COHELAN KHOURY & SINGER
Isam C. Khoury (SBN 58759)
ikhoury@ckslaw.com
Rosemary C. Khoury (SBN 331307)
rkhoury@ckslaw.com
605 C Street, Suite 200
San Diego, CA 92101
Telephone: (619) 595-3001 / Facsimile: (619) 595-3000

UNITED EMPLOYEES LAW GROUP, P.C.
Walter L. Haines (SBN 71075)
whaines@uelglaw.com
8605 Santa Monica Blvd., #63354
West Hollywood, CA 90069
Telephone: (562) 256-1047 / Facsimile: (562) 256-1006

Attorneys for Plaintiff Joseph Abilez, individually and on behalf of all others similarly situated and aggrieved

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COHELAN KHOURY & SINGER
605 C Street, Suite 200
San Diego, CA 92101

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SANTA CLARA

JOSEPH ABILEZ, individually and on behalf of all others similarly situated and aggrieved,

Plaintiff,

v.

JARKA ENTERPRISES, INC., a California Corporation; and DOES 1 Through 10, inclusive,

Defendants.

Case No. 26CV505637
ASSIGNED FOR ALL PURPOSES TO:
The Honorable
Department

CLASS AND PAGA REPRESENTATIVE ACTION COMPLAINT FOR VIOLATIONS OF LAWS CONCERNING:

1. **EXPENSE REIMBURSEMENTS**
2. **MINIMUM, REGULAR, OVERTIME, AND PREVAILING WAGES**
3. **REPORTING TIME PAY**
4. **MEAL PERIODS**
5. **REST PERIODS**
6. **FINAL WAGES, INCLUDING PAID TIME OFF WAGES**
7. **WAGE STATEMENTS**
8. **UCL**
9. **PAGA**

DEMAND FOR JURY TRIAL

Plaintiff JOSEPH ABILEZ ("Plaintiff"), on behalf all other similarly situated and aggrieved employees and as a Representative of the State of California's Labor and Workforce Development Agency ("LWDA"), hereby alleges as follows:

I.

INTRODUCTION

1. Plaintiff Joseph Abilez ("Plaintiff Abilez") brings this action against his former employer, Jarka Enterprises, Inc., ("Defendant Jarka") a California corporation, and Does 1-10 (collectively, "Defendants"). Plaintiff sues on behalf of himself and a proposed class of all non-exempt employees in California employed by Defendants from four years before the filing of this Complaint, alleging that Defendants' unlawful policies have denied, and continue to deny, the proposed Class the wages and benefits they are legally owed.

2. Plaintiff also brings this action as a representative action under the Private Attorneys General Act ("PAGA"), Labor Code sections 2698, et seq., to recover civil penalties for Defendants' multiple violations of the California Labor Code as described herein. Plaintiff, by operation of law, has standing and capacity to sue as a representative of the State of California. Plaintiff mailed written notice of the specific provisions of the Labor Code that Defendants violated, including the facts and theories to support the alleged violations, to the LWDA and to Defendants pursuant to Labor Code section 2699.3 on July 23, 2026. Defendants did not provide notice of cure and the LWDA did not provide notice of investigation in the 65 days after the mailing of the PAGA notice. Plaintiff defines Aggrieved Employees as all non-exempt employees in California employed by Defendants from one year and 65 days before the filing of this Complaint.

II.

JURISDICTION AND VENUE

3. Venue is proper in this judicial district pursuant to Code of Civil Procedure section 395. Defendants are headquartered in and conduct business in Santa Clara County, California, are subject to this Court's jurisdiction, and employ numerous workers in the county. The unlawful acts alleged herein directly affected Plaintiff and similarly situated and aggrieved

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employees throughout California.

4. No federal question is raised, as all claims arise solely under California law, including the Labor Code, IWC Wage Orders, and the Code of Civil Procedure. CAFA, 28 U.S.C. § 1332(d), does not apply; alternatively, the local controversy exception bars removal to federal court. Based on Plaintiff's rate of pay, his individual claims also do not meet the amount-in-controversy threshold under 28 U.S.C. § 1332(a) or CAFA.

III.

THE PARTIES

5. Defendant Jarka is a California Corporation headquartered in San Jose, California, within the County of Santa Clara, at 675 Brennan St. Jarka operates in California, including Santa Clara County. Jarka is liable for the violations described in this Complaint as an employer.

6. Plaintiff Abilez resides in Sacramento County, California. Plaintiff Abilez previously worked for Defendant Jarka in California, including within Santa Clara County.

7. Plaintiff Abilez does not know the true names or capacities of the defendants sued as DOES 1 through 10, inclusive, and therefore sues them by fictitious names; will seek leave of Court to amend this complaint to allege their true names and capacities when they are ascertained; and is informed and believes, and on that basis alleges, that at all relevant times DOES 1 through 10 were the agents, servants, employees, representatives, partners, or affiliates of Defendant Jarka, and that in doing the acts alleged below, each acted within the course and scope of that relationship, with the permission, consent, authority, and ratification of Defendant Jarka.

IV.

GENERAL ALLEGATIONS

8. Plaintiff Abilez was employed by Defendant Jarka, beginning approximately August 7, 2025. Plaintiff Abilez worked as a non-exempt office furniture installer, performing installations at various client locations in California, including in Santa Clara County. Plaintiff Abilez's employment ended on June 12, 2026, after he gave notice of his intention to resign,

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and was subsequently escorted off the job site on what was supposed to be his final day worked, after only two hours.

9. Plaintiff Abilez makes the following General Allegations against Defendant Jarka, and alleges, on information and belief, that at times, Defendant Jarka also committed the below violations against the proposed Class.

10. **Expense Reimbursements**: Plaintiff Abilez was required to purchase his own tools to perform his job duties. He did not earn at least two times the minimum wage in all pay periods such that he could be required to purchase his own tools. He also used his personal vehicle to drive to locations where he would perform installations, without reimbursement for vehicle-related expenses. Finally, Plaintiff Abilez was required to use his personal cell phone for timekeeping and GPS purposes, but was only provided a cell phone stipend of $3.50 per pay period, which was not a reasonable percentage of his actual costs.

11. **Minimum, Regular, Overtime, and Prevailing Wages**: Defendant Jarka failed to pay Plaintiff Abilez all minimum, regular, overtime, and prevailing wages he was owed. Defendant Jarka required Plaintiff Abilez to clock in and out on his personal cell phone. Plaintiff Abilez was sometimes paid his regular hourly rate, though sometimes he was paid a prevailing wage rate when he worked on public works projects, including at hospitals. Plaintiff Abilez would generally drive to Defendant Jarka's work-site each day, before heading to his first client site. Defendant Jarka underpaid Plaintiff Abilez in several ways. First, Jarka rounded Claimant's time worked to the nearest quarter hour. Second, Plaintiff Abilez was not compensated for the time it took to load up his tools in his company vehicle each day. Third, when Jarka provided employer transportation to distant client sites, it would inform Plaintiff Abilez he could not clock in until he was one hour into the drive. For instance, Defendant Jarka would tell Plaintiff Abilez to arrive to board the employer transportation at 4:00 a.m., to arrive in Santa Rosa at 6:30 a.m., but would tell Plaintiff Abilez not to clock in on his phone until 5:00 a.m. Fourth, Jarka would instruct Plaintiff Abilez to clock out when he returned to the shop at the end of the day, but would then deduct an hour of time from Plaintiff Abilez to account for time he spent traveling back to the shop. Fifth, Defendant Jarka failed to pay a prevailing wage

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rate to Plaintiff Abilez for certain jobs that were required under California law to be paid at a prevailing wage rate, sometimes citing the fact that some of these jobs were subcontracted to avoid paying the required rate of pay.

12. **Reporting Time Pay**: Defendant Jarka did not pay Plaintiff Abilez reporting time pay for his final day worked. Specifically, Plaintiff Abilez showed up to work on what he previously informed Defendant Jarka would be his last day worked, but was escorted off the property by Defendant Jarka after only about two hours. Plaintiff Abilez was only paid for these two hours at his prevailing wage, not the four hours required by law.

13. **Meal Periods**: Defendant Jarka failed to provide Plaintiff Abilez with compliant meal periods. For instance, Plaintiff Abilez's supervisory lead instructed him to clock out but continue working through his meal period so his crew could complete their work on time. Despite these violations, Defendant Jarka rarely provided Plaintiff Abilez a meal period premium.

14. **Rest Periods**: Defendant Jarka failed to provide Plaintiff Abilez with compliant rest periods. For instance, on a typical 8-hour shift, Plaintiff Abilez was generally provided only one 10-minute break. On some shifts, he was not permitted any rest periods. Plaintiff Abilez is aware of another employee who complained to a supervisor of Defendant Jarka about the lack of breaks and was retaliated against for that complaint by being taken off the schedule for a few days and removed from his crew. Despite these violations, Defendant Jarka never provided Plaintiff Abilez a rest period premium.

15. **Final Wages, Including Paid Time Off Wages**: Although Plaintiff Abilez gave notice of his intent to resign, Defendant Jarka effectively terminated him by escorting him off the job site after only two hours on what was supposed to be his last day worked. His final wages were therefore due immediately. Instead, Defendant Jarka overnighted Plaintiff Abilez's final wages and withheld his sick pay for approximately four days after his last day worked. As such, both types of wages were paid late. Plaintiff Abilez's final wages were also incomplete for two reasons. First, Defendant Jarka had underpaid Plaintiff Abilez throughout his employment. Second, Defendant Jarka paid out both his PTO and sick wages at his base hourly rate rather

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than the correct rate inclusive of prevailing wages.

16. **Wage Statements**: Defendant Jarka failed to issue accurate, itemized wage statements due to its failure to properly track Plaintiff Abilez's work and meal times.

17. **Records Maintenance**: Defendant Jarka failed to accurately track, and maintain accurate records of, when Plaintiff Abilez began and ended each work period, and took meal periods, as explained herein.

18. **UCL**: Defendant Jarka's conduct as described above constitutes unlawful and unfair business acts and practices, as prohibited by California's Unfair Competition Law. See Bus. & Prof. Code §§ 17200, *et seq*.

V.

CLASS ACTION ALLEGATIONS

19. Plaintiff seeks to certify and represent a Class defined as: All non-exempt employees in California employed by Defendants from four years before the filing of this Complaint.

20. Plaintiff seeks to certify a subclass of employees defined as:

Expense Reimbursement Subclass
All Class Members who incurred business-related expenses, including but not limited to vehicle-related expenses and cell phone expenses.

21. Plaintiff seeks to certify a subclass of employees defined as:

Minimum, Regular, Overtime, and Prevailing Wages Subclass
All Class Members who were not paid minimum, regular, overtime, or prevailing wages owed.

22. Plaintiff seeks to certify a subclass of employees defined as:

Reporting Time Pay Subclass
All Class Members who reported to work but were sent home before half of their scheduled or usual shift had elapsed.

23. Plaintiff seeks to certify a subclass of employees defined as:

Meal Periods Subclass
All Class Members who worked at least one shift over five hours.

24. Plaintiff seeks to certify a subclass of employees defined as:

Rest Periods Subclass
All Class Members who worked at least one shift over three and one-half hours.

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25. Plaintiff seeks to certify a subclass of employees defined as:

Final Wages, Including Paid Time Off Wages, Subclass
All Class Members whose employment ended at any time during the three years preceding the filing of this Complaint.

26. Plaintiff seeks to certify a subclass of employees defined as:

Wage Statement Subclass
All Class Members whose employment ended at any time during the one year preceding the filing of this Complaint.

27. Plaintiff seeks to certify a subclass of employees defined as:

UCL Subclass
All Class Members whose employment ended at any time during the four years preceding the filing of this Complaint.

28. Plaintiff Abilez reserves the right to amend or modify the Class or Subclass descriptions, including by division into further subclasses or limitation to particular issues. California Rule of Court 3.765(b).

29. **Commonality**: This action may be maintained as a class action under Code of Civil Procedure section 382 because there is a well-defined community of interest among many persons, and it is impractical to bring them all before the Court.

30. **Ascertainable Class**: The Class and Subclasses are ascertainable because their members can be identified and located using Defendant Jarka's payroll and personnel records.

31. **Numerosity**: The members of the Class and Subclasses are so numerous that joinder of all of them is impracticable, and resolving their claims through a class action will benefit the parties and the Court. Plaintiff Abilez does not know the exact number of members but estimates that it exceeds 50. Their number and identities can be readily determined from Defendant Jarka's records.

32. **Typicality**: Plaintiff Abilez's claims are typical of the claims of all members of the Class and Subclasses because all members sustained similar injuries and damages caused by Defendant Jarka's common course of unlawful conduct.

33. **Adequacy**: Plaintiff Abilez is an adequate representative of the Class and Subclasses. He will fairly and vigorously protect the interests of their members and has no interests antagonistic to theirs. Plaintiff Abilez's attorneys are competent and experienced in

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litigating large employment class actions.

34. **Superiority**: A class action is superior to other available means of fairly and efficiently adjudicating this controversy. Joinder of all members of the Class and Subclasses is impracticable, and common questions of law and fact predominate over questions affecting only individual members. A class action will allow similarly situated persons to litigate their claims in the manner most efficient and economical for the parties and the Court. Plaintiff Abilez is unaware of any difficulties in managing this action that would preclude class treatment.

35. **Predominance**: Predominating common questions of law and fact include whether Defendant Jarka: (a) failed to reimburse necessary business expenses, including tools, vehicle-related expenses, and cell phone costs, and paid an unreasonably low cell phone stipend; (b) required employees to purchase their own tools despite not paying them at least two times the minimum wage in all pay periods; (c) failed to pay all minimum, regular, overtime, and prevailing wages owed; (d) rounded employees' time worked to the nearest quarter hour; (e) failed to compensate employees for time spent loading tools and equipment into company vehicles; (f) prevented employees from clocking in during employer-provided transportation to distant client sites, or deducted travel time after employees clocked out; (g) failed to pay the prevailing wage rate for work on public works projects, including subcontracted jobs; (h) failed to pay reporting time pay when employees were sent home early; (i) failed to provide compliant meal periods, or to pay meal period premiums for non-compliant meal periods; (j) failed to provide compliant rest periods, or to pay rest period premiums for non-compliant rest periods; (k) failed to pay final wages, including paid time off and sick pay, in a timely and complete manner, including at the correct rate inclusive of prevailing wages; (l) failed to issue accurate, itemized wage statements; and (m) violated Business and Professions Code section 17200 *et seq*., and, if so, whether the Class and Subclasses are entitled to equitable relief under that statute.

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VI.

CAUSES OF ACTION

FIRST CAUSE OF ACTION
EXPENSE REIMBURSEMENTS

(Labor Code §§ 558.1, 2802, and 2804; Wage Order 9, § 9)
(On Behalf of Plaintiff and the Proposed Class Against All Defendants)

36. Plaintiff incorporates the preceding paragraphs of this Complaint.

37. Labor Code section 558.1 provides: "(a) Any employer or other person acting on behalf of an employer, who violates, or causes to be violated, any provision regulating minimum wages or hours and days of work in any order of the Industrial Welfare Commission, or violates, or causes to be violated, Sections 203, 226, 226.7, 1193.6, 1194, or 2802, may be held liable as the employer for such violation. (b) For purposes of this section, the term "other person acting on behalf of an employer" is limited to a natural person who is an owner, director, officer, or managing agent of the employer, and the term "managing agent" has the same meaning as in subdivision (b) of Section 3294 of the Civil Code. (c) Nothing in this section shall be construed to limit the definition of employer under existing law."

38. Labor Code section 2802 requires employers to indemnify employees for all necessary expenditures incurred in direct consequence of their duties. Labor Code section 2804 provides this right is not waivable. Further, under *Cochran v. Schwan's Home Service, Inc.* (2014) 228 Cal. App. 4th 1137, employers must reimburse a reasonable percentage of an employee's actual cell phone costs.

39. Labor Code section 2802(c) provides: "For purposes of this section, the term 'necessary expenditures or losses' shall include all reasonable costs, including, but not limited to, attorney's fees incurred by the employee enforcing the rights granted by this section."

40. By failing to reimburse Plaintiff Abilez and the Expense Reimbursement Subclass for necessary business expenses, including vehicle-related expenses and personal cell phone expenses, Defendant Jarka violated Labor Code sections 2802 and the Wage Order. This right to reimbursement cannot be waived. Because Plaintiff Abilez and other employees did not earn at least twice the minimum wage, they could not be required to provide and maintain the

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hand tools and equipment customarily required by their trade or craft. Wage Order 9-2001, § 9(B). Plaintiff Abilez and the Class are entitled to recover these expense reimbursements, with interest, attorneys' fees and costs. *See* Lab. Code § 2802, subd. (b)-(c).

SECOND CAUSE OF ACTION

MINIMUM, REGULAR, OVERTIME, AND PREVAILING WAGES

(Labor Code §§ 204, 218, 510, 558, 558.1, 1771-1776, 1194, 1197, and 1198; Wage Order 9, §§ 3-4)

(On Behalf of Plaintiff and the Proposed Class Against All Defendants)

41. Plaintiff incorporates the preceding paragraphs of this Complaint.

42. Labor Code section 204 provides: "All wages . . . earned by any person in any employment are due and payable twice during each calendar month, on days designated in advance by the employer as the regular paydays." The "Minimum Wages" Section of the applicable Wage Order further states "every 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."

43. Labor Code section 510 provides in pertinent part: "Eight hours of labor constitutes a day's work. Any work in excess of 8 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. 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. In addition, 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 558 provides a civil penalty for violations of this chapter.

44. Labor Code sections 1771 through 1776 explain in detail how prevailing wage rates must be paid to employees working on public works projects.

45. Labor Code section 1194(a) states: "Notwithstanding any agreement to work for a lesser wage, any employee receiving less than the legal minimum wage or the legal overtime compensation applicable to the employee is entitled to recover in a civil action the unpaid

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balance of the full amount of this minimum wage or overtime compensation, including interest thereon, reasonable attorney's fees, and costs of suit."

46. Labor Code section 1198 provides: "The maximum hours of work and the standard conditions of labor fixed by the commission shall be the maximum hours of work and the standard conditions of labor for employees. The employment of any employee for longer hours than those fixed by the order or under conditions of labor prohibited by the order is unlawful."

47. Labor Code section 1197 states: "The minimum wage for employees fixed by the commission or by any applicable state or local law, is the minimum wage to be paid to employees, and the payment of a lower wage than the minimum so fixed is unlawful. This section does not change the applicability of local minimum wage laws to any entity."

48. By failing to pay all minimum, regular, overtime, and prevailing wages order, Defendant Jarka violated Labor Code sections 204, 218, 510, 558, 558.1, 1771-1776, 1194, 1197, and 1198, and the Wage Order. Plaintiff and the Class are entitled to recover these wages, with liquidated damages, and interest, attorneys' fees, and costs. *See* Lab. Code §§ 1194.2, 1194, 218.6.

THIRD CAUSE OF ACTION

REPORTING TIME PAY

(Labor Code §§ 218 and 1198; Wage Order 9, § 5)

(On Behalf of Plaintiff and the Proposed Class Against All Defendants)

49. Plaintiff incorporates the preceding paragraphs of this Complaint.

50. Section 5(A) of Wage Order 9 states: "Each workday an employee is required to report to work and does report, but is not put to work or is furnished less than half said employee's usual or scheduled day's work, the employee shall be paid for half the usual or scheduled day's work, but in no event for less than two (2) hours nor more than four (4) hours, at the employee's regular rate of pay, which shall not be less than the minimum wage."

51. Labor Code section 218 states: "Nothing in this article shall limit the right of any wage claimant to sue directly or through an assignee for any wages or penalty due them under this article."

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52. By failing to pay reporting time pay, Defendant Jarka violated Labor Code sections 218 and 1198 and the Wage Order. Plaintiff and the Class are entitled to recover these reporting time wages, and interest, attorneys' fees, and costs. *See* Lab. Code §§ 1194.2, 1194, 218.6.

FOURTH CAUSE OF ACTION
MEAL PERIODS
(Labor Code §§ 226.7, 512, AND 558.1; Wage Order 9, § 11)
(On Behalf of Plaintiff and the Proposed Class Against All Defendants)

53. Plaintiff incorporates the preceding paragraphs of this Complaint.

54. Labor Code section 512(a) states in pertinent part: "An employer may not employ an employee for a work period of more than five hours per day without providing the employee with a meal period of not less than 30 minutes. An employer may not employ an employee for a work period of more than 10 hours per day without providing the employee with a second meal period of not less than 30 minutes…."

55. Labor Code section 226.7(b) provides: "An employer shall not require an employee to work during a meal or rest or recovery period mandated pursuant to an applicable statute, or applicable regulation, standard, or order of the Industrial Welfare Commission…."

56. Labor Code section 226.7(c) provides: "If an employer fails to provide an employee a meal or rest or recovery period in accordance with a state law, including, but not limited to, an applicable statute or applicable regulation, standard, or order of the Industrial Welfare Commission, the Occupational Safety and Health Standards Board, or the Division of Occupational Safety and Health, the employer shall pay the employee one additional hour of pay at the employee's regular rate of compensation for each workday that the meal or rest or recovery period is not provided. "

57. By failing to provide adequate meal periods, or pay adequate meal period premiums in lieu thereof, Defendant Jarka violated the Wage Order and Labor Code sections 226.7 and 512. Plaintiff and the Class are entitled to recover meal period premium wages, with interest, attorneys' fees and costs.

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FIFTH CAUSE OF ACTION
REST PERIODS
(Labor Code § 226.7; Wage Order 9, § 12)
(On Behalf of Plaintiff and the Proposed Class Against All Defendants)

58. Plaintiff incorporates the preceding paragraphs of this Complaint.

59. Section 12(A) of Wage Order 9 states: "Every employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period. The authorized rest period shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof." If an employer fails to provide an employee a rest period in accordance with the applicable provision of the order, the employer shall pay the employee one (1) hour of pay at the employee's regular rate of compensation for each workday that the rest period is not provided."

60. By failing to authorize and permit adequate rest periods, or pay adequate rest period premiums in lieu thereof, Defendant Jarka violated the Wage Order and Labor Code section 226.7. Plaintiff and the Class are entitled to recover rest period premium wages, with interest, attorneys' fees and costs.

SIXTH CAUSE OF ACTION
FINAL WAGES, INCLUDING PAID TIME OFF WAGES
(Labor Code §§ 201-203, 246, and 558.1)
(On Behalf of Plaintiff and the Proposed Class Against All Defendants)

61. Plaintiff incorporates the preceding paragraphs of this Complaint.

62. Labor Code section 201(a) provides: "If an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately."

63. Labor Code section 202(a) provides: "If an employee not having a written contract for a definite period quits his or her employment, his or her wages shall become due and payable not later than 72 hours thereafter, unless the employee has given 72 hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting."

64. Labor Code section 203(a) states, in relevant part: "If an employer willfully fails to pay, without abatement or reduction, in accordance with Sections 201, 201.3, 201.5, 201.6,

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201.8, 201.9, 202, and 205.5, any wages of an employee who is discharged or who quits, the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until an action therefor is commenced; but the wages shall not continue for more than 30 days. An employee who secretes or absents themselves to avoid payment to them, or who refuses to receive the payment when fully tendered to them, including any penalty then accrued under this section, is not entitled to any benefit under this section for the time during which the employee so avoids payment."

65. Labor Code section 246 grants the right to employees to paid sick days. Specifically, Cal. Labor Code section 246(b) states that: (1) An employee shall accrue paid sick days at the rate of not less than one hour per every 30 hours worked, beginning at the commencement of employment or the operative date of this article, whichever is later, subject to the use and accrual limitations set forth in this section. (2) An employee who is exempt from overtime requirements as an administrative, executive, or professional employee under a wage order of the Industrial Welfare Commission is deemed to work 40 hours per workweek for the purposes of this section, unless the employee's normal workweek is less than 40 hours, in which case the employee shall accrue paid sick days based upon that normal workweek. (3) An employer may use a different accrual method, other than providing one hour per every 30 hours worked, provided that the accrual is on a regular basis so that an employee has no less than 24 hours of accrued sick leave or paid time off by the 120th calendar day of employment or each calendar year, or in each 12-month period. (4) An employer may satisfy the accrual requirements of this section by providing not less than 24 hours or three days of paid sick leave that is available to the employee to use by the completion of the employee's 120th calendar day of employment.

66. Labor Code section 246(i) further requires that an employer provide employees written notice setting forth the amount of paid sick leave available either on an employee's wage statement pursuant to Section 226 or in a separate writing on the designated pay date.

67. Labor Code section 246(l) further provides that employers must calculate paid sick leave for non-exempt employees in one of two ways: (1) Paid sick time for nonexempt

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employees shall be calculated in the same manner as the regular rate of pay for the workweek in which the employee uses paid sick time, whether or not the employee actually works overtime in that workweek; [or] (2) Paid sick time for nonexempt employees shall be calculated 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 of employment.

68. By failing to pay all final wages owed immediately when due, including paid time off wages, Defendant Jarka violated Labor Code sections 201-203,246, and 558.1. Plaintiff and the Class are entitled to recover waiting time penalties for late and incomplete final pay.

SEVENTH CAUSE OF ACTION
WAGE STATEMENTS
(Labor Code § 226)
(On Behalf of Plaintiff and the Proposed Class Against All Defendants)

69. Plaintiff incorporates the preceding paragraphs of this Complaint.

70. Labor Code section 226(a) states in pertinent part that every employer shall provide an accurate itemized statement in writing with respect to each one of its employees showing: 1) gross wages earned; 2) total hours worked by an employee, except for any employee whose compensation is solely based on a salary and who is exempt from payment of overtime under subdivision (a) of Section 515 or any applicable order of the Industrial Welfare Commission; (3) the number of piece rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis; (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item; (5) net wages earned; (6) the inclusive dates of the period for which the employee is paid; (7) the name of the employee and the last four digits of his or him social security number or an employee identification number other than a social security number; (8) the name and address of the legal entity that is the employer . . .; and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee.

71. By failing to provide accurate, itemized wage statements, Defendant Jarka violated Labor Code section 226. Plaintiff and the Class are entitled to recover wage statement penalties.

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EIGHTH CAUSE OF ACTION
UCL
(Bus. & Prof. Code §§ 17200, *et seq*.)
(On Behalf of Plaintiff and the Proposed Class Against All Defendants)

72. Plaintiff incorporates the preceding paragraphs of this Complaint.

73. The California Unfair Competition Law ("UCL"), Cal. Bus. & Prof. Code sections 17200, *et seq*., defines unfair competition to include any "unlawful," "unfair," or "fraudulent" business act or practice. Cal. Bus. & Prof. Code § 17200.

74. Defendant Jarka's conduct constitutes an unlawful business practice because Defendant Jarka failed to pay Plaintiff Abilez and the Class all amounts owed, including wages under Labor Code sections 510, 1194, and 1771 through 1776; final wages under Labor Code sections 201 and 202; premium wages under Labor Code section 226.7; and business expense reimbursements under Labor Code section 2802.

75. Defendants' conduct as described above constitutes unfair business practices because their denial of lawfully earned wages and reimbursements outweighs any utility of such practices.

76. As a result of Defendants' unlawful and unfair conduct, Plaintiff and the Class suffered injury in fact.

77. Plaintiff and the Class seek declaratory and injunctive relief, restitution, and other appropriate equitable relief. Bus. & Prof. Code §§ 17203, 17204.

78. Pursuant to California Code of Civil Procedure section 1021.5, Plaintiff and members of the Class are entitled to recover reasonable attorneys' fees, costs, and expenses incurred in bringing this action.

79. This cause of action is brought as a cumulative remedy and is intended as an alternative remedy for restitution for Plaintiff and the Class for the four (4) year period before the filing of this Complaint, and as the primary remedy during the fourth year before the filing of this Complaint. Bus. & Prof. Code § 17205.

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COHELAN KHOURY & SINGER
605 C Street, Suite 200
San Diego, CA 92101

NINTH CAUSE OF ACTION
PAGA
(Labor Code §§ 2699, *et seq*.)
(On Behalf of Plaintiff and all Aggrieved Employees Against All Defendants)

80. Plaintiff incorporates the preceding paragraphs of this Complaint.

81. "[A]ny provision of this code that provides for a civil penalty to be assessed and collected by the Labor and Workforce Development Agency or any of its departments, divisions, commissions, boards, agencies, or employees, for a violation of this code, may, as an alternative, be recovered through a civil action brought by an aggrieved employee on behalf of himself or herself and other current or former employees pursuant to the procedures specified in Section 2699.3." Labor Code § 2699(a).

82. "For all provisions of this code except those for which a civil penalty is specifically provided, there is established a civil penalty for a violation of these provisions [ ] (2) If, at the time of the alleged violation, the person employs one or more employees, the civil penalty is one hundred dollars ($100) for each aggrieved employee per pay period for the initial violation and two hundred dollars ($200) for each aggrieved employee per pay period for each subsequent violation." Labor Code § 2699(f)(2).

83. Section 2699.3(a) applies to any alleged violation of Labor Code sections 510, 1194 and 1197.1 and allows for recovery of PAGA civil penalties. Labor Code § 2699.5.

84. Labor Code section 1197.1 states: "Any employer or other person acting either individually or as an officer, agent, or employee of another person, who pays or causes to be paid to any employee a wage less than the minimum fixed by an order of the commission shall be subject to a civil penalty, restitution of wages, liquidated damages payable to the employee, and any applicable penalties imposed pursuant to Section 203 as follows: (1) For any initial violation that is intentionally committed, one hundred dollars ($100) for each underpaid employee for each pay period for which the employee is underpaid… (2) For each subsequent violation for the same specific offense, two hundred fifty dollars ($250) for each underpaid employee for each pay period for which the employee is underpaid regardless of whether the initial violation is intentionally committed..."

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85. Labor Code section 256 states: "The Labor Commissioner shall impose a civil penalty in an amount not exceeding 30 days of pay as waiting time under the terms of Section 203."

86. Labor Code section 1174(d) requires every person, including Employer, employing labor in the state to "[k]eep, at a central location in the state or at the plants or establishments at which employees are employed, 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. These records shall be kept in accordance with rules established for this purpose by the commission, but in any case, shall be kept on file for not less than three years. An employer shall not prohibit an employee from maintaining a personal record of hours worked, or, if paid on a piece-rate basis, piece-rate units earned."

87. Labor Code section 1174.5 provides: "Any person employing labor who willfully fails to maintain the records required by subdivision (c) of Section 1174 or accurate and complete records required by subdivision (d) of Section 1174, or to allow any member of the commission or employees of the division to inspect records pursuant to subdivision (b) of Section 1174, shall be subject to a civil penalty of five hundred dollars ($500)."

88. Section 7(A) of Wage Order 9 provides: "Every employer shall keep accurate information with respect to each employee including the following: … (3) time records showing when the employee begins and ends each work period. Meal periods, split shift intervals and total daily hours worked shall also be recorded."

89. By failing to: reimburse expenses; pay minimum, regular, overtime, and prevailing wages; pay reporting time pay; provide meal periods; authorize and permit rest periods; pay final wages; provide accurate, itemized wage statements; and maintain accurate records, Defendant Jarka subjected itself to liability under PAGA. *See* Labor Code §§ 2699, *et seq*. Plaintiff is entitled to recover civil penalties for each violation of Labor Code sections 201-204, 218, 226, 226.7, 246, 248.5, 256, 510, 512, 558, 558.1, 1171-1176, 1194, 1197, 1197.1, 1198, 2802, and 2804.

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605 C Street, Suite 200
San Diego, CA 92101

90. For each Labor Code section for which a default civil penalty applies, Plaintiff will seek $100 for the initial violative pay period, and $200 for each subsequent violative pay period. For each Labor Code section for which a more specific civil penalty applies, Plaintiff will seek the more specific penalty. Funds recovered will be distributed in accordance with the PAGA, with 65% of the civil penalties provided to the LWDA on behalf of the State of California, and 35% provided to Aggrieved Employees.

VII.

PRAYER FOR RELIEF

Plaintiff Abilez prays for the following relief according to proof:

a. An order certifying the Class and designating Plaintiff Abilez as the Class Representative and his counsel as Class Counsel;

b. That this Court preliminarily and permanently enjoin Defendant Jarka from engaging in the conduct alleged herein;

c. Other injunctive and declaratory relief as may be appropriate;

d. Restitution and disgorgement of any ill-gotten profits from Defendant Jarka to the extent permitted by applicable law, together with interest thereon from the date of payment;

e. Liquidated damages;

f. Statutory damages;

g. General damages;

h. Reasonable costs and attorneys' fees;

i. Statutory pre-judgment interest;

j. Civil penalties under Labor Code sections 2699(a) and 2699(f)(2), and other sections cited herein;

k. Such other relief deemed proper by this Court.

COHELAN KHOURY & SINGER
UNITED EMPLOYEES LAW GROUP, P.C.

Dated: October 9, 2026

By: Rosemary Khoury

Isam C. Khoury, Esq.
Rosemary C. Khoury, Esq.
Attorneys for Plaintiff JOSEPH ABILEZ, on behalf of himself and all others similarly situated and aggrieved

COHELAN KHOURY & SINGER
605 C Street, Suite 200
San Diego, CA 92101