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Superior Court of California,
County of San Diego

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Clerk of the Superior Court
By M. Acevedo , Deputy Clerk

Attorneys for Plaintiff ILIJA KRESOVIC in a Representative capacity, and on behalf of other members of the general public similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SAN DIEGO

ILIJA KRESOVIC, in a Representative
capacity, and on behalf of other members of
the general public similarly situated,

Plaintiff,

v.

GALIN TRUCKING LLC, a forfeited
Nevada Limited Liability Company; and
BOJAN GALIN, an individual; and DOES
1-10, inclusive

Defendants

CASE NO. 25CU001270C

COMPLAINT FOR:

1. **MEAL AND REST PERIOD VIOLATIONS PURSUANT TO LABOR CODE § 2698 *et seq.***
2. **MINIMUM WAGE VIOLATIONS PURSUANT TO LABOR CODE § 2698 *et seq.***
3. **OVERTIME VIOLATIONS PURSUANT TO LABOR CODE § 2698 *et seq.***
4. **WAGE STATEMENT VIOLATIONS PURSUANT TO LABOR CODE § 2698 *et seq.***
5. **FAILURE TO REIMBURSE PURSUANT TO LABOR CODE § 2698 *et seq.***
6. **FAILURE TO PAY WAGES UPON SEPARATION PURSUANT TO LABOR CODE § 2698 *et seq.***
7. **FAILURE TO PRODUCE PERSONNEL RECORDS PURSUANT TO LABOR CODE § 2698 *et seq.***
8. **BREACH OF CONTRACT**

COMES NOW Plaintiff ILIJA KRESOVIC ("Plaintiff"), in a Representative capacity, on behalf of all aggrieved employees, and on behalf of other members of the general public similarly situated, and alleges for his complaint as follows:

PARTIES, JURISDICTION, AND VENUE

1. This Court has jurisdiction over this matter in that all parties are residents of, or do business within, the State of California and the amount in controversy exceeds the statutory minimum limit of this Court. The monetary damages and restitution sought by Plaintiff exceeds the minimal jurisdiction limits of the Superior Court and will be established according to proof at trial. Furthermore, there is no federal question at issue as Wage and Hour protections and remedies related thereto are based solely on California Law and Statutes, including the Labor Code, Civil Code, and IWC Wage Order(s). Also, the Ninth Circuit has recently held that, for purposes of establishing federal diversity jurisdiction, penalties pursuant to the Private Attorneys General Act of 2004 ("PAGA") may **not** be aggregated. *Urbino v. Orkin Servs. of California, Inc.*, 726 F.3d 1118, 1122 (9th Cir. 2013).
2. Venue before this Court is proper in that certain wrongful acts which gave rise to Plaintiff's injuries occurred in the County of San Diego, State of California.
3. Plaintiff is informed and believes and thereon alleges that at all relevant times mentioned herein, Defendant GALIN TRUCKING LLC, (Referred to herein as "Defendant" or "GTL"), was and is a Nevada Limited Liability Company forfeited under the California Secretary of State Office doing business throughout the state, including the County of San Diego, State of California. Defendant BOJAN GALIN, (Referred to herein as "Defendant" or "GTL"), was and is an individual doing business throughout the state, including the County of San Diego, State of California. Individual Bojan Galin is listed as Manager and Agent of Service of Process on Galin Trucking LLC's Statement of Information filed with the California Secretary of State's office.
4. Plaintiff is presently unaware of the true names, capacities and liability of Defendants named herein as DOES 1 through 10, inclusive. Accordingly, Plaintiff will seek leave of court to amend this complaint to allege their true names and capacities after the same have been

ascertained.

5. Plaintiff is informed and believes and thereon alleges that each of the fictitiously named Defendants is responsible in some manner for the wrongs and damages as herein alleged, and in so acting was functioning as the agent, servant, partner, and employee of the co-defendants, and in doing the actions mentioned below, was acting within the course and scope of his or her authority as such agent, servant, partner, and employee with the permission and consent of the co-defendants. Plaintiff's injuries as herein alleged were proximately caused by said defendants. Wherever it is alleged herein that any act or omission was done or committed by any specially named Defendant or Defendants, Plaintiff intends thereby to allege and does allege that the same act or omission was also done and committed by each and every defendant named as a DOE, both separately and in concert with the named Defendant or Defendants.
6. Plaintiff is informed and believes and thereon alleges that Defendants, and each of them, including DOES 1 through 10, are and at all times herein mentioned were either individuals, sole proprietorships, partnerships, registered professionals, corporations, alter egos or other legal entities which were licensed to do and/or were doing business in the County of San Diego, State of California at all times relevant to the subject matter of this action.

FACTUAL BACKGROUND

7. Plaintiff was employed by Defendants from approximately October 2022 through December 11, 2023. Throughout his employment with Defendants, Plaintiff performed his job in a capable, and competent manner.
8. Throughout the term of their employment, Plaintiff and all other aggrieved employees were, and currently are, denied the benefits and protections of the Labor Code due to Defendants' institutionalized pay practices, standard as to all of Defendants' California-based employees.
9. On December May 7, 2024, counsel for Plaintiff prepared and submitted via online filing a letter to the California Labor & Workforce Development Agency ("LWDA"). A copy of the letter was mailed to Defendant, via USPS Certified Mail. The letter contained the specific provisions of the California Labor Code and Business and Professions Code violated by Defendants, as well as the facts and theories in support of Plaintiff's claims. (Please see

Exhibit 1, a true and correct copy of this letter.)

10. The statutory time period for the LWDA to investigate and/or respond, and for the employer to respond, has concluded.
11. On June 30, 2023, Defendant and Plaintiff entered into an agreement whereby Plaintiff would "Lease to Purchase" a Tractor Truck and Semi-Trailer in Defendants possession to use while in his capacity as an employee of Defendant in and outside the state of California. The Tractor Truck was a 2015 Volvo Vnl 780 (Vehicle Identification Number 4V4NC9EH8FN181459). The Semi-Trailer was a 2018 Utility (Serial # 1UYVS2537J7172907).
12. Plaintiff made the initial down payment of \$20,000 dollars, paid insurance costs of approximately \$5,500 dollars, and invested in approximately \$12,000 dollars worth of repairs.
13. While having repairs made to the Tractor Truck, plaintiff was informed by the mechanic working on the vehicle that the Tractor Truck was not legal to operate in California. Plaintiff learned Defendant had made modifications to the Tractor Trucks engine which removed certain systems integral to its legal operation in the state of California.
14. Plaintiffs Mechanic informed Plaintiff it would not be possible to fix the damage Defendant had done to the Tractor Trucks engine.
15. Plaintiff requested a full reimbursement of his down payment and costs, Defendant refused.

REPRESENTATIVE ALLEGATIONS

16. As more specifically set forth below, Plaintiff brings this action in a representative capacity on behalf of all current and former aggrieved employees of Defendants. Code Civ. Proc. § 2699; *Arias v. Superior Court* (2009) 46 Cal. 4th 969, 980-981. Plaintiff is proceeding in a representative capacity under PAGA only. Plaintiff is not seeking individual relief. Throughout the operative limitations period, Plaintiff and all other aggrieved employees were denied the protections and benefits of the Labor Code due to Defendants' standard practices. Throughout their employment, Plaintiff and all other aggrieved employees were and are denied full and accurate compensation, including overtime compensation, in violation of, *inter alia*, Labor Code sections 510, 1194, and 1197. Plaintiff and the other aggrieved employees were and are denied Meal and Rest Periods and Meal and Rest Period payments, in violation of, *inter alia*,

- 1 Labor Code sections 226.7 and 512. Defendants failed to furnish accurate itemized wage
2 statements in violation of, *inter alia*, Labor Code section 226. Defendants failed to reimburse
3 Plaintiff and other aggrieved employees for necessary business expenditures in violation of,
4 *inter alia*, Labor Code section 2802. Defendants failed to provide all compensation due at
5 termination of employment in violation of, *inter alia*, Labor Code sections 201 through 203.
- 6 17. Plaintiff brings this action on the grounds that he and other current and former aggrieved
7 employees of Defendants were and are improperly denied the mandated wages resulting from
8 the above-referenced violations. Code Civ. Proc. § 2699; *Arias*, 46 Cal. 4th at 980-981. The
9 number of current and former aggrieved employees is believed to exceed Fifty (50) members.
- 10 18. The approximately Fifty (50) aggrieved employees are comprised of Defendants' current or
11 former California-based employees.
- 12 19. The questions of law and fact common to all aggrieved employees arising from Defendants'
13 actions include, among others, the following:
- 14 a. Whether Defendants failed to pay its employees the proper straight-time, overtime, and
15 double time wages due and owing to them;
 - 16 b. Whether Defendants failed to pay its employees all compensation due and owing at
17 termination of employment;
 - 18 c. Whether Defendants failed to provide its employees with statutorily-compliant Meal
19 and/or Rest Periods, in violation of, *inter alia*, California Labor Code section 512 and
20 226.7, in that Defendants' written policies are not compliant with California law, and
21 Defendants do not allow its employees duty-free Meal and/or Rest Periods on occasion;
 - 22 d. Whether Defendants failed to properly provide Meal and Rest Period Premiums in
23 accordance with law;
 - 24 e. Whether Defendants failed to properly calculate and pay its employees overtime
25 compensation or Meal and Rest Period Premiums in accordance with law by failing to
26 properly calculate, into the Regular Rate of Pay, the value of all employee benefits and
27 other non-discretionary compensation; and
 - 28 f. Whether Defendants failed to properly reimburse its employees for necessary business

expenditures for, *inter alia*, cell phone costs and other work supplies, in violation of Labor Code section 2802.

g. Whether Defendants failed to provide Plaintiff with his personnel file within 30 days of a written request in violation of Labor Code section 1198.5(a).

20. At all times mentioned herein, Defendants were subject to the Labor Codes and Industrial Welfare Commission Wage Orders of the State of California, including, but not limited to, California Labor Code section 2698 *et seq.*

21. At all times mentioned herein, Defendants are and were “employers” as that term is used within the relevant sections of the California Labor Code.

22. Plaintiff has exhausted his administrative remedies and pre-filing requirements pursuant to California Labor Code section 2699.3, and have also fulfilled all notice requirements under the statute.

23. Throughout the operative limitations period, Plaintiff and all other aggrieved employees were denied the protections and benefits of the Labor Code and IWC Wage Order(s) due to Defendants’ standard practices. Said violations are set forth below.

FIRST CAUSE OF ACTION
Meal and Rest Period Violations Pursuant to Labor Code § 2698 et seq.
Representative Action
(By Plaintiff against Defendants and DOES 1 through 10)

24. Plaintiff hereby incorporates by reference paragraphs 1 through 23 as though fully set forth herein.

25. Labor Code section 1198 states:

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.

Defendants violated this section by establishing working conditions below the standard of the applicable Wage Order.

26. Under applicable California law, “An employer may not employ an employee for a work period

- 1 of more than five hours per day without providing the employee with a Meal Period of not less
2 than 30 minutes [...] An employer may not employ an employee for a work period of more than
3 10 hours per day without providing the employee with a second Meal Period of not less than
4 30 minutes” Lab. Code § 512(a); see also 8 Cal. Code Regs. § 11090 (11)(A).
- 5 27. Unless the employee is relieved of all duty during a thirty (30) minute Meal Period, the Meal
6 Period shall be considered an “on duty” Meal Period and counted as time worked. 8 Cal. Code
7 Regs. § 11090 (11).
- 8 28. California law requires employers to provide nonexempt employees with a 10-minute Rest
9 Period for every four hours worked, or “major fraction thereof.” 8 Cal. Code Regs. § 11090
10 (11).
- 11 29. An employer who fails to provide Meal or Rest Periods as required by an applicable Wage
12 Order must pay the employee one additional hour of pay at the employee’s regular rate of pay
13 for each workday that the Meal or Rest Period was not provided. Lab. Code § 226.7(b); 8 Cal.
14 Code Regs. § 11090 (11), (12).
- 15 30. Within the operative time period, Defendants failed to possess compliant Meal and Rest Period
16 policies.
- 17 31. For example, Defendants do not possess a legal Meal Period policy or legal Rest Period policy,
18 and makes no attempt to ensure that its employees are either timely or wholly provided Meal
19 Periods or Rest Periods.
- 20 32. Defendants would also pressure employees to either skip, or cut short, Meal Periods and Rest
21 Periods, based on customer volume and coverage issues.
- 22 33. In addition, Defendants had notice of Plaintiff working outside of his scheduled and/or
23 reported hours, as well as within Meal and Rest Periods, but failed to provide any
24 compensation for this work-time.
- 25 34. Defendants willfully failed and refused to pay Plaintiff and all other aggrieved employees one
26 additional hour of pay at their regular rate of pay for all workdays that a Meal or Rest Period
27 was not provided, as required by Labor Code section 226.7 and IWC Wage Order 9 § (11),
28 (12).

- 1 35. Any payments made by Defendants for non-compliant Meal Periods were not paid at the
2 employee's regular rate in violation of Labor Code section 226.7 and the operative IWC Wage
3 Orders. Instead, these payments were made at an employee's base rate and did not include the
4 value of, *inter alia*, all actual compensation owed, and/or all employee benefits such as, for
5 example, non-discretionary compensation and other employee benefits.
- 6 36. As a direct result of Defendants' failure to comply with the foregoing provisions of the Labor
7 Code, Plaintiff and all other aggrieved employees have been damaged in an amount to be
8 proven at trial.
- 9 37. As California Labor Code Section 2699 provides for civil penalties recoverable by Plaintiff on
10 behalf of himself and all other aggrieved employees by and through Labor Code section
11 2699.3, and as Plaintiff has complied with all pre-filing requirements, Plaintiff may recover
12 these penalties pursuant to Labor Code section 2699, as more specifically set forth in the below
13 Prayer For Relief.
- 14 38. Plaintiff seeks an award of statutory civil penalties for each underpaid employee of Defendants
15 pursuant to Labor Code sections 2699(a) for each of these employees.
- 16 39. Plaintiff also seeks an award of reasonable attorneys' fees and costs pursuant to Labor Code
17 section 2699(g)(1).

18 **SECOND CAUSE OF ACTION**
19 **Minimum Wage Violations Pursuant to Labor Code § 2698 et seq.**
20 **Representative Action**
21 **(By Plaintiff against Defendants and DOES 1 through 10)**

- 22 40. Plaintiff hereby incorporates by reference paragraphs 1 through 39 as though fully set forth
23 herein.
- 24 41. Defendants failed to pay its employees all compensation due in violation of, among other
25 statutes, Labor Code section 1197. California law holds that the failure to pay for any work
26 time constitutes a violation of minimum wage laws. *Armenta v. Osmose, Inc.*, (2005) 135 Cal.
27 App.4th 314, 323. These violations were caused by and through Defendants' failure to
28 maintain accurate Time Records (as required by California law), to the detriment of the
employees. Specifically, although Defendants would receive "to-the-minute" start and end

1 times (from their employees' mandated timekeeping practices), Defendants would thereafter
2 alter - and deduct time from - the Time Records, prior to payment of compensation to the
3 employees. Additionally, the right to receive the proper minimum wage compensation was
4 impacted by Defendants knowingly failing to consider other work performed by the employees,
5 including all time employees were under Defendants' control. These actions, and instructions,
6 caused the employees to lose compensation, including proper minimum wage compensation
7 and overtime compensation. Moreover, Defendants instructed its employees to "self-round"
8 their actual work-times, with a lack of specific instruction as to how to accurately - and
9 neutrally - perform such a function.

10 42. As a result of Defendants' failure to comply with the provisions of the Labor Code, Plaintiff
11 and all other aggrieved employees have been damaged in an amount to be proven at trial.

12 43. As California Labor Code Section 2699 provides for civil penalties recoverable by Plaintiff
13 on behalf of himself and all other aggrieved employees by and through Labor Code section
14 2699.3, and as Plaintiff has complied with all pre-filing requirements, Plaintiff may recover
15 these penalties pursuant to Labor Code section 2699, as more specifically set forth in the below
16 Prayer For Relief.

17 44. Plaintiff seeks an award of statutory civil penalties for each underpaid employee of Defendants
18 pursuant to Labor Code sections 2699(a) for each of these employees.

19 45. Plaintiff also seeks an award of reasonable attorneys' fees and costs pursuant to Labor Code
20 section 2699(g)(1).

21 **THIRD CAUSE OF ACTION**
22 **Overtime Violations Pursuant to Labor Code § 2698 et seq.**
23 **Representative Action**
(By Plaintiff against Defendants and DOES 1 through 10)

24 46. Plaintiff hereby incorporates by reference paragraphs 1 through 44 as though fully set forth
25 herein.

26 47. Defendants failed to pay Plaintiff and all other aggrieved employees all compensation,
27 including overtime compensation, due in violation of, among other statutes, Labor Code
28 section 510. These violations occurred due to Defendants' illegal policies, referenced above,

whereby employees experienced monetary under-compensation. The systematic failure to provide proper overtime compensation is a violation of California law.

48. Additionally, Defendants also failed to provide the actual Overtime Rate of Pay by ignoring certain compensation when calculating the Regular Rate of Pay including, but not limited to, commissions, shift differentials, various forms of bonus and/or incentive pay, and the value of employee benefits and employee discounts, in violation of Labor Code section 510.

49. As a direct result of Defendants' failure to comply with the foregoing provisions of the Labor Code, Plaintiff and all other aggrieved employees have been damaged in an amount to be proved at trial.

50. As California Labor Code Section 2699 provides for civil penalties recoverable by Plaintiff on behalf of himself and all other aggrieved employees by and through Labor Code section 2699.3, and as Plaintiff has complied with all pre-filing requirements, Plaintiff may recover these penalties pursuant to Labor Code section 2699, as more specifically set forth in the below Prayer For Relief.

51. Plaintiff seeks an award of statutory civil penalties for each underpaid employee of Defendants pursuant to Labor Code sections 2699(a) for each of these employees.

52. Plaintiff also seeks an award of reasonable attorneys' fees and costs pursuant to Labor Code section 2699(g)(1).

FOURTH CAUSE OF ACTION
Wage Statement Violations Pursuant to Labor Code § 2698 et seq.
Representative Action
(By Plaintiff against Defendants and DOES 1 through 10)

53. Plaintiff hereby incorporates by reference paragraphs 1 through 52 as though fully set forth herein.

54. Defendants failed to provide Plaintiff and all other aggrieved employees with accurate itemized wage statements in violation of, among other statutes, Labor Code section 226. These violations include, but are not limited to, Defendants' failure to accurately identify all applicable regular and overtime (including double-time) rates of pay in violation of section 226(a)(9), and providing inaccurate representations of both "gross" and "net wages."

1 Defendants also failed to accurately list “all applicable hourly rates in effect during the pay
2 period and the corresponding number of hours worked at each hourly rate,” in violation of
3 226(a)(9). Defendants also failed to provide an accurate showing of the “total hours worked,”
4 in violation of Labor Code section 226(a)(2). For example, Defendants had notice of
5 employees working outside of their scheduled and/or reported hours, as well as within Meal
6 and Rest Periods, but did not provide compensation.

7 55. Further, the Defendants’ wage statement listings are confusing and employees cannot readily
8 ascertain their total hours worked, applicable rates, and all gross and net wages. As one
9 example, Defendants are apparently using a time calculating system other than “minutes”, but
10 without explanation to the employees within the wage statement.

11 56. As a direct result of Defendants’ failure to comply with the foregoing provisions of the Labor
12 Code, Plaintiff and all other aggrieved employees have been damaged in an amount to be
13 proven at trial.

14 57. As California Labor Code Section 2699 provides for civil penalties recoverable by Plaintiff on
15 behalf of himself all other aggrieved employees by and through Labor Code section 2699.3,
16 and as Plaintiff has complied with all pre-filing requirements, Plaintiff may recover these
17 penalties pursuant to Labor Code section 2699, as more specifically set forth in the below
18 Prayer For Relief.

19 58. Plaintiff seeks an award of statutory civil penalties for each underpaid employee of Defendants
20 pursuant to Labor Code sections 2699(a) for each of these employees.

21 59. Plaintiff also seeks an award of reasonable attorneys’ fees and costs pursuant to Labor Code
22 section 2699(g)(1).

23 **FIFTH CAUSE OF ACTION**
24 **Failure to Reimburse Pursuant to Labor Code § 2698 et seq.**
25 **Representative Action**
(By Plaintiff against Defendants and DOES 1 through 10)

26 60. Plaintiff hereby incorporates by reference paragraphs 1 through 59 as though fully set forth
27 herein.

28 61. Defendants failed to reimburse their employees for all necessary business expenditures

1 incurred in direct consequence of the discharge of their duties in violation of, among other
2 statutes, Labor Code section 2802. These expenditures are the result of, *inter alia*, Defendants'
3 standard policies which require its employees to incur mileage and to use their own cell phones
4 for work-related purposes, without reimbursement.

5 62. As a direct result of Defendants' failure to comply with the foregoing provisions of the Labor
6 Code, Plaintiff and all other aggrieved employees have been damaged in an amount to be
7 proven at trial.

8 63. As California Labor Code Section 2699 provides for civil penalties recoverable by Plaintiff on
9 behalf of himself and all other aggrieved employees by and through Labor Code section
10 2699.3, and as Plaintiff has complied with all pre-filing requirements, Plaintiff may recover
11 these penalties pursuant to Labor Code section 2699, as more specifically set forth in the below
12 Prayer For Relief.

13 64. Plaintiff seeks an award of statutory civil penalties for each underpaid employee of Defendants
14 pursuant to Labor Code sections 2699(a) for each of these employees.

15 65. Plaintiff also seeks an award of reasonable attorneys' fees and costs pursuant to Labor Code
16 section 2699(g)(1).

17 **SIXTH CAUSE OF ACTION**
18 **Failure to Pay Wages Upon Separation Pursuant to Labor Code § 2698 et seq.**
19 **Representative Action**
20 **(By Plaintiff against Defendants and DOES 1 through 10)**

21 66. Plaintiff hereby incorporates by reference paragraphs 1 through 65 as though fully set forth
22 herein.

23 67. Defendants failed to provide Plaintiff and other aggrieved employees with all wages earned and
24 unpaid at termination in violation of, among other statutes, Labor Code sections 201 through
25 203. These violations resulted from, among other unlawful actions, Defendants' willful failure
26 to provide accurate and complete compensation to aggrieved employees under Labor Code
27 sections 226.7, 510, 512, 1197, and 2802, as set forth above. Additionally, Defendants failed
28 to pay Plaintiff, and other aggrieved employees, all wages actually owed at the time of
termination including, but not limited to, holiday pay wages owed.

1 68. As a direct result of Defendants' failure to comply with the foregoing provisions of the Labor
2 Code, Plaintiff and all other aggrieved employees have been damaged in an amount to be
3 proven at trial.

4 69. As California Labor Code Section 2699 provides for civil penalties recoverable by Plaintiff on
5 behalf of himself and all other aggrieved employees by and through Labor Code section
6 2699.3, and as Plaintiff has complied with all pre-filing requirements, Plaintiff may recover
7 these penalties pursuant to Labor Code section 2699, as more specifically set forth in the below
8 Prayer For Relief.

9 70. Plaintiff seeks an award of statutory civil penalties for each underpaid employee of Defendants
10 pursuant to Labor Code sections 2699(a) for each of these employees.

11 71. Plaintiff also seeks an award of reasonable attorneys' fees and costs pursuant to Labor Code
12 section 2699(g)(1), and interest, pursuant to Labor Code section 218.6.

13 **SEVENTH CAUSE OF ACTION**
14 **Failure to Produce Personnel Records Pursuant to Labor Code § 2698 et seq.**
15 **Representative Action**
(By Plaintiff Representative against Defendant and DOES 1 through 10)

16 72. Plaintiff hereby incorporates by reference paragraphs 1 through 71 as though fully set forth
17 herein.

18 73. Labor Code section 1198.5(a) provides that every current and former employee has the right
19 to inspect and receive a copy of the personnel records that the employer maintains relating to
20 the employee's performance or to any grievance concerning the employee.

21 74. The employer has the duty to make these records available within 30 days of receipt of a
22 written request. Labor Code § 1198.5(b).

23 75. If an employer fails to permit a current or former employee, or his or her representative, to
24 inspect or copy personnel records within the times specified the current or former employee
25 or the Labor Commissioner may recover a penalty. Labor Code § 1198.5(k).

26 76. Pursuant to the PAGA statute "any provision of this code that provides for a civil penalty to
27 be assessed and collected by the Labor and Workforce Development Agency or any of its
28 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.” Labor Code § 2699.

77. Plaintiff made a written request to inspect his personnel file, by certified mail, to Defendants on December 7, 2023 and February 5, 2024. (See **Exhibit 1:Ex. B and C attached thereto**). No acknowledgment or response was ever received from Defendants.

78. As a direct result of Defendants failure to comply with the foregoing provisions of the Labor Code, Plaintiff and all other aggrieved employees have been damaged in an amount to be proven at trial.

79. As California Labor Code Section 2699 provides for civil penalties recoverable by Plaintiff on behalf of all aggrieved employees by and through Labor Code section 2699.3, and as Plaintiff has complied with all pre-filing requirements, Plaintiff may recover these penalties pursuant to Labor Code section 2699, as more specifically set forth in the below Prayer For Relief.

80. Plaintiff also seeks an award of reasonable attorney’s fees and costs pursuant to Labor Code section 2699(g)(1).

EIGHTH CAUSE OF ACTION
Breach of Contract
(By Plaintiff against Defendant and DOES 1-10)

81. Plaintiff hereby incorporates by reference paragraphs 1 through 80 as though fully set forth herein.

82. On June 30, 2023 Plaintiff and Defendant entered into a signed and notarized written contract in which Plaintiff agreed to pay Defendant on a “Lease to Purchase” basis a down payment of \$20,000 and 12 additional monthly payments of \$3,750.00 for: **1)** a Volvo Vnl 780- model year 2015- Vin # 4V4NC9EH8FN181459, Tractor Truck; and **2)** a Util-model year 2018- Serial # 1UYVS2537J7172907, Semi Trailer. (**Exhibit 2**).

83. Plaintiff and Defendant had a stated understanding that Plaintiff would use the Tractor Truck and Semi Trailer in his capacity as an employee of Defendant to routinely transport goods inside California State lines.

84. Plaintiff fulfilled his contractual obligation and made the initial down payment of \$20,000 dollars. Plaintiff also paid insurance costs of approximately \$5,500 dollars, and invested in

1 approximately \$12,000 dollars worth of repairs.

2 85. While having repairs made to the recently purchased Tractor Truck, plaintiff was informed by
3 the mechanic working on the repairs that the Tractor Truck was not legal to operate in
4 California and other states. Plaintiff learned Defendant had made previous modifications to the
5 Tractor Truck's engine which removed certain systems integral to its legal operation in the
6 state of California.

7 86. Plaintiff requested a full reimbursement of his down payment and costs, Defendant refused.

8 87. At all times relevant, Plaintiff performed all terms and conditions required of himself to be
9 performed under the Agreement.

10 88. Defendant breached the Agreement by misrepresenting the Tractor Truck Plaintiff was
11 purchasing could legally be operated inside the state of California. Plaintiff is therefore entitled
12 to compensatory damages.

13 89. As a proximate and direct result of the breach of the Agreement by Defendant, Plaintiff has
14 been damaged in an amount to be proven at trial together with interest thereon, and requests
15 damages and specific performance.

16 **PRAYER FOR RELIEF**

17 WHEREFORE, Plaintiff, on behalf of all aggrieved employees, pray for judgment as follows:

- 18 1. For an award of attorneys' fees and costs of suit herein pursuant to Labor Code section
19 2699(g)(1);
20 2. For an award of statutory civil penalties pursuant to Labor Code section 2699(f)(2); and
21 3. For such other relief as the Court deems just and proper.

22
23 Dated: January 8, 2025

SULLIVAN & YAECKEL LAW GROUP, APC

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25 
Eric K. Yaeckel

Ryan T. Kuhn

26 Attorneys for Plaintiff ILIJA KRESOVIC in a
27 Representative capacity only, and on behalf of other
28 members of the general public similarly situated

Exhibit 1

SULLIVAN & YAECKEL

LAW GROUP

A PROFESSIONAL CORPORATION

2330 THIRD AVENUE
SAN DIEGO, CALIFORNIA 92101

PHONE 619-702-6760
FACSIMILE 619-702-6761

May 7, 2024

Labor and Workforce Development Agency
Attn. PAGA Administrator

Submitted Via Online Filing

Re: **Ilija Kresovic v. Galin Trucking LLC; and Bojan Galin**
Our File No.: 7397

Dear Administrator:

Please allow this correspondence to serve as “written notice,” as required by California Labor Code section 2699.3(a)(1), of the specific provisions of the California Labor Code believed to have been violated by Galin Trucking LLC, and Bojan Galin (hereinafter collectively referred to as “GTL”), in the above referenced matter. This “written notice” is filed on behalf of Ilija Kresovic (hereinafter “Mr. Kresovic”) and all current and former non-exempt employees employed by GTL. Thank you for your assistance and instruction on this issue.

The specific provisions alleged to have been violated by GTL are as follows:

CALIFORNIA LABOR CODE SECTIONS 201-203, 204, 226, 226(a), 226.7, 510, 512, 1194, 1197.1, 1198.5 and 2802, as well as IWC Wage Order 9, codified as Title 8, California Code of Regulations, section 11090 *et seq.*, or any other applicable wage orders.

Facts and theories supporting the allegations: Mr. Kresovic was employed as a non-exempt employee for GTL from approximately October 2022 through December 11, 2023.

PLEASE NOTE: The California Court of Appeal recently confirmed in *Atempa v. Pedrazzani* and *Usher v. White*, that under CA Labor Code section 558, PAGA penalties can be levied on individual owners, officers, and agents of the business for violations of California minimum wage and overtime laws. Pursuant to section 558, this includes violations of sections: 203, 226, 226.7, 1193.6, 1194, and 2802. Individual Bojan Galin is listed as Manager and Agent of Service of Process on Galin Trucking LLC’s Statement of Information filed with the California

Throughout the term of Mr. Kresovic's employment, GTL required Mr. Kresovic and all other non-exempt employees to experience actions illegal under the California Labor Code, including the following:

Minimum Wage and Overtime Violations

- GTL failed to provide all compensation, including minimum wage and overtime compensation, as well as compensation for work performed inside of Meal and Rest Periods, to its employees in violation of, *inter alia*, Labor Code sections 1194, 204, 510, IWC Wage Order 9, and/or any other applicable wage orders. This illegal action is due, in part, to GTL's policies of (1) failing to properly retain accurate Time Records, in violation of California law, and (2) failing to provide compensation (including both minimum and overtime compensation) for all time worked by the employees, or in control of the employer. For instance, GTL would instruct Mr. Kresovic to report scheduled (as opposed to *actual*) work hours, resulting in a loss of compensation. Additionally, GTL would often require Mr. Kresovic to work extended hours (beyond scheduled hours), without compensation.
- Additionally, among other issues, GTL has notice of Mr. Kresovic, and others, working outside of their scheduled and/or reported hours, as well as *within* Meal and Rest Periods, but fails to provide any compensation for this work-time. Mr. Kresovic was frequently scheduled to be "On Call" outside of when his work shifts ended, but was never compensated for this time. Further, GTL failed to properly calculate and pay overtime at the actual overtime rate of pay, as GTL ignores certain compensation when calculating the Regular Rate of Pay.

Failure to Provide Compliant Meal Periods

- GTL failed to provide compliant Meal Periods or requisite Meal Period penalty payments, in violation of, *inter alia*, Labor Code sections 226.7, 512, and IWC Wage Order 9, and/or any other applicable wage orders. For example, GTL does not possess a legal Meal Period policy and makes no attempt to ensure that its employees are either timely or wholly provided Meal Periods. The employees would often either miss a Meal Period entirely, or be provided a short or untimely Meal Period. Whether or not an employee was provided a Meal Period was often contingent upon how busy the employees were on a given day. Plaintiff often did not receive a Meal Period due to traveling to and from work sites throughout the State of California.
- GTL would pressure its employees to either skip, or cut short, a Meal Period as employees were expected to respond to supervisors and/or work related matters at all times. GTL has never provided a compliant Meal Period penalty payment to any employee as to the above referenced issues. Finally, on the rare occasions when

employees *were* paid Meal Period penalties (*i.e.* California Meal Period Premiums), such payments do not “cure” the stated Labor Code violation under section 226.7. The California Supreme Court held that “An employer’s failure to provide an additional hour of pay does not form part of a section 226.7 violation, and an employer’s provision of an additional hour of pay does not excuse a section 226.7 violation. The failure to provide required meal and rest breaks is what triggers a violation of section 226.7.” *Kirby v. Immoos Fire Protection, Inc.* (2012) 53 Cal.4th 1244, 1256, italics added. Even more recently, a 2020 California Supreme Court ruling stated that, “The remedy for a Labor Code violation, through settlement or other means, is distinct from the fact of the violation itself. For example, employers can pay an additional hour of wages as a remedy for failing to provide meal and rest breaks. (§ 226.7, subd. (c).) But we have held that payment of this statutory remedy ‘does not excuse a section 226.7 violation.’” *Kim v. Reins International California, Inc.*, (2020) 9 Cal.5th 73. To be clear, payment of a Meal Period penalty to employees does not rectify the violation, it is in fact an admission of a Labor Code violation. Finally, GTL failed to pay Meal Period Premiums at the proper rate, as GTL fails to either **(1)** pay a full hours worth of pay, or **(2)** properly calculate the regular rate of pay for purposes of determining the premium rate owed. *Ferra v. Loews Hollywood Hotel, LLC*, (2021) 11 Cal.5th 858.

- GTL required its employees to constantly monitor their cell phones/radios and be “on-call” at all times, specifically during Meal Periods. On occasion, GTL would interrupt, or cut short, its employees’ Meal Periods and require them to return to work.
- GTL illegally retained control over its employees during Meal Periods. For example, GTL required its employees to “remain on the premises,” and to remain “On Call” (*i.e.* monitor their phones and radios) at all times, including during Meal Periods.

Failure to Provide Compliant Rest Periods

- GTL failed to provide compliant Rest Periods or requisite Rest Period penalty payments, in violation of, *inter alia*, Labor Code sections 226.7, 512, and IWC Wage Order 9, and/or any other applicable wage orders. For example, GTL does not possess a legal Rest Period policy, as its Rest Period policy lacks required language under California law. GTL makes no attempt to ensure that its employees are either timely or wholly provided Rest Periods. The employees would often either miss a Rest Period entirely, be provided a short or untimely Rest Period, or be provided only one Rest Period, even when they were working in excess of 6.5 hours a day. GTL would pressure its employees to either skip, or cut short, a Rest Period as employees were expected to respond to supervisors at all times. GTL has never provided a compliant Rest Period penalty payment to any employee as to the above referenced issues. Finally, on the rare occasions in which GTL would provide a Rest Period

penalty, it would pay said penalty at an improper (and *lesser*) rate, due to the failure to properly calculate the Regular Rate of Pay.

- GTL required its employees to constantly monitor their cell phones/radios and be “on-call” at all times, specifically during Rest Periods. On occasion, GTL would interrupt, or cut short, its employees’ Rest Periods and require them to return to work. Mr. Kresovic was required to respond to supervisors and work related matters during his Rest Periods.
- Finally, GTL illegally retained control over its employees during Rest Periods. For example, GTL required its employees to “remain on the premises,” and to remain “On Call” (*i.e.* monitor their telephones and radios) at all times, including during Rest Periods.

Wage Statement Violations

- GTL violated Labor Code section 226(a)(2) by failing to furnish an accurate showing of all hours worked at each hourly rate by the employee. Mr. Kresovic and other employees were not compensated for all hours worked (due in part to GTL’s requirement that employees list only *scheduled* work-times, not actual work-times.)
- GTL violated Labor Code section 226(a)(5) by failing to furnish an accurate showing of the net wages earned by its employees. For example, GTL (a) would not provide compensation for all hours and minutes worked, (b) would use an improper (and lesser) Overtime Rate of Pay, and (c) would fail to pay Meal and/or Rest Period penalties when due. Further, on the rare occasions in which GTL would provide a Meal or Rest Period penalty, it would pay said penalty at an improper (and lesser) rate, due to the failure to properly calculate the Regular Rate of Pay.
- GTL violated Labor Code section 226(a)(9) by failing to furnish an accurate showing of all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee. GTL does not explain how its system describes “time worked” on the Wage Statement itself. As such, Mr. Kresovic cannot “readily ascertain” what these figures mean. This is because GTL is apparently using a time-calculating system other than “minutes,” but without explanation to the employees within the wage statement. As minutes are measured on a scale of 1 through 60, it is not apparent what these figures (*i.e.* “.75”) are meant to represent. Without an explanation for how these figures were arrived at, employees cannot “readily ascertain” their total hours worked. Therefore, GTL failed to provide an accurate showing of the “total hours worked” by its employees pursuant to section 226(a)(2), due to all the aforesaid reasons.

Failure to Provide Compliant Expense Reimbursement Payments

- GTL failed to provide compliant expense reimbursement payments in violation of, *inter alia*, Labor Code section 2802, by failing to provide payments for expenses incurred by Mr. Kresovic, and other non-exempt employees, including expenses for cell-phone costs and mileage.

Willful Failure to Provide All Compensation to Ex-Employees

- GTL failed to provide all compensation upon termination of employment in violation of Labor Code sections 201-203, due, in part, to the fact that GTL failed to provide proper compensation for all hours worked, and failed to pay full Meal or Rest Period penalties, as discussed above.

Failure to Comply with Personnel File Request

- GTL failed to provide a copy of Mr. Kresovic's personnel files. On December 7, 2023 and February 5, 2024, our office on behalf of Mr. Kresovic made a requests for his personnel files. (Please see **Exhibit B**). As of the current date it has been **151 days** since Mr. Kresoic has requested a copy of his personnel files. Accordingly, GTL is liable to Mr. Kresovic under Cal. Civ. Code section 1198.5.

To confirm, GTL is a "person" as defined within California Labor Code section 18.

Again, thank you for your assistance and instruction throughout this matter. Should you have any questions or comments, please do not hesitate to contact the undersigned.

Very Truly Yours,



Karoline D. Kitlowski, Esq.

Via Certified U.S. Mail

BOJAN GALIN
Agent for Service of Process for
GALIN TRUCKING LLC
9489 Fairgrove Ln
San Diego, CA, 92129

BOJAN GALIN

Agent for Service of Process for

GALIN TRUCKING LLC.

12664 Torrey Bluff Drive, Unit 210

San Diego, CA 92130

BOJAN GALIN

Agent of Service of Process for

GALIN TRUCKING LLC

8261 Abercrombe Way

Las Vegas, NV 89145

Exhibit A



Secretary of State
Statement of Information
(Limited Liability Company)

LLC-12

17-B67934

FILED

In the office of the Secretary of State
of the State of California

DEC 06, 2017

This Space For Office Use Only

IMPORTANT — Read instructions **before completing this form.**

Filing Fee – \$20.00

Copy Fees – First page \$1.00; each attachment page \$0.50;
Certification Fee - \$5.00 plus copy fees

1. Limited Liability Company Name (Enter the exact name of the LLC. If you registered in California using an alternate name, see instructions.)

GALIN TRUCKING LLC

2. 12-Digit Secretary of State File Number

201733910050

3. State, Foreign Country or Place of Organization (only if formed outside of California)

NEVADA

4. Business Addresses

a. Street Address of Principal Office - Do not list a P.O. Box
905 BOULDER SPRINGS DR UNIT 201

City (no abbreviations)
LAS VEGAS

State
NV

Zip Code
89128

b. Mailing Address of LLC, if different than Item 4a
2410 W MEMORIAL RD STE C533

City (no abbreviations)
OKLAHOMA CITY

State
OK

Zip Code
73134

c. Street Address of California Office, if Item 4a is not in California - Do not list a P.O. Box

City (no abbreviations)

State
CA

Zip Code

5. Manager(s) or Member(s)

If no managers have been appointed or elected, provide the name and address of each member. At least one name and address must be listed. If the manager/member is an individual, complete Items 5a and 5c (leave Item 5b blank). If the manager/member is an entity, complete Items 5b and 5c (leave Item 5a blank). Note: The LLC cannot serve as its own manager or member. If the LLC has additional managers/members, enter the name(s) and addresses on Form LLC-12A (see instructions).

a. First Name, if an individual - Do not complete Item 5b
BOJAN

Middle Name

Last Name
GALIN

Suffix

b. Entity Name - Do not complete Item 5a

c. Address
905 BOULDER SPRINGS DR UNIT 201

City (no abbreviations)
LAS VEGAS

State
NV

Zip Code
89128

6. Service of Process (Must provide either Individual OR Corporation.)

INDIVIDUAL – Complete Items 6a and 6b only. Must include agent's full name and California street address.

a. California Agent's First Name (if agent is not a corporation)
BOJAN

Middle Name

Last Name
GALIN

Suffix

b. Street Address (if agent is not a corporation) - Do not enter a P.O. Box
12664 TORREY BLUFF DR UNIT 210

City (no abbreviations)
SAN DIEGO

State
CA

Zip Code
92130

CORPORATION – Complete Item 6c only. Only include the name of the registered agent Corporation.

c. California Registered Corporate Agent's Name (if agent is a corporation) – Do not complete Item 6a or 6b

7. Type of Business

a. Describe the type of business or services of the Limited Liability Company
TRUCKING COMPANY

8. Chief Executive Officer, if elected or appointed

a. First Name

Middle Name

Last Name

Suffix

b. Address

City (no abbreviations)

State

Zip Code

9. The information contained herein, including any attachments, is true and correct.

12/06/2017

BOJAN GALIN

MEMBER

Date

Type or Print Name of Person Completing the Form

Title

Signature

Return Address (Optional) (For communication from the Secretary of State related to this document, or if purchasing a copy of the filed document enter the name of a person or company and the mailing address. This information will become public when filed. SEE INSTRUCTIONS BEFORE COMPLETING.)

Name:

Company:

Address:

City/State/Zip:

Exhibit B

SULLIVAN & YAECKEL

LAW GROUP

A PROFESSIONAL CORPORATION

2330 THIRD AVENUE
SAN DIEGO, CALIFORNIA 92101

PHONE 619-702-6760
FACSIMILE 619-702-6761

December 7, 2023

Via Certified U.S. Mail

Bojan Galin
Agent for Service of Process for
GALIN TRUCKING LLC.
12664 Torrey Bluff Drive, Unit 210
San Diego, CA 92130

Bojan Galin
Agent for Service of Process for
GALIN TRUCKING LLC.
905 Boulder Springs Dr., Unit 201
Las Vegas, NV 89128

Re: **ILIJKA KRESOVIC**
Our File no.: 7397

Dear Human Resources Director:

Please allow this correspondence to serve as a request for personnel records in possession of Galin Trucking, LLC (hereinafter referred to as "GTL"). Our client, Ilija Kresovic ("Mr. Kresovic"), requests (a) to inspect his personnel files and records, (b) to copy payroll records pertaining to his employment, and (c) that GTL produce copies of all instruments Mr. Kresovic signed relating to his employment. Thank you for your assistance in this matter.

Please find attached a copy of an Authorization to Disclose Information, signed by Mr. Kresovic.

The instant request is made pursuant to, among others, California Labor Code section 1198.5:

(a) Every employee has **the right to inspect the personnel records** that the employer maintains relating to the employee's performance or to any grievance concerning the employee.

(b) The employer shall make the contents of those personnel records **available to the employee at reasonable intervals and at reasonable times**. Except as provided in paragraph (3) of subdivision (c), the employer shall not be required to make those personnel records available at a time when the employee is actually required to render service to the employer.

(c) The employer **shall** do one of the following:

(1) Keep a copy of each employee's personnel records at the place where the employee reports to work.

(2) Make the employee's personnel records available at the place where the employee reports to work within a reasonable period of time following an employee's request.

(3) Permit the employee to inspect the personnel records at the location where the employer stores the personnel records, with no loss of compensation to the employee.

Additionally, Mr. Kresovic requests that GTL make his payroll records available for copying, pursuant to California Labor Code sections 226(a)-(b):

(a) Every employer shall, semimonthly or at the time of each payment of wages, furnish each of his or her employees, either as a detachable part of the check, draft, or voucher paying the employee's wages, or separately when wages are paid by personal check or cash, an accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the 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 his or her social security number, except that by January 1, 2008, only the last four digits of his or her social security number or an employee identification number other than a social security number may be shown on the itemized statement, (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. The deductions made from payments of wages shall be recorded in ink or other indelible form, properly dated, showing the month, day, and year, and a copy of the statement or a record of the deductions shall be kept on file by the employer for at least three years at the place of employment or at a central location within the State of California.

(b) **An employer that is required** by this code or any regulation adopted pursuant to this code to **keep the information required by subdivision (a) shall afford current and former employees the right to inspect or copy the records pertaining to that current or former employee**, upon reasonable request to the employer. The employer may take reasonable steps to assure the identity of a current or former employee. If the employer provides copies of the records, the actual cost of reproduction may be charged to the current or former employee.

Further, Mr. Kresovic requests that GTL make his time records available for copying, pursuant to California Code of Regulations, title 8, section 11050(5)(A)-(C):

(A) Every employer shall keep accurate information with respect to each employee including the following:

(1) Full name, home address, occupation and social security number.

(2) Birth date, if under 18 years, and designation as a minor.

(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.** Meal periods during which operations cease and authorized rest periods need not be recorded.

(4) Total wages paid each payroll period, including value of board, lodging, or other compensation actually furnished to the employee.

(5) **Total hours worked in the payroll period and applicable rates of pay. This information shall be made readily available to the employee upon reasonable request.**

(6) When a piece rate or incentive plan is in operation, piece rates or an explanation of the incentive plan formula shall be provided to employees. An accurate production record shall be maintained by the employer.

(B) Every employer shall semimonthly or at the time of each payment of wages furnish each employee, either as a detachable part of the check, draft, or voucher paying the employee's wages, or separately, an itemized statement in writing showing: (1) all deductions; (2) the inclusive dates of the period for which the employee is paid; (3) the name of the employee or the employee's social security number; and (4) the name of the

employer, provided all deductions made on written orders of the employee may be aggregated and shown as one item.

(C) All required records shall be in the English language and in ink or other indelible form, properly dated, showing month, day and year, and shall be kept on file by the employer for at least three years at the place of employment or at a central location within the State of California. **An employee's records shall be available for inspection by the employee upon reasonable request.**

Mr. Kresovic also requests that produce copies of any instrument he signed relating to his employment with GTL pursuant to California Labor Code section 432:

If an employee or applicant signs any instrument relating to the obtaining or holding of employment, **he shall be given a copy of the instrument upon request.**

Finally, please be aware of Labor Code sections 226, 432, and 1198.5. Section 226(c) states:

An employer who receives a written or oral request to inspect or copy records pursuant to subdivision (b) pertaining to a current or former employee shall comply with the request as soon as practicable, but **no later than 21 calendar days** from the date of the request. A violation of this subdivision is an infraction.

Given the above, we respectfully request that you provide Mr. Kresovic's personnel files and Time Records for his inspection, and produce copies of all instruments signed by him relating to his employment with GTL. Please understand that unless we receive a formal reply by **Friday, December 29, 2023** we will have no option but to proceed formally, seeking all available remedies.

Again, thank you for your assistance throughout this matter. Should you have any questions or comments, please do not hesitate to contact the undersigned.

Very truly yours,

Karoline Kitlowski

Karoline D. Kitlowski, Esq.

Exhibit C

SULLIVAN & YAECKEL

LAW GROUP

A PROFESSIONAL CORPORATION

2330 THIRD AVENUE
SAN DIEGO, CALIFORNIA 92101

PHONE 619-702-6760
FACSIMILE 619-702-6761

February 5, 2024

Via Certified U.S. Mail

Bojan Galin
Agent for Service of Process for
GALIN TRUCKING LLC.
8261 Abercrombe Way
Las Vegas, NV 89145

Re: **ILIJA KRESOVIC**
Our File no.: 7397

Dear Human Resources Director:

Please allow this correspondence to serve as a request for personnel records in possession of Galin Trucking, LLC (hereinafter referred to as "GTL"). Our client, Ilija Kresovic ("Mr. Kresovic"), requests (a) to inspect his personnel files and records, (b) to copy payroll records pertaining to his employment, and (c) that GTL produce copies of all instruments Mr. Kresovic signed relating to his employment. Thank you for your assistance in this matter.

Please find attached a copy of an Authorization to Disclose Information, signed by Mr. Kresovic.

The instant request is made pursuant to, among others, California Labor Code section 1198.5:

- (a) Every employee has **the right to inspect the personnel records** that the employer maintains relating to the employee's performance or to any grievance concerning the employee.
- (b) The employer shall make the contents of those personnel records **available to the employee at reasonable intervals and at reasonable times**. Except as provided in paragraph (3) of subdivision (c), the

employer shall not be required to make those personnel records available at a time when the employee is actually required to render service to the employer.

(c) The employer **shall** do one of the following:

(1) Keep a copy of each employee's personnel records at the place where the employee reports to work.

(2) Make the employee's personnel records available at the place where the employee reports to work within a reasonable period of time following an employee's request.

(3) Permit the employee to inspect the personnel records at the location where the employer stores the personnel records, with no loss of compensation to the employee.

Additionally, Mr. Kresovic requests that GTL make his payroll records available for copying, pursuant to California Labor Code sections 226(a)-(b):

(a) Every employer shall, semimonthly or at the time of each payment of wages, furnish each of his or her employees, either as a detachable part of the check, draft, or voucher paying the employee's wages, or separately when wages are paid by personal check or cash, an accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the 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 his or her social security number, except that by January 1, 2008, only the last four digits of his or her social security number or an employee identification number other than a social security number may be shown on the itemized statement, (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. The deductions made from payments of wages shall be recorded in ink or other indelible form, properly dated, showing the month, day, and year, and a copy of the statement or a record of the deductions shall be kept on file by the employer for at least three years at the place of employment or at a central location within the State of California.

(b) **An employer that is required** by this code or any regulation adopted pursuant to this code to **keep the information required by subdivision (a) shall afford** current and former employees the right to inspect or copy the records pertaining to that current or former employee, upon reasonable request to the employer. The employer may take reasonable steps to assure the identity of a current or former employee. If the employer provides copies of the records, the actual cost of reproduction may be charged to the current or former employee.

Further, Mr. Kresovic requests that GTL make his time records available for copying, pursuant to California Code of Regulations, title 8, section 11050(5)(A)-(C):

(A) Every employer shall keep accurate information with respect to each employee including the following:

(1) Full name, home address, occupation and social security number.

(2) Birth date, if under 18 years, and designation as a minor.

(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.** Meal periods during which operations cease and authorized rest periods need not be recorded.

(4) Total wages paid each payroll period, including value of board, lodging, or other compensation actually furnished to the employee.

(5) **Total hours worked in the payroll period and applicable rates of pay. This information shall be made readily available to the employee upon reasonable request.**

(6) When a piece rate or incentive plan is in operation, piece rates or an explanation of the incentive plan formula shall be provided to employees. An accurate production record shall be maintained by the employer.

(B) Every employer shall semimonthly or at the time of each payment of wages furnish each employee, either as a detachable part of the check, draft, or voucher paying the employee's wages, or separately, an itemized statement in writing showing: (1) all deductions; (2) the inclusive dates of the period for which the employee is paid; (3) the name of the employee or the employee's social security number; and (4) the name of the employer, provided all deductions made on written orders of the employee may be aggregated and shown as one item.

(C) All required records shall be in the English language and in ink or other indelible form, properly dated, showing month, day and year, and shall be kept on file by the employer for at least three years at the place of employment or at a central location within the State of California. **An**

employee's records shall be available for inspection by the employee upon reasonable request.

Mr. Kresovic also requests that produce copies of any instrument he signed relating to his employment with GTL pursuant to California Labor Code section 432:

If an employee or applicant signs any instrument relating to the obtaining or holding of employment, **he shall be given a copy of the instrument upon request.**

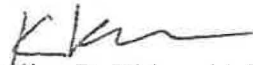
Finally, please be aware of Labor Code sections 226, 432, and 1198.5. Section 226(c) states:

An employer who receives a written or oral request to inspect or copy records pursuant to subdivision (b) pertaining to a current or former employee shall comply with the request as soon as practicable, but **no later than 21 calendar days** from the date of the request. A violation of this subdivision is an infraction.

Given the above, we respectfully request that you provide Mr. Kresovic's personnel files and Time Records for his inspection, and produce copies of all instruments signed by him relating to his employment with GTL. Please understand that unless we receive a formal reply by **Wednesday, February 26, 2024** we will have no option but to proceed formally, seeking all available remedies.

Again, thank you for your assistance throughout this matter. Should you have any questions or comments, please do not hesitate to contact the undersigned.

Very truly yours,


Karoline D. Kitlowski, Esq.

AUTHORIZATION TO DISCLOSE INFORMATION

This will authorize all employers, attorneys, government agencies, including the California Department of Motor Vehicles and the City of San Diego, credit bureaus, credit grantors, debt collection agencies and any and all persons to whom it may be presented to disclose to my attorneys Sullivan & Yaeckel Law Group APC or to any authorized representative; any and all information records and reports concerning me, or any matter in which I am interested, including any and all debts, collections, employment, credit, debts, or any other matters, all as fully and as freely as you would disclose the same to me personally, it being my intent that this authorization is to serve as my consent to a full disclosure in any circumstances where my consent may be requested or required.

A copy of this authorization shall be accepted as the original. This authorization shall expire one year from the date of signature.

DATED: 12/7/2023


ILIJA KRESOVIC

Exhibit 2



Galin Trucking LLC
8261 Abercrombe Way
Las Vegas, Nevada 89145
US DOT 3049586
MC 049108

This agreement, made this 30 day of JUN, 20__ by and between

Lessor (owner/operator – operator) Ilija Kresovic DRL #D7433813 and

Lessee (carrier being leased onto) Galin Trucking LLC/Bojan Galin

Lease to purchase **Volvo Vnl 780 – year 2015 – VIN # 4V4NC9EH8FN181459**

Lease to purchase **Util – year 2018 – SERIAL NUMBER # 1UYVS2537J7172907**

Ilija Kresovic is agreeing on terms 12 months amount \$ 3,750.00 downpayment is \$20,000.00. For safety reason if we need to terminate Ilija Kresovic going to be informed with two week notice, to pay off the truck the full amount he owns, if not, the truck will stay with Galin Trucking LLC

Lessor (Ilija Kresovic) hereby agrees to:

1. Is solely responsible for all costs of owning, maintaining and repairing all equipment used by the lessor (Ilija Kresovic)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document, to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document

State of California

County of San Diego

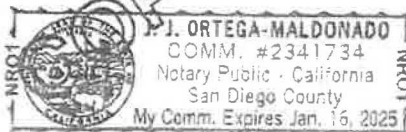
On June 30, 2023 before me, J. J. Ortega-Maldonado
a notary public, personally appeared Ilija Kresovic & Bojan Galin
Galin who proved to me on the basis of
satisfactory evidence to be the person(s) whose name(s) is/are subscribed
to the within instrument and acknowledged to me that he/she/they executed
the same in his/her/their authorized capacity(ies), and that by his/her/their
signature(s) on the instrument the person(s), or the entity upon behalf of
which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary Public

Notary Seal





Galin Trucking LLC
8261 Abercrombe Way
Las Vegas, Nevada 89145
US DOT 3049586
MC 049108

This agreement, made this 30 day of JUN, 20__ by and between

Lessor (owner/operator – operator) Ilija Kresovic DRL #D7433813 and

Lessee (carrier being leased onto) Galin Trucking LLC/Bojan Galin

[Handwritten signatures: Ilija Kresovic and Bojan Galin]

Lease to purchase **Volvo Vnl 780 – year 2015 – VIN # 4V4NC9EH8FN181459**

Lease to purchase **Util – year 2018 – SERIAL NUMBER # 1UYVS2537J7172907**

Ilija Kresovic is agreeing on terms 12 months amount \$ 3,750.00 downpayment is \$20,000.00. For safety reason if we need to terminate Ilija Kresovic going to be informed with two week notice, to pay off the truck the full amount he owns, if not, the truck will stay with Galin Trucking LLC

Lessor (Ilija Kresovic) hereby agrees to:

1. Is solely responsible for all costs of owning, maintaining and repairing all equipment used by the lessor (Ilija Kresovic)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of San Diego

On June 30, 2023 before me, J. J. Ortega-Maldonado
a notary public, personally appeared Ilija Kresovic & Bojan Galin
Galin who proved to me on the basis of
satisfactory evidence to be the person(s) whose name(s) is/are subscribed
to the within instrument and acknowledged to me that he/she/they executed
the same in his/her/their authorized capacity(ies), and that by his/her/their
signature(s) on the instrument, the person(s), or the entity upon behalf of
which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

[Handwritten signature]
Signature of Notary Public

Notary Seal

