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AMERICAN ARBITRATION ASSOCIATION

CHRIS GARNER and ANDREW LINDEN,
on behalf of themselves, and on behalf of
other members of the general public similarly
situated;

Claimants,

v.

INTER-STATE OIL COMPANY, a
California Corporation; and DOES 1 through
100, inclusive;

Respondents.

Case No.: 01-21-0003-6413

AMENDED CLASS ACTION DEMAND

- (1) Violation of California Labor Code §§ 510 and 1198 (Unpaid Overtime);
- (2) Violation of California Labor Code §§ 226.7 and 512(a) (Unpaid Meal Period Premiums);
- (3) Violation of California Labor Code § 226.7 (Unpaid Rest Period Premiums);
- (4) Violation of California Labor Code §§ 1194 and 1197 (Unpaid Minimum Wages);
- (5) Violation of California Labor Code §§ 201 and 202 (Final Wages Not Timely Paid);
- (6) Violation of California Labor Code § 226(a) (Non-Compliant Wage Statements);
- (7) Violation of California Labor Code §§ 2800 and 2802 (Unreimbursed Business Expenses);
- (8) Violation of California Business & Professions Code §§ 17200, *et seq.*
- (9) Violation of California Labor Code § 2698, *et seq.* (Private Attorneys General Act of 2004)

DEMAND FOR JURY TRIAL

COMES NOW, Claimants CHRIS GARNER and ANDREW LINDEN (“Claimants”), on behalf of themselves, and on behalf of other members of the general public similarly situated, and allege as follows:

JURISDICTION

1. This class action is brought pursuant to the California Code of Civil Procedure section 382.

2. American Arbitration Association (“AAA”) has jurisdiction over this action pursuant to the California Court of Appeal’s decision compelling both individual and class arbitration in *Garner v. Inter-State Oil Co.* 52 Cal. App. 5th 619 (June 26, 2020) and by the consent of the Parties.

PARTIES

3. Claimants CHRIS GARNER and ANDREW LINDEN are individuals residing in the State of California.

4. Respondent INTER-STATE OIL COMPANY, at all times herein mentioned, was and is, upon information and belief, a corporation organized and existing under the laws of the State of California, and transacts business throughout the State of California, including the County of Sacramento.

5. At all relevant times, Respondent INTER-STATE OIL COMPANY was the “employer” of Claimants within the meaning of all applicable California laws and statutes.

6. At all times herein relevant, Respondents INTER-STATE OIL COMPANY and DOES 1 through 100, and each of them, were the agents, partners, joint venturers, joint employers, representatives, servants, employees, successors-in-interest, co-conspirators and assigns, each of the other, and at all times relevant hereto were acting within the course and scope of their authority as such agents, partners, joint venturers, joint employers, representatives, servants, employees, successors, co-conspirators and assigns, and all acts or omissions alleged herein were duly committed with the ratification, knowledge, permission, encouragement, authorization, and consent of each respondent designated herein.

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1 7. The true names and capacities, whether corporate, associate, individual or
2 otherwise, of Respondents DOES 1 through 100, inclusive, are unknown to Claimants, who sue
3 said Respondents by such fictitious names. Claimants are informed and believe, and based on
4 that information and belief allege, that each of the Respondents designated as a DOE is legally
5 responsible for the events and happenings referred to in this Complaint, and unlawfully caused
6 the injuries and damages to Claimants and the other class members as alleged in this
7 Complaint. Claimants will seek leave of Arbitrator to amend this Complaint to show the true
8 names and capacities when the same have been ascertained.

9 8. Respondent INTER-STATE OIL COMPANY and DOES 1 through 100 will
10 hereinafter collectively be referred to as “Respondents.”

11 9. Claimants further allege that Respondents directly or indirectly controlled or
12 affected the working conditions, wages, working hours, and conditions of employment of
13 Claimants and the other class members so as to make each of said Respondents employers and
14 employers liable under the statutory provisions set forth herein.

15 **CLASS ACTION ALLEGATIONS**

16 10. Claimants bring this action on their own behalf and on behalf of all other
17 members of the general public similarly situated, and, thus, seek class certification under Code
18 of Civil Procedure section 382.

19 11. The proposed class is defined as follows: All current and former hourly-paid or
20 non-exempt employees of Respondents who worked for Respondents from four years prior to the
21 filing this lawsuit to final judgment.

22 12. Claimants reserve the right to establish additional subclasses as appropriate.

23 13. The class is ascertainable and there is a well-defined community of interest in
24 the litigation:

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- 1 a. Numerosity: The class members are so numerous that joinder of all class
2 members is impracticable. The membership of the entire class is
3 unknown to Claimants at this time; however, the class is estimated to be
4 greater than fifty (50) individuals and the identity of such membership is
5 readily ascertainable by inspection of Respondents' employment records.
- 6 b. Typicality: Claimants' claims are typical of all other class members'
7 claims as demonstrated herein. Claimants will fairly and adequately
8 protect the interests of the other class members with whom they have a
9 well-defined community of interest.
- 10 c. Adequacy: Claimants will fairly and adequately protect the interests of
11 each class member, with whom they have a well-defined community of
12 interest and typicality of claims, as demonstrated herein. Claimants have
13 no interest that is antagonistic to the other class members. Claimants'
14 attorneys, the proposed class counsel, are versed in the rules governing
15 class action discovery, certification, and settlement. Claimants have
16 incurred, and during the pendency of this action will continue to incur,
17 costs and attorneys' fees, that have been, are, and will be necessarily
18 expended for the prosecution of this action for the substantial benefit of
19 each class member.
- 20 d. Superiority: A class action is superior to other available methods for the
21 fair and efficient adjudication of this litigation because individual joinder
22 of all class members is impractical.

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1 e. Public Policy Considerations: Certification of this lawsuit as a class
2 action will advance public policy objectives. Employers of this great
3 state violate employment and labor laws every day. Current employees
4 are often afraid to assert their rights out of fear of direct or indirect
5 retaliation. However, class actions provide the class members who are
6 not named in the complaint anonymity that allows for the vindication of
7 their rights.

8 14. There are common questions of law and fact as to the class members that
9 predominate over questions affecting only individual members. The following common
10 questions of law or fact, among others, exist as to the members of the class:

- 11 a. Whether Respondents' failure to pay wages, without abatement or
12 reduction, in accordance with the California Labor Code, was willful;
- 13 b. Whether Respondents had a corporate policy and practice of failing to
14 pay their hourly-paid or non-exempt employees within the State of
15 California for all hours worked, missed meal periods and rest breaks in
16 violation of California law;
- 17 c. Whether Respondents required Claimants and other class members to
18 work over eight (8) hours per day and/or over forty (40) hours per week
19 and failed to pay the legally required overtime compensation to
20 Claimants and other class members;
- 21 d. Whether Respondents properly calculated the regular rate for Claimants
22 and the other class members to work overtime and earn bonuses,
23 commissions, and/or incentive pay;
- 24 e. Whether Respondents deprived Claimants and other class members of
25 meal and/or rest periods or required Claimants and other class members
26 to work during meal and/or rest periods without compensation;
- 27 f. Whether Respondents failed to pay minimum wages to Claimants and
28 other class members for all hours worked;

- 1 g. Whether Respondents failed to pay split shift premiums to Claimants and
2 other class members;
- 3 h. Whether Respondents failed to pay all wages due to Claimants and other
4 class members within the required time upon their discharge or
5 resignation;
- 6 i. Whether Respondents failed to timely pay all wages due to Claimants
7 and other class members during their employment;
- 8 j. Whether Respondents complied with wage reporting as required by the
9 California Labor Code, including, inter alia, section 226;
- 10 k. Whether Respondents failed to reimburse Claimants and other class
11 members for necessary business-related expenses and costs;
- 12 l. Whether Respondents' conduct was willful or reckless;
- 13 m. Whether Respondents engaged in unfair business practices in violation
14 of California Business & Professions Code section 17200, *et seq.*;

15 **GENERAL ALLEGATIONS**

16 15. During the relevant time period set forth herein, Respondents employed
17 Claimants and other persons as hourly-paid or non-exempt employees within the State of
18 California.

19 16. Respondents, jointly and severally, employed Claimant Chris Garner as an
20 hourly-paid employee from approximately June 2012 until approximately October 2014 in the
21 State of California.

22 17. Respondents, jointly and severally, employed Claimant Andrew Linden as an
23 hourly-paid employee from October of 2007 to July of 2016, and again from January of 2018
24 to July of 2019, in the State of California.

25 18. Respondents hired Claimants and the other class members, and classified them
26 as hourly-paid or non-exempt employees, and failed to properly calculate and compensate
27 them for all hours worked, missed meal periods and/or rest breaks.

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1 19. Respondents exercised sufficient authority over the terms and conditions of
2 Claimants' and other class members' employment for them to be joint employers of Claimants
3 and the other class members.

4 20. Respondents directly hired and paid wages and benefits to Claimants and other
5 class members.

6 21. Respondents continue to employ hourly-paid or non-exempt employees within
7 the State of California.

8 22. Claimants are informed and believe, and based thereon allege, that at all times
9 herein relevant, Respondents were advised by skilled lawyers and other professionals,
10 employees, advisors, and consultants highly knowledgeable about California wage laws,
11 employment and personnel practices.

12 23. Claimants are informed and believe, and based thereon allege, that at all times
13 herein relevant, without any justification, Respondents ignored the employment and personnel
14 policy changes proposed by skilled lawyers and other professionals, employees, advisors, and
15 consultants highly knowledgeable about California wage laws, employment and personnel
16 practices.

17 24. Claimants and other class members worked over eight (8) hours in a day, and/or
18 forty (40) hours in a week during their employment with Respondents.

19 25. Claimants are informed and believe, and based thereon allege, that Respondents
20 engaged in a pattern and practice of wage abuse against class members within the State of
21 California. This scheme involved, inter alia, failing to pay them for all hours worked, missed
22 meal periods, and missed rest breaks in violation of California law.

23 26. Claimants are informed and believe, and based thereon allege, that Respondents
24 knew or should have known that Claimants and other class members were entitled to receive
25 certain wages for overtime compensation and that Claimants and other class members were not
26 receiving wages for overtime compensation.

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1 27. Claimants are informed and believe, and based thereon allege, that Respondents
2 failed to provide Claimants and other class members the required rest and meal periods during
3 the relevant time period as required under the Industrial Welfare Commission Wage Orders
4 and thus they are entitled to any and all applicable penalties.

5 28. Claimants are informed and believe, and based thereon allege, that Respondents
6 knew or should have known that Claimants and other class members were entitled to receive
7 all timely and complete meal periods or payment of one additional hour of pay at Claimants'
8 and the other class members' regular rate of pay when a meal period was missed, late or
9 interrupted, and that Claimants and other class members did not receive all timely and proper
10 meal periods or payment of one additional hour of pay at their regular rate of pay when a meal
11 period was missed.

12 29. Claimants are informed and believe, and based thereon allege, that Respondents
13 knew or should have known that Claimants and other class members were entitled to receive
14 all timely rest periods without interruption or payment of one additional hour of pay at
15 Claimants' and the other class members' regular rate of pay when a rest period was missed,
16 late, or interrupted, and that Claimants and other class members did not receive all rest periods
17 or payment of one additional hour of pay at their regular rate of pay when a rest period was
18 missed.

19 30. Claimants are informed and believe, and based thereon allege, that Respondents
20 knew or should have known that Claimants and other class members were entitled to receive at
21 least minimum wages for compensation and that Claimants and other class members were not
22 receiving at least minimum wages for all hours worked.

23 31. Claimants are informed and believe, and based thereon allege, that Respondents
24 knew or should have known that Claimants and other class members were entitled to receive
25 the wages owed to them upon discharge or resignation, including overtime and minimum
26 wages and meal and rest period premiums, and that Claimants and other class members did
27 not, in fact, receive such wages owed to them at the time of their discharge or resignation.

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1 32. Claimants are informed and believe, and based thereon allege, that Respondents
2 knew or should have known that Claimants and other class members were entitled to receive
3 complete and accurate wage statements in accordance with California law, but, in fact,
4 Claimants and other class members did not receive complete and accurate wage statements
5 from Respondents.

6 33. Claimants are informed and believe, and based thereon allege, that Respondents
7 knew or should have known that Claimants and the other class and subclass members were
8 entitled to reimbursements for necessary business-related expenses.

9 34. Claimants are informed and believe, and based thereon allege, that Respondents
10 knew or should have known that Respondents had to keep complete and accurate payroll
11 records for Claimants and other class members in accordance with California law, but, in fact,
12 did not keep complete and accurate payroll records for Claimants and other class members.

13 35. Claimants are informed and believe, and based thereon allege, that Respondents
14 knew or should have known that they had a duty to compensate Claimants and other class
15 members pursuant to California law, and that Respondents had the financial ability to pay such
16 compensation, but willfully, knowingly, and intentionally failed to do so, and falsely
17 represented to Claimants and other class members that they were properly denied wages, all in
18 order to increase Respondents' profits.

19 36. As a pattern and practice, during the relevant time period set forth herein,
20 Respondents failed to pay overtime wages to Claimants and other class members for all hours
21 worked. Claimants and other class members were required to work more than eight (8) hours
22 per day and/or forty (40) hours per week without overtime compensation.

23 37. As a pattern and practice, during the relevant time period set forth herein,
24 Respondents failed to provide the requisite uninterrupted and timely meal and rest periods to
25 Claimants and other class members.

26 38. As a pattern and practice, during the relevant time period set forth herein,
27 Respondents failed to reimburse Claimants and other class members for all business expenses
28 incurred.

39. As a pattern and practice, during the relevant time period set forth herein, Respondents failed to pay Claimants and other class members at least minimum wages for all hours worked.

40. As a pattern and practice, during the relevant time period set forth herein, Respondents failed to pay Claimants and other class members the wages owed to them upon discharge or resignation.

41. As a pattern and practice, during the relevant time period set forth herein, Respondents failed to compensate Claimants and other class members with their regular rate of pay.

42. As a pattern and practice, during the relevant time period set forth herein, Respondents failed to provide complete or accurate wage statements to Claimants and other class members.

43. As a pattern and practice, during the relevant time period set forth herein, Respondents failed to keep complete or accurate payroll records for Claimants and other class members.

44. As a pattern and practice, during the relevant time period set forth herein, Respondents failed to properly compensate Claimants and other class members pursuant to California law in order to increase Respondents' profits.

45. California Labor Code section 218 states that nothing in Article 1 of the Labor Code shall limit the right of any wage claimant to “sue directly . . . for any wages or penalty due to him [or her] under this article.”

FIRST CAUSE OF ACTION

(Violation of California Labor Code §§ 510 and 1198)

(Against INTER-STATE OIL COMPANY and DOES 1 through 100)

46. Claimants incorporate by reference the allegations contained in Paragraphs 1 through 45, and each and every part thereof with the same force and effect as though fully set forth herein.

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1 47. California Labor Code section 1198 and the applicable Industrial Welfare
2 Commission (“IWC”) Wage Order provide that it is unlawful to employ persons without
3 compensating them at a rate of pay either time-and-one-half or two-times that person’s regular
4 rate of pay, depending on the number of hours worked by the person on a daily or weekly
5 basis.

6 48. Specifically, the applicable IWC Wage Order provides that Respondents are and
7 were required to pay Claimants and other class members employed by Respondents, who
8 work(ed) more than eight (8) hours in a day or more than forty (40) hours in a workweek, at
9 the rate of time-and-one-half for all hours worked in excess of eight (8) hours in a day or more
10 than forty (40) hours in a workweek.

11 49. The applicable IWC Wage Order further provides that Respondents are and
12 were required to pay Claimants and other class members overtime compensation at a rate of
13 two times their regular rate of pay for all hours worked in excess of twelve (12) hours in a day.

14 50. California Labor Code section 510 codifies the right to overtime compensation
15 at one-and-one-half times the regular hourly rate for hours worked in excess of eight (8) hours
16 in a day or forty (40) hours in a week or for the first eight (8) hours worked on the seventh day
17 of work, and overtime compensation at twice the regular hourly rate for hours worked in
18 excess of twelve (12) hours in a day or in excess of eight (8) hours in a day on the seventh day
19 of work.

20 51. During the relevant time period set forth herein, Claimants and other class
21 members worked in excess of eight (8) hours in a day, and/or in excess of forty (40) hours in a
22 week.

23 52. As a pattern and practice, during the relevant time period set forth herein,
24 Respondents intentionally and willfully failed to pay overtime wages owed to Claimants and
25 other class members (but not all).

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53. Respondents' pattern and practice of failing to pay Claimants and other class members the unpaid balance of overtime compensation, as required by California laws, violates the provisions of California Labor Code sections 510 and 1198, and is therefore unlawful.

54. Pursuant to California Labor Code section 1194, Claimants and other class members are entitled to recover unpaid overtime compensation, as well as interest, costs, and attorneys' fees.

SECOND CAUSE OF ACTION

(Violation of California Labor Code §§ 226.7 and 512(a))

(Against INTER-STATE OIL COMPANY and DOES 1 through 100)

55. Claimants incorporate by reference the allegations contained in paragraphs 1 through 54, and each and every part thereof with the same force and effect as though fully set forth herein.

56. During the relevant time period set forth herein, the IWC Order and California Labor Code sections 226.7 and 512(a) were applicable to Claimants' and other class members' employment by Respondents.

57. During the relevant time period set forth herein, California Labor Code section 226.7 provides that no employer shall require an employee to work during any meal or rest period mandated by an applicable order of the California IWC.

58. During the relevant time period set forth herein, the applicable IWC Wage Order and California Labor Code section 512(a) provide that an employer may not require, cause or permit an employee to work for a work period of more than five (5) hours per day without providing the employee with a meal period of not less than thirty (30) minutes, except that if the total work period per day of the employee is no more than six (6) hours, the meal period may be waived by mutual consent of both the employer and employee.

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1 59. During the relevant time period set forth herein, the applicable IWC Wage
2 Order and California Labor Code section 512(a) further provide that an employer may not
3 require, cause, or permit an employee to work for a work period of more than ten (10) hours
4 per day without providing the employee with a second uninterrupted meal period of not less
5 than thirty (30) minutes, except that if the total hours worked is no more than twelve (12)
6 hours, the second meal period may be waived by mutual consent of the employer and the
7 employee only if the first meal period was not waived.

8 60. As a pattern and practice, during the relevant time period set forth herein,
9 Claimants and other class members (but not all) who were scheduled to work for a period of
10 time no longer than six (6) hours, and who did not waive their legally-mandated meal periods
11 by mutual consent, were required to work for periods longer than five (5) hours without an
12 uninterrupted meal period of not less than thirty (30) minutes and/or without a rest period.

13 61. As a pattern and practice, during the relevant time period set forth herein,
14 Claimants and other class members (but not all) who were scheduled to work for a period of
15 time no longer than twelve (12) hours, and who did not waive their legally-mandated meal
16 periods by mutual consent, were required to work for periods longer than ten (10) hours
17 without an uninterrupted meal period of not less than thirty (30) minutes and/or without a rest
18 period.

19 62. As a pattern and practice, during the relevant time period set forth herein,
20 Claimants and other class members (but not all) who were scheduled to work for a period of
21 time in excess of six (6) hours were required to work for periods longer than five (5) hours
22 without an uninterrupted meal period of not less than thirty (30) minutes and/or without a rest
23 period.

24 63. As a pattern and practice, during the relevant time period set forth herein,
25 Claimants and other class members (but not all) who were scheduled to work for a period of
26 time in excess of twelve (12) hours were required to work for periods longer than ten (10)
27 hours without an uninterrupted meal period of not less than thirty (30) minutes and/or without
28 a rest period.

64. As a pattern and practice, during the relevant time period set forth herein, Respondents intentionally and willfully required Claimants and other class members (but not all) to work during meal periods and failed to compensate Claimants and the other class members (but not all) the full meal period premium for work performed during meal periods.

65. As a pattern and practice, during the relevant time period set forth herein, Respondents failed to pay Claimants and other class members (but not all) the full meal period premium due pursuant to California Labor Code section 226.7.

66. Respondents' conduct violates applicable IWC Wage Order and California Labor Code sections 226.7 and 512(a).

67. Pursuant to the applicable IWC Wage Order and California Labor Code section 226.7(b), Claimants and other class members are entitled to recover from Respondents one additional hour of pay at the employee's regular rate of compensation for each workday that the meal or rest period is not provided.

THIRD CAUSE OF ACTION

(Violation of California Labor Code § 226.7)

(Against INTER-STATE OIL COMPANY and DOES 1 through 100)

68. Claimants incorporate by reference the allegations contained in paragraphs 1 through 67, and each and every part thereof with the same force and effect as though fully set forth herein.

69. During the relevant time period set forth herein, the applicable IWC Wage Order and California Labor Code section 226.7 were applicable to Claimants' and other class members' employment by Respondents.

70. During the relevant time period set forth herein, California Labor Code section 226.7 provides that no employer shall require an employee to work during any rest period mandated by an applicable order of the California IWC.

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1 71. During the relevant time period set forth herein, the applicable IWC Wage
2 Order provides that “[e]very employer shall authorize and permit all employees to take rest
3 periods, which insofar as practicable shall be in the middle of each work period” and that the
4 “rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes
5 net rest time per four (4) hours or major fraction thereof” unless the total daily work time is
6 less than three and one-half (3 ½) hours.

7 72. As a pattern and practice, during the relevant time period set forth herein,
8 Respondents required Claimants and other class members (but not all) to work four (4) or more
9 hours without authorizing or permitting a ten (10) minute rest period per each four (4) hour
10 period worked.

11 73. As a pattern and practice, during the relevant time period set forth herein,
12 Respondents willfully required Claimants and other class members (but not all) to work during
13 rest periods and failed to pay Claimants and the other class members the full rest period
14 premium for work performed during rest periods.

15 74. As a pattern and practice, during the relevant time period set forth herein,
16 Respondents failed to pay Claimants and other class members (but not all) the full rest period
17 premium due pursuant to California Labor Code section 226.7

18 75. Respondents’ conduct violates applicable IWC Wage Orders and California
19 Labor Code section 226.7.

20 76. Pursuant to the applicable IWC Wage Orders and California Labor Code section
21 226.7(b), Claimants and other class members are entitled to recover from Respondents one
22 additional hour of pay at the employees’ regular hourly rate of compensation for each workday
23 that the rest period was not provided.

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1 **FOURTH CAUSE OF ACTION**

2 **(Violation of California Labor Code §§ 1194 and 1197)**

3 **(Against INTER-STATE OIL COMPANY and DOES 1 through 100)**

4 77. Claimants incorporate by reference the allegations contained in paragraphs 1
5 through 76 and each and every part thereof with the same force and effect as though fully set
6 forth herein.

7 78. During the relevant time period set forth herein, California Labor Code sections
8 1194 and 1197 provide that the minimum wage to be paid to employees, and the payment of a
9 lesser wage than the minimum so fixed, is unlawful.

10 79. As a pattern and practice, during the relevant time period set forth herein,
11 Respondents failed to pay minimum wages to Claimants and other class members (but not all)
12 as required, pursuant to California Labor Code sections 1194 and 1197.

13 80. Respondents' failure to pay Claimants and other class members the minimum
14 wage as required violates California Labor Code sections 1194 and 1197. Pursuant to those
15 sections, Claimants and other class members are entitled to recover the unpaid balance of their
16 minimum wage compensation as well as interest, costs, and attorney's fees, and liquidated
17 damages in an amount equal to the wages unlawfully unpaid and interest thereon.

18 81. Pursuant to California Labor Code section 1194.2, Claimants and other class
19 members are entitled to recover liquidated damages in an amount equal to the wages
20 unlawfully unpaid and interest thereon.

21 **FIFTH CAUSE OF ACTION**

22 **(Violation of California Labor Code §§ 201 and 202)**

23 **(Against INTER-STATE OIL COMPANY and DOES 1 through 100)**

24 82. Claimants incorporate by reference the allegations contained in paragraphs 1
25 through 81, and each and every part thereof with the same force and effect as though fully set
26 forth herein.

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1 83. During the relevant time period set forth herein, California Labor Code sections
2 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid
3 at the time of discharge are due and payable immediately, and if an employee quits his or her
4 employment, his or her wages shall become due and payable not later than seventy-two (72)
5 hours thereafter, unless the employee has given seventy-two (72) hours' notice of his or her
6 intention to quit, in which case the employee is entitled to his or her wages at the time of
7 quitting.

8 84. As a pattern and practice, during the relevant time period set forth herein,
9 Respondents intentionally and willfully failed to pay Claimants and other class members (but
10 not all) who are no longer employed by Respondents their wages, earned and unpaid, within
11 seventy-two (72) hours of their leaving Respondents' employ.

12 85. Respondents' pattern and practice of failing to pay Claimants and other class
13 members who are no longer employed by Respondents their wages, earned and unpaid, within
14 seventy-two (72) hours of their leaving Respondents' employ, is in violation of California
15 Labor Code sections 201 and 202.

16 86. California Labor Code section 203 provides that if an employer willfully fails to
17 pay wages owed, in accordance with sections 201 and 202, then the daily wages of the
18 employee shall continue as a penalty from the due date thereof at the same rate until paid or
19 until an action is commenced; but the wages shall not continue for more than thirty (30) days.
20 Claimants and other class members are entitled to recover from Respondents the statutory
21 penalty wages for each day they were not paid, up to the thirty (30) day maximum as provided
22 by Labor Code section 203.

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1 **SIXTH CAUSE OF ACTION**

2 **(Violation of California Labor Code § 226(a))**

3 **(Against INTER-STATE OIL COMPANY and DOES 1 through 100)**

4 87. Claimants incorporate by reference the allegations contained in paragraphs 1
5 through 86, and each and every part thereof with the same force and effect as though fully set
6 forth herein.

7 88. During the relevant time period set forth herein, California Labor Code section
8 226(a) provides that every employer shall furnish each of his or her employees an accurate
9 itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the
10 employee, (3) the number of piece-rate units earned and any applicable piece rate if the
11 employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on
12 written orders of the employee may be aggregated and shown as one item, (5) net wages
13 earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the
14 employee and his or her social security number, (8) the name and address of the legal entity
15 that is the employer, and (9) all applicable hourly rates in effect during the pay period and the
16 corresponding number of hours worked at each hourly rate by the employee. The deductions
17 made from payments of wages shall be recorded in ink or other indelible form, properly dated,
18 showing the month, day, and year, and a copy of the statement or a record of the deductions
19 shall be kept on file by the employer for at least three years at the place of employment or at a
20 central location within the State of California.

21 89. As a pattern and practice, Respondents have intentionally and willfully failed to
22 provide Claimants and other class members (but not all) with complete and accurate wage
23 statements. The deficiencies include but are not limited to the failure to include the total
24 number of hours worked by Claimants and other class members.

25 90. As a result of Respondents' violation of California Labor Code section 226(a),
26 Claimants and other class members have suffered injury and damage to their statutorily
27 protected rights.

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91. More specifically, Claimants and other class members have been injured by Respondents' intentional and willful violation of California Labor Code section 226(a) because they were denied both their legal right to receive, and their protected interest in receiving, accurate and itemized wage statements pursuant to California Labor Code section 226(a).

92. Claimants and other class members are entitled to recover from Respondents the greater of their actual damages caused by Respondents' failure to comply with California Labor Code section 226(a), or an aggregate penalty not exceeding four thousand dollars per employee.

93. Claimants and other class members are also entitled to injunctive relief to ensure compliance with this section, pursuant to California Labor Code section 226(g).

SEVENTH CAUSE OF ACTION

(Violation of California Labor Code §§ 2800 and 2802)

(Against all INTER-STATE OIL COMPANY and DOES 1 through 100)

94. Claimants incorporate by reference the allegations contained in paragraphs 1 through 93, and each and every part thereof with the same force and effect as though fully set forth herein.

95. Pursuant to California Labor Code sections 2800 and 2802, an employer must reimburse its employee for all necessary expenditures incurred by the employee in direct consequence of the discharge of his or her job duties or in direct consequence of his or her obedience to the directions of the employer.

96. Respondents have intentionally and willfully failed to reimburse Claimants and other class and subclass members (but not all) for all necessary business-related expenses and costs. Claimants and other class and subclass members are entitled to recover from Respondents their business-related expenses and costs incurred during the course and scope of their employment, plus interest accrued from the date on which the employee incurred the necessary expenditures at the same rate as judgments in civil actions in the State of California.

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1 **EIGHTH CAUSE OF ACTION**

2 **(Violation of California Business & Professions Code §§ 17200, *et seq.*)**

3 **(Against INTER-STATE OIL COMPANY and DOES 1 through 100)**

4 97. Claimants incorporate by reference the allegations contained in paragraphs 1
5 through 96, and each and every part thereof with the same force and effect as though fully set
6 forth herein.

7 98. Respondents' conduct, as alleged herein, has been, and continues to be unfair,
8 unlawful and harmful to Claimants, other class members, to the general public, and
9 Respondents' competitors. Accordingly, Claimants seek to enforce important rights affecting
10 the public interest within the meaning of Code of Civil Procedure section 1021.5.

11 99. Respondents' activities as alleged herein are violations of California law, and
12 constitute unlawful business acts and practices in violation of California Business &
13 Professions Code section 17200, *et seq.*

14 100. A violation of California Business & Professions Code section 17200, *et seq.*
15 may be predicated on the violation of any state or federal law. In this instant case,
16 Respondents' pattern and practice of requiring Claimants and other class members work
17 overtime hours without paying them proper compensation violate California Labor Code
18 sections 510 and 1198. Additionally, Respondents' pattern and practice of requiring Claimants
19 and other class members, to work through their meal and rest periods without paying them
20 proper compensation violate California Labor Code sections 226.7 and 512(a). bMoreover,
21 Respondents' pattern and practice of failing to timely pay wages to Claimants and other class
22 members violate California Labor Code sections 201 and 202. Respondents also violated
23 California Labor Code sections 226(a), 1194, 1197, 2800 and 2802.

24 101. As a result of the herein described violations of California law, Respondents
25 unlawfully gained an unfair advantage over other businesses.

26 102. Claimants and other class members (but not all) have been personally injured by
27 Respondents' unlawful business acts and practices as alleged herein, including but not
28 necessarily limited to the loss of money and/or property.

103. Pursuant to California Business & Professions Code sections 17200, *et seq.*, Claimants and other class members are entitled to restitution of the wages withheld and retained by Respondents during a period that commences four years prior to the filing of this Complaint; an award of attorneys' fees pursuant to California Code of Civil procedure section 1021.5 and other applicable laws; and an award of costs.

NINTH CAUSE OF ACTION

(Violation of California Labor Code § 2698, *et seq.*)

(Against INTER-STATE OIL COMPANY DOES 1 through 100)

104. Claimants incorporate by reference the allegations contained in paragraphs 1 through 103, and each and every part thereof with the same force and effect as though fully set forth herein.

105. PAGA expressly establishes that any provision of the California Labor Code which provides for a civil penalty to be assessed and collected by the LWDA, or any of its departments, divisions, commissions, boards, agencies or employees for a violation of the California Labor Code, may be recovered through a civil action brought by an aggrieved employee on behalf of himself or herself, and other current or former employees.

106. On Claimant Andrew Linden timely provided written notice to the LWDA and Respondents of the specific provisions of the Labor Code he contends were violated, and the theories supporting his contentions. Attached hereto as **Exhibit 1** and incorporated by reference is a copy of the written notice to the LWDA.

107. Claimant Linden and the other hourly-paid or non-exempt employees are “aggrieved employees” as defined by California Labor Code § 2699(c) in that they are all current or former employees of Respondents who worked for Respondents at any time during the period from February 13, 2019 to the present, and one or more of the alleged violations was committed against them.

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1 **Failure to Pay Minimum and Overtime Wages**

2 108. At all times relevant herein, Respondents were required to compensate their
3 non-exempt employees minimum wages for all hours worked and overtime wages for all hours
4 worked in excess of eight (8) hours in a day or forty (40) hours in a workweek, pursuant to the
5 mandate of Labor Code §§ 510, 1194, 1197, and 1198.

6 109. As a pattern and practice, Respondents failed to compensate Claimants and
7 other aggrieved current and former employees for all hours worked, resulting in a failure to
8 pay all minimum wages and overtime wages, where applicable.

9 **Failure to Provide Meal Periods and Rest Breaks**

10 110. In accordance with the mandates of Labor Code §§ 226.7 and 512, Respondents
11 were required to authorize and permit their non-exempt employees to take a 10-minute rest
12 break for every four (4) hours worked or major fraction thereof, and were further required to
13 provide their non-exempt employees with a 30-minute meal period for every five (5) hours
14 worked.

15 111. As a pattern and practice, Respondents failed to provide Claimants and other
16 aggrieved current and former employees with legally-mandated meal periods and rest breaks
17 and failed to pay proper compensation for this failure.

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

19 112. At all times relevant herein, Respondents were required to pay their employees
20 within a specified time period pursuant to the mandate of Labor Code § 204.

21 113. As a pattern and practice, Respondents failed to pay Claimants and other
22 aggrieved current and former employees all wages due and owing them within the required
23 time period.

24 **Failure to Timely Pay Wages Upon Termination**

25 114. At all times relevant herein, Respondents were required to pay their employees
26 all wages owed in a timely fashion at the end of employment pursuant to California Labor
27 Code §§ 201 to 204.

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1 115. As a result of Respondents' Labor Code violations alleged above, Respondents
2 failed to pay Claimants and the other aggrieved former employees their final wages pursuant to
3 Labor Code §§ 201 to 204 and accordingly owe waiting time penalties pursuant to Labor Code
4 § 203.

5 **Failure to Provide Complete and Accurate Wage Statements**

6 116. At all times relevant herein, Respondents were required to keep *accurate*
7 records regarding their California employees pursuant to the mandate of Labor Code §§ 226
8 and 1174.

9 117. As a result of Respondents' various Labor Code violations, Respondents failed
10 to keep accurate records regarding Claimants and other aggrieved current and former
11 employees. For example, Respondents failed in their affirmative obligation to keep accurate
12 records regarding Claimants and other aggrieved current and former employees' gross wages
13 earned, total hours worked, all deductions, net wages earned, and all applicable hourly rates
14 and the number of hours worked at each hourly rate.

15 **Failure to Reimburse Business Expenses**

16 118. At all times relevant herein, Respondents were required to reimburse their
17 employees for any and all necessary expenditures or losses incurred by the employees in direct
18 consequences of the discharge or his or her duties pursuant to the mandate of Labor Code §§
19 2800 and 2802.

20 119. As a pattern and practice, Respondents failed to pay Claimants and other
21 aggrieved current and former employees all business expenses incurred and owing them within
22 the required time period.

23 **Failure to Pay Sick Leave Pay**

24 120. At all times relevant herein, Respondents were required to calculate paid sick
25 time for non-exempt employees in the same manner as the regular rate of pay for the
26 workweek in which the employee uses paid sick time, whether or not the employee actually
27 works overtime in that workweek.

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121. As a pattern and practice, Respondents failed to properly calculate the paid sick time including all incentives, bonuses, and commissions earned by Claimants and other aggrieved current and former employees.

Penalties

122. Pursuant to California Labor Code § 2699, Claimant Andrew Linden, individually, and on behalf of other current and former aggrieved employees, requests and is entitled to recover from Respondents, and each of them, civil penalties, interest, attorneys' fees and costs pursuant, as well as all statutory penalties against Respondents, and each of them, including but not limited to:

- a. Penalties under California Labor Code § 2699 in the amount of a hundred dollars (\$100) for each aggrieved employee per pay period for the initial violation, and two hundred dollars (\$200) for each aggrieved employee per pay period for each subsequent violation;
- b. Penalties under California Code of Regulations Title 8 § 11040 in the amount of fifty dollars (\$50) for each aggrieved employee per pay period for the initial violation, and one hundred dollars (\$100) for each aggrieved employee per pay period for each subsequent violation;
- c. Penalties under California Labor Code § 210 in addition to, and entirely independent and apart from, any other penalty provided in the California Labor Code in the amount of a hundred dollars (\$100) for each aggrieved employee per pay period for the initial violation, and two hundred dollars (\$200) for each aggrieved employee per pay period for each subsequent violation;
- d. Penalties under Labor Code § 1197.1 in the amount of a hundred dollars (\$100) for each aggrieved employee per pay period for the initial violation, and two hundred fifty dollars (\$250) for each aggrieved employee per pay period for each subsequent violation;
- e. Any and all additional penalties as provided by the Labor Code and/or other statutes; and

1 f. Attorneys' fees and costs pursuant to Labor Code §§ 210, 1194, and 2699, and
2 any other applicable statute.

3 **DEMAND FOR JURY TRIAL**

4 Claimants, individually, and on behalf of other members of the general public similarly
5 situated, request a trial by jury.

6 **PRAYER FOR RELIEF**

7 WHEREFORE, Claimants, individually and on behalf of all other members of the
8 general public similarly situated, pray for relief and judgment against Respondents, jointly and
9 severally, as follows:

10 **Class Certification**

- 11 1. That this action be certified as a class action;
12 2. That Claimants be appointed as representatives of the Class;
13 3. That counsel for Claimants be appointed as Class Counsel; and
14 4. That Respondents provide to Class Counsel immediately the names and most
15 current contact information (address, e-mail and telephone numbers) of all class members.

16 **As to the First Cause of Action**

- 17 5. That the Arbitrator declare, adjudge and decree that Respondents violated
18 California Labor Code sections 510 and 1198 and applicable IWC Wage Orders by willfully
19 failing to pay all overtime wages due to Claimants and other class members;
20 6. For general unpaid wages at overtime wage rates and such general and special
21 damages as may be appropriate;
22 7. For prejudgment interest on any unpaid overtime compensation commencing
23 from the date such amounts were due;
24 8. For reasonable attorneys' fees and costs of suit incurred herein pursuant to
25 California Labor Code section 1194; and
26 9. For such other and further relief as the arbitrator may deem just and proper.

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As to the Second Cause of Action

10. That the Arbitrator declare, adjudge and decree that Respondents violated California Labor Code sections 226.7 and 512 and applicable IWC Wage Orders by willfully failing to provide all meal periods (including second meal periods) to Claimants and the other class members;

11. That the Arbitrator make an award to Claimants and the other class members of one (1) hour of pay at each employee's regular rate of compensation for each workday that a meal period was not provided;

12. For all actual, consequential, and incidental losses and damages, according to proof;

13. For premium wages pursuant to California Labor Code section 226.7(b);

14. For prejudgment interest on any unpaid wages from the date such amounts were due;

15. For reasonable attorneys' fees and costs of suit incurred herein; and

16. For such other and further relief as the Arbitrator may deem just and proper.

As to the Third Cause of Action

17. That the Arbitrator declare, adjudge and decree that Respondents violated California Labor Code section 226.7 and applicable IWC Wage Orders by willfully failing to provide all rest periods to Claimants and the other class members (but not all);

18. That the Arbitrator make an award to Claimants and the other class members of one (1) hour of pay at each employee's regular rate of compensation for each workday that a rest period was not provided;

19. For all actual, consequential, and incidental losses and damages, according to proof;

20. For premium wages pursuant to California Labor Code section 226.7(b);

21. For prejudgment interest on any unpaid wages from the date such amounts were due; and

22. For such other and further relief as the Arbitrator may deem just and proper.

As to the Fourth Cause of Action

23. That the Arbitrator declare, adjudge and decree that Respondents violated California Labor Code sections 1194 and 1197 by willfully failing to pay minimum wages to Claimants and the other class members;

24. For general unpaid wages and such general and special damages as may be appropriate;

25. For prejudgment interest on any unpaid compensation from the date such amounts were due;

26. For reasonable attorneys' fees and costs of suit incurred herein pursuant to California Labor Code section 1194(a);

27. For liquidated damages pursuant to California Labor Code section 1194.2; and

28. For such other and further relief as the Arbitrator may deem just and proper.

As to the Fifth Cause of Action

29. That the Arbitrator declare, adjudge and decree that Respondents violated California Labor Code sections 201, 202, and 203 by willfully failing to pay all compensation owed at the time of termination of the employment of Claimants and other class members no longer employed by Respondents;

30. For all actual, consequential, and incidental losses and damages, according to proof;

31. For statutory wage penalties pursuant to California Labor Code section 203 for the other class members who have left Respondents' employ;

32. For prejudgment interest on any unpaid compensation from the date such amounts were due; and

33. For such other and further relief as the Arbitrator may deem just and proper.

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1 **As to the Sixth Cause of Action**

2 34. That the Arbitrator declare, adjudge and decree that Respondents violated the
3 record keeping provisions of California Labor Code section 226(a) and applicable IWC Wage
4 Orders as to Claimants and other class members, and willfully failed to provide accurate
5 itemized wage statements thereto;

6 35. For actual, consequential and incidental losses and damages, according to proof;

7 36. For statutory penalties pursuant to California Labor Code section 226(e);

8 37. For injunctive relief to ensure compliance with this section, pursuant to
9 California Labor Code section 226(g); and

10 38. For such other and further relief as the Arbitrator may deem just and proper.

11 **As to the Seventh Cause of Action**

12 39. That the Arbitrator declare, adjudge and decree that Respondents violated
13 California Labor Code sections 2800 and 2802 by willfully failing to reimburse Claimants and
14 other class members for all necessary business-related expenses as required by California
15 Labor Code sections 2800 and 2802;

16 40. For actual, consequential and incidental losses and damages, according to proof;

17 41. For the imposition of civil penalties and/or statutory penalties;

18 42. For punitive damages and/or exemplary damages according to proof at trial;

19 43. For reasonable attorneys' fees and costs of suit incurred herein; and

20 44. For such other and further relief as the Arbitrator may deem just and proper.

21 **As to the Eighth Cause of Action**

22 45. That the Arbitrator declare, adjudge and decree that Respondents violated
23 California Business and Professions Code sections 17200, *et seq.* by failing to provide
24 Claimants and other class members all overtime compensation due to them, failing to provide
25 all meal and rest periods to Claimants and the other class members, failing to pay at least
26 minimum wages to Claimants and the other class members, and failing to pay Claimants' and
27 other class members' wages timely as required by California Labor Code section 201, 202.

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1 46. For restitution of unpaid wages to Claimants and other class members and all
2 prejudgment interest from the day such amounts were due and payable;

3 47. For the appointment of a receiver to receive, manage and distribute any and all
4 funds disgorged from Respondents and determined to have been wrongfully acquired by
5 Respondents as a result of violation of California Business and Professions Code sections
6 17200, *et seq.*;

7 48. For reasonable attorneys' fees and costs of suit incurred herein pursuant to
8 California Code of Civil Procedure section 1021.5;

9 49. For injunctive relief to ensure compliance with this section, pursuant to
10 California Business and Professions Code sections 17200, *et seq.*; and

11 50. For such other and further relief as the Arbitrator may deem just and proper.

12 **As to the Ninth Cause of Action**

13 51. That the Arbitrator declare, adjudge, and decree that Respondents violated
14 California Labor Code §§ 2698, *et seq.*, the PAGA, for civil penalties pursuant to Respondents'
15 violations of Labor Code §§ 201, 202, 203, 204, 218.5, 221, 226(a), 226.3, 226.7, 510, 512(a),
16 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802.

17 52. Upon the Cause of Action, for costs and attorneys' fees pursuant to Labor Code
18 §§ 210, 218.5, 1194, and 2699, and any other applicable statute; and

19 53. For such other and further relief the Arbitrator may deem just and proper.

20
21 Dated: July 27, 2021

JUSTICE LAW CORPORATION

22
23 By: 
24 _____
25 Douglas Han
26 Shunt Tatavos-Gharajeh
27 Talia Lux
28 Attorneys for Claimants

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PROOF OF SERVICE
1013A(3) CCP

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 751 N. Fair Oaks Avenue, Suite 101 Pasadena, California 91103

On July 27, 2021 I served the foregoing document described as

AMENDED CLASS ACTION DEMAND

on interested parties in this action by placing a true and correct copy thereof enclosed in a sealed envelope addressed as follows:

Christopher F. Wohl
Alexandra Asterlin
PALMER KAZANJIAN WOHL HODSON LLP
2277 Fair Oaks Blvd., Suite 455
Sacramento, California 95825

Attorney(s) for Defendant Inter-State Oil Company

[X] BY E-MAIL

The above-referenced document was transmitted to the addressee(s) at the e-mail addresses listed herein, which are their most recently known e-mail addresses or e-mail addresses of record in this action. I did not receive, within reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

[X] BY OVERNIGHT CARRIER

I placed such documents in a Golden State Overnight (GSO) mailer addressed to the party or parties listed above with delivery fees fully pre-paid for next-business-day Golden State Overnight (GSO) delivery, and caused it to be delivered to a Golden State Overnight (GSO) drop-off box before the pickup deadline on the stated date.

[X] STATE

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

Executed on July 27, 2021, at Pasadena, California.


Allana Rivera