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County of Los Angeles
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David W. Slayton,
Executive Officer/Clerk of Court,
By Y. Tarasyuk, Deputy Clerk

Attorney for PLAINTIFF,
EMMA ABDOULKERIM HASSAN

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

EMMA ABDOULKERIM HASSAN, an
individual, and as an aggrieved employee on
behalf of the State of California and all other
aggrieved employees,

Plaintiff,

vs.

AMERICAN HERITAGE PROTECTION
SERVICES, INC., a California
corporation; and DOES 1 through 50,
inclusive,

Defendant(s).

Case No.: **26STCV23465**

**COMPLAINT FOR DAMAGES
AND REPRESENTATIVE ACTION**

- 1) Failure to Pay Minimum and Straight-Time Wages (Lab. Code §§ 1194, 1197, 1198)
- 2) Failure to Pay Overtime and Double Time Wages (Lab. Code § 510)
- 3) Meal Period Violations (Lab. Code §§ 226.7, 512)
- 4) Rest Period Violations (Lab. Code § 226.7)
- 5) Failure to Furnish Accurate Itemized Wage Statements (Lab. Code §§ 226(a), 226(e))
- 6) Failure to Pay All Wages During Employment (Lab. Code §§ 204, 210)
- 7) Failure to Pay All Wages Due Upon Separation (Lab. Code §§ 201, 203)
- 8) Unfair Business Practices (Bus. & Prof. Code § 17200 et seq.)
- 9) PAGA Civil Penalties (Lab. Code § 2699 et seq.)

**Jury Trial Demanded as to Individual
Claims Only**

1 Plaintiff EMMA ABDOULKERIM HASSAN, on behalf of himself and, as to the
2 representative claim under PAGA, the State of California and other aggrieved employees,
3 complains and alleges as follows:

4 1. Plaintiff Emma Abdoukerim Hassan (“Plaintiff” or “Mr. Hassan”) brings this
5 action individually and as a representative action on behalf of the State of California and all
6 aggrieved employees pursuant to the Private Attorneys General Act of 2004 (“PAGA”), California
7 Labor Code sections 2698 through 2699.8, against Defendants American Heritage Protection
8 Services, Inc. (“American Heritage”), and DOES 1 through 50, inclusive (collectively,
9 “Defendants”).
10

11 2. This action arises from Defendants’ compensation, timekeeping, overtime, meal-
12 period, rest-break, premium pay, wage-statement, recordkeeping, and pay practices during/upon
13 separation of Plaintiff’s employment as a non-exempt, hourly Security Officer at Defendants’
14 California worksites.
15

16 3. Defendants maintained common policies and practices that resulted in unpaid
17 minimum and straight-time wages, unpaid overtime wages, missed and noncompliant meal and
18 rest periods, inaccurate wage statements, incomplete payroll records, untimely wage payments,
19 and incomplete final wages. Plaintiff is informed and believes, and on that basis alleges, that these
20 practices were applied across other California worksites to other non-exempt, hourly employees,
21 including security officers, and other hourly staff.
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23 4. Plaintiff also seeks civil penalties under PAGA for the Labor Code and Wage Order
24 violations described in the May 12, 2026, PAGA notice served on the Labor and Workforce
25 Development Agency (“LWDA”) and Defendants. More than the statutory response period has
26 elapsed, and Plaintiff is informed and believes that neither the LWDA nor Defendants provided a
27 response that would preclude this representative action.
28

PARTIES

5. Plaintiff is, and at all relevant times was, an individual residing in California. Plaintiff was employed by Defendants in California as a non-exempt, hourly-paid Security Officer from approximately September 2024, through April 24, 2026.

6. Plaintiff is informed and believes, and on that basis alleges, that Defendant American Heritage is and was at all relevant times a corporation authorized to do business in California, with its principal place of business at 9221 Corbin Avenue, Suite 105, Northridge, California 91324 (the "Property"), and engaged in the business of providing private security services at client sites throughout California, including sites in Santa Rosa, Dinuba, and Riverside, California. American Heritage issued Plaintiff's wages and was Plaintiff's employer during the relevant period.

7. Plaintiff is ignorant of the true names and capacities of Defendants sued herein as DOES 1 through 50, inclusive, and therefore sues such defendants by fictitious names. Plaintiff will amend this Complaint to allege their true names and capacities when ascertained. Plaintiff is informed and believes, and on that basis alleges, that each Doe Defendant was responsible in some manner for the occurrences alleged herein and proximately caused Plaintiff's injuries and damages.

8. Plaintiff is informed and believes, and based thereon alleges, that at all relevant times each Defendant was the agent, employee, partner, joint venturer, alter ego, parent, subsidiary, affiliate, successor, predecessor, representative, joint employer, and/or co-conspirator of every other Defendant, and in doing the things alleged herein was acting within the course and scope of that relationship and with the knowledge, consent, authorization, and ratification of the others.

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JURISDICTION AND VENUE

9. This Court has jurisdiction over this action because Plaintiff seeks statutory damages, restitution, penalties, injunctive and other equitable relief, attorneys' fees, costs, and civil penalties under PAGA.

10. Venue is proper in Los Angeles County pursuant to Code of Civil Procedure section 395.5 because Defendant American Heritage Protection Services, Inc.'s principal place of business is located in Los Angeles County at 9221 Corbin Avenue, Suite 105, Northridge, California 91324.

PAGA ADMINISTRATIVE EXHAUSTION

11. On May 12, 2026, Plaintiff, through counsel, submitted a written PAGA notice to the LWDA via online submission and served the notice on Defendants American Heritage by certified mail, as required by Labor Code section 2699.3.

12. The PAGA notice set forth the facts and theories of California Labor Code violations alleged against Defendants, including violations of Labor Code sections 201, 203, 204, 210, 226(a), 226.7, 510, 512, 558, 1174(d), 1194, 1197, and 1198, and the applicable IWC Wage Order No. 4-2001.

13. More than 65 calendar days have elapsed since the PAGA notice was submitted to the LWDA. The LWDA has not provided notice that it intends to investigate the alleged violations. Defendants have not submitted any cure notice or proposal to cure, have not cured any alleged violation for which cure is permitted, and have not otherwise responded in a manner that bars this action.

14. Plaintiff has satisfied all prerequisites to maintaining a PAGA action pursuant to Labor Code section 2699.3 and is authorized to commence this civil action to recover civil penalties on behalf of the State of California and all Aggrieved Employees.

15. Plaintiff brings this action individually and, as to his representative claim under the PAGA, on behalf of the State of California and all other current and former non-exempt and/or hourly-paid employees who were employed by Defendant in California and subjected to one or more of the same Labor Code violations alleged herein (the “Aggrieved Employees”). As to Plaintiff, the applicable PAGA period commences on May 12, 2025, one year before the date on which Plaintiff submitted his PAGA notice to the Labor and Workforce Development Agency (“LWDA”), and continues through April 24, 2026, the last day of Plaintiff’s employment. As to the Aggrieved Employees, the applicable PAGA period commences on May 12, 2025, and, because the unlawful policies and practices alleged herein are ongoing and continuing, continues through the date of trial (collectively, the “PAGA Period”). Consistent with the scope of Plaintiff’s PAGA notice, the Aggrieved Employees include all such non-exempt and/or hourly-paid employees who, during the PAGA Period, were subjected to one or more of Defendant’s policies and practices resulting in the failure to pay all minimum, straight-time, overtime, and double-time wages; the failure to provide compliant meal and rest periods or pay all required premium wages; the failure to timely pay all wages during employment and upon separation; the failure to furnish accurate itemized wage statements; and the failure to maintain accurate payroll and time records.

16. Plaintiff will provide to the LWDA, through the PAGA Filing Portal, a file-stamped copy of this Complaint, including the case number assigned by the Court, within 10 days following commencement of this action.

GENERAL ALLEGATIONS

17. At all relevant times, each Defendant was an employer within the meaning of the California Labor Code and the applicable Industrial Welfare Commission (“IWC”) Wage Order No. 4-2001. Defendants employed Plaintiff and other non-exempt, hourly-paid employees in

1 California and were subject to all applicable provisions of the California Labor Code and IWC
2 Wage Orders.

3 18. Plaintiff and the Aggrieved Employees were non-exempt, hourly-paid employees
4 who regularly worked more than eight hours in a workday and/or more than forty hours in a
5 workweek. Defendants' own payroll records therefore establish that Plaintiff regularly worked
6 shifts exceeding twelve hours throughout her employment. Upon information and belief, Mr.
7 Hassan regularly worked more than fourteen hours in a workday during the week, and twenty-
8 four-hour shifts during the weekends.
9

10 19. Defendants paid Plaintiff on a semi-monthly schedule. Per Defendants' wage
11 statements, Plaintiff's base hourly rate was \$17.45 from approximately September 2024 through
12 mid-December 2024; \$17.90 from approximately mid-December 2024 through August 2025;
13 \$16.50 from approximately September 2025 through mid-December 2025; and \$16.90 thereafter
14 through the end of her employment.
15

16 20. Plaintiff's duties included patrolling and securing buildings and construction sites,
17 monitoring the premises and surrounding areas, and walking site perimeters. The nature of the
18 work required a continuous security presence on site throughout each shift.

19 21. At all relevant times, Defendants typically scheduled Plaintiff and the Aggrieved
20 Employees to work at least five days per week and at least eight hours per day. Plaintiff and the
21 Aggrieved Employees regularly worked more than eight hours in a workday and more than forty
22 hours in a workweek.
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24 22. Defendants maintained common, uniform policies and practices applicable to
25 Plaintiff and the Aggrieved Employees that resulted in the Labor Code violations described herein.

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1 **UNRECORDED HOURS, TIMEKEEPING, AND OFF-PAYROLL PAYMENT**

2 **PRACTICES**

3 23. Defendants provided Plaintiff and the Aggrieved Employees no clock-in and clock-
4 out system, no time sheets, and no formal timekeeping system by which employees recorded their
5 actual shift start times, shift end times, or meal periods. As a direct result, Defendants' payroll did
6 not and could not accurately track, record, and pay Plaintiff and the Aggrieved Employees for all
7 hours actually worked.

8
9 24. Consistent with the absence of any employee-facing timekeeping system, the wage
10 statements Defendants issued to Plaintiff record exactly 80.00 regular hours in every full semi-
11 monthly pay period of his employment, without variation across more than eighteen months,
12 together with modest, formulaic quantities of overtime and double-time hours. On information and
13 belief, these uniform entries were generated by Defendants' payroll practice rather than derived
14 from any record of hours actually worked and systematically under-recorded the hours Plaintiff
15 and the Aggrieved Employees actually worked.

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17 25. At the same time, Defendants' payroll records themselves record double-time hours
18 in nearly every pay period. Under Labor Code section 510, double-time compensation accrues
19 only for hours worked in excess of twelve in a single workday. Defendants' own records therefore
20 establish that Plaintiff regularly worked shifts exceeding twelve hours throughout his employment,
21 while recording only one to six double-time hours per two-week period.

22
23 26. Plaintiff is informed and believes, and on that basis alleges, that Defendants paid
24 Plaintiff wages through two parallel streams: (a) payroll checks corresponding to the wage
25 statements; and (b) separate, round-dollar payments issued on or about the same paydays, which
26 appear on no wage statement and, on information and belief, were not reported on Plaintiff's Forms
27 W-2. By way of example, for the March 1–15, 2026 pay period, Defendants issued Plaintiff both
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1 a payroll check in the exact net amount shown on her wage statement and a second check in the
2 round amount of \$1,696.00 drawn on a different bank account, bearing the memo “Pay Date
3 (03/01-15/2026).” Plaintiff’s bank records reflect that, throughout 2025, his payday deposits
4 exceeded the net pay shown on the corresponding wage statements by round-dollar amounts,
5 typically between approximately \$800 and \$2,000 per pay period.

6 27. The existence of this second, off-payroll payment stream establishes that Plaintiff
7 performed compensable work beyond the hours recorded in Defendants’ payroll system, and that
8 Defendants compensated some portion of that work outside payroll. This was done without
9 applying the overtime and double-time rates required by law, without including those wages in the
10 regular rate for premium-pay purposes, without itemizing those wages on any wage statement, and
11 without maintaining the payroll records required by law.
12

13 **EMPLOYEE ATTESTATIONS AND REPORTING DISCREPANCIES**

14 28. In or about February 2026, Defendants required Plaintiff and the Aggrieved
15 Employees to sign a document representing that employees worked eight hours per day with
16 breaks. That representation did not reflect the actual working conditions experienced by Plaintiff
17 and the Aggrieved Employees, and is inconsistent with Defendants’ own payroll records, which
18 reflect overtime hours in every pay period and double-time hours in nearly every pay period,
19 including the periods surrounding the document.
20

21 29. The Form W-2 Defendants issued to Plaintiff for 2025 reported earnings of
22 approximately \$42,000, an amount corresponding only to the wages processed through
23 Defendants’ payroll system and itemized on Plaintiff’s wage statements. Plaintiff’s total
24 compensation for the same period, as reflected in his bank records showing payday deposits that
25 combined his payroll checks with Defendants’ separate, nonitemized round-dollar payments,
26 materially exceeded the reported amount, totaling approximately \$60,000 or more. This
27 discrepancy between reported and total compensation further establishes that Defendants did not
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1 record, itemize, or report all wages paid, did not maintain complete and accurate payroll records,
2 and issued wage statements that did not reflect all hours worked and all wages earned.

3 30. The combined effect of these practices, including the absence of any timekeeping
4 system, the uniform payroll entries, the nonitemized off-payroll payments, and the difference
5 between reported and total compensation, was that Plaintiff and the Aggrieved Employees could
6 not readily and accurately determine the hours they worked, the wages they earned, and whether
7 they had been paid all wages due.

8 **MEAL AND REST PERIOD PRACTICES**

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10 31. Defendants maintained policies and practices that resulted in noncompliant meal
11 and rest periods. Plaintiff and the Aggrieved Employees were subject to continuous-coverage
12 requirements at Defendants' client sites that made it difficult or impossible to take compliant meal
13 and rest periods. Defendants did not schedule or provide relief coverage that would have permitted
14 security officers to leave their posts for uninterrupted, duty-free breaks, and instead required
15 Plaintiff and the Aggrieved Employees to remain on duty, on site, and available at all times during
16 their shifts.

17
18 32. From the outset of his employment, Plaintiff did not receive timely, uninterrupted,
19 duty-free thirty-minute first meal periods, and did not receive second meal periods on shifts
20 exceeding ten hours, including the shifts exceeding twelve hours that Defendants' own payroll
21 records reflect in nearly every pay period.

22 33. Defendants failed to authorize and permit Plaintiff and the Aggrieved Employees
23 to take net ten-minute, uninterrupted, duty-free rest periods for every four hours worked or major
24 fraction thereof. Because of the continuous-coverage requirement and the absence of relief
25 staffing, rest periods were effectively omitted entirely.

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1 34. Defendants’ own wage statements corroborate these violations. Nearly every wage
2 statement issued to Plaintiff contains a “Meal Break” line item paid at Plaintiff’s regular hourly
3 rate. The premium amounts Defendants actually paid, however, covered only a fraction of the
4 violations occurring each period, and declined over time even as Plaintiff’s recorded hours
5 remained materially the same: Defendants paid premiums equivalent to approximately six hours
6 per semi-monthly period in late 2024, declining to four, then two, and ultimately one hour per
7 period by 2026. In at least two 2025 pay periods, Defendants’ wage statements record a “Meal
8 Break” payment of only \$2.00, an amount that corresponds to no combination of premium hours
9 and any hourly rate Plaintiff was ever paid.
10

11 35. Defendants never paid Plaintiff or, on information and belief, the Aggrieved
12 Employees any rest period premium wages. No wage statement issued to Plaintiff during her entire
13 employment contains any rest period premium payment of any kind.
14

15 36. Defendants recorded the meal premium payments they did make as lump-sum
16 dollar amounts with a stated quantity of “0.00” hours, without identifying the number of premium
17 hours paid, the days to which they corresponded, or the applicable rate, rendering the wage
18 statements inaccurate and preventing Plaintiff from determining from the face of the statements
19 whether he had been paid all premium wages owed.
20

WAGE STATEMENT AND RECORDKEEPING PRACTICES

21 37. Because Defendants failed to pay for all hours worked, failed to pay all overtime
22 and double-time wages, failed to pay all meal and rest period premium wages, paid wages outside
23 payroll that were never itemized, and maintained no employee-facing timekeeping system, the
24 wage statements furnished to Plaintiff and the Aggrieved Employees did not accurately reflect all
25 hours worked, all wages earned, all applicable rates of pay, or all premium wages due.
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38. Defendants failed to maintain accurate payroll and time records, including records showing total daily hours worked, when each work period began and ended, and meal period start and stop times.

UNTIMELY PAYMENT OF WAGES DURING EMPLOYMENT

39. Plaintiff and the Aggrieved Employees were paid on a recurring twice-monthly schedule. Defendants' practices, including the systematic under-recording of hours worked, the failure to pay all overtime and double-time wages, the payment of wages outside payroll without the premium rates required by law, and the failure to pay all meal and rest period premium wages, resulted in the recurring underpayment and untimely payment of wages earned within each pay period, on each regular payday, throughout the employment relationship. Defendants' failure to timely pay wages violated Labor Code section 204 and constitutes an unlawful business practice under Business and Professions Code section 17200. The same conduct also supports Plaintiff's representative PAGA claim for civil penalties, as alleged below.

SEPARATION AND FINAL PAY

40. Plaintiff's employment ended on or about April 24, 2026. Defendants issued Plaintiff a final paycheck dated April 27, 2026. The final paycheck did not include all wages then due and owing, including the unpaid meal period premium wages and unpaid rest period premium wages that had accrued and remained unpaid throughout Plaintiff's employment, as alleged herein.

41. Defendants willfully failed to pay all wages due upon separation.

42. As a direct and proximate result of Defendants' conduct, Plaintiff has suffered damages and other harm in an amount according to proof.

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FIRST CAUSE OF ACTION

Failure to Pay Minimum and Straight-Time Wages for All Hours Worked

(Individual Claim – Lab. Code §§ 1194, 1197, 1198; IWC Wage Order No. 4-2001)

43. Plaintiff realleges and incorporates by reference each and every allegation set forth above as though fully set forth herein.

44. California Labor Code sections 1194, 1197, and 1198, and the applicable IWC Wage Order No. 4-2001, require employers to pay non-exempt employees at least the applicable minimum wage and all wages owed for all hours worked, including all time during which the employee is subject to the employer's control.

45. At all relevant times, Defendants maintained policies and practices that resulted in the failure to pay Plaintiff minimum and straight-time wages for all hours worked. Defendants required or permitted work beyond the hours recorded in Defendants' payroll system, including work performed while remaining on duty and subject to Defendants' control during purported meal and rest periods, and hours worked in excess of the uniform 80 regular hours per period that Defendants' payroll invariably recorded. Because Defendants maintained no timekeeping system, such hours were never recorded or paid. To the extent Defendants compensated any such hours through off-payroll, round-dollar payments, those payments were not made at the applicable lawful rates for all hours worked.

46. As a direct and proximate result of Defendants' conduct, Plaintiff has suffered damages in an amount to be proven at trial, including unpaid minimum wages and unpaid straight-time wages, prejudgment interest, liquidated damages pursuant to Labor Code section 1194.2 to the extent based on unpaid minimum wages, and reasonable attorney's fees and costs of suit pursuant to Labor Code section 1194.

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1 55. As a direct and proximate result, Plaintiff has suffered damages including unpaid
2 meal period premium wages, interest, attorney's fees, and costs.

3 **FOURTH CAUSE OF ACTION**

4 **Rest Period Violations**

5 (Individual Claim – Lab. Code § 226.7; IWC Wage Order No. 4-2001)

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7 56. Plaintiff realleges and incorporates by reference each and every allegation set forth
8 above as though fully set forth herein.

9 57. California Labor Code section 226.7 and the applicable IWC Wage Order require
10 employers to authorize and permit non-exempt employees to take a net ten-minute, uninterrupted,
11 duty-free rest period for every four hours worked or major fraction thereof.

12 58. Defendants failed to authorize and permit Plaintiff to take compliant rest periods.
13 Because of Defendants' continuous-coverage requirement, the absence of relief staffing, and
14 Defendants' failure to implement any rest period policy or scheduling practice, rest periods were
15 effectively omitted entirely.
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17 59. Defendants failed to pay any rest period premium wages whatsoever. Not one wage
18 statement issued to Plaintiff during his employment reflects a rest period premium payment.

19 60. As a direct and proximate result, Plaintiff has suffered damages including unpaid
20 rest period premium wages, interest, attorney's fees, and costs.

21 **FIFTH CAUSE OF ACTION**

22 **Failure to Furnish Accurate Itemized Wage Statements**

23 (Individual Claim – Lab. Code §§ 226(a), 226(e))

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25 61. Plaintiff realleges and incorporates by reference each and every allegation set forth
26 above as though fully set forth herein.
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1 62. California Labor Code section 226(a) requires employers to furnish employees with
2 accurate, itemized wage statements showing, among other things, gross wages earned, total hours
3 worked, net wages earned, all applicable hourly rates in effect during the pay period and the
4 corresponding number of hours worked at each rate, and the inclusive dates of the pay period.

5 63. Defendants failed to furnish Plaintiff with accurate and complete itemized wage
6 statements. The wage statements: recorded uniform, formulaic hours rather than hours actually
7 worked; omitted entirely the wages Defendants paid outside payroll, thereby understating gross
8 and net wages earned; did not accurately reflect the overtime, double-time, and premium wages
9 owed but unpaid; recorded the meal premium amounts that were paid as lump sums with a stated
10 quantity of “0.00” hours and without the corresponding rates or hours; and in at least two pay
11 periods stated a meal premium amount of \$2.00 corresponding to no rate Plaintiff was ever paid.
12 On information and belief, the wages Defendants paid outside payroll were likewise omitted from
13 Plaintiff’s Forms W-2, which materially understated his actual compensation.
14

15 64. Defendants knowingly and intentionally failed to provide Plaintiff with accurate
16 and complete wage statements. Defendants’ knowledge is demonstrated by, among other things,
17 Defendants’ simultaneous issuance of payroll checks matching the wage statements and separate
18 off-payroll payments appearing on no wage statement, and by Defendants’ practice of paying
19 partial meal period premiums while omitting the balance of the premium wages owed.
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21 65. As a direct and proximate result, Plaintiff suffered injury in that he could not
22 promptly and easily determine from the wage statements alone the wages and premium wages
23 owed to him, the hours he actually worked, the applicable rates of pay, and whether he had been
24 properly paid. The injury is confirmed by the material discrepancy between the approximately
25 \$42,000 in earnings reported on Plaintiff’s 2025 Form W-2, which tracked only the wage
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1 statements, and the materially greater compensation actually paid to Plaintiff as reflected in his
2 bank records.

3 66. Pursuant to Labor Code section 226(e), Plaintiff is entitled to recover the greater of
4 all actual damages or statutory damages of \$50 for the initial pay period in which a violation
5 occurred and \$100 for each violation in a subsequent pay period, not to exceed an aggregate of
6 \$4,000, together with costs and reasonable attorney's fees.

7 67. Plaintiff therefore seeks all relief available under Labor Code section 226, including
8 statutory damages, costs, reasonable attorney's fees, and injunctive relief as authorized by law.
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10 **SIXTH CAUSE OF ACTION**

11 **Failure to Timely Pay Wages During Employment**

12 (Individual Claim – Lab. Code §§ 204, 210)

13 68. Plaintiff realleges and incorporates by reference each and every allegation set forth
14 above as though fully set forth herein.

15 69. California Labor Code section 204 requires employers to pay all wages earned
16 during each pay period on the regular payday designated for that period. Labor Code section 210
17 provides that an employee may recover statutory penalties for the failure to timely pay wages as
18 required by section 204.

19 70. Plaintiff was not timely paid all wages earned during his employment. Defendants'
20 systematic under-recording of hours worked, failure to pay all overtime and double-time wages,
21 payment of wages outside payroll without the rates required by law, and failure to pay all meal
22 and rest period premium wages resulted in the recurring underpayment of wages on each regular
23 payday throughout the employment relationship.

24 71. As a direct and proximate result of Defendants' conduct, Plaintiff is entitled to the
25 penalties provided by Labor Code section 210 and as alleged below, civil penalties recoverable
26 under PAGA for violations of Labor Code section 204.
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1 78. Defendants' policies and practices as alleged herein, including their failure to pay
2 all wages owed, their failure to provide compliant meal and rest periods, their failure to furnish
3 accurate itemized wage statements, their failure to timely pay wages, and their other unlawful
4 wage-and-hour practices, constitute unlawful, unfair, and/or fraudulent business practices within
5 the meaning of Business and Professions Code section 17200.

6 79. Defendants' practices were unlawful in that they violated the California Labor Code
7 and applicable IWC Wage Orders as described above. Defendants' practices were unfair in that
8 they offend established public policy and are substantially injurious to Plaintiff.
9

10 80. As a direct and proximate result of Defendants' unfair business practices, Plaintiff
11 has suffered injury in fact and has lost money or property, including unpaid wages. Plaintiff seeks
12 restitution and such equitable relief as is available under Business and Professions Code section
13 17200 et seq.

14 81. As a direct result of Defendants' unlawful and unfair business practices, Defendants
15 obtained money and property that rightfully belong to Plaintiff and retained an unfair competitive
16 advantage over law-abiding employers.
17

18 82. Plaintiff seeks restitution, equitable relief, and all other relief available under
19 Business and Professions Code section 17203.

20 **NINTH CAUSE OF ACTION**

21 **PAGA Civil Penalties**

22 (Representative Claim – Lab. Code § 2699 et seq.)

23 83. Plaintiff realleges and incorporates by reference each and every allegation set forth
24 above as though fully set forth herein.
25

26 84. Plaintiff brings this representative action on behalf of the State of California and all
27 current and former non-exempt and/or hourly-paid employees who worked for Defendants in
28

1 California and were subjected to one or more of the same Labor Code violations alleged herein
2 (the “Aggrieved Employees”). As to Plaintiff, the applicable PAGA period extends from May 12,
3 2025, through April 24, 2026, the last day of her employment. As to the Aggrieved Employees,
4 the applicable PAGA period extends from May 12, 2025, through the date of trial. Plaintiff alleges
5 that, throughout the applicable periods, Defendants maintained common and uniform policies and
6 practices that resulted in the Labor Code and applicable Wage Order violations alleged in this
7 Complaint.
8

9 85. Plaintiff has standing to pursue civil penalties in a representative capacity because
10 he was employed by Defendants and personally suffered each of the Labor Code violations alleged
11 herein.

12 86. Plaintiff satisfied the required pre-suit notice and exhaustion procedures by
13 submitting written notice to the state labor agency through its online filing system on May 12,
14 2026, and by providing notice to Defendants by certified mail. Plaintiff’s notice identified the
15 specific Labor Code provisions at issue and included the facts and theories supporting the alleged
16 violations. More than the required waiting period elapsed after submission of the notice, the agency
17 did not provide notice of its intent to investigate within the statutory timeframe, and Defendants
18 did not timely and fully cure in a manner that would bar some or all of the civil penalties sought
19 in this action.
20

21 87. Defendants violated the following provisions of the California Labor Code and
22 applicable IWC Wage Order with respect to Plaintiff and the Aggrieved Employees, subjecting
23 Defendants to civil penalties under Labor Code sections 2699(a) and/or 2699(f), including sections
24 558 and 226.3 where applicable, and subject to Labor Code section 2699(i) and any other
25 applicable statutory limitations:
26
27
28

- 1 (a) Labor Code sections 1194, 1197, and 1198 – Failure to pay minimum and straight-
2 time wages for all hours worked;
- 3 (b) Labor Code section 510 – Failure to pay overtime/double time wages;
- 4 (c) Labor Code sections 226.7 and 512 – Failure to provide compliant meal periods
5 and failure to pay meal period premiums;
- 6 (d) Labor Code section 226.7 – Failure to authorize and permit compliant rest periods
7 and failure to pay rest period premiums;
- 8 (e) Labor Code section 226(a) – Failure to furnish accurate itemized wage statements;
- 9 (f) Labor Code section 204 – Failure to timely pay wages during employment;
- 10 (g) Labor Code section 1174(d) – Failure to maintain accurate payroll and time records;
11 and
12
- 13 (h) Labor Code sections 201 and 203 – Failure to pay all wages due upon separation
14 and waiting-time penalties, to the extent recoverable under PAGA and subject to
15 Labor Code section 2699(i).
16

17 88. Plaintiff therefore seeks all recoverable civil penalties under Labor Code sections
18 2699(a) and 2699(f), including sections 558 and 226.3 where applicable and subject to Labor Code
19 section 2699(i), together with reasonable attorneys' fees and costs and such injunctive relief as
20 may be authorized by Labor Code section 2699(k)(1).

21 89. Civil penalties recovered in this action shall be distributed in the manner provided
22 by Labor Code section 2699(m).
23

24 **PRAYER FOR RELIEF**

25 WHEREFORE, Plaintiff Emma Abdoukerim Hassan prays for judgment against
26 Defendants as follows:

27 *As to the Individual Claims (First through Eighth Causes of Action):*
28

1. Unpaid minimum wages, straight-time wages, and overtime/double time wages, in an amount to be proven at trial;
2. Meal period premium wages and rest period premium wages, in an amount to be proven at trial;
3. Liquidated damages pursuant to Labor Code section 1194.2, in an amount equal to unpaid minimum wages and interest thereon;
4. Waiting time penalties pursuant to Labor Code section 203;
5. Statutory damages pursuant to Labor Code section 226(e), and injunctive relief pursuant to Labor Code section 226(h), as applicable;
6. Restitution pursuant to Business and Professions Code section 17203 of all money or property acquired or withheld by means of unfair competition;
7. Prejudgment interest as permitted by law;
8. Reasonable attorney's fees and costs of suit pursuant to Labor Code sections 226(e), 226(h), and 1194, Code of Civil Procedure section 1021.5, and any other applicable law;
9. Equitable relief, including restitution under Business and Professions Code section 17203, and any injunctive or other equitable relief available to Plaintiff individually under applicable law;

As to the PAGA Claim (Ninth Cause of Action):

10. Civil penalties pursuant to Labor Code sections 2699(a) and 2699(f), including Labor Code sections 558 and 226.3 where applicable, in an amount to be proven at trial, subject to proof and any applicable statutory limitations, to be distributed 65% to the LWDA and 35% to Aggrieved Employees;
11. Injunctive relief as authorized by Labor Code section 2699(k)(1), where appropriate;
12. Reasonable attorney's fees and costs pursuant to Labor Code section 2699(k)(1);

1 *As to All Claims:*

2 13. Such other and further relief as the Court deems just and proper.

3 **DEMAND FOR JURY TRIAL**

4 Plaintiff EMMA ABDOULKERIM HASSAN demands a jury trial as to the First through
5 Eighth Causes of Action and all issues triable by jury thereunder. Plaintiff's Ninth Cause of Action
6 for civil penalties under PAGA is to be tried by the Court.
7

8
9 Dated: July 24, 2026

THE JHP FIRM, APC

10
11
12
13 BY:



Armig Khodanian, Esq.
Attorneys for PLAINTIFF,
EMMA ABDOULKERIM HASSAN