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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN FRANCISCO**

Qais Anthony Alkhlali, individually, and
on behalf of all others similarly situated,

Plaintiff,

v.

EDS Service Solutions LLC; Rivian
Automotive, LLC; and Does 1 through
25,

Defendants.

Case No.: CGC-25-623422

**FIRST AMENDED CLASS ACTION
COMPLAINT AND REPRESENTATIVE
PAGA ACTION FOR:**

1. **Failure To Pay Earned Wages;**
2. **Failure To Pay Minimum Wage;**
3. **Failure To Pay Overtime Compensation;**
4. **Failure To Provide Rest Breaks;**
5. **Failure To Provide Accurate Wage Statements;**
6. **Failure To Timely Pay Final Wages ;**
7. **Failure To Reimburse all Reasonable and Necessary Business Expenses;**
8. **Violation of Business & Professions Code § 17200, et seq.; and**
9. **Violations of the Private Attorneys General Act of 2004**

Jury Trial Demanded

ELECTRONICALLY
FILED
Superior Court of California,
County of San Francisco
05/30/2025
Clerk of the Court
BY: JEFFREY FLORES
Deputy Clerk

1 hours; (d) did not authorize and permit Plaintiff and Class Members to take at least 10-minute
2 rest periods for every four hours worked or major fraction thereof (the “Rest Period
3 Violations”); and (d) required Plaintiff and Class Members to use their personal cellphones
4 for work, but did not adequately reimburse them for the use of their personal cellphones (the
5 “Business Expense Violations”).

6 7. As a result of the Unpaid Hours, Plaintiff and the Class Members were not paid
7 an hourly wage for each and every hour worked in violation of Labor Code §§ 204, 1194, 1197,
8 1197.1, 1198, and the applicable Wage Order (the “Minimum Wage Violations”).

9 8. As a result of the Unpaid Hours, the Class Members worked more than 8
10 hours per day and more than 40 hours per workweek, but were not paid for all overtime hours
11 worked in violation of Labor Code §§ 510 and 1198 and the applicable Wage Order (the
12 “Overtime Violations”).

13 9. As a result of the Rest Period Violations, Plaintiff and the Class Members
14 worked shifts of 4 hours or major fraction thereof without rest periods of at least 10 minutes’
15 rest time and Defendants failed to compensate Plaintiff and the Class Members for these
16 missed rest periods in violation of Labor Code §§ 226.7, 1198 and the applicable Wage
17 Order.

18 10. Defendants knowingly and intentionally failed to provide Plaintiff and the
19 Class Members with timely and accurate wage statements in violation of Labor Code §§ 226,
20 1174(d), 1198 and the applicable Wage Order.

21 11. Defendants failed to pay Plaintiff and the Class Members their final wages
22 immediately upon termination, or within 72 hours of voluntarily leaving employment.

23 12. To perform their jobs, Plaintiff and the Class Members were required to utilize
24 their own personal cellphones. Defendants did not fully reimburse Plaintiff and the Class
25 Members for these expenses in violation of Labor Code § 2802.

26 13. On information and belief, Plaintiff alleges that Defendants applied the same
27 policies described above to all other members of the proposed Class. As alleged below, these
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1 uniform policies, practices and procedures violate California's labor laws and constitute unfair,
2 fraudulent or illegal business practices under Business & Professions Code § 17200, *et seq.*

3 **PARTIES, JURISDICTION AND VENUE**

4 14. Plaintiff was employed by Defendants as a nonexempt Utility Agent and
5 worked for Defendants within the last four years prior to the filing of the initial complaint.

6 15. Defendant EDS is a limited liability company that operates in California, and
7 during the past four years of the filing of this Complaint to the present, employs Class
8 Members at the Rivian Service+Demo Centers including, but not limited to, Rivan
9 Service+Demo Centers, located at 340 Fell Street, San Francisco, CA 94102 and 206 Utah
10 Avenue, South San Francisco, CA 94080.

11 16. Defendant Rivian is a limited liability company that operates in California,
12 and during the past four years prior to the filing of this Complaint to the present, employs
13 Class Members at the Rivian Service+Demo Centers including, but not limited to, Rivan
14 Service+Demo Centers, located at 340 Fell Street, San Francisco, CA 94102 and 206 Utah
15 Avenue, South San Francisco, CA 94080.

16 17. Plaintiff does not know the true names or capacities of the Defendants sued
17 herein as Does 1 through 25, inclusive, and, for that reason, said Defendants are sued under
18 such fictitious names. Plaintiff is informed and believes, and based thereon, alleges that each
19 of said fictitious Defendants are and were responsible in some manner for the injuries
20 complained of herein. Plaintiff will amend this FAC to identify such fictitiously-named
21 Defendants pursuant to Code of Civil Procedure § 474 once their identities become known.

22 18. The relief sought by Plaintiff on behalf of himself and the Class defined below
23 exceeds the minimal jurisdictional limits of the Superior Court and will be established
24 according to proof at trial. The Court has personal jurisdiction over each of the parties
25 because they are either citizens of this State, doing business in this State or otherwise have
26 minimum contacts with this State.

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1 19. Venue is proper in this County because this Court has jurisdiction over
2 Defendants and Defendants operate Rivian Service+Demo Centers in this County.

3 20. Plaintiff is informed and believes and, based thereon, alleges that Defendants
4 were at all times relevant hereto members of, and engaged in, a joint venture, partnership,
5 association or common enterprise, and acting within the course and scope of, and in
6 pursuance of, said joint venture, partnership, association or common enterprise.
7 Furthermore, Plaintiff is informed and believes and, based thereon, alleges that at all times
8 relevant hereto Defendants conspired together in, aided and abetted, contributed to, and/or
9 acted as agents or employees of each other with respect to, the commission of the acts
10 complained of herein. Plaintiff is also informed and believes Defendants are joint employers
11 and therefore jointly and severally liable for the injuries complained of herein.

12 **CLASS ALLEGATIONS**

13 21. Plaintiff brings this action pursuant to Code of Civil Procedure § 382 on
14 behalf of himself and the Class Members defined below. The Class is comprised of and
15 defined as:

16 **All current and former non-exempt employees who worked for**
17 **Defendants at the Rivian Service+Demo Centers in the State of**
18 **California at any time during the period from four years**
19 **preceding the filing of the initial complaint until final judgment.**
20

21 22. Plaintiff reserves the right to establish subclasses as appropriate.

22 23. There exists a well-defined community of interest among the Class, and the
23 Class is readily ascertainable.

24 24. The members of the Class are so numerous that joinder of all members in a
25 single action would not be feasible or practical, and the amount of individual damages is not
26 large enough to make individual lawsuits by each class member practical or feasible.
27 Plaintiff is informed and believes and based upon such information and belief alleges that
28 there are in excess of 100 members of the Class.

1 25. Plaintiff's claims are typical of the claims of the rest of the Class, and Plaintiff
2 and his counsel will fairly and adequately represent the interests of the Class.

3 26. Common issues of fact and/or law predominate in this action over any
4 allegedly individual issues. Specifically, the following common questions of fact or law
5 predominate and make this action superior to individual actions:

- 6 (i) whether Defendants violated Labor Code §§ 204, 210, and the applicable
7 Wage Order by failing to pay wages for all hours worked;
- 8 (ii) whether Defendants violated Labor Code §§ 510, 1182.12, 1194, 1197,
9 1197.1, 1198, and the applicable Wage Order by failing to pay minimum
10 wage for all hours worked;
- 11 (iii) whether Defendants violated Labor Code §§ 510, 1198, and the applicable
12 Wage Order by failing to pay overtime compensation;
- 13 (iv) whether Defendants violated Labor Code § 226.7 and the applicable Wage
14 Order by failing to provide daily rest periods of ten minutes per four hours or
15 major fraction thereof worked when the shift exceeded three-and-a half hours
16 and by failing to compensate employees one hour's wages in lieu of rest
17 periods;
- 18 (v) whether Defendants violated Labor Code §§ 226(a), 1174(d), 1198, and the
19 applicable Wage Order by failing to provide and maintain timely and accurate
20 itemized wage statements;
- 21 (vi) whether Defendants violated Labor Code §§ 201, 202 and 203 by failing to
22 timely pay Class Members all wages due upon termination or within 72 of
23 resignation;
- 24 (vii) whether Defendants violated Labor Code § 2802 by failing to reimburse Class
25 Members for all reasonable and necessary business expenses; and
- 26 (viii) whether Defendants' practices constitute unfair, fraudulent, or illegal
27 business practices under Business and Professions Code § 17200, *et seq.*
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1 27. California labor laws under which Plaintiff asserts the following causes of
2 action on behalf of himself and the rest of the Class are broadly remedial in nature. These
3 labor laws serve an important public interest in establishing minimum working conditions
4 and standards in California. They furthermore protect employees from exploitation by
5 employers who may seek to take advantage of their superior economic and bargaining power
6 in setting onerous terms and conditions of employment. The class action mechanism is a
7 particularly efficient and appropriate procedure to redress the injuries alleged herein. If each
8 employee in the Class was required to file an individual action, Defendants would be able to
9 use their superior financial and legal resources to gain an unfair advantage over each
10 individual class member. Moreover, requiring each class member to pursue an individual
11 action would also discourage the assertion of meritorious causes of action by employees who
12 would likely be disinclined to file such individual actions due to a justifiable fear of
13 retaliation and damage to their careers at subsequent employment.

14 28. In addition, even if feasible, individual actions by each Class member would
15 create a substantial risk (i) of inconsistent or varying adjudications with respect to the claims
16 of each Class member against Defendants, that in turn could establish potentially
17 incompatible standards of conduct for Defendants, and/or (ii) of adjudications with respect
18 to individual Class Members that would, as a practical matter, be dispositive of the interests
19 of the other Class Members. Furthermore, the claims of each individual Class member are
20 not sufficiently large enough to make it economically feasible to bring each Class member's
21 claims on an individual basis.

22
23 **FIRST CAUSE OF ACTION**

24 **FAILURE TO PAY EARNED WAGES**

25 **AGAINST ALL DEFENDANTS**

26 **(Cal. Labor Code §§ 204 and 210; applicable Wage Order)**

27 29. Plaintiff realleges and incorporates herein by this reference each of the
28 allegations set forth above.

1 30. Defendants failed to pay Class Members all of their earned wages as required
2 by the Labor Code and applicable Wage Order.

3 31. Class Members have been deprived of their rightfully earned wages as a direct
4 and proximate result of Defendants' failure to pay said compensation. Class Members are
5 entitled to recover such amounts, plus interest thereon, attorney's fees and costs.

6 32. In addition, Class Members are entitled to penalties pursuant to Labor Code
7 § 210 as follows: (1) for Defendants' initial violation, \$100 for each failure to pay each Class
8 Member; and (2) for each of Defendants' subsequent violations, or any willful or intentional
9 violation, \$200 for each failure to pay each Class Member, plus 33 percent of the amount
10 unlawfully held.

11 **SECOND CAUSE OF ACTION**

12 **FAILURE TO PAY AN HOURLY WAGE FOR EACH AND EVERY HOUR**

13 **WORKED AGAINST ALL DEFENDANTS**

14 **(Cal. Labor Code §§ 510, 1182.12, 1194, 1197, 1197.1, and 1198; applicable Wage**
15 **Order)**

16 33. Plaintiff alleges and incorporates herein by this reference each and every
17 allegation set forth in all previous paragraphs of this FAC.

18 34. Under Labor Code § 1194, employees must be separately paid an hourly wage
19 for each and every hour worked. *Balasanyan v. Nordstrom, Inc.*, 913 F.Supp.2d 1001, 1007
20 (S.D. Cal. 2012). A California employer cannot average an employee's compensation over
21 the total number of hours worked to determine compliance with minimum wage obligations.
22 *Armenta v. Osmose, Inc.*, 135 Cal.App.4th 314, 323-324 (2005) (employees must be
23 compensated the minimum wage for "non-productive time"); *Cardenas v. McLane*
24 *FoodServices, Inc.*, 796 F.Supp.2d 1246, 1252-1253 (C.D. Cal. 2011) (employees must be
25 paid a separate hourly rate for pre-and-post shift duties not covered by the piece-rate
26 formula); *Balasanyan, supra*, 913 F.Supp.2d at p. 1007; *Gonzalez v. Downtown LA Motors,*
27 *LP*, 215 Cal.App.4th 36, 48-49 (2013) (employees paid on a piece-rate basis must be paid a
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1 separate hourly rate for “non-repair tasks”). “The *Armenta* line of cases is quite clear:
2 employees must be directly compensated at least minimum wage for all time spent on
3 activities that do not allow them to *directly* earn wages.” *Balasanyan, supra*, 913 F.Supp.2d
4 at 1007 (emphasis added). And more recently, the California Supreme Court held that
5 commissions earned in one pay period cannot be reassigned to other pay periods to meet
6 California’s strict wage and hour requirements. *Peabody v. Time Warner Cable, Inc.*, 174
7 Cal.Rptr.3d 287 (2014), 328 P.3d 1028 (2014).

8 35. As alleged above, Defendants deprived Class Members of an hourly wage for
9 all non-overtime hours worked. Under Labor Code § 1194, Class Members are entitled to
10 recover such amounts, plus interest thereon, reasonable attorney’s fees, and costs.

11 36. In addition, under Labor Code § 1194.2, Class Members are entitled to
12 recover liquidated damages in an amount equal to the minimum wages unlawfully unpaid,
13 and interest thereon.

14 **THIRD CAUSE OF ACTION**

15 **FAILURE TO PAY OVERTIME COMPENSATION**

16 **AGAINST ALL DEFENDANTS**

17 **(Cal. Labor Code §§ 510 and 1198; applicable Wage Order)**

18 37. Plaintiff realleges and incorporates herein by this reference each and every
19 allegation set forth in all previous paragraphs of this FAC.

20 38. Defendants employed Class Members for more than 8 hours per day and more
21 than 40 hours per workweek, but Defendants failed to pay them the overtime compensation
22 required by the Labor Code and applicable Wage Order.

23 39. Defendants thus required Class Members to work for longer hours than those
24 fixed, or under conditions prohibited, by order of the IWC, in violation of those orders.

25 40. Defendants deprived Class Members of their rightfully earned overtime
26 compensation as a direct and proximate result of Defendants’ failure to pay for all hours
27 Class Members actually worked. Under Code Labor Code § 1194, Class Members are
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entitled to recover such amounts, plus interest thereon, attorney's fees, and costs.

FOURTH CAUSE OF ACTION

FAILURE TO PROVIDE REST BREAKS

AGAINST ALL DEFENDANTS

(Cal. Labor Code §§ 226.7 and 1198; applicable Wage Order)

41. Plaintiff realleges and incorporates herein by this reference each and every allegation set forth in all previous paragraphs of this FAC.

42. The Labor Code and the Wage Order provide that employees are entitled to uninterrupted rest period of not less than 10-minutes for every four hours worked or major fraction thereof. The Labor Code and applicable Wage Order require the employer to pay the employee one hour at the employee's regular rate of compensation for each day that the employer does not provide at least one required rest period.

43. Defendants employed Class Members for work periods of four hours or major fraction thereof without rest periods of ten minutes and failed to compensate them for such rest periods as required by Labor Code § 226.7 and applicable Wage Order.

44. Defendants deprived Class Members of their rightfully earned compensation for rest periods as a direct and proximate result of Defendants' failure to pay compensation for said rest period violations.

45. The remedy provided for in Labor Code § 226.7 constitutes a wage, and Class Members are entitled to interest thereon. *See Murphy v. Kenneth Cole Productions, Inc.*, 40 Cal.4th 1094, 1099-1100 (2007).

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1 **FIFTH CAUSE OF ACTION**

2 **FAILURE TO PROVIDE AND MAINTAIN ACCURATE AND ITEMIZED WAGE**
3 **STATEMENTS**

4 **AGAINST ALL DEFENDANTS**

5 **(Cal. Labor Code §§ 226, 1174(d), and 1198; applicable Wage Order)**

6 46. Plaintiff realleges and incorporates herein by this reference each and every
7 allegation set forth in all previous paragraphs of this FAC.

8 47. Labor Code § 226(a) required Defendants, “semimonthly or at the time of
9 each payment of wages,” to furnish their workers with “an accurate itemized statement in
10 writing” showing gross and net wages earned, total hours worked by the employee, rates of
11 pay, and other information. Defendants knowingly and intentionally failed to provide their
12 workers with such timely and accurate wage and hour statements.

13 48. Class Members suffered injury as a result of Defendants’ knowing and
14 intentional failure to provide their workers with the wage and hour statements required by
15 law.

16 49. Under Labor Code § 226(e) and (t), and based on Defendants’ conduct as
17 alleged herein, Class Members are entitled to (a) \$50 for the initial pay period in which a
18 wage and hour statement violation occurred, and \$100 per employee for each violation in a
19 subsequent pay period, not exceeding an aggregate penalty of four thousand dollars \$4,000;
20 (b) injunctive relief to ensure Defendants’ compliance with Labor Code § 226; and (c) an
21 award of costs and reasonable attorney's fees.

22 50. Moreover, as a result of Defendants’ conduct, Class Members have suffered
23 actual damages in that, among other things, the lack of accurate wage statements hindered
24 Class Members from determining the correct amount of wages owed to them. The absence
25 of accurate wage statements has caused Class Members time, money, and energy in
26 attempting to reconstruct time and pay records and resulted in the submission by Defendants
27 of inaccurate information about wages and deductions. As a result of Defendants’ failure to
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1 provide Class Members with timely and accurate wage statements, Class Members are
2 entitled to recover the aggregate sum according to proof, of all actual damages they suffered.

3 51. Defendants' conduct also entitles Class Members to seek preliminary and
4 permanent injunctive relief including, but not limited to, an order that Defendants issue wage
5 and hour statements to their workers that comply with Labor Code § 226.

6 **SIXTH CAUSE OF ACTION**

7 **FAILURE TO TIMELY PAY FINAL WAGES**

8 **AGAINST ALL DEFENDANTS**

9 **(Cal. Lab. Code §§ 201-203)**

10 52. Plaintiff realleges and incorporate herein by this reference each of the
11 allegations set forth above.

12 53. During the Class period, Labor Code §§ 201 and 202 applied to Defendants'
13 employment of Plaintiff and Class Members. At all times relevant hereto, Labor Code § 201
14 provided that if an employer, such as Defendants, discharged an employee such as a Class
15 Member, the wages earned and unpaid at the time of discharge were due and payable
16 immediately.

17 54. Furthermore, at all relevant times Labor Code § 202 provided and provides
18 that if an employee, such as a member of the Class, voluntarily leaves his or her employment,
19 the wages earned and unpaid must be paid by the employer within 72 hours thereafter, unless
20 the employee has given 72 hours previous notice of his or her intention to leave, in which
21 case the employee is entitled to receive his or her wages immediately at the time of quitting.

22 55. Plaintiff and other Class Members have left their position of employment at
23 Defendants' business during the Class period. However, Defendants willfully did not pay
24 Plaintiff and other Class Members all of the wages that were due to them within the time
25 required by §§ 201 and 202. Defendants therefore violated those Labor Code sections.

26 56. During the Class period, Labor Code § 203 provided that if an employer, such
27 as Defendants, fails to pay any of the wages owed to an employee who is discharged or who
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1 quits, the wages of the employee shall continue as a penalty from the due date thereof at the
2 same rate until paid or until an action therefore is commenced, but the wages shall not
3 continue for more than 30 days.

4 57. Accordingly, Plaintiff and the members of the Class who were discharged or who
5 quit during the Class period are entitled to receive their wages for each day they were not
6 paid, at their regular rate of pay, up to a maximum of 30 days, plus interest, costs and
7 reasonable attorneys' fees.

8 **SEVENTH CAUSE OF ACTION**

9 **FAILURE TO REIMBURSE ALL REASONABLE AND NECESSARY BUSINESS**
10 **EXPENSES**

11 **AGAINST ALL DEFENDANTS**

12 **(Cal. Lab. Code § 2802)**

13 58. Plaintiff realleges and incorporates herein by this reference each of the
14 allegations set forth above.

15 59. Labor Code § 2802 requires employers to indemnify their employees for all
16 necessary expenditures or losses incurred by employees in direct consequence of the
17 discharge of their duties.

18 60. Section 9 of the applicable IWC Wage Order states that when tools or
19 equipment are required by the employer or are necessary to the performance of a job, such
20 tools and equipment shall be provided and maintained by the employer.

21 61. During the relevant time period, Class Members were required to provide and
22 utilize, among other things, their own personal cellphones.

23 62. In violation of Labor Code §2802, Defendants failed to indemnify Class
24 Members for these expenses.

25 63. In committing the violations as herein alleged, Defendants have intentionally
26 and willfully failed to fully reimburse Class Members for necessary business-related costs
27 and expenses. As a direct result, Class Members have suffered and continue to suffer
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1 substantial losses relating to the use and enjoyment of such compensation, wages, expenses,
2 and attorney's fees.

3 **EIGHTH CAUSE OF ACTION**
4 **UNFAIR COMPETITION**
5 **AGAINST ALL DEFENDANTS**
6 **(Bus. & Prof. Code § 17200, *et seq.*)**

7 64. Plaintiff realleges and incorporates herein by this reference each and every
8 allegation set forth in all previous paragraphs of this FAC.

9 65. Defendants' violations of the Labor Code and applicable Wage Order
10 constitute unfair business practices in violation of Business & Professions Code § 17200, *et*
11 *seq.*

12 66. Plaintiff and other Class Members have suffered injury in fact and have lost
13 money or property as a result of Defendants' unfair business practices, and Defendants have
14 reaped unfair benefits and illegal profits at the expense of Plaintiff and other Class Members.

15 67. Plaintiff and Class Members are entitled to immediate possession of all
16 amounts owed, with interest.

17 68. Upon information and belief, Defendants have under-reported to federal and
18 state authorities wages actually earned by Plaintiff and all Class Members and therefore have
19 underpaid state and federal taxes, employer matching funds, unemployment premiums,
20 Medicare and worker's compensation premiums. Such conduct is illegal under Business &
21 Professions Code §§ 17000, *et seq.* and 17200, *et seq.*

22 69. Defendants' unfair business practices entitle Plaintiff and other Class
23 Members to seek preliminary and permanent injunctive relief including, but not limited to,
24 orders that Defendants account for, disgorge, and restore to their workers the compensation
25 unlawfully withheld.
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NINTH CAUSE OF ACTION
VIOLATION OF THE PRIVATE ATTORNEYS GENERAL ACT
AGAINST ALL DEFENDANTS
(Cal. Lab. Code §§ 2698, *et seq.*)

70. Plaintiff re-alleges and incorporates herein by this reference each and every allegation set forth in all previous paragraphs of this FAC as if fully set forth herein.

71. Labor Code § 2698, *et seq.* (the PAGA) creates specified remedies that are triggered when an employer violates any provision of the Labor Code specified in Labor Code § 2699.5.

72. The policies, acts and practices heretofore described were and are an unlawful business act or practice because Defendants failed to comply with their statutory obligations to pay Plaintiff and aggrieved employees all wages they were due according to the applicable California Labor Code sections set forth herein. Defendants' illegal actions give rise to statutory and civil penalties including, but not limited to, penalties provided by, and pursuant to, Labor Code §§ 201, 202, 203, 204, 210, 218, 226, 226.7, 510, 512, 558, 558.1, 1174, 1194, 1198, 2802 and provisions of Wage Order No. 4.

73. Pursuant to Labor Code § 2699(f), for all provisions of the Labor Code that do not have a civil penalty specifically specified, there is an established civil penalty for a violation of the provisions as follows: \$100 for each aggrieved employee per pay period for the initial violation and \$200 for each aggrieved employee per pay period for each subsequent violation.

74. Labor Code § 558 mandates a penalty be assessed against any employer or other person acting on behalf of an employer who violates, or causes to be violated, a section of the chapter starting with Labor Code § 500, *et seq.* or any provision regulating hours and days of work in any order of the Industrial Welfare Commission as follows: \$50 for the first pay period in which the employee is underpaid; and, for each subsequent violation, \$100 for each pay period in which the employee is underpaid. The civil penalties so provided in this

1 section are in addition to any other civil penalties provided by law.

2 75. Labor Code § 2699(a) specifically provides for a private right of action to
3 recover penalties for violations of the Labor Code and “a plaintiff may as a matter of right
4 amend an existing complaint to add a cause of action arising under th[e] [PAGA] at any time
5 within ... time periods specified in” the PAGA. Cal. Lab. Code § 2699.3(a)(2)(C).

6 76. On October 23, 2024, Plaintiff gave notice of these claims to the California
7 Labor and Workforce Development Agency (“LWDA”) and to Defendants. Attached hereto
8 as Exhibit 1 is a copy of Plaintiff’s PAGA notice, which they hereby incorporate by
9 reference. Plaintiff did not receive any response from the LWDA indicating that it intends to
10 investigate these claims. Accordingly, Plaintiff has exhausted all notice requirements under
11 the PAGA.

12 77. Plaintiff will seek recovery of civil penalties per pay period during the
13 relevant PAGA time period for Plaintiff and each “aggrieved employee” in an amount
14 according to proof, subject to Court approval as set forth in Labor Code § 2699.

15 78. Plaintiff will seek recovery of attorneys’ fees and costs pursuant to Labor
16 Code § 2699(g), in an amount according to proof and subject to Court approval.

17 79. As provided above, Plaintiff has completed all administrative prerequisites to
18 seeking the penalties for Labor Code violations provided by the PAGA (including Labor
19 Code § 558).

20
21 **PRAYER**

22 WHEREFORE, Plaintiff prays for judgment on behalf of himself and the rest of the
23 Class against all Defendants, as follows:

24 **ON THE FIRST CAUSE OF ACTION**

- 25 1. For all unpaid earned wages;
26 2. For all actual, consequential, and incidental losses and damages, according to
27 proof;

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3. For prejudgment interest; and
4. For reasonable attorneys' fees and costs under Labor Code § 218.5.

ON THE SECOND CAUSE OF ACTION

1. For all underpaid wages;
2. For liquidated damages pursuant to Labor Code § 1194.2;
3. For prejudgment interest; and
4. For attorneys' fee and costs.

ON THE THIRD CAUSE OF ACTION

1. For unpaid overtime wages;
2. For prejudgment interest; and
3. For reasonable attorneys' fees and costs under Labor Code § 1194.

ON THE FOURTH CAUSE OF ACTION

1. For unpaid wage premiums for failing to provide compliant rest periods; and
2. For prejudgment interest.

ON THE FIFTH CAUSE OF ACTION

1. For damages and penalties under Labor Code § 226(e); and
2. For reasonable attorneys' fees and costs under Labor Code § 226(e).

ON THE SIXTH CAUSE OF ACTION

1. For the wages of each Class Member who is no longer employed by Defendants at their regular daily rate up to a maximum of 30 days;
2. For prejudgment interest; and
3. For reasonable attorneys' fees.

ON THE SEVENTH CAUSE OF ACTION

1. For the unreimbursed expenses incurred by Plaintiff and the Class;
2. For prejudgment interest; and
3. For reasonable attorneys' fees and costs under Labor Code § 2802.

1 **ON THE EIGHTH CAUSE OF ACTION**

- 2 1. For restitution of all unpaid wages, overtime and other monies withheld from
3 Plaintiff and the rest of the Class as a result of Defendants' unfair, unlawful
4 or fraudulent business practices; and
5 2. For reasonable attorneys' fees and costs under Code of Civil Procedure §
6 1021.5.

7 **ON THE NINTH CAUSE OF ACTION**

- 8 1. Civil penalties pursuant to Labor Code § 558:
9 a. \$50 for each underpaid employee for each pay period per violation;
10 and
11 b. \$100 per employee per pay period for subsequent violations per
12 violation.
13 2. Civil penalties pursuant to Labor Code § 2699(f):
14 a. \$100 for each aggrieved employee per pay period for the initial
15 violation per violation; and
16 b. \$200 for each aggrieved employee per pay period for each subsequent
17 violation.
18 3. For other penalties under PAGA as allowed as the Court may deem
19 appropriate; and
20 4. Attorneys' fees, costs and litigation expenses pursuant to Labor Code
21 § 2699(g).
22

23 **ON ALL CAUSES OF ACTION**

- 24 1. For certification of the action as a class action;
25 2. For attorneys appearing on the above caption to be named class counsel and
26 for named Plaintiff to be appointed class representatives;
27 3. A declaratory judgment that the practices complained of in this Complaint are
28 unlawful under California Law;

- 1 4. For reasonable attorneys' fees under the Labor Code and all related statutes,
2 including Code of Civil Procedure § 1021;
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4 5. For costs of the suit incurred herein; and
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6 6. For such further relief as the Court may deem appropriate.

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DATED: May 30, 2025

BELIGAN LAW GROUP, LLP

By: /s/Jerusalem F. Beligan
Jerusalem F. Beligan
Leah M. Beligan

KRING & ASSOCIATES, APC

By: /s/ Jeffrey T. Green
Tyler D. Krings
Jeffrey T. Green

*Attorneys for Plaintiff, the Putative Class, and
Aggrieved Employees*

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DATED: May 30, 2025

By: /s/Jerusalem F. Beligan
Jerusalem F. Beligan
Leah M. Beligan

By: /s/ Jeffrey T. Green
Tyler D. Kring
Jeffrey T. Green

FIRST AMENDED CLASS ACTION AND PAGA COMPLAINT

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PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF ORANGE

I, the undersigned, am employed in the County of Orange, State of California. I am over the age of eighteen (18) years and not a party to the within action. My business address is Kring & Associates, APC, 38 Corporate Park, Irvine, CA 92606-5105, E-Service: mbennett@kringandassociates.com.

On May 30, 2025, I served true copies of the foregoing document(s) described as **FIRST AMENDED CLASS ACTION COMPLAINT AND REPRESENTATIVE PAGA ACTION** on the interested parties in this action, addressed as follows:

SEE ATTACHED SERVICE LIST

☒ BY E-MAIL: As California Code of Civil Procedure section 1010.6 and all other applicable law including California Rules of Court permits, I caused a true copy of the document to be sent to the persons at the corresponding electronic address as indicated on the attached mailing list on the above-mentioned date. My electronic notification address is mbennett@kringandassociates.com. I am readily familiar with this firm's Microsoft Outlook electronic mail system and did not receive any electronic message or other indication that the transmission was unsuccessful.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on May 30, 2025, at Irvine, California.


MICHELLE BENNETT

QAIS ALKHLALI, ET AL V. EDS SERVICE SOLUTIONS, ET AL

K&A CLIENT: Qais Anthony Alkhlali
CLIENT NO.: 9501.0017

SERVICE LIST

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