYS GENERAL ACT**

3 **Violation of Labor Code §§ 2698 *et seq.***

4 **(By Plaintiff on Behalf of the State and the Aggrieved Employees Against All Defendants)**

5 90. All outside paragraphs of this Complaint are incorporated into this section.

6 91. Plaintiff brings this cause of action as a proxy for the State of California on behalf of
7 the following “aggrieved employees” pursuant to the Private Attorneys General Act (“PAGA”),
8 codified as Labor Code section 2698 *et seq.*:

9 a. All current and former non-exempt employees who worked for Defendants in
10 California at any time from one year prior to the postmark date of the initial
11 PAGA notice through date of trial.

12 92. Plaintiff reserves the right to amend, supplement, or add to this description of the
13 aggrieved employees, according to proof.

14 93. The State of California, via the Labor and Workforce Development Agency
15 (“LWDA”), is the real party in interest in this action with respect to this cause of action. (*Kim v. Reins*
16 *Int’l California, Inc.* (2020) 9 Cal. 5th 73, 81 [The “government entity on whose behalf the plaintiff
17 files suit is always the real party in interest.”])

18 94. Labor Code section 2699(a) provides: “Notwithstanding any other provision of law, any
19 provision of this code that provides for a civil penalty to be assessed and collected by the Labor and
20 Workforce Development Agency or any of its departments, divisions, commissions, boards, agencies,
21 or employees, for a violation of this code, may, as an alternative, be recovered through a civil action
22 brought by an aggrieved employee on behalf of the employee and other current or former employees
23 against whom a violation of the same provision was committed pursuant to the procedures specified in
24 Section 2699.3. “

25 95. Any allegations regarding violations of the IWC Wage Orders are enforceable as
26 violations of Labor Code section 1198, which states: “[t]he employment of any employee for longer
27 hours than those fixed by the order or under conditions of labor prohibited by the order is unlawful.”

28 96. Labor Code section 2699.3 sets forth the procedure for commencing an action for civil

1 penalties under the PAGA.

2 97. On or about **June 2, 2026**, Plaintiff paid the requisite PAGA filing fee and provided
3 written notice (by online electronic filing with the LWDA and by certified mail to Defendants) of
4 Defendants' alleged Labor Code violations, including the facts and theories to support the alleged
5 violations.

6 98. A true and correct copy of Plaintiff's written PAGA notice, entitled "Notice of Labor
7 Code Violations" is attached hereto as Exhibit 1 and incorporated by reference as though fully set
8 forth herein (the "PAGA notice").

9 99. To date, neither Plaintiff nor Plaintiff's counsel has received a response to Plaintiff's
10 written PAGA notice from the LWDA.

11 100. Within 33 calendar days of the postmark date of the notice sent by Plaintiff, neither
12 Plaintiff nor Plaintiff's counsel has received written notice by certified mail from any defendant
13 providing a description of any actions taken to cure the alleged violations.

14 101. Now that at least 65 days have passed from Plaintiff notifying Defendants of these
15 violations, without notice of cure from Defendants or notice from the LWDA of its intent to investigate
16 the alleged allegations and issue the appropriate citations to Defendants, Plaintiff exhausted all
17 prerequisites and commenced this civil action under Labor Code section 2699 *et seq.*

18 102. As set forth in the PAGA notice attached as Exhibit 1 and incorporated into this
19 Complaint, Defendants committed the following violations and are liable for all corresponding civil
20 penalties:

- 21 a. **Unpaid Hours Worked/Minimum Wage.** Violation of Labor Code §§ 1194,
22 1197, 1198; IWC Wage Orders.
- 23 b. **Unpaid Overtime.** Violation of Labor Code §§ 510, 1194, 1198; IWC Wage
24 Orders.
- 25 c. **Unpaid Paid Sick Leave.** Violation of Labor Code §§ 246 through 248.7.
- 26 d. **Unpaid Meal Period Premium Wages.** Violation of Labor Code §§ 226.7, 512,
27 1198; IWC Wage Orders.
- 28 e. **Unpaid Rest Period Premium Wages.** Violation of Labor Code §§ 226.7, 516,

1198; IWC Wage Orders.

f. ***Untimely Payment of Wages During Employment.*** Violation of Labor Code §§ 204, 204b, 210.

g. ***Untimely Payment of Wages Upon Separation of Employment.*** Violation of Labor Code §§ 201, 202, 203, 256.

h. ***Non-Compliant Wage Statements.*** Violation of Labor Code §§ 226, 226.3.

i. ***Failure to Maintain Accurate Records.*** Violation of Labor Code § 1174; IWC Wage Orders.

103. Plaintiff seeks to collect all recoverable civil penalties for the Labor Code violations alleged in this Complaint and the PAGA notice (including amendments thereto) against Defendants pursuant to Labor Code section 2699(a) and (f), in addition to attorneys' fees, costs, and interest to the extent permitted by law, including under Labor Code section 2699(k).

PRAYER

Plaintiff prays for judgment as follows:

- a. For certification of this action as a class action;
- b. For appointment of Plaintiff as the class representative;
- c. For appointment of above-captioned counsel for Plaintiff as Class Counsel;
- d. For division of class members into appropriate classes and/or subclasses according to proof;
- e. For recovery of all statutory penalties and liquidated damages;
- f. For disgorgement of all amounts wrongfully obtained to the extent permitted by law;
- g. For restitution and injunctive relief;
- h. For attorneys' fees and costs of suit, including expert fees, to the extent permitted by law, including (without limitation) under Labor Code §§ 218.5, 226, 1194, and Code of Civil Procedure § 1021.5.
- i. For recovery of damages in amount according to proof;
- j. For all recoverable pre- and post-judgment interest;
- k. For this action to be maintained as a representative action under the PAGA;

- 1 l. For Plaintiff and counsel of record to be provided with all enforcement capability as if
2 the action were brought by the State of California or the California Division of Labor
3 Enforcement;
4 m. For recovery of all civil penalties and other recoverable amounts under the PAGA;
5 n. For reasonable attorneys' fees and costs of suit, including expert fees, to the extent
6 permitted by law, associated with the PAGA claims pursuant to Labor Code § 2699,
7 and Code of Civil Procedure section 1021.5 and any other applicable sections; and
8 o. For such other relief the Court deems just and proper.

9
10 Dated: August 10, 2026

Ferraro Vega Employment Lawyers, Inc.

11 

12 _____
13 Troy Q. Strange
14 Lauren N. Vega
15 Nicholas J. Ferraro
16 *Attorneys for Plaintiff Ahmed Karoui*

EXHIBIT 1

Notice of Labor Code Violations

FERRARO VEGA

SAN DIEGO EMPLOYMENT LAWYERS

Nicholas J. Ferraro
nick@ferrarovega.com
Lauren N. Vega
lauren@ferrarovega.com

ATTORNEYS AT LAW
3333 Camino del Rio South, Suite 300
San Diego, California 92108

619-693-7727
619-350-6855 fax
ferrarovega.com

June 2, 2026

NOTICE OF LABOR CODE VIOLATIONS CALIFORNIA LABOR CODE SECTIONS 2698 *et seq.*

VIA CERTIFIED U.S. MAIL
- Electronic Return Receipt -

Totally Joined For Achieving
Collaborative Techniques
(TJFACT), LLC
235 Peachtree Street SE, Suite 2400
Atlanta, GA, 30303

PAGA Notice & Filing Fee -
Submitted electronically to the Labor and
Workforce Development Agency

Dear LWDA Officer and Company Representatives:

This letter serves as written notice under Labor Code section 2699.3 on behalf of **AHMED KAROUI** (“Plaintiff”) and all other “covered employees” of the following “Defendant(s)”:

TOTALLY JOINED FOR ACHIEVING COLLABORATIVE TECHNIQUES (TJFACT), LLC

Defendants shall mean and include the foregoing in addition to any other related employer entities, individuals under Labor Code sections 558 and 558.1, and all others who may be later added upon further investigation and discovery as liable employers.

This office serves as legal counsel for Plaintiff. If the California Labor and Workforce Development Agency (“LWDA”) does not investigate the facts, allegations, and violations set forth in this notice within the statutorily prescribed 65-day period under Labor Code section 2699.3, Plaintiff intends to commence a civil action against Defendants as a proxy and agent of the State of California under the Private Attorneys General Act (“PAGA”). “PAGA allows an ‘aggrieved employee’—a person affected by at least one Labor Code violation committed by an employer—to pursue penalties for all the Labor Code violations committed by that employer.” *Huff v. Securitas Security Services USA, Inc.* (2018) 23

Cal.App.5th 745, 751; *Kim v. Reins International California, Inc.* (2020) 9 Cal.5th 73, 79. Plaintiff maintains standing to pursue these claims against Defendants as an aggrieved employee.

Through this notice, Plaintiff requests that Defendants complete an internal investigation and audit of the wage and hour and employment practices at issue and make a good faith effort to correct any violations. Plaintiff attempts to identify the non-compliant policies and practices affecting the aggrieved employees so that the parties may resolve the underlying damages and penalties in judgment or settlement approved by the Superior Court of California under Labor Code section 2699(s). Defendants are notified that any attempt to resolve this case should be conducted in coordination with Plaintiff's counsel to protect the interests of Plaintiff, the aggrieved employees, and the State of California via the LWDA. Plaintiff advises Defendants this letter should be also considered a reasonable attempt at settlement of this matter, subject to an exchange of additional documents and information. *Graham v. Daimler Chrysler Corp.* (2004) 24 Cal.4th 553, 561.

- BACKGROUND -

Defendants employed Plaintiff during the PAGA Period in the position of Stock Clerk and Shipper Packer from about June 2023 to September 2025. During their employment Plaintiff and the other covered (i.e., aggrieved) employees were subject to the wage and hour and employment protections set forth in the California Labor Code and IWC Wage Orders.

Through this notice, Plaintiff informs the LWDA of the Labor Code violations set forth herein. The "aggrieved employees" include Plaintiff and the following individuals:

All current and former non-exempt employees who worked for Defendants in the State of California during the one-year period preceding the date of this notice through the current date and the date of trial in any pending action (the "covered employees" and the "PAGA Period"). As defined, these covered current and former employees are "aggrieved employees" under PAGA.

Plaintiff reserves the right to expand or narrow the definition of the "covered employees" in the forthcoming civil action. Furthermore, Plaintiff seeks all recoverable civil penalties for Defendants' violations and reserves the right to supplement this notice as further investigation is completed and further facts, witnesses, and violations are uncovered.

- PAGA CLAIMS -

Unpaid Hours Worked/Minimum Wage Violation of Labor Code §§ 1194, 1197, 1198; IWC Wage Orders

Defendants violated Labor Code sections 1194, 1197, and 1198, along with the California Minimum Wage Order, the applicable local minimum wage ordinances, and the "Hours and

Days of Work” and “Minimum Wages” sections of the applicable IWC Wage Orders with respect to the covered employees.

Labor Code section 1194 renders it unlawful for an employee to receive less than the legal minimum wage for hours worked in California. Labor Code section 1197 further mandates that “[t]he minimum wage for employees fixed by the commission is the minimum wage to be paid to employees, and the payment of a lower wage than the minimum so fixed is unlawful.” Labor Code section 1198 renders “employment of any employee for longer hours than those fixed by the order or under conditions of labor prohibited by the [IWC Wage Orders]” unlawful. The California Minimum Wage Order and the applicable sections of the IWC Wage Orders further require payment of minimum wages for all hours worked. The “Minimum Wages” sections of the applicable IWC Wage Order provide that “[e]very employer shall pay to each employee, on the established payday for the period involved, not less than the applicable minimum wage for all hours worked in the payroll period, whether the remuneration is measured by time, piece, commission, or otherwise.” The foregoing California wage laws require payment of “not less than the applicable minimum wage *for all hours worked* in the payroll period” and California law does not allow averaging of pay over the hours worked in the pay period, even if the total pay results in an average above the minimum wage. *Armenta v. Osmose, Inc.* (2005) 135 Cal.App.3d 314, 324. An employee is considered to be working for all hours the employer “suffer[s] or permit[s]” them to work. *Martinez v. Combs*, 49 Cal. 4th 35 (2010).

Defendants failed to pay Plaintiff and the covered employees at the lawful minimum wage rate for all hours worked, resulting in unpaid minimum wages. Defendants accomplished this by failing to accurately keep track of all hours worked by Plaintiff and the aggrieved employees and by unlawfully rounding time to the nearest fifteen-minute increment.

Plaintiff’s experience serves as an illustrative example of these violations. Throughout his employment, Defendants instructed Plaintiff that his time would be rounded to the nearest fifteen minutes. Furthermore, Defendants failed to track actual hours worked and instead required Plaintiff and the aggrieved employees to record exactly eight hours of work per day, regardless of their actual time spent working. Plaintiff’s time records corroborate this unlawful practice, as they almost uniformly reflect exactly eight hours logged for every shift.

TJFACT, LLC

Resource Timesheet

TJFACT

Resource: Karoui, Ahmed A.

Resource ID: 100999

Class: Full-Time Hourly Non-Exempt

Printed: 03/24/26 02:21 PM

Revision: 1

Schedule: Semi-Monthly - DLA

Period Ending: 05/31/25

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Line No	Project	Charge Description	Fri 05/16	Sat 05/17	Sun 05/18	Mon 05/19	Tue 05/20	Wed 05/21	Thu 05/22	Fri 05/23	Sat 05/24	Sun 05/25	Mon 05/26	Tue 05/27	Wed 05/28	Thu 05/29	Fri 05/30	Sat 05/31	Line Totals
	PLC																		
	Pay Type																		
1	100019001.0003	DLA - CHASD 1621 OY3	8.00			8.00	8.00	8.00	8.00	8.00				8.00	8.00	8.00	8.00		80.00
	STCLRG																		
	R																		
2	LEAVE0.HOL	Leave - Holiday											8.00						8.00
	HOL																		

As a result of these practices, Plaintiff and the aggrieved employees were denied pay for time worked. .

As a result, Plaintiff may recover civil penalties as an individual and on behalf of the State of California and the covered employees, up to the maximum amount allowed as set forth under the Labor Code.

Unpaid Overtime
Violation of Labor Code §§ 510, 1194, 1198; IWC Wage Orders

Defendants violated Labor Code sections 510, 1194, and 1198, along with the “Hours and Days of Work” sections of the applicable IWC Wage Orders with respect to the covered employees.

Labor Code section 510 requires “[a]ny work in excess of eight hours in one workday and any work in excess of 40 hours in any one workweek and the first eight hours worked on the seventh day of work in any one workweek shall be compensated at the rate of no less than one and one-half times the regular rate of pay for an employee;” and “any work in excess of 12 hours in one day shall be compensated at the rate of no less than twice the regular rate of pay for an employee;” and “any work in excess of eight hours on any seventh day of a workweek shall be compensated at the rate of no less than twice the regular rate of pay of an employee.” Labor Code section 1194 renders it unlawful for an employee to receive less than the legal overtime rate for overtime hours worked in California. Labor Code section 1198 renders “employment of any employee for longer hours than those fixed by the order or under conditions of labor prohibited by the [IWC Wage Orders]” unlawful. The IWC Wage Orders further require payment of overtime wages for all overtime hours worked, including the “Hours and Days of Work” sections. An employee’s “regular rate” includes all amounts earned for the employee’s work performed in a given period. *Alvarado v. Dart Container Corp. of Cal.*, 4 Cal. 5th 542 (2018).

Defendants failed to pay Plaintiff and the covered employees overtime wages and the lawful rate of pay for overtime hours worked, resulting in unpaid overtime wages. Defendant's failure was the result of multiple unlawful practices, including the failure to maintain accurate records of all time worked as well as the failure to pay for all overtime hours at the regular rate of pay.

Plaintiff’s employment exemplifies both of these unlawful practices. First, as alleged above, Defendants failed to compensate Plaintiff for all hours worked. When these unrecorded and unpaid hours pushed Plaintiff’s total work time beyond eight hours in a single day or forty hours in a single week, Defendants subsequently failed to pay the required overtime premiums for those excess hours.

Second, Defendants systematically failed to pay overtime at the lawful “regular rate of pay.” For instance, as reflected in Plaintiff’s wage statement below:

Further, Defendants failed to properly pay the Plaintiff at the regular rate of pay when he was paid overtime. For example, Plaintiff's wage statement below.



TOT - Totally Joined for Achieving Colla
235 Peachtree Street, SE
Suite 2400
Atlanta, GA 30303-2971

Pay Statement

Period Start Date 03/16/2025
Period End Date 03/31/2025
Pay Date 04/10/2025
Document 161787766
Net Pay \$1,862.21

Pay Details

AHMED AZIZ KAROUI 6023 VISTA SAN ISIDRO SAN DIEGO, CA 92154 USA	Employee Number 000000962 SSN XXX-XX-XXXX Job Shipping Packer Pay Rate \$27.01 Pay Frequency Semi-Monthly	Pay Group Hourly DLA Location DLA San Diego Department 0334 - DLA - ACI - San Diego
---	---	---

Earnings

Pay Type	Hours	Current	YTD
Health & Welfare	88.000000	\$544.72	\$3,763.52
Holiday	0.000000	\$0.00	\$864.32
Overtime	2.000000	\$81.03	\$121.55
Paid Time Off	0.000000	\$0.00	\$1,323.49
Regular Pay	88.000000	\$2,376.88	\$13,626.54
Sick	0.000000	\$0.00	\$607.73

Total Hours Worked 0.000000 Total Hours 90.000000

During this pay period, Plaintiff earned two hours of overtime and was paid at a rate of \$40.51 per hour, which is exactly one-and-one-half times his base hourly rate of \$27.01. However, Defendants unlawfully excluded the “Health and Welfare” payment Plaintiff received during this same period (approximately \$6.19 per hour) from the regular rate of pay. By failing to include all non-excludable remuneration in the regular rate, Defendants systematically underpaid Plaintiff for overtime hours worked. Upon information and belief, this unlawful regular rate calculation was a standardized practice applied to all aggrieved employees.

As a result of these violations, Plaintiff is entitled to recover civil penalties individually, and on behalf of the State of California and all aggrieved employees, up to the maximum amount permitted under the Labor Code.

Unpaid Paid Sick Leave **Violation of Labor Code §§ 246 through 248.7**

Defendants violated Labor Code sections 246 through 248.7 with respect to the covered employees.

Labor Code section 246 requires employers to provide paid sick leave to its workforce on the terms set forth in the statute. Employers must comply with the accrual, use, and notice provisions of Labor Code sections 246, 246.5, 247, and must further ensure that they maintain the paid sick leave records required by Labor Code section 247.5. Employers have the option of providing 40 hours of paid sick leave to employees or to allow employees to accrue paid sick leave each pay period. If an employer chooses the accrual method, employees must accrue sick leave at a rate of one hour for every thirty hours worked in a given pay period as set forth in Labor Code section 246(b)(1). Under the accrual method, employees must begin accruing paid sick leave at the commencement of employment.

Employers must pay sick leave in accordance with one of the three permissible methods provided in Labor Code section 246(l): (1) “the same manner as the regular rate of pay for the workweek;” (2) “by dividing the employee’s total wages, not including overtime premium pay, by the employee’s total hours worked in the full pay periods of the prior 90 days;” or (3) “for exempt employee ... in the same manner as the employer calculates wages for other forms of paid leave time.” Labor Code sections 248.6 and 248.7 similarly require paid sick leave to be paid at a regular rate-based calculation in excess of the base hourly rate and at the lawful accrual rate.

Under Labor Code section 246(i), employers must provide employees “with written notice of the amount of paid sick leave available ... for use on either the employee’s itemized wage statement ... or in a separate writing provided on the designated pay date with the employee’s payment of wages.”

Defendants failed to comply with California’s paid sick leave laws with respect to the covered employees. First, Defendants failed to permit Plaintiff and the aggrieved employees to accrue sick leave based on all hours worked. Additionally, Defendants failed to compensate Plaintiff and the aggrieved employees for their paid sick leave at the proper rate of pay.

Plaintiff is a clear example of these violations. First, as discussed at length above, Plaintiff was not paid for all hours worked throughout his employment due to Defendant’s failure to record all hours worked by the Plaintiff. As a result of Defendant’s failure to record all hours worked, Defendants also failed to provide Plaintiff with paid sick leave for all hours worked. Further, even when Defendants provided Plaintiff with sick leave, Defendants failed to properly compensate Plaintiff for his sick leave at the regular rate of pay or including all wages paid in the prior 90 days. These can clearly be seen on Plaintiff’s wage statements.



TOT - Totally Joined for Achieving Colla
235 Peachtree Street, SE
Suite 2400
Atlanta, GA 30303-2971

Pay Statement	
Period Start Date	03/01/2025
Period End Date	03/15/2025
Pay Date	03/25/2025
Document	158562543
Net Pay	\$1,651.02

Pay Details

AHMED AZIZ KAROUI
6023 VISTA SAN ISIDRO
SAN DIEGO, CA 92154
USA

Employee Number 000000962
SSN XXX-XX-XXXX
Job Shipping Packer
Pay Rate \$27.01
Pay Frequency Semi-Monthly

Pay Group Hourly DLA
Location DLA San Diego
Department 0334 - DLA - ACI - San Diego

Earnings

Pay Type	Hours	Current	YTD
Health & Welfare	80.000000	\$495.20	\$3,218.80
Holiday	0.000000	\$0.00	\$864.32
Overtime	0.000000	\$0.00	\$40.52
Paid Time Off	9.000000	\$243.09	\$1,323.49
Regular Pay	64.000000	\$1,728.64	\$11,249.66
Sick	7.000000	\$189.07	\$607.73

Total Hours Worked 0.000000

Total Hours 80.000000

The above wage statement from March of 2025 indicates that Plaintiff used and was paid for his paid sick leave. However, Plaintiff's paid sick leave was only paid at his base hourly rate for this period - \$27.01 per hour. Despite being listed on the same wage statement, Defendants failed to include Plaintiff's "Health and Welfare" payment. Therefore, Defendants failed to include

As a result, Plaintiff may recover civil penalties as an individual and on behalf of the State of California and the covered employees, up to the maximum amount allowed as set forth under the Labor Code.

Unpaid Meal Period Premium Wages **Violation of Labor Code §§ 226.7, 512, 1198; IWC Wage Orders**

Defendants violated Labor Code sections 226.7, 512, and 1198, along with the related sections of the IWC Wage Orders with respect to the covered employees.

Labor Code section 512 and the IWC Wage Orders require that employers provide an uninterrupted 30-minute meal period after no more than five hours of work and a second meal period after no more than 10 hours of work. *See Brinker Restaurant Corp. v. Superior Court* (2012) 53 Cal.4th 1004, 1049. Labor Code section 226.7 requires that if a meal period is late, missed, short, or interrupted, the employer must pay one additional hour of pay at the employee's "regular rate" of compensation. *Ferra v. Loews Hollywood Hotel, LLC* (2021) 11 Cal.5th 858, 862 ("We hold that the terms are synonymous: "regular rate of compensation" under section 226.7(c), like "regular rate of pay" under section 510(a), encompasses all nondiscretionary payments, not just hourly wages"). "[T]ime records showing noncompliant meal periods raise a rebuttable presumption of meal period violations, including at the

summary judgment stage.” *Donohue v. AMN Services, LLC* (2021) 11 Cal.5th 58, 61. Labor Code section 1198 renders “employment of any employee for longer hours than those fixed by the order or under conditions of labor prohibited by the [IWC Wage Orders]” unlawful. The IWC Wage Orders, including Section 11 (Meal Periods), further require one uninterrupted 30-minute meal period after no more than five hours of work and a second meal period after no more than 10 hours of work and an additional hour of pay at the employee’s regular rate of compensation for each workday that a compliant meal period is not provided. Pursuant to Section 11(A) of the IWC Wage Orders, the California Supreme Court has held that the on-duty meal period exception is “exceedingly narrow” and applies only when (1) “the nature of the work prevents the employee from being relieved of all duty” and (2) *both* “the employer and employee have agreed, in writing, to the on-duty meal period.” *Augustus v. AMB Security Services, Inc.* (2016) 2 Cal.5th 257, 266-276 (emphasis added). If these two requirements are not met, then the employer owes the employee one hour of premium pay for each non-compliant meal period taken under the purported on-duty meal arrangement. *Naranjo v. Spectrum Security Services, Inc.* (2019) 40 Cal.5th 444, 459. Where an employer’s records do not show a compliant meal period on shifts over five hours long, there is a presumption that the employee was not relieved of duty and no meal period was provided. *Donohue v. AMN Servs., LLC*, 11 Cal. 5th 58 (2021).

Defendants engaged in a practice of denying Plaintiff and the aggrieved employees their legally mandated meal periods. Further, even when Plaintiff and the aggrieved employees were able to take a meal period, such meal periods were often late, short, or interrupted by the work duties assigned to Plaintiff and the aggrieved employees by the Defendant.

Plaintiff’s experiences mirror those of the aggrieved employees as a whole. Despite consistently working shifts over six hours long, Defendants failed to maintain all records of the Plaintiff’s meal periods, including the timing and length of all meal periods. Instead of tracking meal periods, Defendants assumed each employee was able to take their meal period every applicable shift. Plaintiff often missed his break due to excessive work assignments resulting from Defendants chronic understaffing, and could not record a missed, short, or late meal period due to Defendant’s failure to track all time worked by Plaintiff and the aggrieved employees. Additionally, even when Plaintiff was able to take a meal break, Plaintiff was often interrupted and told to perform work duties, such as unloading trucks. On many occasions, Plaintiff would begin a meal period after the fifth hour of his work only to be instantly interrupted and forced to return to work without a meal period.

As a result, Plaintiff may recover civil penalties as an individual and on behalf of the State of California and the covered employees, up to the maximum amount allowed as set forth under the Labor Code.

Unpaid Rest Period Premium Wages
Violation of Labor Code §§ 226.7, 516, 1198; IWC Wage Orders

Defendants violated Labor Code sections 226.7, 516, and 1198, and the related sections of the IWC Wage Orders with respect to Plaintiff and the covered employees.

Labor Code sections 226.7 and 516 and the IWC Wage Orders require that employers authorize and permit an uninterrupted 10-minute rest period for each four-hour period (or major fraction thereof) that an employee works. Labor Code section 226.7 requires that if a rest period is non-compliant, the employer must pay one additional hour of pay at the employee's "regular rate" of compensation. *Ferra v. Loews Hollywood Hotel, LLC* (2021) 11 Cal.5th 858, 862 ("We hold that the terms are synonymous: "regular rate of compensation" under section 226.7(c), like "regular rate of pay" under section 510(a), encompasses all nondiscretionary payments, not just hourly wages"). Labor Code section 1198 renders "employment of any employee for longer hours than those fixed by the order or under conditions of labor prohibited by the [IWC Wage Orders]" unlawful. The IWC Wage Orders, including Section 12 (Rest Periods), further require one uninterrupted 10-minute rest period for each four-hour period (or major fraction thereof) worked and an additional hour of pay at the employee's regular rate of compensation for each workday that a compliant rest period is not authorized or permitted.

Defendants consistently failed to supply Plaintiff and the aggrieved employees with their legally mandated rest periods. Despite working shifts that entitled Plaintiff and the aggrieved employees to rest periods, Defendants failed to permit Plaintiff and the aggrieved employees to take complaint rest periods within the required time.

Plaintiff is a clear example of these violations. Although Defendants claimed to permit Plaintiff to take rest periods during his shifts (which often exceeded eight hours), Plaintiff was rarely able to take these rest periods timely. Due to Defendants consistent practice of understaffing, Plaintiff was rarely able to take his rest periods when required by law. Even when Plaintiff was able to take his rest periods timely, he was frequently interrupted by the Defendants and required to perform his work duties to compensate for Defendants chronic understaffing. Upon information and belief, Plaintiff's experiences are consistent with the aggrieved employees as a whole.

As a result, Plaintiff may recover civil penalties as an individual and on behalf of the State of California and the covered employees, up to the maximum amount allowed as set forth under the Labor Code.

Untimely Payment of Wages During Employment
Violation of Labor Code §§ 204, 204b, 210

Defendants violated Labor Code sections 204 and/or 204b and 210, as applicable, with respect to Plaintiff and the covered employees.

Labor Code section 204(a) requires payment of “all wages” for non-exempt employees at least twice each calendar month. Labor Code section 204(d) states all wages due must be paid “not more than seven calendar days following the close of the payroll period.” Labor Code section 204b applies to employees paid on a weekly basis and also requires the payment for all labor within the required pay periods. Labor Code section 210 provides “every person who fails to pay the wages of an employee as provided in Section ... 204 ... shall be subject to a civil penalty” of \$100 for an initial violation and \$200 plus 25% of the amount unlawfully withheld for a subsequent violation.

Because Defendants failed to pay all wages and premiums in each pay period in which such wages were earned at the lawful rate, Defendants violated Labor Code section 204 and/or 204b (for weekly employees, as applicable). Defendants violated Labor Code sections 204 and 204b by failing to pay all wages and premiums owed on the regular pay days scheduled each pay period within seven calendar days of the close of the payroll period, as a result of the policies and practices set forth in this notice.

As described above, Plaintiff and the aggrieved employees were denied all wages owed to them for all hours worked. Defendants’ have failed to Plaintiff and the aggrieved employees all wages for all hours worked off-the-clock (including time worked during meal periods, lost due to Defendants’ rounding practices, and lost due to Defendants’ failure to track all hours worked), for all overtime hours worked and all overtime hours worked at the proper rate of pay, for all meal and rest period premiums, and for paid sick leave at the proper rates of pay. As a result of each of these violations, Defendants failed to timely pay all wages owed during the employment of Plaintiff and the aggrieved class.

As a result, Plaintiff may recover civil penalties as an individual and on behalf of the State of California and the covered employees, up to the maximum amount allowed as set forth under the Labor Code.

Untimely Payment of Wages Upon Separation of Employment
Violation of Labor Code §§ 201, 202, 203, 256

Defendants violated Labor Code sections 201, 202, and 203 with respect to the covered employees by failing to pay all wages and premiums owed upon termination of employment.

Labor Code section 201 requires that if an employer fires an employee, the wages must be paid immediately. Labor Code section 202 requires that if an employee quits without providing 72 hours’ notice, his or her wages must be paid no later than 72 hours thereafter.

Labor Code section 202 states that if an employee provides 72 hours' notice, the final wages are payable upon his or her final day of employment. Labor Code section 203 requires an employer who fails to comply with Labor Code sections 201 or 202 to pay a waiting time penalty for each employee, up to a period of 30 days additional compensation.

Defendants failed to pay all wages and premiums owed to covered employees during their employment as set forth in this notice, and also failed to timely pay those amounts to departing employees upon separation of employment. Defendants did not pay waiting time penalties for the late payments. As a result, Defendants violated Labor Code sections 201, 202, and 203.

As described above, Plaintiff and the aggrieved employees were denied all wages owed to them for all hours worked. Defendants' have failed to Plaintiff and the aggrieved employees all wages for all hours worked off-the-clock (including time worked during meal periods, lost due to Defendants' rounding practices, and lost due to Defendants' failure to track all hours worked), for all overtime hours worked and all overtime hours worked at the proper rate of pay, for all meal and rest period premiums, and for paid sick leave at the proper rates of pay. As a result of each of these violations, Defendants failed to timely pay all wages owed to Plaintiff and the aggrieved class upon their termination.

As a result, Plaintiff may recover civil penalties as an individual and on behalf of the State of California and the covered employees, up to the maximum amount allowed as set forth under the Labor Code.

Non-Compliant Wage Statements **Violation of Labor Code §§ 226, 226.3**

Defendants violated Labor Code sections 226(a) and 226.3 with respect to the covered employees by failing to furnish itemized wage statements each pay period that accurately list all information required by Labor Code section 226(a)(1) through (9).

Labor Code section 226(a) requires an employer to furnish wage statements to employees semimonthly or at the time of each payment of wages, "an accurate itemized statement in writing showing:" (1) gross wages earned, (2) total hours worked, (3) the number of piece rate units earned and applicable piece-rate in effect, (4) all deductions, (5) net wages earned, (6) the inclusive dates of the pay period, (7) the name of the employee and last four digits of SSN or an EIN, (8) the name and address of the legal name of the employer, and (9) all applicable hourly rates in effect during the pay period and the number of hours worked at each hourly rate by the employee.

Defendants failed to provide accurate itemized wage statements to the covered employees each pay period as a result of the policies and practices set forth in this notice. Defendants violated Labor Code section 226(a)(1) and (5) by not listing the correct "gross wages earned" or "net wages earned," as the employees earned wages and premiums that were not paid,

resulting in an inaccurate reflection, and recording of “gross wages earned” on those wage statements. Likewise, in violation of Labor Code section 226(a)(9), Defendants failed to state on employee wage statements each pay period the applicable hourly rates in effect and the number of hours worked at that rate, as Defendants failed to pay all wages and premiums owed to employees. The amounts stated are instead depreciated and underpaid, resulting in an inaccurate reflection on the pay stub.

As described above, Plaintiff and the aggrieved employees were denied all wages owed to them for all hours worked. Defendants’ have failed to Plaintiff and the aggrieved employees all wages for all hours worked off-the-clock (including time worked during meal periods, lost due to Defendants’ rounding practices, and lost due to Defendants’ failure to track all hours worked), for all overtime hours worked and all overtime hours worked at the proper rate of pay, for all meal and rest period premiums, and for paid sick leave at the proper rates of pay. As a result of each of these violations, Defendants failed to provide Plaintiff and the aggrieved class with compliant wage statements reflecting their hours worked and wages earned.

Plaintiff and other covered employees cannot promptly and easily determine from the wage statement alone the wages paid or earned without reference to other documents or information. Indeed, these wage statement violations are significant because they sow confusion among Plaintiff and other covered employees with respect to what amounts were owed and paid, at what rates, the number of hours worked, and how those amounts were or should be calculated. The wage statements reflect a false statement of earnings and concealed the underlying problems and underpayments of employee wages.

As a result, Plaintiff may recover civil penalties as an individual and on behalf of the State of California and the covered employees, up to the maximum amount allowed as set forth under the Labor Code.

Failure to Maintain Accurate Records **Violation of Labor Code § 1174; IWC Wage Orders**

Defendants violated Labor Code sections 1174 and the IWC Wage Orders by failing to maintain accurate employee payroll records with respect to Plaintiff and other covered employees.

Labor Code section 1174 requires that employers maintain accurate “payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments.” Section 7(A) of the IWC Wage Orders, which may be enforced through Labor Code section 1198, mandates similar recordkeeping obligations.

Because of the policies and practices set forth in this notice, including the failure to accurately account for wages earned or hours worked, Defendants failed to accurately maintain records in accordance with Labor Code section 1174 and the IWC Wage Orders.

As a result, Plaintiff may recover civil penalties as an individual and on behalf of the State of California and the covered employees, up to the maximum amount allowed as set forth under the Labor Code.

Attorneys' Fees and Costs
Labor Code § 2699(k)(1)

Plaintiff has been compelled to retain the services of counsel to protect the interests of other covered employees and the State of California. Plaintiff continues to incur attorneys' fees and costs, which are recoverable under California law, including Labor Code section 2699(k)(1).

- LITIGATION HOLD NOTICE -

This letter imposes a duty upon all defendants and their respective employees, officers, directors, executives, attorneys, human resource and payroll personnel, accountants, and other agents to preserve all physical and electronic evidence, including electronically stored information and emails, which relate to the employment of Plaintiff and the covered employees specified in this notice. Evidence includes, but is not limited to, Defendants' written employment and payroll policies and handbooks; the covered employees' personnel files and payroll records, such as paystubs, time records, wage statements, compensation reports, as well as the underlying electronic data in Excel or similar format. Memoranda and internal and external correspondence relating to the subject matter of this notice shall also be maintained. Failure to preserve and retain relevant evidence may constitute spoliation of evidence and result in an adverse inference or sanctions.

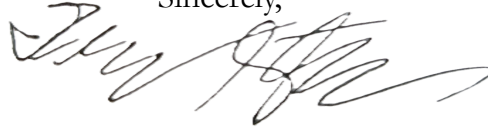
If you have any questions regarding the scope of your obligations to preserve evidence, please consult your legal counsel and always err on the side of caution. Periodic or regularly scheduled purges or deletions of information covered by this hold must be suspended immediately.

- CONCLUSION -

If the LWDA does not pursue enforcement, Plaintiff intends to bring representative claims on behalf of the State of California and the covered employees seeking civil penalties for violations of the Labor Code and the IWC Wage Orders, along with attorneys' fees, costs, interest, and other appropriate relief.

Please advise if the LWDA intends to investigate any of the factual or legal allegations set forth in this notice. Defendants may contact Plaintiff's counsel with any questions regarding this letter or the forthcoming lawsuit.

Sincerely,

A handwritten signature in black ink, appearing to read 'Troy Q. Strange', with a stylized, cursive script.

Troy Q. Strange

Cc Plaintiff Ahmed Karoui
HR - mdixon@accentcontrols.com | khowell@tjfact.com