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July 9, 2026

Original filed online via the LWDA's PAGA Claim Notice Portal

LABOR & WORKFORCE DEVELOPMENT AGENCY

1515 Clay Street, Suite 801

Oakland, CA 94612

Sent via U.S. Certified Mail and Email to: c.Elaine@bnsenergy.com

GKL Corporate/Search, Inc. – Agent for Service of Process

C-STORE SERVICES, INC.

One Capitol Mall, Suite 350

Sacramento, California 95814

Re: Private Attorneys General Act ("PAGA") Notice Letter of Krystal Wilson on Behalf of Herself and Aggrieved Employees Under California Labor Code Section 2699.3

Dear Sir/Madam:

We represent Krystal Wilson against Defendant C-Store Services, Inc. ("C-Store") and its Chief Executive Officer, Salaheddin Hassan ("Mr. Hassan" and collectively with C-Store as "Defendants") in a lawsuit soon to be filed against Defendant in San Luis Obispo County Superior Court (the "Action"). A copy of the proposed PAGA Representative Complaint to be filed in the Action is enclosed as **Exhibit A**.

Together with this correspondence, the enclosed Complaint serves as notice pursuant to Labor Code § 2699.3, *et seq.* that we intend to prosecute representative claims for civil penalties under the Private Attorney's General Act ("PAGA") on behalf of those of Defendant's employees employed from one year prior to filing of this Notice through trial (the "Aggrieved Employees") for the Labor Code violations asserted in the Complaint. *See* Cal. Lab. Code §§ 2699, *et seq.*

As set forth in greater detail in the Complaint, Defendant violated their obligations under the California Labor Code by (1) failing to pay minimum wage for all hours worked; (2) failing to pay required overtime pursuant to Lab. Code §§ 510, 1198 (3-4) failing to provide rest and meal breaks pursuant to Lab. Code § 226.7(b); (5) failing to pay reporting time pay; (6) failing to provide suitable seating; (7) failing to reimburse employees for business expenditures pursuant to Lab. Code §2802; and (8) failing to provide and maintain records under Lab. Code §§ 226, 432, and 1198.5 due to Defendant's practices and policies.

C-Store Services, Inc.
July 9, 2026

Please feel free to contact us with any questions.

Very truly yours,

BARAHMAND LAW GROUP

A handwritten signature in black ink, appearing to read 'Navid Barahmand', written in a cursive style.

NAVID BARAHMAND, ESQ.
Navid@barahmandlaw.com

Enclosures: Exhibit A – PAGA Complaint

EXHIBIT A

1 Navid Barahmand (SBN. 340934)
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9 fax: (213) 465-4803

10 Attorneys for Plaintiff and the Aggrieved
11 Employees

12 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
13 **FOR THE COUNTY OF SAN LUIS OBISPO**

14 **Krystal Wilson**, individually and on behalf of all
15 similarly situated individuals,

16 Plaintiff,

17 vs.

18 **C-Store Services, Inc.**, a California
19 Corporation; **Salaheddin Hassan**, an
individual; and **Does 1-10**, inclusive;

20 Defendants.
21

CASE NO.

REPRESENTATIVE COMPLAINT FOR:

1) **PAGA Penalties (Labor Code §§ 2698, *et seq.*)**

1 Plaintiff Krystal Wilson, on behalf of the State of California, solely in her representative capacity
2 as a private attorney general under the Private Attorney General Act of 2004, Labor Code § 2699, et seq.
3 (“PAGA”), hereby brings this action on behalf of all “aggrieved employees” and alleges as follows, by
4 and through her counsel of record:

5 **PAGA ONLY ACTION**

6 1. PAGA authorizes “an aggrieved employee, acting as a proxy or agent of the state Labor
7 and Workforce Development Agency, to bring a civil action against an employer on behalf of himself or
8 herself and other current or former employees to recover civil penalties for Labor Code violations they
9 have sustained.” *Adolph v. Uber Techs.*, 14 Cal.5th 1104, 1113 (Cal. 2023).

10 2. “PAGA is designed primarily to benefit the general public, not the party bringing the
11 action.” *Id.*, at 1117. “A PAGA claim for civil penalties is fundamentally a law enforcement action. The
12 government entity on whose behalf the plaintiff files suit is the real party in interest.” *Id.* PAGA’s default
13 civil penalties are thus calculated to punish the employer for wrongdoing and to deter violations rather
14 than “compensate employees for actual losses incurred.” *Id.*

15 3. Ms. Wilson does not bring suit in her individual capacity and does not assert any
16 individual claims—she seeks only to recover civil penalties on behalf of the State of California and other
17 Aggrieved Employees as permitted under PAGA—she brings this action solely in her representative
18 capacity under the PAGA on behalf of the State of California and the other aggrieved employees of
19 Defendants. *See, e.g., Balderas v. Fresh Start Harvesting, Inc.*, 101 Cal. App. 5th 533, 539 (2024), *as modified*
20 (Apr. 18, 2024); *Rodriguez v. Packers Sanitation Servs. LTD., LLC*, 109 Cal. App. 5th 69, 75, 330 Cal. Rptr.
21 3d 256, 260 (2025), *reh’g denied* (Mar. 19, 2025) (“We will affirm the order on the ground that Parra is not
22 asserting individual PAGA claims in this case, and the trial court therefore could not have erred by failing
23 to compel such claims to arbitration.”); *Galarsa v. Dolgen California, LLC*, 115 Cal. App. 5th 1, 15 (2025),
24 *as modified* (Oct. 8, 2025) (“[T]he subdivision permitted the employee, as a representative of the [LWDA],
25 to bring a PAGA action seeking the recovery of civil penalties (1) for the Labor Code violations suffered
26 only by the employee, (2) for the Labor Code violations suffered only by other employees, or (3) both.”).

27 4. To the extent that statutory violations are mentioned for wage violations, Ms. Wilson
28 does not seek underlying general and/or special damages for those violations, but only references those

1 predicate violations as part of the State’s claim for civil penalties under PAGA.

2 5. Nothing in this complaint is—or should be construed—as an attempt to seek any relief
3 that would not be available in a PAGA-only proceeding.

4 **THE PARTIES**

5 6. Plaintiff **Krystal Wilson** (“Plaintiff”) is a resident of the County of San Luis Obispo in
6 the State of California. Ms. Wilson was employed as an hourly, non-exempt employee, of Defendants
7 from in or around December 8, 2025 until May 25, 2026.

8 7. Defendant **C-Store Services, Inc.** (“C-Store”) is a California corporation with a principal
9 place of business of 2860 North Santiago Blvd, Orange, California 92867. On information and belief,
10 employs at least 100 hourly, non-exempt employees.

11 8. Defendant **Salaheddin Hassan** (“Hassan”) is the Chief Executive Office at C-Store.
12 Upon information and belief, he is a resident of the County of Orange in the State of California. Upon
13 information and belief, as Mr. Hassan is a managing agent, director, and/or officer of Defendants and
14 because he caused or directed the acts described herein, he is personally liable for the Labor Code
15 violations set forth in this Complaint under Labor Code section 558.1.

16 9. The true names and capacities of the defendants named herein as Does 1-10, inclusive
17 (together with C-Store and Hassan as “Defendants”), are unknown to Plaintiff at this time. Accordingly,
18 Plaintiff brings this suit against them by fictitious names pursuant to California Code of Civil Procedure
19 section 474. Plaintiff believes that each of the Doe Defendants is a California resident and/or does
20 substantial business in the State of California. At all relevant times, Does 1-10 were acting within the
21 course and scope of their employment and agency with Defendants. Plaintiff is informed and believes
22 that each Doe Defendant is responsible for the injuries and damages alleged herein. Plaintiff will amend
23 this complaint to reflect Does 1-10’s true names and capacities when they have been determined.

24 10. Except as otherwise noted herein, Defendants participated in the acts alleged herein
25 and/or were the agents, servants, employees, or representatives of the other Defendants. At all times
26 relevant to this complaint, Defendants were acting within the course, scope, and authority of their agency
27 and employment such that the acts of one defendant are legally attributable to the other Defendants.
28 Defendants, in all respects, acted as employers and/or joint employers of Plaintiff and Aggrieved

1 Employees in that each of them exercised control over the wages, hours, and/or working conditions of
2 Defendants' hourly non-exempt employees.

3 **JURISDICTION AND VENUE**

4 11. The court has jurisdiction over all causes of action in this complaint pursuant to Article
5 VI, section 10 of the California Constitution. No federal question is at issue; Plaintiff relies solely on
6 California statutes and law, including the Labor Code, IWC Wage Orders, and Code of Civil Procedure.

7 12. Venue as to Defendants is proper in this Superior Court pursuant to California Code of
8 Civil Procedure section 395. The unlawful acts alleged have directly affected Plaintiff and similarly
9 situated employees within and throughout San Luis Obispo County.

10 **GENERAL ALLEGATIONS**

11 13. As a matter of uniform and systemic policy, Defendants failed to authorize and/or permit
12 non-exempt employees to take bona fide meal and rest breaks pursuant to Labor Code § 226.7. Upon
13 information and belief, Aggrieved Employees, including Plaintiff, were required to skip or interrupt their
14 meal and/or rest periods to serve customers, otherwise interrupt or cut short their meal and/or rest
15 periods, or remain on duty and under Defendants' control during their meal and/or rest periods to
16 perform other tasks at Defendants' directions due to Defendants' policies and practices. This included,
17 without limitation, Defendants requiring Aggrieved Employees, including Plaintiff, to continue servicing
18 gas station clientele due to the press of their job duties.

19 14. Furthermore, as a matter of uniform and systemic policy, Defendants authorize
20 nonexempt employees working a shift in excess of ten hours to receive only one thirty-minute meal
21 period rather than the two they are entitled to under law.

22 15. Accordingly, Defendants failed to authorize and permit compliant meal periods as
23 required by law.

24 16. In the same manner, and as a matter of uniform and systemic policy, Defendant required
25 non-exempt employees to continue working during their rest periods to serve customers, answering
26 phone calls, otherwise interrupting or cut short their rest periods, or remain on duty and under
27 Defendants' control during their rest periods to perform other tasks at Defendants' directions due to
28 Defendants' policies and practices. Additionally, on many occasions, employees were required to

1 interrupt or forego rest periods entirely to assist customers, respond to management directives, or
2 continue working due to insufficient staffing.

3 17. Accordingly, Defendants failed to authorize and permit compliant rest periods as required
4 by law.

5 18. In failing to authorize and/or permit meal and rest periods, Defendants have also
6 implemented a uniform policy of denying all required compensation in lieu of meal and rest periods to
7 its non-exempt employees, notwithstanding its actual knowledge that such employees were uniformly
8 denied compliant meal and rest periods.

9 19. Defendants further failed to compensate employees for all time worked time when
10 employees were forced to interrupt and/or work through their meal periods but were clocked out under
11 Defendants' time-keeping system (and therefore treated as not working). This resulted in employees
12 being denied both straight time and overtime pay,¹ where applicable, for the time during which they were
13 on call or under Defendants' control despite being off the clock for timekeeping purposes.

14 20. Defendants also failed to comply with California law regarding reporting time pay. Upon
15 information and belief, employees were required to show up to their regularly scheduled shifts but on
16 multiple occasions were sent home without being allowed to work or were put to work for half of their
17 regularly scheduled shift length. On such occasions, upon information and belief, employees were not
18 paid sufficient amounts under law when sent home without any work and/or were not paid at least half
19 their scheduled shift length.

20 21. In the same manner, and as a matter of uniform and systemic policy, Defendants failed
21 to pay non-exempt employees, including Plaintiff, for all hours worked by requiring them to travel
22 between multiple work locations during the workday without compensating them for such travel time.

23 22. Upon information and belief, Defendants regularly required employees to report to and
24 perform work at multiple locations during the same workday for Defendants' benefit. Despite requiring
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26 _____
27 ¹ Upon information and belief, Defendants also failed to pay overtime (and meal/rest period
28 premiums) at the correct rate of pay by failing to properly calculate the "blended" regular rate
of pay for Aggrieved Employees who were entitled to shift differential payments in the same pay
period in which they worked qualifying overtime (or earned premium payments).

1 such travel as part of employees' job duties and under Defendants' direction and control, Defendants
2 failed to compensate employees for all time spent traveling between work locations. By way of example,
3 Plaintiff was routinely required to travel between Defendants' locations, including between Oceano,
4 Guadalupe, and Arroyo Grande, without being compensated for such travel time. As a result, Defendants
5 failed to pay employees all minimum wages and, where applicable, overtime wages for all hours worked.

6 23. As a matter of uniform and systemic policy, Defendants required non-exempt employees
7 to utilize their personal cell phones for work-related purposes, including answering texts and calls from
8 their supervisors while at work or on a break, for purposes of scheduling and rescheduling future work,
9 being assigned tasks, and general administrative matters. Defendants further failed to compensate their
10 non-exempt employees for reasonable costs associated with utilizing their personal cell phones for work-
11 related purposes.

12 24. Additionally, Defendants required non-exempt employees to use their personal vehicles
13 for work-related purposes, including driving between Defendants' locations while on-the-clock, without
14 reimbursing employees for mileage, fuel, or vehicle expenses.

15 25. As a matter of uniform and systematic policy, Defendants failed to provide suitable
16 seating to Plaintiff and non-exempt employees as required by Wage Order No. 5-2001. Upon information
17 and belief, Plaintiff and the Aggrieved Employees spent substantial portions of their shifts operating the
18 cash register, assisting customers at the checkout counter, and performing other stationary tasks for
19 which the nature of the work reasonably permitted the use of a seat. Despite this, Defendants failed to
20 provide suitable seating at the checkout area or otherwise permit employees to perform such work while
21 seated, instead requiring employees to remain standing throughout their shifts.

22 26. As a matter of uniform and systemic policy, Defendants failed to provide its non-exempt
23 employees with accurate itemized wage statements in accordance with California's Labor Code. Upon
24 information and belief, Defendants failed to furnish Plaintiff, or Aggrieved Employees, either
25 semimonthly or at the time of each payment of wages, either as a detachable part of the check or
26 separately, an accurate, itemized statement in writing showing sick pay, gross wages earned, all
27 deductions, and the net wages earned by Plaintiff for the inclusive dates for which the Plaintiff worked,
28 including the unpaid premium payments owed to Plaintiffs and the Aggrieved Employees for their missed

meal and rest breaks.

FIRST CAUSE OF ACTION

California Labor Code §2699, et seq.

Private Attorneys General Act (“PAGA”) Penalties

(Plaintiff and Aggrieved Employees Against Defendants)

27. Standing. Under the California Private Attorneys General Act (“PAGA”), Labor Code § 2698, *et seq.*, an aggrieved employee may bring a representative action as a private attorney general, on behalf of herself and other current or former employees to recover penalties for an employer’s violations of the Labor Code and IWC Wage Orders.

28. Plaintiff is an “aggrieved employee” with standing to bring an action under PAGA, as she was employed by Defendants during the applicable statutory period and suffered the Labor Code violations alleged herein.

29. Plaintiff, on behalf of herself, the State of California, and all other Aggrieved Employees, brings this representative action pursuant to Labor Code § 2699, *et seq.*, seeking civil penalties for Defendants’ violation of Labor Code §§ 201, 202, 203, 204, 206.5, 210, 226, 226.3, 226.7, 351, 510, 512, 558, 1182.12, 1174, 1194, 1194.2, 1197, 1197.1, 1198², 1198.5, 1199, 1401 and 2802 as described herein, plus attorneys’ fees and costs.

30. Plaintiff does not bring suit in her individual capacity and does not assert any individual claims—she seeks only to recover civil penalties on behalf of the State of California and other Aggrieved Employees as permitted under PAGA—she brings this action solely in her representative capacity under the PAGA on behalf of the State of California and the other aggrieved employees of Defendants.

31. Entitlement to Penalties. Under the California Private Attorneys General Act (“PAGA”), Labor Code § 2698, *et seq.*, an aggrieved employee may bring a representative action as a private attorney general, on behalf of herself and other current or former employees, against whom a violation of the

² Defendants also denied Aggrieved Employees the right to suitable seating. Wage Order No. 5 provides that “[a]ll working employees shall be provided with suitable seats when the nature of the work reasonably permits the use of seats.” *Id.* § 11050(14)(A) (emphasis added). “When the employees are not engaged in the active duties of their employment and the nature of the work requires standing, an adequate number of suitable seats shall be placed in reasonable proximity to the work area and employees shall be permitted to use such seats when it does not interfere with the performance of their duties.” *Id.* § 11050(14)(B).

1 same provision(s) was committed, as well as the general public, to recover penalties for an employer's
2 violations of the Labor Code and IWC Wage Orders within one year of filing a notice to the Labor and
3 Workforce Development Agency.

4 32. These penalties shall be allocated sixty-five percent to the Labor and Workforce
5 Development Agency and thirty-five percent to the aggrieved employees.

6 33. These penalties may be "stacked" separately for each of Defendants' violations of the
7 Labor Code, subject to the exception enumerated in Labor Code section 2698(i). *See, e.g., Hernandez v.*
8 *Towne Park, Ltd.*, No. CV 12-02972, 2012 WL 2373372, at *17 n.77 (C.D. Cal. June 22, 2012); *see also*
9 *O'Connor v. Uber Techs., Inc.*, No. 13-CV-03826-EMC, 2016 WL 3548370, at *7 (N.D. Cal. June 30, 2016);
10 Labor Code § 2698(i).

11 34. The Aggrieved Employees are entitled to civil penalties under PAGA arising from the
12 following predicate violations of the Labor Code.³

13 35. *Failure to Pay Minimum Wage for All Hours Worked.* California law requires employers to
14 compensate employees for all time that an employee is "suffered or permitted to work," which includes
15 all time "when any employer 'directs, commands or restrains' an employee." *See, e.g., Morillion v. Royal*
16 *Packing Co.*, 22 Cal. 4th 575, 583 (2000).

17 36. Defendants failed to compensate Plaintiff and the Aggrieved Employees for all hours
18 worked because Defendants required its non-exempt employees to work through their legally mandated
19 meal and/or rest period or remain on duty and under Defendants' control during their meal and/or rest
20 periods to perform other tasks at Defendants' directions due to Defendants' policies and practices.
21 Accordingly, Defendants failed to pay Plaintiff and Aggrieved Employees for all hours worked where
22 they were under the control of Defendants.

23 37. *Failure to Pay Required Overtime.* California Labor Code §§ 510 and 1198 provide that it is
24 unlawful to employ persons without compensating them at a rate of pay either time-and-one-half or two-
25 times that person's regular rate of pay, depending on the number of hours worked by the person on a
26

27 _____
28 ³ To the extent that statutory violations are mentioned for wage violations, Plaintiff does not seek
underlying general and/or special damages for those violations, but only references them as part of the
State's claim for civil penalties under PAGA for those predicate violations.

1 daily or weekly basis.

2 38. Plaintiff and Aggrieved Employees who work more than eight hours in a day or more
3 than forty hours in a workweek are to be paid at the rate of time and one-half (1½) for all hours worked
4 in excess of eight hours in a day or more than forty hours in a workweek. An employee's regular rate of
5 pay includes all remuneration for employment paid to, or on behalf of, the employee, including
6 commissions, non-discretionary bonuses and incentive pay. *Alvarado v. Dart Container Corp.*, 4 Cal. 5th
7 542, 573 (2018), as modified (Apr. 25, 2018).

8 39. Plaintiff and other Aggrieved Employees were not paid overtime premiums at the correct
9 rate of pay for all of the hours they worked in excess of eight hours in a day, in excess of twelve hours in
10 a day, in excess of eight hours on the seventh consecutive day of work in a workweek, and in excess of
11 forty hours in a week for the reasons set forth above.

12 40. *Failure to Provide Compliant Meal Periods.* Labor Code section 226.7, 512(a), and 1198
13 provide that no employer shall require an employee to work during any meal period mandated by an
14 applicable order of the IWC. "An off-duty meal period, therefore, is one in which the employee is relieved
15 of all duty during the 30-minute meal period . . . an employer's obligation is to provide an off-duty meal
16 period: an uninterrupted 30-minute period during which the employee is relieved of all duty." *Brinker*
17 *Rest. Corp. v. Superior Court*, 53 Cal. 4th 1004, 1035 (2012).

18 41. Defendants' policies and practices served to deprive the Aggrieved Employees of legally
19 compliant 30-minute breaks free of employer control and/or relieved of all duties as described above.
20 Upon information and belief, Defendants also failed to pay all required premium payments at the at the
21 correct rate of pay.

22 42. *Failure to Provide Compliant Rest Periods.* Labor Code § 226.7, 512(a), and 1198 provide that
23 no employer shall require an employee to work during any rest or meal period mandated by an applicable
24 order of the IWC. On information and belief, Defendants failed to authorize or permit all required
25 compliant paid rest periods for shifts worked by Aggrieved Employees by requiring them to skip rest
26 periods, interrupt rest periods, work through rest periods, or remain under Defendant's control during
27 breaks due to Defendants' policies and practices as described above. Upon information and belief,
28 Defendants also failed to pay all required premium payments at the at the correct rate of pay.

43. *Failure to Provide Reporting Time Pay.* Labor Code § 1199 prohibits an employer from causing any employee to work under conditions of labor prohibited by an order of the Industrial Welfare Commission (IWC) or from violating, refusing, or neglecting to comply with any order of the commission's orders regarding wages, hours, and working conditions. Labor Code § 1198 states that the standard conditions of labor fixed by the commission shall be the standard conditions of labor for employees and forbids the employment of any employee under conditions of labor prohibited by the commission's wage orders.

44. Wage Order 5-2001 requires that each workday an employee is required to report for 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.

45. Defendants failed to pay reporting time to employees who were required to report into work within the meaning of the Wage Orders but were not put to work or were furnished less than half of their usual or scheduled shift. *See* Wage Order No. 5-2001, Section 5. *Ward v. Tilly's, Inc.*, 31 Cal. App. 5th 1167, 1183 (2019), review denied (May 15, 2019).

46. *Failure to Provide and Maintain Compliant Wage Statements.* Labor Code § 226 requires employers to furnish employees with an accurate, itemized statement in writing showing, among other things, (1) gross wages earned; (2) total hours worked by the employee (for hourly-paid, non-exempt employees); (3) all deductions; (4) net wages earned; (5) the inclusive dates of the period for which the employee is paid; (6) the name of the employee and the last four digits of his or her social security number; (7) the name and address of the legal entity that is the employer; and (8) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee.

47. At all times relevant to this complaint, Defendants' failure to pay premium wages for missed meal and/or rest periods further ensured that Plaintiff and Aggrieved Employees' wage statements inaccurately reflected gross and net wages earned. Defendants' failure to compensate all hours worked, earned premium pay, and/or all required overtime hours and rates further left the wage

1 statements they provided to employees to be inaccurate.

2 48. Defendants have also failed to keep accurate payroll records for Plaintiff and Aggrieved
3 Employees in accordance with Labor Code § 1174. Defendants' failure to keep and maintain accurate
4 payroll records reflecting hours worked and wages earned has impeded Plaintiff and Aggrieved
5 Employees' ability to calculate unpaid wages earned.

6 49. *Failure to Provide and Maintain Records.* Labor Code § 226 additionally provides that
7 employers "shall afford current and former employees the right to inspect or receive a copy of records
8 pertaining to their employment, upon reasonable request to the employer" and that employers "shall
9 comply with the request as soon as practicable, but no later than 21 calendar days from the date of the
10 request." Labor Code § 226 also requires that Defendants provide

11 50. Labor Code § 1198.5 provides that "[u]pon a written request from a current or former
12 employee, or his or her representative, the employer shall also provide a copy of the personnel records,
13 at a charge not to exceed the actual cost of reproduction, not later than 30 calendar days from the date
14 the employer receives the request . . ."

15 51. Labor Code § 432 provides that "[i]f an employee or applicant signs any instrument
16 relating to the obtaining or holding of employment, he shall be given a copy of the instrument upon
17 request."

18 52. Labor Code § 1174 requires employers to maintain payroll records showing the hours
19 worked daily by all employees, for a time not less than three years. Industrial Wage Order No. 5, Section
20 7 requires that an employer maintain "time records showing when the employee begins and ends each
21 work period" and make those records available to any employee upon reasonable request. *Id.*

22 53. Plaintiff Krystal Wilson, through counsel, requested copies of her records kept in
23 accordance with Labor Code §§ 226, 432, 1174, and 1198.5 by certified letter on May 28, 2026.

24 54. Defendants did not provide Ms. Wilson with all records required to be produced by these
25 statutes by these deadlines.

26 55. Defendants have a policy and practice of denying requests for employee records to their
27 current and former employees in California that violates Labor Code §§ 226, 432, 1174, and 1198.5 and
28 the Wage Orders. Under information and belief, Defendants also fail to maintain these records for the

1 statutorily prescribed length of time.

2 56. *Failure to Reimburse Necessary Business Expenses.* Labor Code § 2802 provides that “[a]n
3 employer shall indemnify his or her employee for all necessary expenditures or losses incurred by the
4 employee in direct consequence of the discharge of his or her duties, or of his or her obedience to the
5 directions of the employer.” Lab. Code § 2802.

6 57. On information and belief, Defendants required Aggrieved Employees to use their
7 personal cellphones in the regular course of employment by answering texts and/or calls from their
8 supervisors for purposes of scheduling and re-scheduling future work, being assigned tasks, general
9 administrative matters, but failed to reimburse them for this usage. *See Cochran v. Schwan’s Home Serv., Inc.*,
10 228 Cal. App. 4th 1137, 1144 (“We hold that when employees must use their personal cell phones for
11 work related calls, Labor Code section 2802 requires the employer to reimburse them. Whether the
12 employees have cell phone plans with unlimited minutes or limited minutes, the reimbursement owed is
13 a reasonable percentage of their cell phone bills.”).

14 58. Additionally, Defendants required non-exempt employees to use their personal vehicles
15 for work-related purposes, including driving between Defendants’ locations while on-the-clock, without
16 reimbursing employees for mileage, fuel, or vehicle expenses.

17 59. Procedural Requirements Met. On July 9, 2026, Plaintiff electronically filed a notice of
18 claims with the LWDA and sent a copy to Defendants by certified mail. Plaintiff did not receive notice
19 from the LWDA that it would be investigating the complaint nor did Plaintiff receive notice from the
20 LWDA that it was declining to investigate with the 65-day period under Labor Code § 2699.3. On
21 September 13, 2026, the sixty-five-day notice period expired as to all defendants. Since the LWDA took
22 no steps within the prescribed time to intervene, Plaintiff has exhausted all required administrative
23 remedies required to seek penalties under PAGA. *See* Lab. Code § 2699.3(a)(2). A true and correct copy
24 of Plaintiff’s PAGA Notice is attached herein as **Exhibit A**.

25 60. Plaintiff—as a representative of the People of the State of California—is entitled to seek
26 any and all penalties otherwise capable of being collected by the Labor Commission or Department of
27 Labor Standards Enforcement (“DLSE”) on behalf of the State of California through this Action.

28 **PRAYER FOR RELIEF**



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WHEREFORE, Plaintiff respectfully prays for judgment as follows:

- A. For civil penalties under PAGA to be determined by trial;
- B. For pre- and post-judgment interest as allowed;
- C. For preliminary and permanent injunctive relief;
- D. For reasonable attorney's fees and costs and expert fees and costs; and
- E. For such other relief as this Court deems just and proper.

Dated: July 9, 2026

KING & SIEGEL, LLP

By: _____
Elliot J. Siegel
Attorneys for Plaintiff

Dated: July 9, 2026

BARAHMAND LAW GROUP

By: _____
Navid Barahmand
Attorneys for Plaintiff